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AN ORDINANCE 2015-09-17-0778

ACCEPTING AN OFFER WITH SHOTSPOTTER, INC. D/B/A SST, INC., TO PROVIDE THE SAN ANTONIO POLICE DEPARTMENT (SAPD) WITH A GUNSHOT DETECTION TECHNOLOGY SYSTEM (GDTS) THAT WILL PROVIDE SUBSCRIPTION BASED ACCESS TO THE SHOTSPOTTER FLEX GUNFIRE LOCATION, ALERT AND ANALYSIS SERVICE FOR AN INITIAL IMPLEMENTATION COST FOR BOTH PILOT PROGRAMS OF $270,000.00, FUNDED BY THE GENERAL FUND.

* * * * *

WHEREAS, the City of San Antonio solicited offers for the implementation, management and operation of a Gunshot Detection Technology System (GDTS) for use by the San Antonio Police Department; and

WHEREAS, ShotSpotter Inc., d/b/a SST Inc. will provide subscription based access to the ShotSpotter Flex Gunfire Location, Alert and Analysis Service, which includes an acoustic surveillance system that can detect and locate gunfire throughout the coverage areas within San Antonio; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The offer of ShotSpotter, Inc. d/b/a SST, Inc., to provide SAPD with a Gunshot Detection Technology System (GDTS) that will provide subscription based access to the Shotspotter Flex gunfire location, alert and analysis service with an initial implementation cost for both pilot programs of $270,000.00, is hereby accepted. A copy of the response and bid tab is attached hereto and is incorporated by reference as **Attachment I**. The Chief of Police (or his designee) is authorized to execute the agreement and any related documents.

SECTION 2. Funding for this ordinance in the amount of $270,000.00 is contingent upon approval of the Fiscal Year 2016 Budget for Fund 11001000, Cost Center 1703010001 and General Ledger 5201040.

SECTION 3. Future funding of $220,000.00 annually through the renewal terms of this contract is contingent upon City Council approval of subsequent fiscal year budgets.

SECTION 3. If approved by council, payment not to exceed the budgeted amount is authorized to ShotSpotter, Inc., and should be encumbered with a purchase order.

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SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 5. This ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

PASSED and APPROVED this 17th day of September, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

By:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	4
Date:	09/17/2015
Time:	09:50:06 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting an offer with ShotSpotter, Inc. d/b/a SST, Inc. to provide the San Antonio Police Department with a Gunshot Detection Technology System that will provide subscription based access to the ShotSpotter Flex Gunfire Location, Alert and Analysis Service at an initial implementation cost for both pilot programs of not more than $270,000.00,funded by the General Fund. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				x
Alan Warrick	District 2		x			x	
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9	x					
Michael Gallagher	District 10		x				

Vendor Information

COSA Supplier Number: [redacted]
ShotSpotter, Inc. (dba SST, Inc.)
7979 Gateway Blvd., Suite 210
Newark, CA 94560
888-274-6877
FEIN: [redacted]

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Attachment A – Price Schedule
Attachment C – Conflict of Interest Questionnaire (Form CIQ and CIQ-A)
Attachment D – Veteran-Owned Small Business Preference Program (VOSBPP) Identification Form
Attachment E – Local Preference Program (LPP) Identification Form

ATTACHMENT I

Copyright © 2015 SST, Inc™. All rights reserved. ShotSpotter Flex™, ShotSpotter Onsite™, ShotSpotter SpecialOps™, ShotSpotter®, ShotSpotter Gunshot Location System™ and the ShotSpotter logo are trademarks of SST, Inc™. SST and ShotSpotter technology is protected by one or more issued U.S. and foreign patents, with other domestic and foreign patents pending.

Proposed Plan

Respondent is asked to provide a detailed, narrative response to the proposed plan section in addition to other relevant system requirements which would be necessitated for the successful implementation of a GDTS. **The proposed plan response should be tabbed in your response and labeled as Proposed Plan. This is a scored section of the RFO.**

General

Describe your firm's expertise with similar deployments.

SST RESPONSE: SST is the industry leader in the development and delivery of innovative, interoperable inter networked wide area acoustic surveillance systems for gunfire detection since 1995. With its mission of reducing illegal gunfire and related violent crimes, SST solutions deliver real-time situational intelligence that enables a faster, more accurate and safer incident response; provides critical information for investigations and prosecutions; enhances better community policing; and a growing number of agencies are using the gunfire intelligence to better inform asset/personnel allocations, drive proactive targeted gun violence initiatives, and moves agencies from a reactive to a proactive position. As a result, many of SST's customers are experiencing significant reductions in gun violence.

The overwhelming majority of communities throughout the U.S. and abroad that use gunshot detection systems, use the SST ShotSpotter Flex solution. SST has established a proven track record of providing quality gunfire detection solutions to over 80 customers, worldwide, and is profitable and has solid financial backing. The vast majority of SST customers have deployed the ShotSpotter Flex solution over areas of at least 3 square miles. Some of our coverage areas are as large as 19 square miles, and everything in between.

Our recently released 2015 National Gunfire Index, revealed a median reduction in gunfire rates of 28.8%, with 43% seeing reductions greater than 30%, and 25% seeing reductions greater than 40%. SST delivers the intelligence, and the magnitude of the gunfire/gun violence reduction is directly related to how well those communities then use that intelligence to drive their gun violence reduction efforts. Over the last 15+ years, our Program Development Team has aggregated those best practices that have proven to be most effective, and as part of our services, we work closely with our customers to deliver training and customizing those best practices for their environment.

Provide a detailed description of lessons learned for deployments in similar sized cities.

SST RESPONSE: SST is more than just a vendor of Gunshot Location Services. Our business approach is to be an agency partner. Working closely with many public safety and security agencies since 1995, we've aggregated those best practices, strategies, tactics, and complementary technologies, that achieve results, and as part of our services, we provide continuous Program Development/Training consultation, as well as facilitate cooperation between our customer agencies, for information sharing Our experience and the courtroom-proven successes using ShotSpotter® data as evidence eclipse all other methods. SST delivers an encompassing solution to reducing gunfire and related violent crime and will be a critical data resource for your operations.

Based on our experience, we know that illegal gunfire/gun violence can occur anytime, and anywhere within the targeted zones. We've also been able to ascertain, that on the average, only 20% of illegal gunfire activity is reported to 911. This is why it's critical to implement a system that provides ubiquitous gunfire detection/location throughout the targeted coverage area, that is not hindered by obstructions, and lighting conditions. Our proposed ShotSpotter Flex system, was specifically designed with that in mind, and our extremely high service renewal rate, and expansion rate, is proof of the value of how well our system works, and the value that our intelligence provides.

Equipment and Services

Describe the equipment required for this solution and the benefits and detriments of each of the following: Lease, Lease-to-Own, Purchase, or Hybrid.

SST RESPONSE: ShotSpotter Flex℠ is only delivered as a cloud-hosted subscription-based service model, making it more affordable and more easily deployed, and without the heavy up-front costs and IT resources and expenses of a traditional model of buying hardware and software licenses. SST owns and maintains the entire sensor infrastructure, as well as our remotely located servers. The health of this entire infrastructure is monitored 24 x 7, and SST takes full responsibility to ensure that the system continually stays operational, and optimized for performance. Since this is a cloud-hosted solution, SST also ensures that our customers' systems always receive the latest upgrades. In addition, ShotSpotter Flex℠ also includes Qualified Reviewed Alerts, a service that provides instant review and assessment of gunshot incidents by trained SST gunshot review experts. Within 60 seconds of a gunfire event, a web-based notification is passed to our customers, and can be simultaneously received by9-1-1 dispatchers, officers in patrol who have access to a mobile computer, Real-Time Crime Center, and on any smart phone device, enabling faster, safer and more accurate incident response. There are no additional costs for our customers, other than the annual subscription fee.

Based on industry best-practices and optimal performance of your GDTS, describe the deployment necessary to saturate one square mile of suburban area within the City of San Antonio.

SST RESPONSE: Initially, an SST Project Manager will survey the coverage area to identify the best possible locations for our sensors. On the average, we will deploy 15 to 20 sensors per square mile (this will vary based on topography). The Project Manager will look for locations that are typically friendly to the placement of our sensors, such as any government owned locations, police substations, fire stations, schools, parks, churches, and businesses. Where possible, the system's acoustic sensors will be mounted on rooftops away from traffic. Where approved buildings are not available, or not an option, lamp poles or other suitable mounting locations will be considered provided they meet SST standards. All sites require 24hour by 365 day 100 to 240VAC, 50/60Hz power sources. Should mounting locations be unavailable or should there be no sensor communications available at a site, SST will work with the city to adjust the coverage area accordingly. SST, is responsible for the survey, the gathering of permissions, and installation of all equipment. Note, the permission process timeline, usually goes much faster when the law enforcement agency lends their support in acquiring permissions (i.e., Providing an officer to go with our Project Manager to request permissions).

Describe how devices / system can be configured, managed and utilized remotely.

SST RESPONSE: When ShotSpotter Flex detects gunfire, detailed incident data is received within seconds by the SST Operations Center in Newark, California, our secure data processing and alert qualification facility. Immediately, a SST gunfire and acoustic expert analyzes the data, qualifies the incident and sends a validated visual alert that can be simultaneously received by a dispatch center or other Public Safety Answer Points (PSAP) and even directly to mobile and field personnel. Qualified Alerts include critical situational awareness such as number of shots fired, latitude/longitude, closest address parcel, , speed and direction of travel (of a moving shooter), whether we believe that there may be multiple shooters, and the exact time of gunfire.

The highly trained and specialized team of gunfire detection experts at the SST Operations Center has analyzed thousands of gunfire events captured by SST solutions. Their dedicated 24x7x365 expertise provides an instant assessment of all potential incidents, freeing up time that dispatchers and officers would otherwise spend analyzing alerts and giving agencies the level of data qualification they need to have complete confidence when dispatching based on alerts from ShotSpotter Flex. Drawing on their experience, SST experts are often able to add important situational intelligence to alerts, such as the possibility of multiple shooters and other critical data that can help personnel respond more safely and successfully.

Respondent must provide a comprehensive list of all hardware and software requirements for proper system deployment and operation.

SST RESPONSE: SST provides a System Profiler (a web-based analyzer) to verify system configuration and network access required for each computer (PC or MDC) which will access the ShotSpotter Flex service. The city must provision network access required to meet SST minimum specifications and requirements. Please refer to the attached documentation: "Host and Services Required to Use ShotSpotter Flex Clients" SST FED-72-01.

Describe data storage and retrieval for GDTS.

SST RESPONSE: ShotSpotter Flex incident data is stored on SST hosted servers (cloud) and is accessible and searchable for up to two (2) years from incident date. Additional years of online incident data storage is available for an additional fee. The city may, at any time, export incident data to a CSV format file. Audio from any incident may also be downloaded to MP3 formatted file.

Describe how system information is gathered and how false positives are ruled out.

SST RESPONSE: Upon ShotSpotter Flex detecting an explosive event, a very sophisticated software algorithm will immediately perform a first tier analysis of the event, to filter out anything that is not obviously a potential gunfire event. Within a few seconds, that information is then received by SST's around-the-clock Operations Center where highly-trained personnel perform a 2nd tier analysis to further qualify the event, provide contextual details, and then publish/push-out a fully validated alert to our customers, including an audio clip of the incident. Our SLA is that we deliver validated alerts within 60 seconds. As a result of this 2 tiered analytical process, false positives have been virtually eliminated.

Describe how information is transferred to monitoring location. Can information be monitored in real or near real time from a City owned center?

SST RESPONSE: Within 60 seconds of receiving the initial incident, the SST Operations Center will review and publish gunfire alerts to the city. Any city employee logged into a ShotSpotter Flex Alert Console (call taker, dispatcher, patrol officer) will receive a visual and audible alert to the incident. Upon acknowledgement, the Alert Console user interface will be brought forward into focus. Incident details, along with a dot on a map, will be displayed. In addition, through our Siren portal, customer authorized users can sign-up to receive real-time email alert notifications on any smart phone device.

Describe how line of sight impacts the ability to provide a solution in a suburban area.

SST RESPONSE: Line of sight is an issue for surveillance cameras, but not for SST's networked acoustic sensors. As described earlier, ShotSpotter sensors are placed on top of buildings, typically out of sight of the public. Plotting the location of a gunfire incident is based upon the arrival time of the sound of the muzzle blast at each sensor. The time difference of arrival at each pair of sensors allows SST to locate the origin of the gunfire by calculating intersecting hyperbolae. This patented method of locating gunfire makes it unnecessary for gunfire to occur in close proximity of any one sensor, and is not affected by obstructions or lighting conditions In fact, ShotSpotter sensors often detect gunfire as far away as a mile from its origin.

Describe GDTS maintenance, support, supplies, implementation, deployment, licensing, on-site support, and training requirements for proper system operation.

SST RESPONSE: Since ShotSpotter Flex is deployed as a managed data-subscription service, the city has no liability or responsibility for maintenance, support, supplies, implementation, deployment, licensing, or on-site support. The city will never own any of the ShotSpotter equipment deployed, thereby eliminating all risk and out-of-scope costs. SST will constantly monitor the health of the ShotSpotter sensor array and hosted servers and conduct maintenance as necessary if service levels are at risk of falling below specifications. The city will have no responsibility to monitor the health of the sensor array, conduct any preventative maintenance or return equipment for repair. This is all handled by SST, at no additional costs beyond the annual subscription fee. The ShotSpotter Flex service includes on-site Program Development which consists of best practices, end-user training and documentation, and site-administrator training.

Describe the reporting capabilities of the GDTS. Respondent should provide a sample statistical report for a similar deployment.

SST RESPONSE: The ShotSpotter Flex Investigator Portal features ad-hoc reporting capabilities, which may either be printed or exported to a CSV formatted file. The ShotSpotter Briefing Room™ tool enhances reporting capabilities for in-depth analytics of ShotSpotter incident data. Upon request, SST can prepare a Detailed Forensic Report for any detected gunfire incident which may be presented in court as evidence. Please see a sample Gunshot Summary Report attached.

Describe video monitoring attributes of the GDTS.

SST RESPONSE: As an option, the city may purchase a license for the ShotSpotter Notification Application Programmer Interface (API). The API makes ShotSpotter alert data easily accessible to external systems such as video surveillance (CCTV) systems. Third party video monitoring systems (contracted directly with the city and not provided by SST) may use the ShotSpotter data to program surveillance cameras to instantly react to gunfire incidents located anywhere inside of the ShotSpotter coverage area. One of the great benefits of the ShotSpotter Flex system, is that video cameras do not need to be co-located with sensors, and can instead be strategically deployed to optimal locations, based on an analysis of the gunfire intelligence.

Describe the typical timeframe for the successful deployment a one square mile GDTS. Successful deployment should include system acceptance and testing.

SST RESPONSE: The typical timeframe for successful deployment of a ShotSpotter coverage area depends heavily upon how quickly we can obtain permissions from location owners for the installation of all sensors. Once those permissions have been received, we can install the sensor array at a rate of 1 square mile every 1-2 weeks. To be conservative, we would estimate that a project of this size will take an approximate 180 days from contract execution to the "go live" date. Please see the sample project plan attached.

Scalability / System Mobility

The City anticipates that targeted activity will migrate based on public knowledge of detection range. Describe the scalability of the GDTS to support changing coverage needs.

SST RESPONSE: Most of our customers have found that illegal gunfire displacement is actually minimal. It typically occurs in distressed areas, and reducing illegal gunfire in one area, does not necessarily mean that it will increase in other areas. In fact one of our best practices is to not release to the public the exact coverage area, as there is a deterrent effect that goes beyond the immediate coverage area. That being said, based on the success obtained in initial targeted areas, many SST customers choose to expand their coverage areas after the initial implementation. This may be done contiguous to the initial coverage area(s), or the city may choose to implement a noncontiguous coverage area depending on needs. It is our experience that areas of at least 3 square miles, or more, help to achieve operational relevance, maximize impact and drive the best outcomes.

Describe features that will allow the City of San Antonio to migrate system to support changing coverage needs. Respondent should provide detailed information on system mobility.

SST RESPONSE: Achieving permanent reductions in gun violence requires a consistent enforcement effort over a period of 2-3 years, in parallel to what some of our customers have referred to as a "domestic form of nation building". It takes time to win back those communities most impacted by gun violence, and using the ShotSpotter Flex intelligence to drive gun violence reductions, enables other social programs to be implemented, so that those communities can eventually advocate for themselves, and lessen the opportunity for violent offenders to once again terrorize their community. That being said, we can do a year to year contract, so that at the end of the year, the City of San Antonio can decide whether they want to renew the system in the same coverage area, or relocate the system to another area. At any time, the City of San Antonio always has the option of expanding the coverage areas to address any new areas of concern. A significant percentage of SST customers initially deploy

ShotSpotter in their worst problem areas, and based on their initial successes, typically expand the system to address gun violence in other areas that were decided to be part of a phase 2 deployment.

Current Product Deployments

Provide a list of municipalities that have successfully deployed your system.

SST RESPONSE: ShotSpotter Flex has been successfully been deployed in over 80 municipalities:

- Amityville, NY
- Atlantic City, NJ
- Baton Rouge, LA
- Bayamón, PR
- Bell Gardens, CA
- Belle Glade, FL
- Bellport, NY
- Birmingham, AL
- Boston, MA
- Brentwood, NY
- Brockton, MA
- Cambridge, MA
- Camden, NJ
- Canton, OH
- Cape Town, South Africa
- Charlotte, NC
- Chelsea, MA
- Chicago, IL
- Denver, CO
- Detroit, MI
- East Chicago, IL
- East Orange, NJ
- East Palo Alto, CA
- Everett, MA
- Fall River, MA
- Freeport, NY
- Fresno, CA
- Glendale, AZ
- Gretna, LA
- Hartford, CT
- Hempstead, NY
- Huntington Station, NY
- Jefferson Parish, LA
- Kansas City, MO
- Los Angeles, CA
- Miami, FL
- Miami Gardens, FL
- Milwaukee, WI
- Minneapolis, MN
- Montgomery, AL
- Nassau County, NY
- New Bedford, MA
- New Haven, CT
- New York, NY
- Newark, NJ
- Oakland, CA
- Omaha, NE
- Panama City, Panama
- Paterson, NJ
- Peoria, IL
- Pittsburgh, PA
- Plainfield, NJ
- Prince George's County, MD
- Quincy, WA
- Redwood City, CA
- Revere, MA
- Richmond, CA
- Riviera Beach, FL
- Rochester, NY
- Rock Mount, NC
- Roosevelt, NY
- Sacramento, CA
- San Francisco, CA
- San Juan, PR
- San Pablo, CA
- Savannah, GA
- Somerville, MA
- South Bend, IN
- Springfield, MA
- St. Croix, USVI
- St. Louis, MO
- St. Thomas, USVI
- Stockton, CA
- Suffolk County, NY
- Trenton, NJ
- Trujillo Alto, PR
- Uniondale, NY
- Washington, DC
- Wilmington, DE
- Wilmington, NC
- Worcester, MA
- Wyandanch, NY

Provide a list of state or federal agencies that have successfully deployed your system.

SST RESPONSE: Currently, the Bureau of Alcohol, Tobacco, Firearms, and Explosives has sponsored ShotSpotter Flex implementations in selected cities as a part of a gun violence reduction program in partnership with the local law enforcement agency. In those cities, once the program is complete, the local agency will have the option to take over the subscription. In addition, the Public Housing Administration of the Commonwealth of Puerto Rico has funded large ShotSpotter Flex coverage areas in San Juan, Bayamon, and Trujillo Alto, and is currently planning for further coverage expansion throughout Puerto Rico. In Puerto Rico, the law

enforcement agency that has taken primary responsibility for responding to the alerts is the Puerto Rico Police Department. Last but not least, in a growing number of our municipalities, local law enforcement agencies are partnering with federal agencies, like the ATF, in using the ShotSpotter gunfire intelligence to drive task force activities focused on reducing gun violence, and the collection of casings to drive targeted investigations.

Provide a list of educational institutions that have successfully deployed your system.

SST RESPONSE: In partnership with the City of Savannah, GA, the Savannah College of Art and Design (SCAD) has implemented a two square mile ShotSpotter Flex coverage area surrounding their buildings scattered throughout the city. SCAD is also utilizing ShotSpotter SecureCampus, an indoor gunfire detection service also offered by SST.

Provide a list of private firms that have successfully deployed your system.

SST RESPONSE: There are no private firms utilizing ShotSpotter Flex, however there are a number of utility companies who have deployed ShotSpotter SiteSecure, a critical infrastructure gunfire detection service also offered by SST. Much of the same technology used in ShotSpotter Flex is also used for ShotSpotter SiteSecure.

EXPERIENCE, BACKGROUND, QUALIFICATIONS

Respondent is asked to provide a detailed, narrative response to the experience, background, qualifications section. **The experience, background, qualifications response should be tabbed in your response and labeled as Experience, Background, Qualifications. This is a scored section of the RFO.**

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

Describe Respondent's experience relevant to the Scope of Services requested by this RFO. Indicate the number of years Respondent has been in the business of providing Gunshot Detection Technology System solutions, respectively. Indicate if this is the Respondent's primary line of business. If not, state the Respondent's primary line of business.

SST RESPONSE: ShotSpotter, Inc. (d/b/a SST, Inc.) has been in business since 1996. Its primary line of business has always been providing Gunshot Detection Technology System solutions to Law Enforcement. SST's secondary line of business is providing Gunshot Detection Technology Systems to schools, colleges, commercial businesses, and critical infrastructure.

List all Gunshot Detection Technology System projects of similar size and scope that the Respondent has completed in the last four years. Identify associated results or impacts of the project/work performed. For each project listed, give the target date of completion, and the contact name, phone number, and email address for the customer's project manager.

SST RESPONSE: ShotSpotter Flex has been successfully been deployed in over 80 municipalities. As such, they are too numerous to list all contact information here. Please see attached Customer Reference List of a select number of customers utilizing best practices to drive positive outcomes utilizing ShotSpotter data.

Describe Respondent's specific experience with public entities clients, especially large municipalities or authorities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.

SST RESPONSE: Since 1996, SST has been providing GDTS to tier 1, tier 2 and tier 3 municipalities. Some of our municipalities include the City of New York, the Metropolitan Police of the District of Columbia, San Francisco, Oakland, Boston, Milwaukee, Birmingham, San Juan Puerto Rico, all the way down to smaller municipalities like Rocky Mount NC, Wilmington NC and East Palo Alto Ca, among others.

If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past.

SST RESPONSE: SST plans to complete this project entirely with SST employees.

Provide an organizational chart showing how the Respondent proposes to staff the project. For each position reflected on the organizational chart:

Identify the number and professional qualifications (to include licenses, certifications, associations).

Identify relevant experience on projects of similar size and scope.

State the primary work assignment and the percentage of time to be devoted to the project.

Additional Information. Identify any other relevant information about the Respondent's qualifications.

SST RESPONSE: SST plans to assign the following staff to this project:

Project Manager: **Anthony Nunley**

Responsible for overall project management, planning and coordination of all internal SST work products and deliverables, design of acoustic sensor array and securing of site installation agreements in all coverage areas, coordination and scheduling of service delivery with San Antonio PD. Primary point of contact between SST and San Antonio PD on all project activities. Mr. Nunley has 20 years of technical project management experience in telecommunications and wireless technology industries, including three years as Senior Project Manager for SST, Inc. He has led the successfully delivery of over a dozen ShotSpotter deployments and Flex conversion projects in cities across the U.S. Mr. Nunley is PMP certified as holds a Master's Degree in Electrical Engineering.

Director of Network Services: **Nikhil Mehta**

Working in conjunction with the Project Manager, he is responsible for provisioning of cloud-based Flex gunshot detection application, database and network services, including ShotSpotter integration with video management and other third party systems. Mr. Mehta has over 15 years of experience in network operations and systems engineering in the wireless telecommunications industry and has completed network retrofits and systems integration projects for over two dozen ShotSpotter customers. Mr. Mehta is PMP certified and holds a Bachelor's Degree in Electrical and Electronics Engineering.

Director of Field Service and Logistics: **Dorothy Jensen**

Working in conjunction with the Project Manager, she is responsible for supply of acoustic sensor hardware and related materials, subcontractor management, and scheduling and oversight of sensor installations in the field using SST field service technicians [and local electricians from our Puerto Rico-based partner, Prime Security & Technologies]. Ms. Jensen has over 15 years of large scale project management experience in both engineering and public safety fields, including construction of metropolitan broadband networks and 9-1-1 emergency communications facilities for the cities of San Francisco and Chicago. Ms. Jensen is PMP certified and holds a Bachelor's Degree in Electrical Engineering.

Program Development and Training: **Ed Flosi**

Working in conjunction with the Project Manager and closely with the customer, responsible for overall ShotSpotter Program Development and training for ShotSpotter customers, including specialized training and "best practices" consultation for Dispatch, Patrol, Investigations, Crime Analysis, and District Attorney/Prosecution. Mr. Flosi has 30 years of experience in law enforcement, having retired as Sergeant with the San Jose Police Department in California, 15 years of experience in law enforcement training, and three years of experience as ShotSpotter Director of Training.

Manager, Real Time Incident Review Center (IRC): **Michelle Rippy**

Working in conjunction with the Project Manager and SVP Operations, she is responsible for delivery and oversight of the ShotSpotter Flex Reviewed Alerts Service and first line customer support for gunshot incident response via Flex Online Chat. Ms. Rippy has 15 years of experience in public safety, forensic science and management experience, including past positions as a Death Investigator, Deputy Coroner, and Police Officer. She is currently a Reserve Police Officer with the Hayward (CA) Police Department and Adjunct Faculty member teaching Criminal Justice Administration at the California State University East Bay. She has a Master's Degree in Forensic Science.

Senior Director of Customer Support: **Mike Will**

Working in conjunction with the Project Manager and SVP Operations, he is responsible for delivery and oversight of SST Customer and Technical Support, including remote monitoring and management of the ShotSpotter sensor network and fulfillment of all customer service requests from basic technical support to forensic data services, gunshot investigation support, and expert witness testimony for ShotSpotter Flex customers. Mr. Will has over 25 years of experience delivering customer service and technical support for terrestrial and wireless data and telecommunications networks. Mr. Will holds a Bachelor's Degree in Computer Science.

Additional Information. Identify any other relevant information about the Respondent's qualifications.

SST RESPONSE: Please see our standard Scope of Services documentation below.

Introduction

SST is the industry leader in the development and delivery of innovative, interoperable inter networked wide area acoustic surveillance systems for gunfire detection, explosive events detection, enhanced critical infrastructure and key resource security, and counter sniper uses. With its mission of reducing illegal gunfire and related violent crime, and improving physical security solutions, SST services deliver situational intelligence that heightens the safety of first responders, public safety and military, and creates significant improvement in incident management, investigations and forensic analysis. SST's services are focused on improving public and community safety by ultimately helping reduce and prevent violent gun crime and improving intelligence led policing and community policing initiatives.

SST has established a proven track record of providing quality service to customers, worldwide, and is profitable and has solid financial backing.

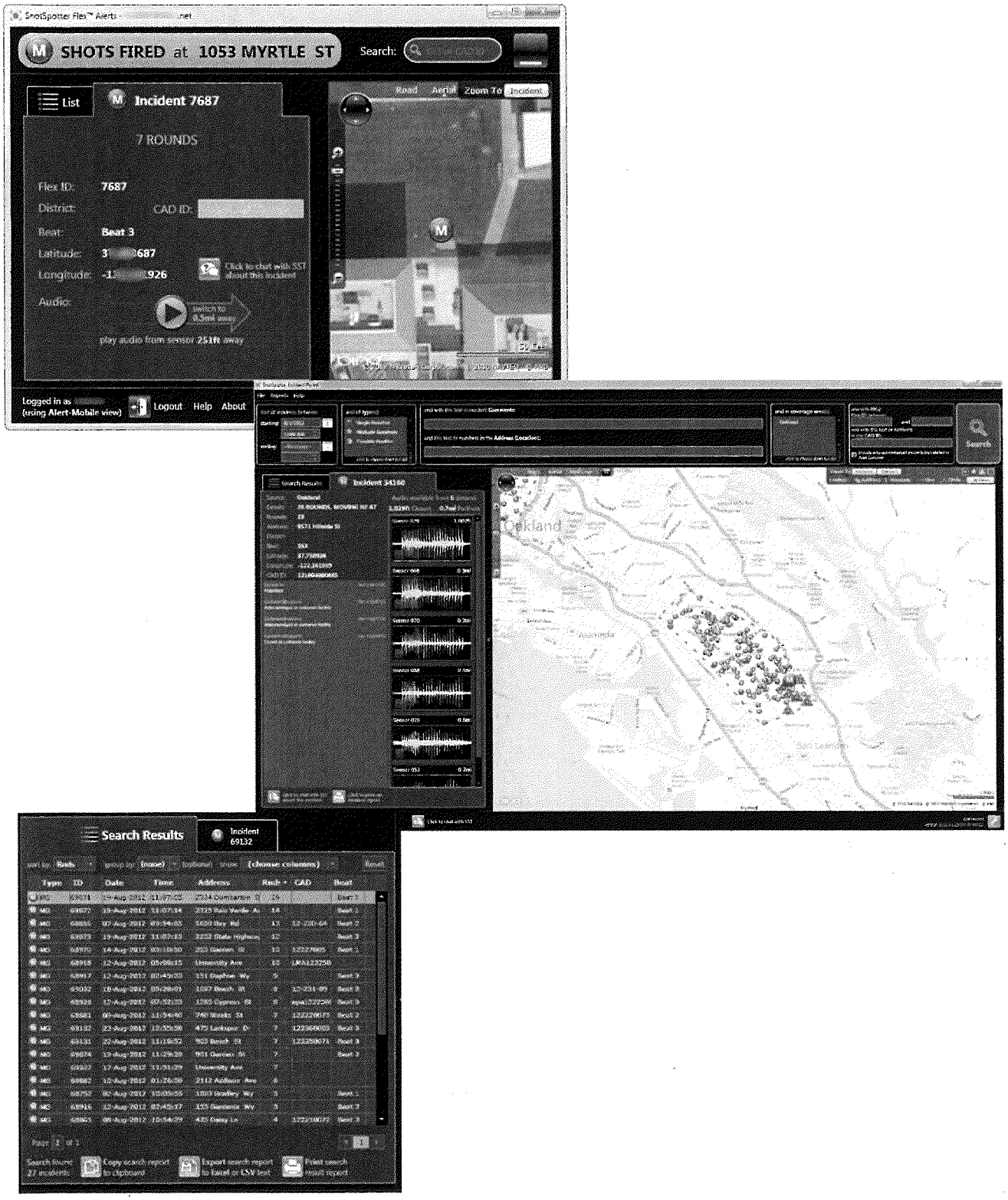
Subscription-Based Gunfire Alert & Analysis Service

ShotSpotter Flex℠ is delivered in a subscription-based service model, making it more affordable and more easily deployed, and without the heavy up-front costs and IT resources and expenses of a traditional model of buying hardware and software licenses. For an annual subscription fee, agencies can now take advantage of crime-reducing features including: real-time location of gunfire, audio clips, reduced time-to-dispatch, and integration with video surveillance systems, among others. ShotSpotter Flex℠ also introduces Qualified Reviewed Alerts, a service that provides instant review and assessment of gunshot incidents by trained SST gunshot review experts. After SST review, valuable actionable incident data is passed to 9-1-1 dispatchers and Public Safety Answering Points (PSAPs) enabling faster and more accurate incident preparation and response.

ShotSpotter Flex's unique wide-area acoustic surveillance based system provides an effective and affordable method to detect, locate, respond to, and reduce gunfire throughout entire neighborhoods and communities. ShotSpotter Flex℠ is a solution that closely aligns with the challenges faced by public safety agencies and serves as a true and proven technology enabled force multiplier.

- A single affordable annual subscription fee aligns with the economic realities of agencies, communities, and available funding sources
- No cost to acquire, install, operate, and maintain ... SST does it all
- Qualified Reviewed Alerts that pinpoint incidents allow personnel in 9-1-1 dispatch centers and PSAPs to make immediate and accurate dispatch and force response decisions
- Qualified Reviewed Alerts also provide otherwise unavailable situational intelligence that allows first responders to more safely approach and resolve active shootings
- Affordable coverage of larger areas enables agencies to address and reduce crime on a broader scale to permanently lower overall gunfire, homicides, and related violent crime throughout an entire community
- Scalable and extensible coverage areas
- Alerts to mobile consoles enable rapid responses while also increasing the overall efficiency of 9-1-1 operations

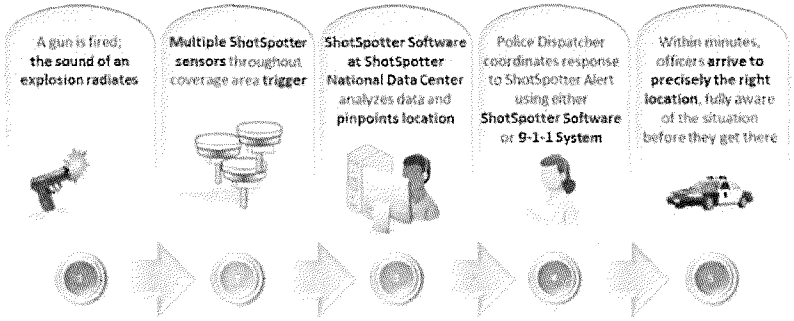
- Aggregated gunfire incident information is available for CompStat and forensic review
- Open interface to video surveillance and other complementary security systems
- Customer Experience Program promoting "best practices" and comprehensive training developed from ShotSpotter's large and diverse user community
- ShotSpotter is a *designated* and *certified* technology in accord with the Support Anti-terrorism by Fostering Effective Technologies Act of 2002 (the "SAFETY" Act)



SST Reviewer Alert Service

When ShotSpotter Flex detects gunfire, detailed incident data is rapidly within seconds sent to the SST Operations Center, our secure data processing and alert qualification facility. Immediately, a SST gunfire and acoustic expert analyzes the data, qualifies the incident and sends a validated alert to the dispatch center or other Public Safety Answer Points (PSAP) and even directly to mobile and field personnel. Qualified Alerts include critical situational awareness such as number of shots fired, shooter position, speed and direction of travel (of a moving shooter) and the exact time of gunfire.

The highly trained and specialized team of gunfire detection experts at the SST Operations Center has analyzed thousands of gunfire events captured by SST solutions. Their dedicated 24x7x365 expertise provides an instant assessment of all potential incidents, freeing up time that dispatchers and officers would otherwise spend analyzing alerts and giving agencies the level of data qualification they need to have complete confidence when dispatching based on alerts from ShotSpotter Flex. Drawing on their experience, SST experts are often able to add important situational intelligence to alerts, such as the possibility of multiple shooters and other critical data that can help personnel respond more safely and successfully.



ShotSpotter Briefing Room™

SST, Inc. is pleased to offer the industry's first end-to-end gunfire crime analysis platform which combines the proven accuracy of ShotSpotter gunfire data with sophisticated crime analytics, data visualization, and geospatial summaries suitable for COMPSTAT-style reporting. The new product, called the ShotSpotter Briefing Room™, is available as part of the ShotSpotter Flex℠ gunfire alert and analysis platform, and is entirely browser-based with no client-side software installations.

Data analysis and visualization has long been a hallmark of optimal use of ShotSpotter-provided data. With the recent contraction in government and law enforcement budgets, more and more police departments are less able to devote valuable crime analyst resources to analyzing gunfire-related data, and indeed some departments have lost crime analysis capabilities altogether. The ShotSpotter Briefing Room delivers on-demand crime analysis in the form of "ShotSpotter Briefing Book" templates to departments, while still supporting advanced reporting and analytics for those departments who wish to customize.

The ShotSpotter solution has always been about making the unknowable-knowable as well as actionable given legacy gunfire reports to 9-1-1 occur less than 25% of the time. Briefing Room will enable ShotSpotter customers to process all the additional data and intelligence ShotSpotter Flex data can offer. With the new ShotSpotter Briefing Room, that data is available in graphic summary form, mapped in an intuitive and clear manner, and even available in the form of COMPSTAT-style summaries. The Briefing Room will help agencies drive use of ShotSpotter data and more predictive policing capabilities throughout the organization.

Examples of analyses available include:

- Hotspot maps ("kernel densities") showing concentration of gunfire city-wide over different periods of time
- Beat, District or Region density showing gunfire rate as a function of various size patrol, community policing, or government representation areas
- Day of week and time of day analysis, highlighting areas (hotspots) which differ from day-to-day
- Critical Places analysis: gunfire nearby to e.g. schools, parks, hospitals, and critical infrastructure
- COMPSTAT reporting: period-by-period change of rates, according to policing area (beat, district, etc.) and different time periods (day, week, month, etc.)

These and many other analyses can be saved in the ShotSpotter Briefing Room application and regularly referred to by command staff, crime analysts, patrol supervisors, and/or members of the public, should officials choose to permit such access.

To deliver this new functionality as part of its ShotSpotter Flex offering, SST, Inc. partnered with The Omega Group, Inc., the San Diego-based developer of the widely-used CrimeView desktop and Omega Group Dashboard products, as well as FireView, NearMe, and a number of other analysis and mapping products. In addition to displaying ShotSpotter-generated gunfire incidents in the ShotSpotter Briefing Room, agencies may choose to expand beyond the scope of the ShotSpotter-branded Briefing Room to the full capabilities of the Omega Dashboard, which can integrate records from the agency's own Computer-Aided Dispatch (CAD), Records Management (RMS), parole, pawn shop, or other systems. Through its www.crimemapping.com public website, The Omega Group can also enable customers to deliver secure "police blotter"-style data to the public at large.

Scope of Services

The purpose of this proposal is to provide pricing and corresponding terms and conditions for the procurement of the ShotSpotter Flex℠ subscription service offering including:

- Qualified reviewed alerts for gunfire
- Incident types (e.g., fireworks) that do not explicitly generate alerts will be logged and retained in the system's database, and as such will be available for reporting, analysis, and mining. In addition, the basic reports provided with the system will summarize gunfire and fireworks activity, even if (as an example) receipt of fireworks is disabled.
- Coverage area; footprint determined by customer requirement
- Sensor type(s) determined by SST or certified installer.
- SST hosted, secured, monitored and maintained infrastructure (server farm, storage, sensor networks)
- Allocation of Alert Consoles among different roles (call-taker, dispatcher, or mobile) is configurable at the discretion of the customer.
- Accessible and searchable alert history for two (2) years (additional years for a fee)
- One (1) Program Development and Subscription Orientation session
- Training Program that consists of: best practices, recommended TTPs, end-user documentation, administrator training and online end-user training
- High-level summary report and basic incident reports
- Reasonable support with Detailed Forensic Reports
- Standard customer support

Where possible, the system's acoustic sensors will be mounted on rooftops away from traffic. Where approved buildings are not available, or not an option, lamp poles or other suitable mounting locations will be considered provided they meet SST standards. All sites require 24hour by 365 day 100 to 240VAC, 50/60Hz power sources. Non-standard equipment required for system installation may require an additional fee and if so will be quoted accordingly. Should mounting locations be unavailable or should there be no sensor communications available at a site, SST will work with the customer to adjust the coverage area accordingly.

SST will be responsible for following all local, state and federal regulations, codes, rules and laws as it relates to the installation of the ShotSpotter Flex™ service.

The following table lists the combined responsibilities of SST and its customer with respect to the acquisition, installation, training, and ongoing use of a ShotSpotter Flex℠ service:

DELIVERABLES, ROLES, & RESPONSIBILITIES	SST	Customer
Execute contract	✓	✓
Program Development and subscription orientation	✓	assure stakeholder participation
Conduct Site Survey for Acoustic and sensor communications feasibility for each sensor location proposed emplacement. Site surveys will follow contract execution; the site survey will determine the ultimate coverage area footprint and area exclusions. Actual coverage areas may vary from cursory and pre-sales discussions due to challenges that include: physical obstructions, radio or cellular reliability, availability and permissions at suitable mounting location.	✓	
Provisioning of hosted services and corresponding access for admin, Alerts, additional and optional role-based support packages (if applicable)	✓	
Provide secure storage of customer data (minimum of 2 years online, 5 years offline)	✓	
Monitoring of systems for customer support and "hands off" software upgrades	✓	
Run the SST System Profiler (a web-based analyzer) to verify system configuration and network access required for each computer (PC or MDC) which will access the ShotSpotter Flex service.		✓
Provision network access required to meet SST minimum specifications and requirements (ref "Host and Services Required to Use ShotSpotter Flex Clients" SST FED-72-01) for all computers (PC and MDC) which will access the ShotSpotter Flex Service.		✓
Install Alert Consoles on allocated workstations	✓	IT assistance PC or MDC
Configure data communications between the Alert Console workstation(s) and the hosted server.	✓	IT assistance PC or MDC
Provide GIS Data: Parcels, Addresses, Beat Boundaries and clearly identify the coverage area(s) and reporting areas		✓
Install necessary SST assets (ie, sensors) and, as appropriate, provision telecommunications lines and/or RF data radios	✓	

DELIVERABLES, ROLES, & RESPONSIBILITIES	SST	Customer
including antenna systems with adherence to local electrical, and other relevant codes		
Provision data communications to mobile computers to support Alert Consoles in patrol cars, command vans, etc.		✓
Integrate with complementary systems (e.g., video surveillance, CAD, Common Operating Picture)	Optional API, support only	✓
System calibration, and operational validation	✓	
End-user training (including admin training)	✓	assure stakeholder participation
Ongoing Reviewed Alerts and customer support	✓	

Accompanying Exhibit

An exhibit specifying the item listed below is incorporated herein by reference and constitutes an integral part of this proposal. Unless specifically so-stated above, should there be any question of precedence between the exhibit and this proposal, then the exhibit, a single consolidated document shall be superior to the proposal itself. Items addressed within the consolidated document are:

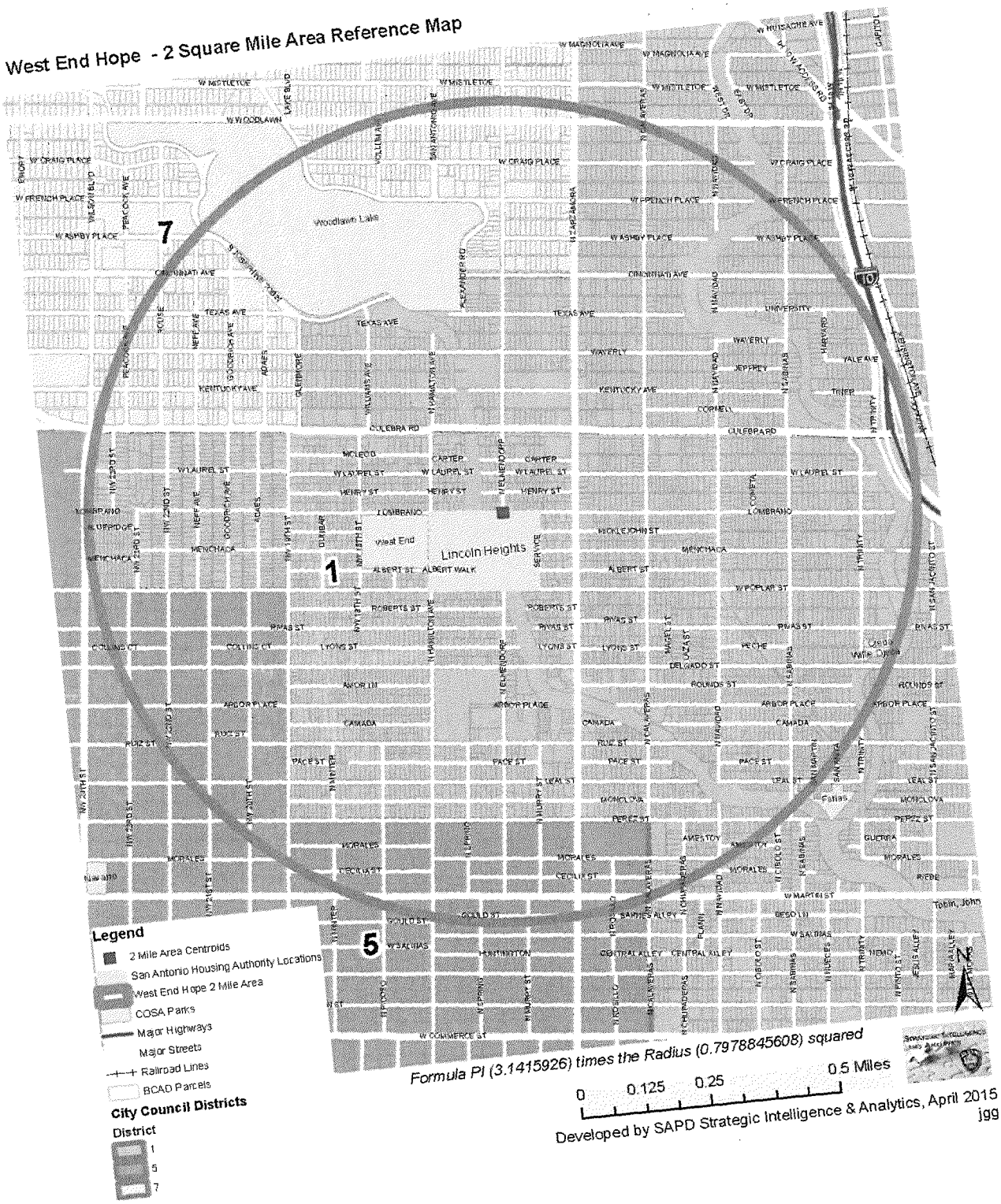
- SST Flex℠ Service Agreement

Coverage Area(s)

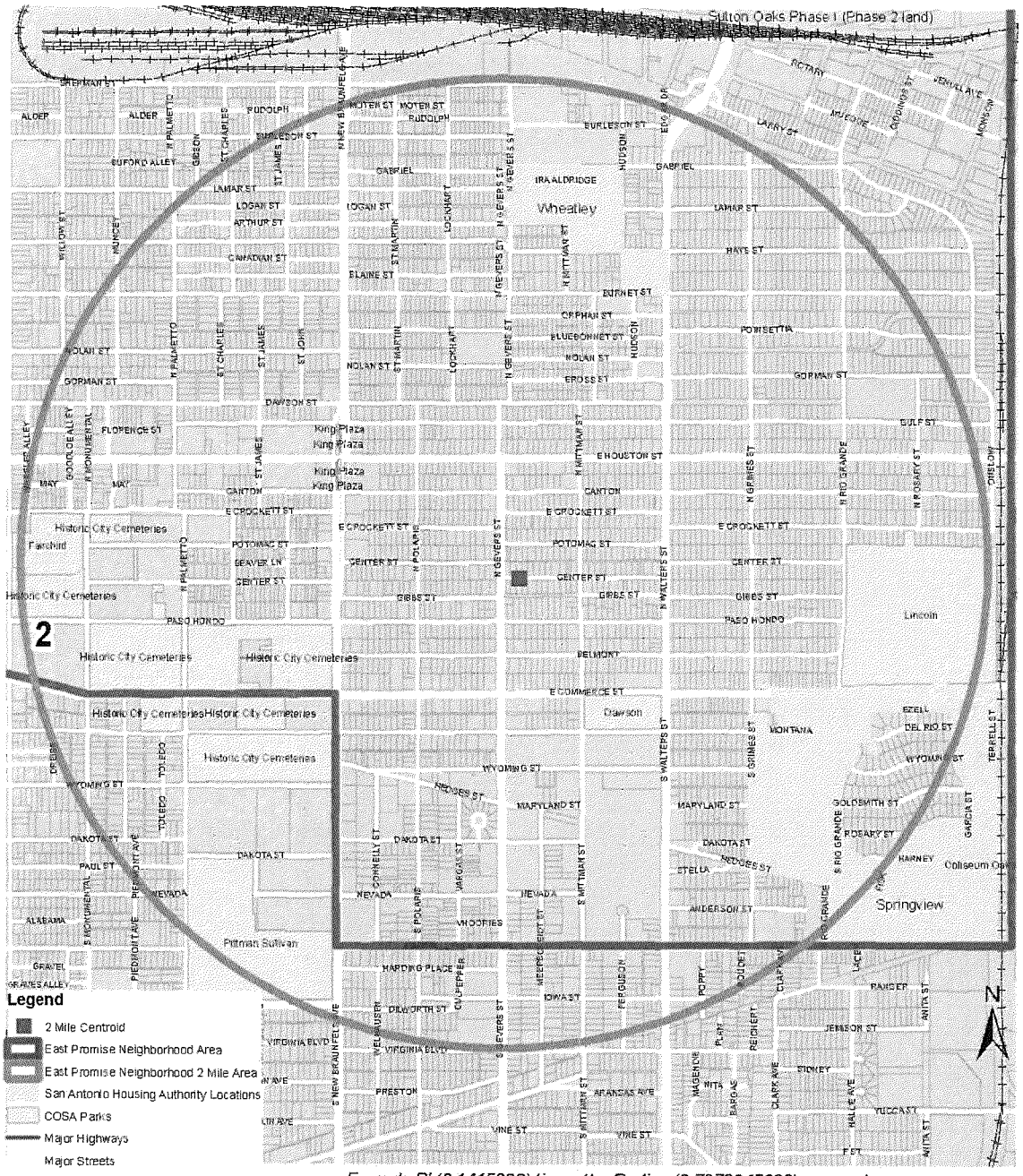
Systems are deployed to provide a blanket of coverage for one or more specified areas. Each area is bounded by a specific *coverage area perimeter*. The area(s) to be covered are shown in the aerial map image below, with each *coverage area perimeter* denoted by a boundary line.

The areas outlined in the images are rough estimates of the requested coverage area(s) and are not exact as they cannot be verified with actual acoustic propagation information to determine the precise size(s) of each area (e.g., in square miles or square kilometers). This verification can only be accomplished during the installation process, therefore the shapes may vary. Additionally if there is a discrepancy between the identified area(s) as defined by the square mileage listed in the caption and the area(s) outlined in any aerial image, the size listed in the caption text shall take precedence and be considered the true size and therefore what SST shall maximally deploy.

West End Hope - 2 Square Mile Area Reference Map



East Promise Neighborhood - 2 Square Mile Area Reference Map



Formula PI (3.1415926) times the Radius (0.7978845608) squared

0 0.1 0.2 0.4 Miles

Developed by SAPD Strategic Intelligence & Analytics, April 2015
jgg

ShotSpotter Services Agreement – Standard Terms, Conditions and Support (Domestic)

SST, Inc. (also "ShotSpotter," "we," "us," or "our") and the end-user customer (also "Customer," "you" or "your") agree to the following Services and License Agreement and General Terms and Conditions (hereinafter, "Agreement").

The following Agreement is an essential part of the "Purchase Documents" (which term shall include this Agreement and all executed proposals and purchase orders, together with all attachments and appendices) under which you purchase ShotSpotter Gunshot Location services identified in the Purchase Documents and described herein ("Service"). Your access, or use of any part of the Service (and/or signature on the purchase order and/or agreement) shall constitute your representation that you have read all the terms and conditions of this Agreement, and your acceptance of them as an integral part of the Agreement and your purchase or order of the Service. If you do not agree to be bound by these terms and conditions, do not access or use any part of the Service.

1. SERVICES. In consideration of the parties' mutual undertakings set forth in the Purchase Documents and in this Agreement, you and we agree as follows:

For purposes of this Agreement, the Service shall consist of (i) providing access by the Customer to Reviewed Alerts delivered via a password-protected internet portal ("Alert Console") and user interface supplied by SST (together the Alert Console and interface shall be called the "Software") (ii) providing access to historical Reviewed Alerts and incident information via the Software; and (iii) other services as specified in the Purchase Documents.

Reviewed Alerts consist of data for gunfire incidents, detected by the ShotSpotter Gunshot Location System and reviewed by a SST incident reviewer employee (see Exhibit A).

SST will install or convert the ShotSpotter Gunshot Location System in the coverage area specified in the Purchase Document. SST will host the Service and may update the functionality and Software of the Service from time to time in its sole discretion and in accordance with this Agreement.

Except in the circumstances where a system has been previously purchased and is being converted, SST shall retain ownership of, and all rights to, all components of the ShotSpotter Gunshot Location System, including hardware components, Software and firmware. Under this Agreement the Customer is only licensing rights to access the incident information detected by the ShotSpotter Gunshot Location System.

2. LICENSE. The following sets forth the terms and conditions of your non-exclusive, non-transferable and terminable license to use the Service and Data (as those terms are defined herein).

This License creates important legal rights and obligations, so please read it carefully before using the Service. This License constitutes an offer by us to you. **By manifesting electronically your assent to these terms, using the service, or by issuing a purchase order or signing a purchase agreement, you agree to be bound by the terms and conditions of this license.** If you do not agree to be bound by the terms of this License, do not issue or execute a Purchase Document, or use the Service.

A. RIGHTS IN DATA. All Data created, generated, modified, compiled, stored, kept or displayed by SST through the Subscription Service in the course of providing the Subscription Service and related Services to Customer, remains the sole and exclusive property of SST . Subject to subparagraph (ii) below, SST expressly reserves the rights to copy, publish, display, adapt, modify, translate, perform publicly, make works derived from, transfer, sell, offer for sale, and to use any and all Data for any purpose. Notwithstanding the foregoing sentence and although SST owns the Data with respect to the Subscription Service, SST will provide reasonable notice if any Data to be released is specific forensic or law enforcement sensitive incident information – For discussion that may pertain to any active investigation or prosecution. At no time, either in a non-exclusive or exclusive data ownership, does SST release, sell, license, or otherwise distribute the gunfire alert Data to the press or media without the prior express consent, which shall not be unreasonably withheld.

If the customer purchases the exclusivity option, then SST will not distribute to any third party any Data related to or generated by ShotSpotter Gunshot Location System in Customer's coverage area, unless in response to a valid order or subpoena issued by a court or other governmental body, or as otherwise required by law.

SST expressly reserves the rights to copy, publish, display, adapt, modify, translate, perform publicly, make works derived from, transfer, sell, offer for sale, and to use any and all Data (including, without limitation, Reviewed Alerts) for any purpose, and to authorize, license, and sublicense others to do any or all of the same.

B. RESTRICTIONS. The Software and Data are our proprietary products, may incorporate components supplied to us under license by third-party suppliers, and may be protected by United States patent, trade secret, copyright law and international treaty provisions. All such rights in and to Software and Data and any part thereof are the property of us or our suppliers. By virtue of this License, you acquire only the right to use the Software and Data in accordance with this Agreement, but otherwise acquire no license, title or ownership rights, express or implied, in or to the Software or Data, or any right to use or practice any of our patents, copyrights, trademarks, or trade secrets, all of which rights are reserved expressly by us or our suppliers. You may not make any copies of the written materials or documentation that accompanied any component of the Software, or use them, or any other information concerning the Service that we have designated as confidential, for any purpose other than bona fide use of the Service or Software for the specific purposes contemplated herein, nor allow anyone else to do so. You shall not, without our express written consent, which

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SST and ShotSpotter technology is protected by one or more issued U.S. and foreign patents, with other domestic and foreign patents pending.

may be withheld or conditioned in our sole discretion: (i) modify, adapt, alter, translate, copy, perform or display (publicly or otherwise) or create compilations, derivative, new or other works based, in whole or in part, on the Software or Data, or on the Service; (ii) merge, combine, integrate or bundle the Software or the Data, in whole or in part, with other software, hardware, data, devices, systems, technologies, products, services, functions or capabilities; (iii) transfer, distribute, make available the Service, Data, or Software to any person other than the specific end-user customer identified to SST in the Purchase Documents, sell, resell, sublicense, lease, rent, or loan the Service, Data, or Software, in whole or in part, or (iv) provide use or permit operation of any of the Service, Software or Data by any person other than the original end- user customer designated in the Purchase Documents, nor in or through any application service provider, service bureau, rental or time-sharing arrangement; (v) disassemble, decompile, or otherwise reverse engineer or attempt to reconstruct, derive, or discover, any source code, underlying ideas, algorithms, formulae, routines, file formats, data structures, programming, routines, interoperability interfaces, drawings, or plans from the Data or Software, or any data or information created, compiled, displayed, or accessible through the System, in whole or in part; or (vi) remove, modify or obscure any identification or proprietary or restrictive rights markings or notices from the Data, Software or any component thereof.

SST and its licensors retain all ownership of all intellectual property rights in and to all Data, Software, all computer programs, related documentation, technology, knowhow and methods and processes embodied in or made available to you in connection with the Service, including, without limitation, all patent rights, copyrights, trade secret rights, trademarks and service marks. All rights not expressly granted to you herein are reserved by SST. You shall take all reasonable measures to protect SST's intellectual property rights in the Service and Software, including providing assistance and measures as are reasonably requested by SST from time to time.

You are hereby placed on notice that alteration or removal of copyright management information (including, without limitation, licensor's name and other identifying information, name of the Service, the terms and conditions of this License, and identifying numbers or symbols) embodied in or associated with the Service is prohibited, because such conduct may cause others to infringe our rights in and to the system, Service and/or Software. You may also not obscure or remove any confidentiality, patent, trademark or copyright notices on any component of the Service, or any documentation.

C. TERMINATION. You agree that your right to use the Service, Software and Data will terminate automatically if you violate any of the terms of this License, or fail to timely pay any sums you owe to us or resellers or integrators of our Service, or fail to renew the Service upon expiration of the Service term. In the event of termination, your access to the Data and Software will be terminated, and SST will cease delivering Reviewed Alerts, and disable your access to the Data. Customer agrees that SST shall not be liable to Customer nor to any third party for any suspension of the Service resulting from Customer's nonpayment of fees as described in this section.

D. MODIFICATION TO OR DISCONTINUATION OF THE SERVICE. SST reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In the event that SST modifies the Service in a manner which removes or disables a feature or functionality on which Customer materially relies, SST, at Customer's request, shall use commercially reasonable efforts to restore such functionality to Customer. In the event that SST is unable to substantially restore such functionality, Customer shall have the right to terminate the Agreement and receive a pro-rata refund of the annual Service fees paid under the Agreement for use of the Service which was paid for by Customer but not yet furnished by SST as of the date of such termination. Customer acknowledges that SST reserves the right to discontinue offering the Service at the conclusion of Customer's then current term. Customer agrees that SST shall not be liable to Customer or to any third party for any modification of the Service as described in this section.

E. OTHER RESTRICTIONS. You acknowledge and agree that the source code and internal structure of the Software, Data and Service, as well as documentation, operations manual and training material are our confidential property, and trade secrets, the value of which would be destroyed by disclosure to the public. Use by anyone other than you of the Service, documentation, and Data is prohibited, unless pursuant to a valid assignment under this Agreement.

3. LIMITED EXCLUSIVE WARRANTY. Provided that you comply with your obligations under the terms and conditions stated herein, we warrant that the Software (as defined herein) will be free of defects in workmanship which materially impair the functioning of the Service and Software in substantial conformity with the specifications documentation accompanying the Service.

The Software covered under this limited exclusive warranty consists exclusively of ShotSpotter Alert Console software and user interface, installed and operated locally on customer's computers and devices supplied by SST for your use by on and in connection with a ShotSpotter System, subject to the terms and conditions of the License between you and us.

A. REVIEWED ALERT SERVICE LEVELS. As regards to sonic event review and alert services, subject to the Customer's compliance with its obligations hereunder, and to the disclaimers and limitations set forth in Exhibit A, and in Sections 5(C), 6, 7, 13 and 15 of this Agreement, we agree to provide the service levels set forth in Exhibit A, attached hereto.

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SST and ShotSpotter technology is protected by one or more issued U.S. and foreign patents, with other domestic and foreign patents pending.

B. SYSTEM CONFIGURATION AND SERVICE LEVELS.

As regards to System configuration, subject to the Customer's compliance with its obligations hereunder, and to the disclaimers and limitations set forth in Exhibit B, and in Sections 5(C), 6, 7, 13 and 15 of this Agreement, we agree to provide the service levels set forth in Exhibit B, attached hereto.

C. OTHER WARRANTY. SST warrants that the Service, Data and Software shall be free of viruses, Trojan horses, worms, spyware, or other malicious code or components.

The limited exclusive warranties expressly set forth in this Agreement are the only warranties made to you and are provided in lieu of any other warranties (if any) created by any documentation or packaging, or otherwise express or implied. These limited exclusive warranties give you specific legal rights, and you may also have other rights which vary by jurisdiction.

4. SST SUPPORT. During the term of the Services, SST will make commercially reasonable efforts to promote Customer's successful utilization of the Service, including but not limited to providing Customer with user guides, online help, online training presentation, and online training sessions (as available). SST will provide reasonable efforts to respond via email to requests for support relating to incident classification within 8 hours of the request.

In addition, SST will use commercially-reasonable efforts to respond to other support requests within 24 hours of receipt of the request during the period of 8am to 5 pm Monday through Friday. The e-mail support specialist shall be responsible for receiving Customer reports of missed incidents, or errors in the Service, and, to the extent practicable over email or telephone, making commercially-reasonable efforts to assist the Customer in resolving the Customer's reported problems. In the event the problem cannot be resolved telephonically, then SST will use commercially-reasonable efforts to restore functionality of the Service to Service specifications within 72 business hours of receipt of the report.

A. FORENSIC REPORTS. SST, at the specific request of the customer, will produce and provide a reasonable quantity of detailed incident forensic reports for any ShotSpotter detected incidents, including Reviewed Alerts, if such information is deemed by the customer to be valuable to the customer for investigation follow-up, prosecutorial requirements, or after action review.

Such reports must be requested a minimum of 5 days in advance of when needed, and all such requests must be in writing and addressed to the SST Customer Service Department. Customer should expect delivery of these reports within 5 days after receipt of the request. This benefit shall only be available to Customer if Customer is fully current with payments due under this Agreement. In the case that Customer is not current with their payments, then forensic reports shall not be generated nor provided to Customer until Customer becomes current with its payment obligations.

B. EXPERT WITNESS SERVICES. SST offers reasonable expert witness services. The Customer will be responsible for all travel and per diem reimbursement. At the specific request of the customer, SST will provide individual(s) for the purposes of expert witness testimony for any ShotSpotter detected incidents, including Reviewed Alerts, for which the incident information is deemed by the customer to be valuable to the customer's prosecutorial requirements. Customer understands that SST undertakes to provide individuals whose qualifications are sufficient for such services, but does not warrant that any person or his or her opinion will be accepted by every court. SST requires at least fourteen (14) days prior notice of such a requirement in writing from the Customer. Customer must include dates, times, specific locations and a point of contact for SST personnel. Due to the nature of legal proceedings, SST cannot guarantee that its services described in this section shall produce the outcome, legal or otherwise, which Customer desires. Payment for expert witness services described shall be due and payable when services are rendered regardless of the outcome of the proceedings.

5. TERM, RENEWAL

A. TERM AND COMMENCEMENT. The Service term shall be specified in the Purchase Document and will commence on the date that the Service is available to the Customer via the Alert Console.

B. RENEWAL. The Service may be renewed for successive periods of one year each, in accordance with the following procedure. Not later than thirty (30) days prior to the expiration of the Service term then in effect, Customer shall issue a purchase order and tender payment in full for the next annual renewal (unless otherwise agreed in writing by SST), and the term shall be renewed for another year. SST shall provide Customer with renewal fees, terms and conditions for the next successive renewal term upon Customer's request but no later than 90 days from the expiration date. Customer acknowledges that the Service fees, terms and conditions and service levels hereunder are subject to change and that such fees, terms and conditions, and service levels may vary from those applicable to this Agreement in successive renewal terms.

If Customer fails to renew in a timely manner and hence allows the Service term to expire then the Service will terminate in accordance with Section 2. C. At its discretion, SST may remove the ShotSpotter Gunshot Location System and any components from the coverage area at that time. If SST does not remove the ShotSpotter Gunshot Location System from the coverage area, Customer may reinstate the Service at a later date by renewing, however Customer will not have access to any Reviewed Alerts that they would have had access to during the lapsed period.

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SST and ShotSpotter technology is protected by one or more issued U.S. and foreign patents, with other domestic and foreign patents pending.

C. COMMERCIAL CARRIER DATA SERVICES. The ShotSpotter Gunshot Location System may use wired, wireless or cellular wireless acoustic sensor communications which necessitates the existence of a real-time data communications channel from each sensor to the hosted servers via a commercial carrier. The unavailability or deterioration of the quality of such wired, wireless or wireless cellular communications may impact the ability of SST to provide the Service. In such circumstances SST will use commercially reasonable efforts to obtain alternate wired or wireless cellular communications or adjust the coverage area as necessary. In the event SST is unable to do so, SST will terminate the Service and refund a pro-rata portion of the annual Service fee to Customer.

6. IP INFRINGEMENT; EXCLUSIVE REMEDY. Subject to the terms and conditions hereof, SST agrees to defend and indemnify Customer (provided it is the actual End-user Customer of the Service) from and against losses, suits, damages, liability and expenses (including reasonable attorney fees) arising out of a claim asserted in a lawsuit or action against the end-user customer by a third party unrelated to the customer, in which such third party asserts a claim that the Service and/or Software, when used in accordance with SST's specifications and for the purposes intended, infringes any United States patent which was issued by the U.S. Patent and Trademark Office, or United States copyright which was registered by the U.S. Copyright Office, as of the effective date of Customer's agreement to purchase the ShotSpotter Flex System.

Provided, however, that SST shall have the right to choose counsel to defend such suit and/or action, and to control the settlement (including determining the terms and conditions of settlement) and the defense thereof, and that Customer shall provide SST with reasonably prompt written notice of any such suit or action, and of any oral, written or other communication or other information or circumstances of which Customer becomes aware that could reasonably be expected to lead to such a suit or action (including any and all cease and desist demands or warnings, and offers or invitations to enter license agreements), and shall provide SST all reasonable assistance and information in connection with SST's investigation and defense of any claim of infringement.

Further provided, however, that this section shall not apply and SST shall have no obligation to defend and indemnify Customer in the event the Customer or a reseller, integrator, service provider or supplier modifies, alters, substitutes, or supplements any of the Service, or Software, or to the extent that the claim of infringement arises from or relates to the integration, bundling, merger or combination of any of the same with other hardware, software, systems, technologies, or components, functions, capabilities or applications not licensed by SST as part of the Service, nor shall it apply to the extent that the claim of infringement arises from or relates to meeting or conforming to any instruction, design, direction or specification furnished by the Customer, nor to the extent that the Service or Software are used for or in connection with any purpose, application or function other than detecting and locating gunshots exclusively through acoustic means.

If, in SST's opinion, the Service, or Software may, or is likely to become, the subject of such a suit or action, does become the subject of a claim asserted against a customer in a lawsuit which SST is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to SST's obligations under this section, then SST may in full and final satisfaction of any and all of its obligations under this section, at its option: (1) procure for Customer the right to continue using the affected Service or Software, (2) modify or replace such Service or Software to make it or them non-infringing, or (3) refund to the purchaser a pro-rata portion of the annual Service price paid for the Service System

The foregoing section states the entire liability of SST and customer's and its suppliers' exclusive remedy for or relating to infringement or claims or allegations of infringement of any patent, copyright, or other intellectual property rights in or to the system, system components, and software. This section is in lieu of and replaces any other expressed, implied or statutory warranty against infringement of any and all intellectual property rights.

7. LIMITED WARRANTIES EXCLUSIVE; DISCLAIMERS *IMPORTANT; PLEASE READ CAREFULLY*

To the maximum extent permitted by applicable law, the limited warranties expressly set forth above are exclusive, and in lieu of all other warranties, whether written, oral, express, implied or statutory. There are no warranties that extend beyond those expressly set forth herein, and no prior statements, representations, or course of dealing by any SST representatives shall vary, expand or modify these warranties.

To the maximum extent permitted by applicable law, all other representations or warranties, express, implied, or statutory, including without limitation, any warranties of non-infringement, quality, suitability, merchantability, fitness for a particular purpose or otherwise of any services or

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any goods provided incidental to the services provided under this agreement are hereby expressly disclaimed and superseded by the exclusive limited express warranty and disclaimers set forth herein.

Without limiting the generality of the foregoing limitations and disclaimers, while the Service is not designed, sold, or intended to be used to detect, intercept, transmit or record oral or other communications of any kind, SST cannot control how the Service is used, and, accordingly, SST does not warrant or represent, expressly or implicitly, that use of the Service will comply or conform to the requirements of federal, state or local statutes, ordinances and laws, or that use of the Service will not violate the privacy rights of third parties. You shall be solely responsible for using the Service in full compliance with applicable law and the rights of third persons.

Further, regardless of any prior statements, representations, or course of dealings by any SST representatives, we do not warrant or represent, expressly or implicitly, that the Service or its use will: result in the prevention of crime or hostile enemy action, apprehension or conviction of any perpetrator of any crime, military prosecution of any enemy force, or detection or neutralization of any criminal, combatant or threat; prevent any loss, death, injury, or damage to property due to the discharge of a firearm or other weapon; in all cases result in a Reviewed Alert for all firearm discharges within the designated coverage area;; or that the SST-supplied network will remain in operation at all times or under all conditions.

SST expressly disclaims, and does not undertake or assume any duty, obligation or responsibility for any decisions, actions, reactions, responses, failure to act, or inaction, by Customer as a result of or in reliance on, in whole or in part, any Services or Reviewed Alerts provided by SST, or for any consequences or outcomes, including any death, injury, or loss or damage to any property, arising from or caused by any such decisions, actions, reactions, responses, failure to act, or inaction. It shall be the sole and exclusive responsibility of the Customer to determine appropriate decisions, actions, reactions or responses, including whether or not to dispatch emergency responder resources. The Customer hereby expressly assumes all risks and liability associated with any and all action, reaction, response, and dispatch decisions, and for all consequences and outcomes arising from or caused by any decisions made or not made by the Customer in reliance, in whole or in part, on any Services provided by SST, including any death, injury, or loss or damage to any property.

Any and all warranties, express or implied, of fitness for high risk purposes requiring fail-safe performance are hereby expressly disclaimed.

You and we each acknowledge and agree that the Service is not a consumer good, and is not intended for sale to or use by or for personal, family or household use.

8. YOUR OBLIGATIONS. You acknowledge and agree that SST's duties, including warranty obligations, and ability to perform its obligations to you shall be predicated and conditioned upon your timely performance of and compliance with your obligations hereunder, including, but not limited to:

A. You agree to pay all sums due under the purchase agreement or order as and when they are due pursuant to the terms of such agreement or order. Actual access and use of the SST Service shall constitute evidence that the Service is active and the final payment is due.

B. You agree to use your best efforts to timely perform and comply with all of your obligations allocated to you in the Purchase Documents and/or other contract documents, including, without limitation, provisions regarding assisting SST in obtaining sensor site permissions from premises owners or lessors, in locations reasonably acceptable to SST, which obligations are incorporated by reference and made a part hereof. Unless the Statement of Work or other contract documents signed by SST allocates such obligations to SST expressly, customer shall be responsible for securing from premises owners or lessors all rights necessary to enter onto their premises to install sensors, and to place, operate and maintain such sensors on such premises. SST's duties, including warranty obligations to you shall be predicated and conditioned upon your timely performance of and compliance with your obligations set forth herein, and in the Purchase Documents.

C. You shall not permit any alteration, modification, substitution or supplementation of the SST Service or web portal, or the combining, connection, merging, bundling, or integration of the SST Service or web portal into or with any other system, equipment, hardware, software, technology, function or capability, without our prior written consent.

D. Unless otherwise expressly agreed in advance in writing by SST, you shall not resell, transfer, distribute or allow access to the Service or web portal or any portion thereof, to any person other than the specific end-user previously identified to SST in the Purchase Documents, and shall not authorize or appoint any contractors, subcontractors, original equipment manufacturers, value added integrators, systems integrators or other third parties to operate, have access to, or sublicense the Products.

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E. Customer Must Have Internet Access. In order to use the Service, Customer must have or must obtain access to the World Wide Web to enable a secure https connection from the customers work station to SST's hosted services. , either directly or through devices that access Web-based content. Customer must also provide all equipment necessary to make such (and maintain such) connection.

F. Passwords and Access. Customer may designate up to the number of users under Customer's account which corresponds to the access required by assigning unique passwords and user names. Customer will be responsible for the confidentiality and use of Customer's password and user names, and agrees that sharing passwords and/or user names with unauthorized users is prohibited.

G. You shall comply with all applicable laws, rules and regulations relating to the goods and services provided hereunder.

9. INTELLECTUAL PROPERTY RIGHTS; LIMITED LICENSE. We or our licensors retain all ownership of all intellectual property rights in and to all data, software, computer programs, related documentation, technology, knowhow and processes embodied in or made available to you in connection with the Service, and Software, including, without limitation, all patent rights, copyrights, trade secret rights, trademarks and service marks. Your rights to install and use the Data and Software are limited, and shall be strictly in accordance with the License set forth in Section 2 hereof. Any and all rights not granted expressly in such License are hereby reserved.

10. EXPORT CONTROL. You acknowledge that the ShotSpotter Flex System is the subject of a Commodity Jurisdiction determination by the United States Department of State, and has been determined to be a controlled commodity, software and/or technology subject to the United States Export Administration Regulations of the U.S. Department of Commerce. Accordingly, no part of the Data, Software, ShotSpotter Flex System or any GLS System component thereof may be transferred, consigned, shipped, delivered, received, exported or re-exported, nor may any technical data directly relating to any of the same or the underlying information or technology be disclosed, downloaded, uploaded, transmitted, received, furnished, or otherwise provided, to, by or through any person, government, country, or to any end-user, or for any end-uses, except in compliance with applicable U.S. export control laws administered by the U.S. Government, and any other applicable U.S. laws, including the sanctions laws administered by the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC), the U.S. Anti-Boycott regulations, and any applicable laws of your country. In this respect, no resale, transfer, or re-export of any ShotSpotter Flex System exported to you pursuant to a license from the U.S. Department of Commerce may be resold, transferred, or reported without prior authorization by the U.S. Government. Customer agrees not to export, re-export or engage in any "deemed export," or to transfer or deliver, or to disclose or furnish, to any foreign (non- U.S.) government, foreign (non-U.S.) person or end-user, or to any U.S. person or entity, any of the ShotSpotter Flex System, GLS System components, Data, Software, Services, or any technical data or output data or direct data product thereof, or any service related thereto, in violation of any such restrictions, laws or regulations, or without all necessary registrations, licenses and or approvals. Unless otherwise agreed and so specified in the Purchase Documents, you shall obtain and bear all expenses relating to any necessary determinations, registrations, licenses and/or exemptions with respect to its exportation, re- exportation or "deemed export" of the ShotSpotter Flex System, Data, Software or any GLS System Components or Services, as well as with respect to the disclosure or furnishing of any technical data or other information and services relating to any of the same.

In addition to compliance with the foregoing, and without limiting the generality thereof, Customer shall not disclose, discuss, download, ship, transfer, deliver, furnish, or otherwise export or re-export any such item(s) to or through: (a) any person or entity on the U.S Department of Commerce Bureau of Industry and Security's List of Denied Persons or Bureau of Export Administration's anti- proliferation Entity List; (b) any person on the U.S. Department of State's List of Debarred Parties; (c) any person or entity on the U.S. Treasury Department Office of Foreign Asset Control's List of Specially Designated Nationals and Blocked Persons; or (d) any other end-user or for any end-use prohibited by law or regulation, as any and all of the same may be amended from time to time, or any successor thereto.

11. PROTECTION OF CONFIDENTIAL INFORMATION. Unless either party (the "Receiving Party") obtains prior written consent from the other (the "Disclosing Party"), the Receiving Party agrees that it will not reproduce, use for purposes other than those expressly permitted herein, disclose, sell, license, afford access to, distribute, or disseminate any information: i) obtained from the Disclosing Party in connection with the System purchase, installation or operation, and designated by it from time to time as confidential; ii) the documentation, use and operations manuals; and output data created or compiled by the ShotSpotter Flex System; iii) your use of the ShotSpotter Flex System or technology, your deployment methodology, results, or related facts; iv) the contractual terms and payment terms applicable to the purchase of the ShotSpotter Flex System or technology, except as required by local law (collectively, "Confidential Information") Unless a section of the Purchase Document(s) specifically identifies the identity of Customer as Confidential Information, the fact that Customer is a customer of SST shall not itself be

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considered Confidential Information, nor shall the name of any city in which the ShotSpotter GLS System is deployed be considered confidential information. Recipient's obligations under this section shall not apply to any of Discloser's Confidential Information that Recipient can document: (a) was in the public domain at or subsequent to the time such Confidential Information was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Recipient by such Discloser; (c) was developed by employees or agents of Recipient independently of and without reference to any of Discloser's Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any of Discloser's Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Agreement shall not be considered to be a breach of this Agreement by such Recipient; provided, however, such Recipient shall provide prompt prior written notice thereof to such Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure. Receiving Party shall use reasonable controls to protect the confidentiality of and restrict access to all such Confidential Information to those persons having a specific need to know the same for purposes expressly authorized herein, and render unreadable prior to discarding, all records containing our Confidential Information. In any event such controls shall not be less protective than those Receiving Party uses to secure and protect its own confidential, but not "Classified" or otherwise Government-legended, information.

12. NOTICES. Any notice or other communication required or permitted to be given under this Agreement shall be in writing at such party's address or number or at such party's last known address or number. The party's addresses may be changed by written notice to the other party as provided herein.

13. FORCE MAJEURE. In no event shall SST be liable for any delay or default in its performance of any obligation under this or any other agreement caused directly or indirectly by an act or omission of Customer, or persons acting under its direction and/or control, fire, flood, act of God, an act or omission of civil or military authority of a state or nation, strike, lockout or other labor disputes, inability to secure, delay in securing, or shortage of labor, materials, supplies, transportation, or energy, failures, outages or denial of services of wireless, power, telecommunications, or computer networks, acts of terrorism, sabotage, vandalism, hacking, natural disaster or emergency, war, riot, embargo or civil disturbance, breakdown or destruction of plant or equipment, or arising from any cause whatsoever beyond SST's reasonable control. At SST's option and following notice to Customer, any of the foregoing causes shall be deemed to suspend such obligations of SST so long as any such cause shall prevent or delay performance, and SST agrees to make and Customer agrees to accept performance of such obligations whenever such cause has been remedied.

14. DEFAULT; REMEDIES. Upon the occurrence of any default by or breach of your obligations, we may at our option, effective immediately, either: (i) terminate our future obligations under this agreement, terminate your License to use the Service and Software, or (ii) accelerate and declare immediately due and payable all remaining charges for the remainder of the agreement and proceed in any lawful manner to obtain satisfaction of the same. In either case, you shall also be responsible for paying court costs and reasonable attorneys' fees incurred by or on behalf of us, as well as applicable repossession, shipping, repair and refurbishing costs.

15. LIMITATIONS ON LIABILITY. In no event shall either party, or any of its affiliates or any of its/their respective directors, officers, members, attorneys, employees, or agents, be liable to the other party under any legal or equitable theory or claim, for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, or consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages.

In any event, except for its IP infringement indemnity obligations under section 6 hereof, SST's cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever (including, but not limited to, those arising out of or related to this agreement) and regardless of the form of action or legal theory shall not exceed two times the amount paid to SST under this agreement, or the amount of insurance maintained by SST available to cover the loss, whichever is greater. The foregoing limitations shall apply without regard to any failure of essential purpose of any remedies given herein.

16. GENERAL PROVISIONS.

A. NO AGENCY. Neither SST nor any of its employees is an agent or representative of Customer and the Customer is solely responsible for obtaining any required authorizations from any governmental agency, body or commission and for compliance therewith.

B. COMPLIANCE WITH LAWS AND TAXES. You shall comply with all applicable laws, statutes and regulations relating to the sale, distribution, and use of the Service and the performance of your duties and obligations

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hereunder. All prices are exclusive of all tariffs, customs duties, imposts, national, federal, provincial, state, and local VAT, excise, sales, use and similar taxes. You will be pay and be responsible for paying any and all such taxes and tariffs, when applicable.

C. EQUAL OPPORTUNITY CONTRACT CLAUSE. SST is committed to the provisions outlined in the Equal Opportunity Clauses of Executive Order 11246, (41 CFR 60-1.4), section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)), section 402 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-250.5(a)), and, the Jobs for Veterans Act of 2003, (41 CFR 60-300.5(a)) as well as any other regulations pertaining to these orders.

D. SEVERABILITY AND INTERPRETATION. If any provision, in whole or in part, of this Agreement and/or the Purchase Documents of which it is a part is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions, and there shall be substituted for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision. No part or provision shall be interpreted in favor or against any party because such party or its counsel drafted the relevant provision. No course of dealing, usage, custom of trade, or communication between the parties shall modify or alter any of the rights or obligations of the parties under this Agreement and Purchase Document(s).

E. INTEGRATION, AMENDMENT AND WAIVER. This Agreement, and the Purchase Document(s) of which it is a part, together with any other exhibits or appendices thereto, constitute the entire understanding between SST and you. No other documents or representations shall be used in interpreting it. Any and all written or oral agreements heretofore existing between the parties are expressly cancelled and/or superseded. Any other document, proposal, specification, statement of work, marketing collateral, or representation which may vary, alter, amend or supplement these terms and conditions will not be binding unless agreed to in a writing signed by appropriate representatives of both SST and Customer. No modification, variance, amendment or waiver of any part of Agreement or Purchase Document(s) shall be binding upon either party, whether written, oral, or in any other medium, unless made in writing and signed by authorized representatives of both parties. All the parties' rights and duties are material and time is of the essence; no waiver of any rights hereunder shall be deemed effective unless in writing executed by the waiving party; no waiver of either party's breach of any provision of this Agreement or Purchase Documents shall constitute a waiver of any prior or subsequent breach of the same or any other provision, and no failure to exercise, and no delay in exercising, any right(s) hereunder on either party's part shall operate as a waiver of any such right; all of the parties' rights are cumulative; and, no single or partial exercise of any right hereunder shall preclude further exercise of such right or any other right.

F. BENEFIT AND BURDEN; ASSIGNMENT. Subject to the following provisions, this Agreement and the Purchase Documents of which they are a part shall be binding upon permitted successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns only. **Notwithstanding that the Service and Software, and its output data may be used for law enforcement, military, public safety, and force protection purposes, there are no third party beneficiaries intended to benefit from these general terms and conditions of sale, or the agreement or order of which they are a part.** Customer may not assign or transfer this Agreement and the Purchase Documents of which they are a part, or any of the rights granted therein, in whole or in part, by operation of law or otherwise, without SST's express prior written consent. SST may assign or transfer this Agreement and the Purchase Documents and/or SST's rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining Customer's consent. No assignee for the benefit of Customer's creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or any other officer of a court, or other person charged with taking custody of Customer's assets or business, shall have any right to continue or to assume or to assign these without SST's express consent.

G. GOVERNING LAW AND DISPUTE RESOLUTION. The validity, performance, and construction of this agreement shall be governed by the laws of the laws of the State of California, without giving effect to the conflict of law principles thereof. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and shall not apply. If the parties disagree as to any matter arising under this Agreement or the relationship and dealings of the parties hereto, then SST and Customer shall promptly consult with one another and make diligent, good faith efforts to resolve the disagreement, by negotiation. Should the dispute not be resolved within a reasonable time after commencement of such negotiations, it shall be mediated before one or more mediators mutually acceptable to both parties. Costs of mediation will be allocated as part of the resolution in mediation, but absent such resolution, shall be paid equally by the parties. If such effort is unsuccessful, any controversy or claim arising out of or relating to this Agreement or the validity or breach of any of the provisions thereof, or the relationship, dealings, rights, and obligations of the parties, or use of the Service, shall be settled by binding arbitration, before three arbitrators, in or as near as possible to Newark, California, United States of America, or in such other location as the parties may agree, in accordance with the Commercial Rules of the American Arbitration Association in effect on the date of this agreement. Such arbitration shall be conducted before

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three arbitrators. The parties acknowledge and agree that this agreement involves a commercial transaction in commerce and that arbitration and award hereunder shall be governed by the federal Arbitration Act. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In addition to any other remedies to which it may be entitled, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs (including expert witness fees and costs) incurred in connection with enforcing its rights or defending itself.

All parties hereby irrevocably waive any and all rights they may have to a trial by jury in any judicial proceeding involving any claim relating to or arising under this agreement or any other agreement between the parties hereto.

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EXHIBIT A - Reviewed Alert Service Levels

The ShotSpotter Flex System detects loud impulsive incidents, classifies them as gunfire, fireworks, or other, and sends them to the SST Incident Review Center. Within 15 seconds of receiving the incident audio download, SST review personnel will begin analysis of the incident, which will include observing sensor audio wave files and listening to sensor audio. The outcome of this review is intended to confirm or change the System's classification of the incident type, and, depending on the reviewer's confidence level that the incident is or may be gunfire, will result in an alert ("Reviewed Alert") sent to the Customer's **Alert Console,** based on the following criteria:

Incident Type	Action
High confidence incident is gunfire	Reviewed Gunfire Alert sent to Customer Alert Console
Uncertain if incident is gunfire or not	Reviewed Possible Gunfire Alert sent to Customer Alert Console
Low confidence incident is gunfire	**No alert will be sent;** incident available for customer review in the incident history available through the Customer Alert Console

Reviewed Alerts are sent to the Customer Alert Console. Information in a Reviewed Alert will include the location of the incident, the reviewer's qualitative assessment of the confidence level that the incident is or may be gunfire, along with other pertinent information and data.

Specifically, information provided in a Reviewed Alert may include any or all of the following:

- "Dot on the map" and closest parcel address denoting the location of the incident
- Qualitative Confidence that the incident is gunfire: High or Uncertain
- Qualitative Severity: Single shot, multiple shots, drive by shooting, full automatic
- Comments (if any)

The majority of incidents will be processed within 45 seconds of the System notifying the SST Incident Review Center of an incident and 90% of the incidents will be processed in less than 60 seconds. In the unlikely event that the review center loses connection to the hosting facility or the review center is unable to process the incident within approximately 60 seconds for some reason, the system will automatically route unreviewed incidents directly to the customer based on the systems classification of the incident. In the event the reviewed incident data reveals information that will aid in responder situational awareness, SST may (but is not obligated to) include this information as Comments in the Reviewed Alert.

During major holidays such as in the case of New Years Eve, Independence Day, and Cinco de Mayo, most communities experience a large increase in firework activity. During these periods, usually at least 48 hours in advance of the holiday, during the holiday and 48 hours following the holiday, SST will put the system into fireworks suppression mode so that the reviewers can focus their response to incidents classified as gunfire. SST will inform the customer prior to the system being placed in fireworks suppression mode and when fireworks suppression mode is disabled. The actual timing of fireworks suppression mode being active is determined by the review center based on the level of fireworks being discharged. While in fireworks suppression mode, fireworks incident alerts are not sent to the reviewer nor the customer alert console, however all firework incidents continue to be stored in the data base should any of this information be needed at a later time.

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The purpose of the Reviewed Alert Service is to provide incident data to the Customer, reviewed, analyzed and classified in the manner described above, in situations where the analyst's qualitative confidence that an incident is or may be gunfire meets the criteria set forth above. However, it is the sole responsibility of the Customer to interpret the data provided, and to determine any appropriate follow-up reaction or response, including whether or not to dispatch emergency responder resources based on a Reviewed Alert. SST does not undertake any obligation, duty or responsibility for reaction, response, or dispatch decisions, which are solely and exclusively the responsibility of Customer, or for the consequences or outcomes of any decisions made or not made by the Customer in reliance, in whole or in part, on any services provided by SST.

The Incidents & Reports Portal provides the Customer with full and immediate access to all incident history including the same information SST uses in its internal review process. This information includes, among other things, the initial incident classification and any reclassifications of an incident, incident audio wave forms, and incident audio files. This enables the Customer to perform its own incident reviews and run various reports. This data access is available as long as the Customer is under active subscription.

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EXHIBIT B - System Configuration and Service Levels

SST will deploy or have deployed a ShotSpotter Flex system over the agreed upon coverage area. The system will be designed to detect at least 80% of the unsuppressed outdoor gunfire, with a location accuracy to the shooter's location within 25 meters, after sensor calibration. These performance levels are predicated on the deployment of sensors at all such sites, the foregoing performance levels may be compromised.

The sensors send incident information to a server in a SST hosting facility via third party cellular, wireless or wired networks. SST is not responsible for outages on the third party networks. SST will be responsible for installation and maintenance of the sensors and cost of the sensor communications to the hosted location server. The hosted server infrastructure (exclusive of communications networks) shall be maintained at 99.9% application availability exclusive of scheduled maintenance that SST will make reasonable efforts to coordinate with the customer.

The connection between the reviewer's console and the Customer's Alert Console is secured using a secure message protocol over http connection, where individual messages are encrypted using the same Public Key Infrastructure ("PKI") as a secure VPN connection.

Providing local access to the internet for the Alert Console is the responsibility of the Customer, as is providing a work station with access to the internet. The Customer may choose to set up multiple sessions of Alert Consoles as a form of redundancy.

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Miami-Gardens, FL Police Department

Assistant Chief Al Lewers[redacted]

- Full integration of ShotSpotter data throughout Patrol, Community Policing Program, Investigations, and Crime Analysis
- Coordinated teamwork with ATF and use of NIBIN; MGPD proactively collects shell casings on ShotSpotter incidents and develops linkages with weapons, casings and suspects
- In process of implementing Real-Time Crime Center where ShotSpotter will be integrated with other systems, including video

Puerto Rico Police Department

Director Miosotis Ortiz[redacted])

Governor's Security Advisor Maria Theresa Rivera Corujo[redacted]

- Full integration of ShotSpotter data into PRPD Real-Time Crime Intelligence Center
- Implementation of ShotSpotter Task Force Unit focused on responding to ShotSpotter alerts and proactive patrol strategies based on gunfire analysis.
- Working with municipal police departments to leverage their patrol resources
- Use of strategic press events to relay success of program and further drive crime deterrence effect

Milwaukee (WI) Police Department

Chief Edward Flynn[redacted])

Captain David Salazar[redacted])

- Full integration of ShotSpotter gunfire data in the MPD Intelligence Fusion Center & the Southeast Wisconsin Threat Analysis Center (STAC); Expansive use of gunfire data in crime analysis and proactive, predictive planning and intervention programs (such as MPD's TAAP – Technology-Assisted Apprehension and Prevention Program; and integration of gunfire data with other intelligence sources – social media, ALPR, parolee/probationer info, etc.)
- Specialized ShotSpotter patrol, response and investigative teams
- ShotSpotter data reported and reviewed daily and weekly in CompStat and Command Staff meetings for targeted strategies and deployments
- Collaborative teamwork with ATF and FBI using ShotSpotter intelligence (NIBIN, eTrace)
- Extensive use of gunfire intelligence to support proactive, violence intervention initiatives
- ShotSpotter results and use shared with community, city management and other key stakeholders
- Gunfire data and evidence actively used by prosecutors to make convictions and close cases

Minneapolis (MN) Police Department

Chief Janee Harteau[redacted]

Commander Scott Gerlicher[redacted])

- Camera integration with ShotSpotter system
- Full integration of ShotSpotter data into MPD Real-Time Crime Intelligence Center

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- Coordinated teamwork with ATF and use of NIBIN, IBIS and eTrace; MPD proactively collects shell casings on ShotSpotter incidents and develops linkages with weapons, casings and suspects
- Extensive firearms tracing efforts (recovers on average 700+ guns annually)
- Community and youth-based programs coordination

Boston (MA) Police Department

Commissioner William Evans [redacted]
Former Commissioner Edward Davis [redacted])
Lt. Harry Cataldo [redacted])

- Inclusion of ShotSpotter gunfire data in BPD's BRIC (Boston Regional Intelligence Center) and its RTCC (Real-Time Crime Center)
- BPD reviewing ShotSpotter incident data in real-time integrated with parolee/probationer GPS bracelet locations, video cameras, ALPRs, and other GIS and data-sorting technologies (to quickly show recent incidents and known offenders)
- ShotSpotter intelligence used daily and weekly in CompStat and PACT (Partners Advancing Community Togetherness) person-based strategic approach (group violence intervention)
- Gunfire data and evidence actively used by prosecutors to make convictions and close cases

Kansas City (MO) Police Department

Chief Darryl Forte [redacted]
Commander Scott Caron [redacted])

- ShotSpotter data and intelligence used in KCPD's Law Enforcement Resource Center (LERC), its Real-Time Crime Center; Gunfire data supporting intelligence & comprehensive crime analysis, and terrorism threats
- ShotSpotter data used to support planning of strategic and targeted deployments
- Collaborative partnership with ATF in actively using ShotSpotter data and evidence found at incidents (shell casings) to develop weapons, suspect and victims linkages

San Francisco (CA) Police Department

Chief Greg Suhr [redacted])
Commander Bob Moser [redacted]

- Extensive use of ShotSpotter audio and forensic evidence in prosecutions; has served very successful in getting a number of convictions of violent and repeat offenders
- ShotSpotter has supported and cleared officer-involved shootings, minimizing liability for the officers, police department and the city
- ShotSpotter data is used as a critical intelligence source in CompStat and regular crime analysis and planning, particularly for strategic deployments
- Integration with other intelligence sources, including cameras and ALPRs

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Richmond (CA) Police Department

Chief Chris Magnus [redacted]

Lt. Eric Smith [redacted]

- Extensive use of ShotSpotter audio and forensic evidence in prosecutions; has served very successful in getting a number of convictions of violent and repeat offenders
- ShotSpotter intelligence used in violence intervention initiatives targeting violent and repeat offenders
- Communication and outreach with community to support use of ShotSpotter as an intelligence and safety tool for RPD; Has garnered significant community support and trust for RPD

Omaha (NE) Police Department

Chief Todd Schmaderer [redacted])

Captain Kerry Neumann [redacted]

- Specialized ShotSpotter patrol, response and investigative teams
- Investigative teams in particular have had significant results from the use of the gunfire data to close cases and make prosecutions and convictions
- ShotSpotter data actively used in crime and intelligence analysis, and supports strategic deployments

South Bend, IN Police Department

Chief Ron Teachman [redacted]

Deputy Chief Scott Ruszkowski [redacted]

Deputy Chief Gary Horvath [redacted])

- Targeted policing focus in areas of gunfire incidents based on ShotSpotter data
- Enhanced community interaction on all gunfire incidents by new protocol of knocking on doors of all surrounding homes and businesses at incident sites to engage with residents and reinforce message of public safety commitment by the PD
- Regular updates on successes using ShotSpotter data has helped significantly in improving trust from community members previously feeling disenfranchised
- Coordinated teamwork with federal partners and SBPD proactively collects shell casings on ShotSpotter incidents and develops linkages with weapons, casings and suspects

Stockton, CA Police Department

Chief Eric Jones [redacted])

Captain Aaron Rose [redacted])

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- Full integration of ShotSpotter data throughout Patrol, Community Policing Program, Investigations, and Crime Analysis
- Coordinated teamwork with ATF and use of NIBIN; SPD proactively collects shell casings on ShotSpotter incidents and develops linkages with weapons, casings and suspects
- Use of ShotSpotter gunfire data in Ceasefire Program and other community and youth-based programs
- Regular press and community outreach and events on SPD successes using ShotSpotter data has resulted in broad-based community and philanthropic community support

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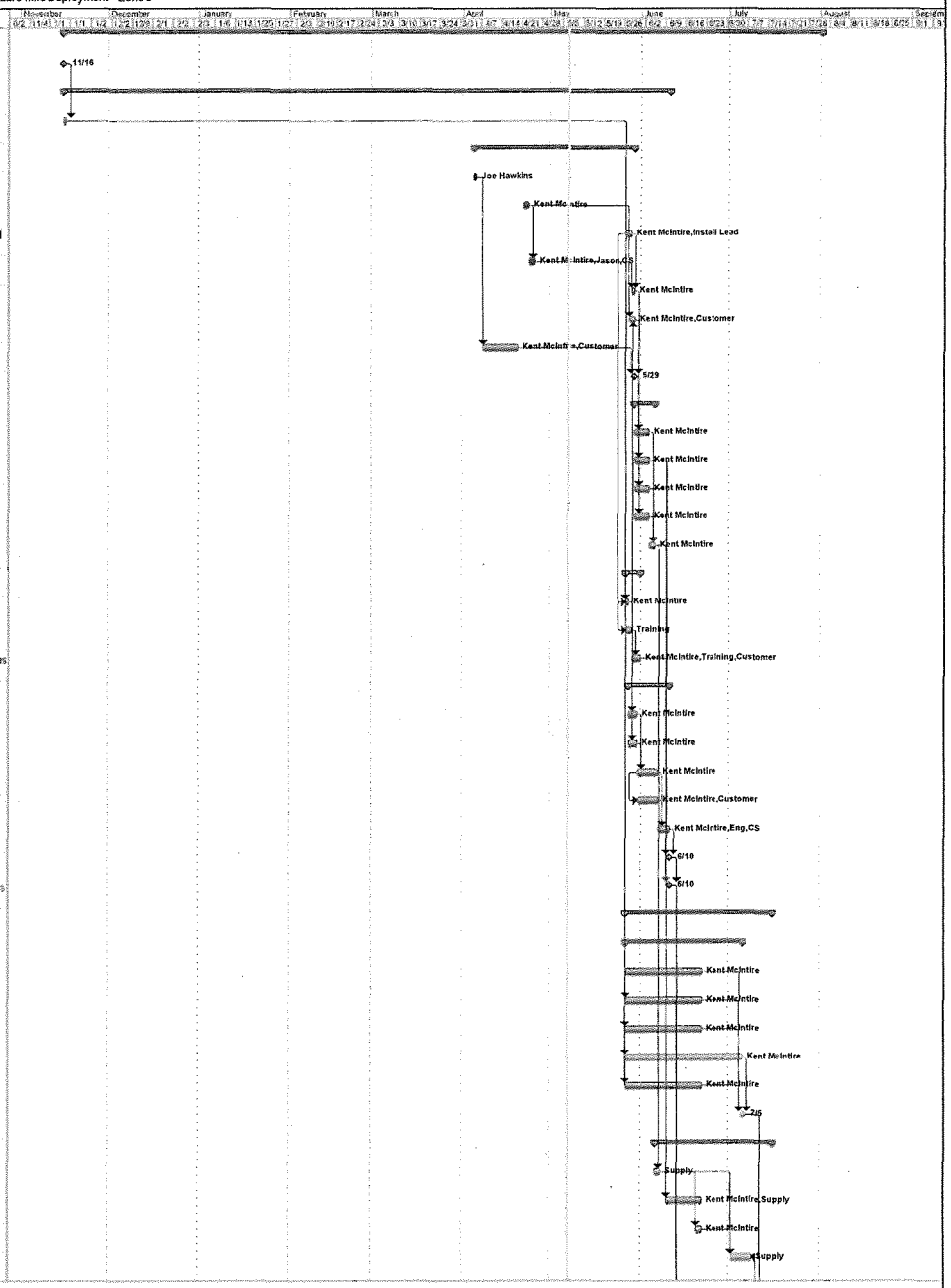
Pittsburgh, PA 3 Square Mile Deployment - Zone 5

ID	% Work Complete	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1	3%	**Pittsburgh, Pennsylvania**	**185 days?**	**Fri 11/16/12**	**Thu 8/1/13**		
2	0%	Contract Signed	0 days	Fri 11/16/12	Fri 11/16/12		Jack Pontious
3	10%	**Deployment Planning**	**147 days?**	**Fri 11/16/12**	**Mon 6/10/13**		
4	0%	Schedule Customer Kickoff & Program Devt Meetings	1 day?	Fri 11/16/12	Fri 11/16/12	2	
5	24%	**Coverage Area and Sensor Site Selection**	**39 days**	**Fri 4/5/13**	**Wed 5/29/13**		
6	100%	Confirm Coverage Area	1 day	Fri 4/5/13	Fri 4/5/13		Joe Hawkins
7	100%	Identify Primary and Secondary Sensor Sites	2 days	Mon 4/22/13	Tue 4/23/13		Kent McIntire
8	0%	Survey Sensor Sites	2 days	Mon 5/27/13	Tue 5/28/13		Kent McIntire,Install Lead
9	100%	Sensor Coverage Review & Heat Map	2 days	Wed 4/24/13	Thu 4/25/13	7	Kent McIntire,Jason,CS
10	0%	Deliver Site List	1 day	Wed 5/29/13	Wed 5/29/13	9,8	Kent McIntire
11	0%	City/PD Approved Permission / Endorsement Letter	2 days	Tue 5/28/13	Wed 5/29/13	7,21	Kent McIntire,Customer
12	0%	Obtain Parcel/Address Maps	10 days	Mon 4/8/13	Fri 4/19/13	6	Kent McIntire,Customer
13	0%	Coverage Area Map Complete	0 days	Wed 5/29/13	Wed 5/29/13	10,12,11	Kent McIntire
14	0%	**Installation & Logistics Requirements**	**5 days**	**Thu 5/30/13**	**Wed 6/5/13**		
15	0%	Verify cellular coverage, confirm carrier	3 days	Thu 5/30/13	Mon 6/3/13	10	Kent McIntire
16	0%	Define Installation Team Requirements	3 days	Thu 5/30/13	Mon 6/3/13	10	Kent McIntire
17	0%	Identify local storage & receiving facility	3 days	Thu 5/30/13	Mon 6/3/13	10	Kent McIntire
18	0%	Prearrange bucket truck if available	3 days	Thu 5/30/13	Mon 6/3/13	10	Kent McIntire
19	0%	Submit Preliminary BOM/Materials Request	2 days	Tue 6/4/13	Wed 6/5/13	15	Kent McIntire
20	0%	**Flex Customer Program Development**	**5 days**	**Mon 5/27/13**	**Fri 5/31/13**		
21	0%	Customer Kickoff Meeting	1 day	Mon 5/27/13	Mon 5/27/13	8SS,4	Kent McIntire
22	0%	Program Development/Best Practices Consultation	2 days	Mon 5/27/13	Tue 5/28/13	21SS	Training
23	0%	Identify Flex Users & Roles	3 days	Wed 5/29/13	Fri 5/31/13	22	Kent McIntire,Training,Cus
24	0%	**Data Network Design**	**10 days**	**Tue 5/28/13**	**Mon 6/10/13**		
25	0%	Review network requirements with customer IT	3 days	Tue 5/28/13	Thu 5/30/13	21	Kent McIntire
26	0%	Determine internet capabilities for mobile	3 days	Tue 5/28/13	Thu 5/30/13	21	Kent McIntire
27	0%	Define & document network topology	5 days	Fri 5/31/13	Thu 6/6/13	25,26	Kent McIntire
28	0%	Run Profiler on target Flex end user systems	5 days	Fri 5/31/13	Thu 6/6/13	27SS	Kent McIntire,Customer
29	0%	Internal SST network design review	2 days	Fri 6/7/13	Mon 6/10/13	27	Kent McIntire,Eng,CS
30	0%	Network Design Complete	0 days	Mon 6/10/13	Mon 6/10/13	28,29	Kent McIntire
31	0%	Deployment Plan Complete / Internal SST Project Review	0 days	Mon 6/10/13	Mon 6/10/13	23,19,16,17,18,30	Kent McIntire,Eng,CS,Ops
32	0%	**Site Permissions & Logistics**	**36 days**	**Mon 5/27/13**	**Mon 7/15/13**		
33	0%	**Site Permissions**	**30 days**	**Mon 5/27/13**	**Fri 7/5/13**		
34	0%	Government Building Permissions	20 days	Mon 5/27/13	Fri 6/21/13		Kent McIntire
35	0%	Housing Authority Building Permissions	20 days	Mon 5/27/13	Fri 6/21/13	7	Kent McIntire
36	0%	School Building Permissions	20 days	Mon 5/27/13	Fri 6/21/13	7	Kent McIntire
37	0%	Private Building Permissions	30 days	Mon 5/27/13	Fri 7/5/13	7	Kent McIntire
38	0%	Utility Pole Site Permissions	20 days	Mon 5/27/13	Fri 6/21/13	7	Kent McIntire
39	0%	Site Permissions & Final BOM Complete	0 days	Fri 7/5/13	Fri 7/5/13	37,38,36,34,35	Kent McIntire
40	0%	**Materials & Logistics - California Build & Ship**	**28 days**	**Thu 6/6/13**	**Mon 7/15/13**		
41	0%	Order/allocate Sensor & Mounting HW	2 days	Thu 6/6/13	Fri 6/7/13	19	Supply
42	0%	Assemble & Schedule Installation & Support Teams	10 days	Mon 6/10/13	Fri 6/21/13	41,16	Kent McIntire,Supply
43	0%	Confirm Local Storage Facility Readiness	2 days	Thu 6/20/13	Fri 6/21/13	41FS+8 days	Kent McIntire
44	0%	Build & Ship Sensor Kits	5 days	Tue 7/2/13	Mon 7/8/13	41FS+10 days,43,39FF+1 day	Supply

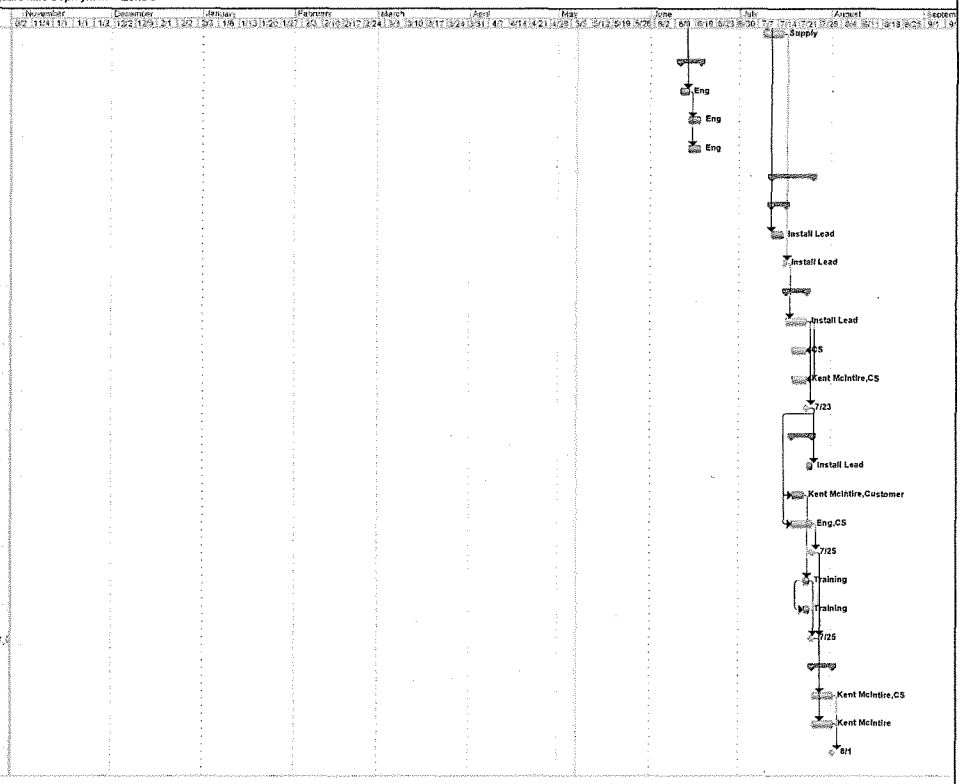


Project: Pittsburgh, Pennsylvania
Project Manager: Kent McIntire
Date: Tue 5/7/13

Task | Split | Progress | Milestone | Summary | Project Summary | External Tasks | External Milestone | Deadline | Critical Task | Milestone

Pittsburgh, PA 3 Square Mile Deployment - Zone 5

ID	% Work Complete	Task Name	Duration	Start	Finish	Predecessors	Resource Names
45	0%	Shipping	5 days	Tue 7/9/13	Mon 7/15/13	44	Supply
46	0%	**FLEX Ops Provisioning**	**5 days**	**Tue 6/11/13**	**Mon 6/17/13**		
47	0%	Allocate and provision Flex DB & servers	3 days	Tue 6/11/13	Thu 6/13/13	31	Eng
48	0%	Install GIS/Parcel maps on Flex Host	2 days	Fri 6/14/13	Mon 6/17/13	47	Eng
49	0%	Provision Flex user accounts	2 days	Fri 6/14/13	Mon 6/17/13	47	Eng
50	0%	**Deployment**	**10 days**	**Fri 7/12/13**	**Thu 7/25/13**		
51	0%	**Materials & Logistics - Local Staging**	**3 days**	**Fri 7/12/13**	**Tue 7/16/13**		
52	0%	Install Teams Arrive & Setup (Staging & Survey)	2 days	Fri 7/12/13	Mon 7/15/13	44FS+3 days	Install Lead
53	0%	Receive Sensor Kit Shipment	1 day	Tue 7/16/13	Tue 7/16/13	45	Install Lead
54	0%	**Sensor Installation**	**5 days**	**Wed 7/17/13**	**Tue 7/23/13**		
55	0%	Install Sensors	5 days	Wed 7/17/13	Tue 7/23/13	53	Install Lead
56	0%	Point Installed Sensors to Production / Begin IRC Monitoring	3 days	Fri 7/19/13	Tue 7/23/13	55FF	CS
57	0%	Update Emplacement Tables, Ops Support Systems	3 days	Fri 7/19/13	Tue 7/23/13	55FF	Kent McIntire,CS
58	0%	Installation Complete	0 days	Tue 7/23/13	Tue 7/23/13	55,56,57	Kent McIntire
59	0%	**Post Installation Launch Prep**	**5 days**	**Fri 7/19/13**	**Thu 7/25/13**		
60	0%	Inventory, Pack & Return Ship Extra Hardware	2 days	Wed 7/24/13	Thu 7/25/13	58	Install Lead
61	0%	Install Flex Software on User Stations	2 days	Fri 7/19/13	Mon 7/22/13	58FS-3 days	Kent McIntire,Customer
62	0%	System Calibration & Tuning	5 days	Fri 7/19/13	Thu 7/25/13	58FS-3 days	Eng,CS
63	0%	DQV / Live Firing Exercise	0 days	Thu 7/25/13	Thu 7/25/13	62	Kent McIntire,Customer
64	0%	User Training	2 days	Tue 7/23/13	Wed 7/24/13	61	Training
65	0%	Delivery of User Manuals and Materials	2 days	Tue 7/23/13	Wed 7/24/13	64SS	Training
66	0%	System Acceptance / GO LIVE	0 days	Thu 7/25/13	Thu 7/25/13	65,63,64	Kent McIntire,Customer,C
67	0%	**Project Closeout**	**5 days**	**Fri 7/26/13**	**Thu 8/1/13**		
68	0%	DQV Report	5 days	Fri 7/26/13	Thu 8/1/13	63	Kent McIntire,CS
69	0%	Project Closeout Report	5 days	Fri 7/26/13	Thu 8/1/13	66	Kent McIntire
70	0%	Project Complete	0 days	Thu 8/1/13	Thu 8/1/13	68,69	Kent McIntire



Project: Pittsburgh, Pennsylvania
Project Manager: Kent McIntire
Date: Tue 8/7/13

Task | Split | Progress | Milestone | Summary | Project Summary | External Tasks | External Milestone | Deadline | Critical Task | Milestone

Version:	3.2	Date:	7/12/2013
Status:	APPROVED FOR USE		

Purpose

This document describes the Internet host names, services, and TCP ports required to use the ShotSpotter Flex client software. This document identified the host access, service, and port access required to use the Release 2013.1 versions of:

- ShotSpotter Flex Alerts Console
- ShotSpotter Flex Investigator Portal
- ShotSpotter Briefing Room (coming soon)
- ShotSpotter Siren (coming soon)

Future releases may change these requirements, at which point this document will be updated. A web-based tool called the SST System Profiler, can provide an automated assessment of whether a particular computer has the necessary proxy and content type access. See the *Verifying Access Using System Profiler* section below.

Required Access

To permit the collection of incident information for display, ShotSpotter Flex client software must be able to access services and specific data using network references outside the customer's network. Traffic is primarily HTTPS and is customarily provided via with an internal proxy server that also provides security from external intrusions and allows access to information and services that are within the access policies of the organization.

The ShotSpotter Alerts Console and Investigator Portal run within a Silverlight executable and reference ShotSpotter software services for access to customer specific data, incident notifications, historical incident lists. The ShotSpotter Briefing Room is an *in*-browser Silverlight application requiring similar access. ShotSpotter Siren requires only port 80 and 443 access. Here is a complete list of required access to host names, services, and TCP ports:

Host Name	Purpose	Service(s)	TCP Port(s)
us1.shotspotter.net **us2.**shotspotter.net **us3.**shotspotter.net **us4.**shotspotter.net **us5.**shotspotter.net	ShotSpotter Flex datacenter. These servers act as the primary application servers.	HTTPS	443
***.shotspotter.net**	Additional wildcard access for *.shotspotter.net will permit Siren and Briefing Room access (coming soon). For Siren, a single FQDN (e.g., ABCpolicedept.shotspotter.net) will actually be used.	HTTP HTTPS	80 443
host15.4txlacc.net	ShotSpotter Flex datacenters (different physical location), domain name 2 of 2. These servers act as the primary application servers.	HTTPS	443
chat.shotspotter.com	Encrypted incident chat between users and SST, Inc. review center, 24x7x365. System profiler functionality to confirm required network access.	HTTPS	443
auth.shotspotter.com or auth.shotspotter.**net**	User authentication and login (redirect)	HTTP HTTPS	80 443
dev.virtualearth.net **ecn.t0.**tiles.virtualearth.net **ecn.t1.**tiles.virtualearth.net **ecn.t2.**tiles.virtualearth.net **ecn.t3.**tiles.virtualearth.net **ecn.t*.**tiles.virtualearth.net	API authentication and redirect Map tiles (Microsoft) (Microsoft-recommended wildcard rule)	HTTP HTTP HTTPS	80 80 443
verisign.com **usertrust.com** **netsolssl.com**	SSL Certificate root authorities sometimes required if workstation has an out-of-date list of authorized root certificates.	HTTP HTTPS	80 443

Technical Description of Network Activities

In addition to application data, file are retrieved from the Virtual Earth sites and the ShotSpotter servers in benign compressed media file formats (`.jpg`, `.png`, and `.mp3`) which are interpreted by the ShotSpotter application in the most restricted execution environment within Silverlight. File system access to cache the retrieved data and log the user's activity is done within Isolated Storage provided by the Silverlight virtual file system and limited to a maximum total size with a default of 25MB. If a user clicks the "Copy to Clipboard" in order to copy incident details to the clipboard button (for pasting into a CAD or RMS system, for example) in the ShotSpotter Flex Alert Console, the application are done through the Silverlight Safe-Critical Code method that, when requested by user interaction, validates both user initiation and the information to be passed.

The network traffic generated by ShotSpotter Flex applications varies according to the number of incidents processed and previously cached items. On initial startup, applications gather general information regarding the customer's coverage area and recent activity so that users can browse, search for, and display historical incident records. When handling a gunshot incident, location specific mapping and audio information is retrieved by the client.

With the exception of publicly-available map tiles provided by Microsoft, certain API access steps, and help files, all traffic is encrypted using Transport Layer Security (TLS, the successor to Secure Socket Layer, SSL). The IP addresses of [redacted] is authoritatively supplied by [redacted] and the domain is registered by CSC Corporate Domains. SST, Inc. servers present valid SSL certificates provided by Network Solutions, Inc., which confirm the IP addresses of each server.

The following table summarizes the network traffic including protocol overhead under various conditions.

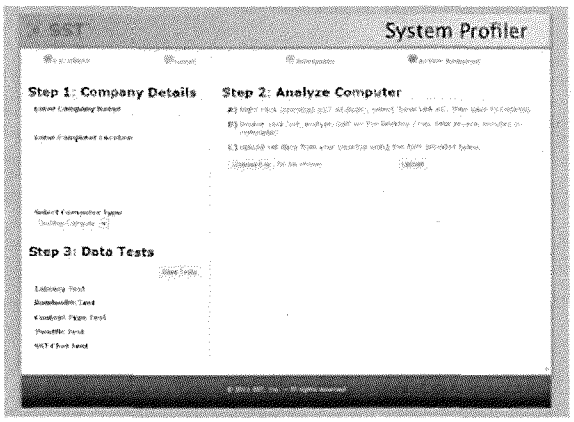
Alert Console

Action	Estimated Data Transfer
Installation/Upgrade (download local web app)	2.4mb
Launch + login (no tiles cached)	750kb
Launch + login (tiles cached)	25kb
New Incident (no tiles cached)	950kb
Incident Refresh (tiles cached)	13kb
Zoom In, Road Map (no cache)	980kb
Switch to Birds-Eye View (no cache)	870kb
Audio Clip (Mobile/Patrol only), per clip	20kb

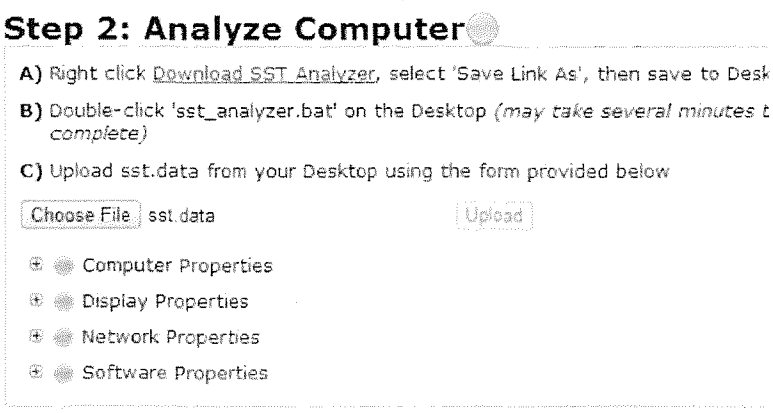
Investigator Portal

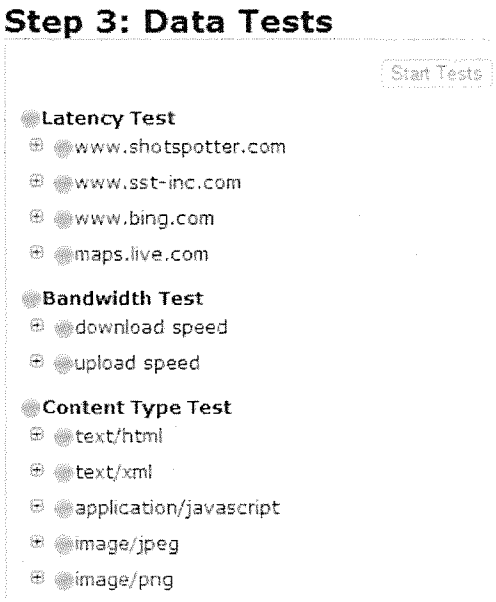
Action	Estimated Data Transfer (kb)
Installation/Upgrade (download local web app)	2mb
Launch + login (no tiles cached)	200kb
New Incident (no tiles cached)	950 kb
Audio Clip, per clip	20kb

Verifying Access Using Compatibility Checker



SST has developed a web-based tool to aid in verifying system configuration and network access required for using the ShotSpotter Flex clients. The client can be accessed at http://chat.shotspotter.com/profiler. Customers or customers' IT representatives may use this tool *at each computer* which will access the ShotSpotter Flex service.





The Profiler lists basic system configuration and verifies access to all of the above host names and services. In addition to tests run from within the web-browser, users will download and execute a small batch (.bat) file, the contents of which are available for inspection before use. Users may also review the data collected by this batch file before it is uploaded to SST for debugging and support purposes.

Support

SST Customer Support is available to all customers with valid ShotSpotter Flex Support contracts. You may contact SST Customer Support:

Via Live Chat:

From either the ShotSpotter Flex Alert Console or the ShotSpotter Flex Incident & Reports Portal, look for the chat links:

or by following this link in any web browser:

https://chat.shotspotter.com/chatrequest

Via Phone:

Phone support is available Monday-Friday, 8:00 am to 5:00 pm Pacific Standard Time. Please contact our support team during these hours at: **+1 (888) 274–6877**, then dial option **4**.

Via Email:

Email support@shotspotter.com. Please include as much detail as possible so we may better serve you quickly.

Version:	2.1	Date:	8/21/2013 7:24:00 PM
Status:	APPROVED FOR USE		

Purpose

This document describes the PC software and hardware required to use ShotSpotter Flex client software:

- ShotSpotter Flex Alerts Console
- ShotSpotter Flex Investigator Portal
- ShotSpotter Flex Up-to-Date Utility

Future releases may change these requirements, at which point this document will be updated. A web-based tool called the ShotSpotter Flex Compatibility Checker, can provide an automated assessment of whether a particular computer is running the necessary software. See the *Verifying Access Using System Profiler* section below. ShotSpotter Flex client software also requires network access to certain host names, services, and protocols. Further details can be found in the SST document *FED-72-01 Hosts and Services Required to Use ShotSpotter Flex Clients.*

Software Requirements

ShotSpotter Flex clients are fully supported by SST to run on Microsoft Windows XP SP2 or later or Windows 7 with Microsoft Silverlight 4 or later installed. Although not officially supported, Flex clients will also run on other operating systems capable of running Microsoft Silverlight 4.

	Officially Supported	Expected to Function (not officially supported)
Operating System	Microsoft Windows XP SP2 or SP3 Microsoft Windows 7 (incl. SP1)	Microsoft Windows Vista Microsoft Windows 2000 SP4 w/KB 891861 Microsoft Windows Server 2008 or 2008 R2 Microsoft Windows Server 2003 Mac OS X 10.4.11 and later (Intel-based)
Web Browser (must be in 32-bit mode)	Microsoft Internet Explorer 7 or later	Internet Explorer 6 (Windows 2003, XP, 2000 only) Mozilla Firefox 3 or later Apple Safari 3 or later Google Chrome 4 or later
.Net Framework	4.0 or later	4.0 or later
Silverlight	Alert Console: Microsoft Silverlight 4 or 5 Incident & Reports Portal: Microsoft Silverlight 5	Alert Console: Microsoft Silverlight 4 or 5 Incident & Reports Portal: Microsoft Silverlight 5

Hardware Requirements

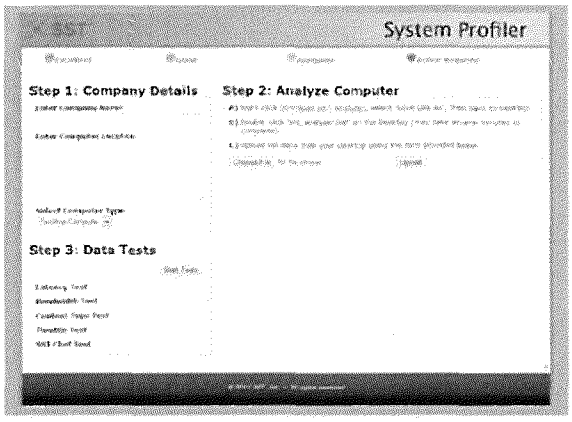
For Windows PCs:

	Recommended	Required
Processor	1.6GHz	1.6GHz
RAM	1GB	512MB
Display	UXGA (1600x1200) 32-bit	XGA (1024x768) 32-bit
Sound	Speakers	Speakers
Internet Bandwidth	1mbps	256kbps

For Mac OS computers, although not officially supported:

	Recommended
Processor	Intel Core Duo 1.83 GHz or higher
RAM	512MB
Display	XGA (1024x768) 32-bit
Sound	Speakers
Internet Bandwidth	1mbps

Verifying Access Using Compatibility Checker



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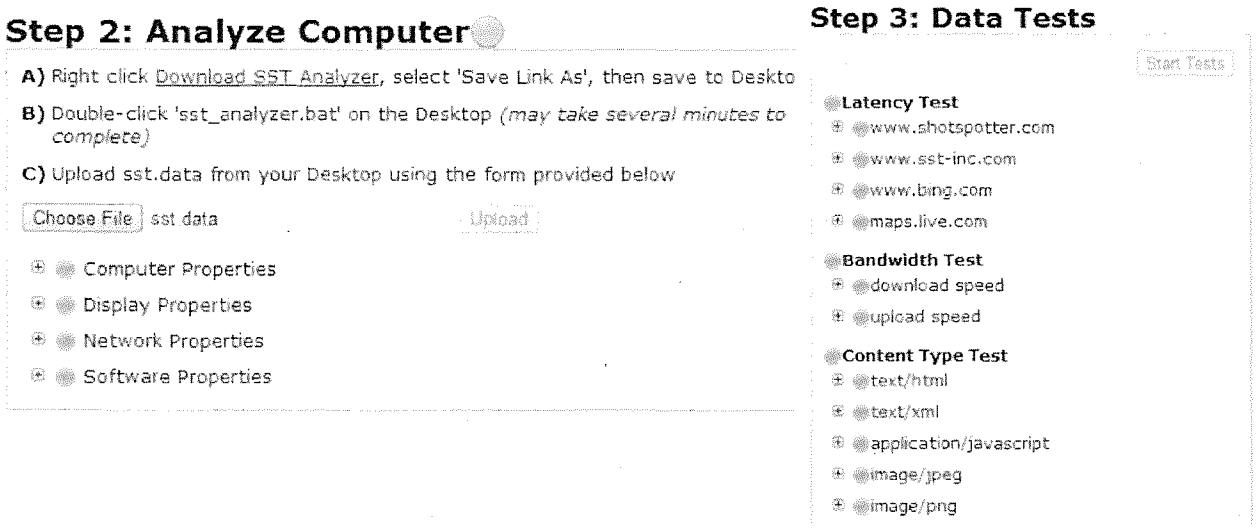

The Profiler lists basic system configuration and verifies access to all of the required host names and network services. In addition to tests run from within the web-browser, users will download and execute a small batch (.bat) file, the contents of which are available for inspection before use. Users may also review the data collected by this batch file before it is uploaded to SST for debugging and support purposes.

Support

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Via Email:

Email support@shotspotter.com. Please include as much detail as possible so we may better serve you quickly.

007 - SIGNATURE PAGE

By submitting an offer, whether electronically or by paper, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Offeror is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your offer by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your offer.

Offeror Information	
Please Print or Type	
Vendor ID No.	COSA No.: 1004441 3
Signer's Name	SCOTT BEISNER
Name of Business	SHOTSPOTTER, INC. (DBA SST, INC.)
Street Address	7979 GATEWAY BLVD, SUITE 210
City, State, Zip Code	NEWARK, CA 94560
Email Address	SBEISNER@SHOTSPOTTER.COM
Telephone No.	888-274-6877 x210
Fax No.	650-887-2106
City's Solicitation No.	RFO 6100005844

Signature of Person Authorized to Sign Offer

009 – ATTACHMENTS

ATTACHMENT A
PRICE SCHEDULE

Solution Type: Respondent must indicate whether this is a Vendor Hosted or City Hosted Solution.

Type of Solution: Vendor Hosted

ITEM 1: City of San Antonio Gunshot Detection Technology System Pilot Program - West Side Location

Description	Manufacturer & Product No.	Quantity	Unit Price Excluding Tax	Total Price Excluding Tax
Gunshot Detection Technology System Solution	SST ShotSpotter Flex℠	Cost Per Square Mile for Two Square Miles	$ 55,000 per square mile per year*	$ 110,000 per year
Equipment	Not Applicable			
Licenses	Not Applicable			
Maintenance Costs	Not Applicable			
Annual Warranty with all Patches, Hardware, and Software including Upgrades	SST is bidding this project as a cloud-hosted annual data subscription service. All hardware is owned and maintained by SST. As such, there is no hardware or software to warrant. All upgrades to the data portals are included in the data subscription.			
Additional Costs	Setup and Service Initiation (one-time cost)	2	$ 10,000 per square mile	$ 20,000
Additional Costs	Training (one-time cost for the agency**)	1	$ 10,000**	$ 10,000**
* Discounted from standard SST List Price of $60,000 per square mile per year ** Once the city has paid the training fee for one coverage area, it will cover all additional coverage areas purchased, now and in the future.				**Total Cost** $ 140,000

Payment Terms

Payment for the service initiation and startup, all subscription fees, and any and all optional service fees shall be as follows:

- 50% due upon execution of agreement
- 50% due upon ShotSpotter Flex℠ "live" status

ITEM 2:
City of San Antonio Gunshot Detection Technology System Pilot Program - East Side Location

Description	Manufacturer & Product No.	Quantity	Unit Price Excluding Tax	Total Price Excluding Tax
Gunshot Detection Technology System Solution	SST ShotSpotter Flex℠	Cost Per Square Mile for Two Square Miles	$ 55,000 per square mile per year*	$ 110,000 per year
Equipment	Not Applicable			
Licenses	Not Applicable			
Maintenance Costs	Not Applicable			
Annual Warranty with all Patches, Hardware, and Software including Upgrades	SST is bidding this project as a cloud-hosted annual data subscription service. All hardware is owned and maintained by SST. As such, there is no hardware or software to warrant. All upgrades to the data portals are included in the data subscription.			
Additional Costs	Setup and Service Initiation (one-time cost)	2	$ 10,000 per square mile	$ 20,000
Additional Costs	Training (one-time cost for the agency**)	1	$ 10,000**	$ 10,000**
* Discounted from standard SST List Price of $60,000 per square mile per year ** Once the city has paid the training fee for one coverage area, it will cover all additional coverage areas purchased, now and in the future.				**Total Cost** $ 140,000

Payment Terms

Payment for the service initiation and startup, all subscription fees, and any and all optional service fees shall be as follows:

- 50% due upon execution of agreement
- 50% due upon ShotSpotter Flex℠ "live" status

ITEM 3:

Description	Manufacturer & Product No.	Quantity	Unit Price Excluding Tax	Total Price Excluding Tax
Gunshot Detection Technology System Solution	SST ShotSpotter Flex℠	Cost Per Square Mile (Scaled	$ 55,000 per square mile per year*	$ 55,000 per year*
Equipment	Not Applicable			
Licenses	Not Applicable			
Maintenance Costs	Not Applicable			
Annual Warranty with all Patches, Hardware, and Software including Upgrades	SST is bidding this project as a cloud-hosted annual data subscription service. All hardware is owned and maintained by SST. As such, there is no hardware or software to warrant. All upgrades to the data portals are included in the data subscription.			
Additional Costs	Setup and Service Initiation (one-time cost)	1	$ 10,000 per square mile	$ 10,000
Additional Costs	Training (one-time cost for the agency**)	1	$ 10,000**	$ 10,000**
Additional OPTIONAL Cost if the city elects to integrate ShotSpotter data with external systems (i.e., video surveillance systems, CAD, real-time crime center, etc.)	SST ShotSpotter Notification API (one-time cost)	1	$19,000	$ 19,000
* Discounted from standard SST List Price of $60,000 per square mile per year ** Once the city has paid the training fee for one coverage area, it will cover all additional coverage areas purchased, now and in the future.				**Total Cost** $ 94,000

Payment Terms

Payment for the service initiation and startup, all subscription fees, and any and all optional service fees shall be as follows:

- 50% due upon execution of agreement
- 50% due upon ShotSpotter Flex℠ "live" status

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

SHOTSPOTTER, INC. (d/b/a: SST, INC.)

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

REBECCA A. GARZA

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

MS. GARZA IS THE CONTACT AND PROCUREMENT SPECIALIST FOR THIS REQUEST FOR OFFER.

4

Signature of person doing business with the governmental entity

APR 24 2015

Date

Adopted 06/29/2007

City of San Antonio

Office of the City Clerk

CONFLICT OF INTEREST QUESTIONNAIRE ADDENDUM

FORM CIQ-A

For vendor or other person doing business with local governmental entity

Completed Conflict of Interest Questionnaires and Conflict of Interest Questionnaire Addenda are to be submitted by all individuals and/or entities who seek to do business with the City of San Antonio. Completed Forms shall be filed with the City Clerk no later than the 7th business day after the date the person/entity: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City.

A CIQ and CIQ Addendum are required to be filed for **EACH** solicitation submitted, and are required to be submitted together.

1 **Name of person who has or is seeking to have a business relationship with the City of San Antonio.**

SCOTT BEISNER, SR. MANAGER-PUBLIC SAFETY PROGRAMS

2 **Name of Company that has or is seeking to have a business relationship with the City of San Antonio.**

SHOTSPOTTER, INC. (d/b/a: SST, INC.)

2a **Business Contact information for Company listed above.**

Business Address: 7979 GATEWAY BLVD, STE 210
NEWARK, CA 94560

Phone: 888-274-6877

Email: SBEISNER@SHOTSPOTTER.COM

3 **Bid Name or Description of Service**

RFO - GUNSHOT DETECTION TECHNOLOGY SYSTEM
RFO 6100005844

4 **Printed name of person doing business with the City of San Antonio (same as denoted on Box 4 of Form CIQ).**

SCOTT BEISNER

Completed Conflict of Interest Questionnaires and Addenda should be mailed or hand-delivered separately from the solicitation (bid) to one of the following addresses:

Mailing Address: **Office of the City Clerk**
P.O.Box 839966
San Antonio, TX 78283-3966

Physical Address: **Office of the City Clerk**
City Hall, 2nd Floor
100 Military Plaza
San Antonio, TX 78205

Print Form

GR.1000-43.LEGAL.VERIFY.Conflict of Interest Addendum
Rev.2013-1 12/19/13

City of San Antonio

Veteran-Owned Small Business (VOSB) Preference Program Identification Form

SOLICITATION NAME/NUMBER: GUNSHOT DETECTION TECHNOLOGY SYSTEM / G100005844

Section 1: Prime Contractor

Name of PRIME CONTRACTOR:	SHOTSPOTTER, INC (SST, INC.)	
Physical Address:	7979 GATEWAY BL. STE. 210	
City, State, Zip Code:	NEWARK, CA 94560	
Phone Number:	888-274-6877	
Email Address:	SBEISNER@SHOTSPOTTER.COM	
Is PRIME CONTRACTOR certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is PRIME CONTRACTOR certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified PRIME CONTRACTOR as a VOSB. Include any identifying certification numbers.		
Participation Percentage:	100%	
Participation Dollar Amount:	$290,000.00	

Section 2: Subcontractor

Is PRIME CONTRACTOR subcontracting with a business that is certified as a VOSB? (circle one)	Yes	No
Name of **SUBCONTRACTOR** Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is **SUBCONTRACTOR** certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is **SUBCONTRACTOR** certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified **SUBCONTRACTOR** as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

City of San Antonio

Veteran-Owned Small Business (VOSB) Preference Program Identification Form

Section 3: Joint Ventures

Is Respondent submitting as part of a joint venture? (circle one)	Yes	No
Name of Joint Venture VOSB Member:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Percentage of Ownership of Joint Venture by VOSB Member:		
Is Joint Venture VOSB Member certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Joint Venture VOSB Member certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Joint Venture VOSB Member as a VOSB. Include any identifying certification numbers.		
VOSB Member's Percentage Share in Profits / Loss of Joint Venture		

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Veteran-Owned Small Business Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

RESPONDENT'S FULL NAME:

SCOTT BEISNER

(Print Name) Authorized Representative of Respondent

(Signature) Authorized Representative of Respondent

SR. MANAGER - PUBLIC SAFETY

Title

APR 24, 2015

Date

This Veteran-Owned Small Business Preference Program Identification Form must be submitted with the Respondent's proposal.

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

The City of San Antonio Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, establishes a local preference for specific contracting categories. Each time a bidder or respondent submits a bid for a solicitation, this Local Preference Program Identification Form must be completed and turned in with the solicitation response in order to be identified as a City Business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.

The Local Preference Program allows the City to grant a preference to a business meeting the definition of *City Business* in the award of the following types of contracts, when selection is made based on price alone:

- Personal Property (Goods / Supplies): The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of $50,000 or more;
- Non-professional Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of $50,000 to under $500,000;
- Construction Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of $50,000 to under $100,000, excluding contracts awarded using alternative delivery methods.

The Local Preference Program also allows the award of additional points, when multiple evaluation criteria are used in the award of professional service contracts, where the selection process is not governed by statute and in revenue generating and concession contracts. A business meeting the definition of *City Business* stated below may be awarded 10 points for being headquartered within the city, or 5 points for having a local office within the city.

Moreover, the program recognizes joint venture agreements and allows for apportioning of points based upon the percentage of ownership of joint ventures by *City Businesses* responding to solicitations for which discretionary points are applied. For solicitations where selection is made based on price alone, all members of a joint venture must be *City Businesses* for the preference to be applied.

City Business is defined as a business headquartered within the incorporated San Antonio city limits for one year or more OR one that meets the following conditions:

- Has an established place of business for one year or more in the incorporated limits of the City:

(a) from which at least 100 of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and

(b) from which a substantial role in the business' performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

A location utilized solely as a post office box, mail drop or telephone message center or any similar combination, with no other substantial work function, is not a *City Business.*

For the purposes of this program, Headquartered is defined as the place where a business entity's officers direct, control, and coordinate the entity's activities.

NOTE: Bidders / Respondents are required to submit documentation to substantiate that the requirements of a City Business have been met. Examples of documentation may include, but are not limited to the following:

1. Existence of local headquarters or office: For corporations, Texas Comptroller's listing of names/addresses of officers and directors. For partnerships, partnership agreement and any documents identifying the current managing partners and their current work addresses
2. Evidence of local headquarters or office in existence for one year or more: Utility bills, real property lease agreements, equipment leases, personal property taxes, real property taxes
3. Evidence of number of employees: Organizational charts, payroll records by location

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

CITY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION TO VALIDATE BIDDERS'/RESPONDENTS' DESIGNATION AS A CITY BUSINESS.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A LOCAL PREFERENCE. THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING FORM TO BE IDENTIFIED AS A CITY BUSINESS. IF BIDDER / RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH CITY BUSINESS THAT IS A MEMBER OF THE JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

PROVIDE THE FOLLOWING INFORMATION IF BIDDER/ RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE. Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

STATE BIDDER'S / RESPONDENT'S PERCENTAGE OF OWNERSHIP IN THE JOINT VENTURE: _____%

SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT. SUBMIT ANY OTHER DOCUMENTATION REQUESTED BY CITY TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

SOLICITATION NAME/NUMBER: RFO 6100005844

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S HEADQUARTERS:

Name of Business:	SHOTSPOTTER, INC. (SST, INC.)	
Physical Address:	7979 GATEWAY BLVD., STE. 210	
City, State, Zip Code:	NEWARK, CA 94560	
Phone Number:	888-274-6877	
Email Address:	SBEISNER@SHOTSPOTTER.COM	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent: 55		
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S LOCAL OFFICE (IF APPLICABLE):

Name of Business:	SHOTSPOTTER, INC. (SST, INC.)	
Physical Address:	7979 GATEWAY BLVD, STE 210	
City, State, Zip Code:	NEWARK, CA 94560	
Phone Number:	888-274-6877	
Email Address:	SBEISNER@SHOTSPOTTER.COM	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office: 55		
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	Yes	No

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Local Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Local Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER'S / RESPONDENT'S FULL NAME:

SCOTT BEISNER

(Print Name) Authorized Representative of Bidder / Respondent

(Signature) Authorized Representative of Bidder / Respondent

SR. MANAGER - PUBLIC SAFETY

Title

APR/24/2015

Date

This Local Preference Identification Form must be submitted with the bidder's / respondent's bid/proposal response.

Gunshot Detection Technology System RFO 6100005844 Score Summary	Maximum Points	NextGen Security	ShotSpotter
A - Experience, Background, Qualifications	25	16.00	19.20
B - Proposed Plan	40	20.20	31.00
A - B Sub-Total	65	36.20	50.20
C - Price Schedule	20	3.40	20.00
D - Local Preference Program	10	0.00	0.00
E- Veteran Owned Small Business Preference	5	0.00	0.00
TOTAL SCORE	100	39.60	70.20
RANK BASED ON TOTAL SCORE		2.00	1.00

San Antonio Police Department

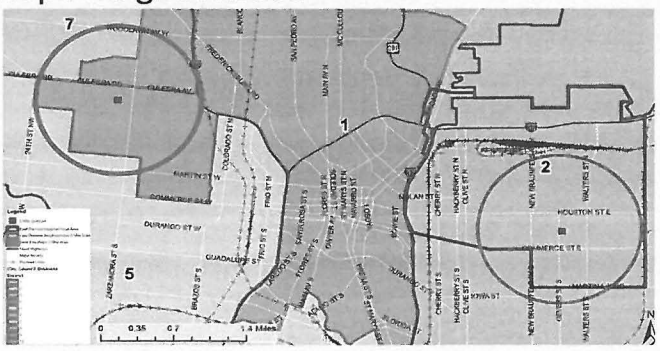
GUNSHOT DETECTION TECHNOLOGY SYSTEM

Anthony L. Treviño, Jr.
Interim Chief of Police
City Council A Session – September 17, 2015

IMPLEMENTATION

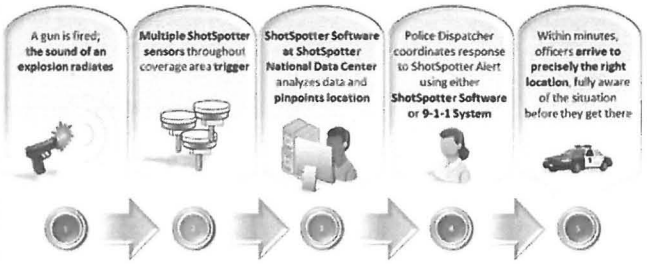
- Two project areas selected for 9 month Pilot Program
  - Eastside Promise Neighborhood
  - West End Hope Neighborhood

Deployment areas selected due to historically high instances of calls involving gun violence.



GUNSHOT DETECTION PROCESS

- Communication Sequence:
  - Sensors detect gunfire
  - ShotSpotter Technology (SST) analyses data
  - SST reports information to dispatch
  - Dispatch initiates a call for service
  - Officer responses to gunfire event



PERFORMANCE-REPORTING DATA

- Percent decrease/increase in gunfire incidents
  - Pre and post deployment
  - Citizen reported vs. electronically detected
  - Geographic displacement of gunfire incidents
- Number of responses based on system data
  - Proactive deployment based on time and/or patterns identified
  - Suspects apprehended
- Percent increase in gunfire related evidence
- Response time to gunfire incidents

Contract Terms

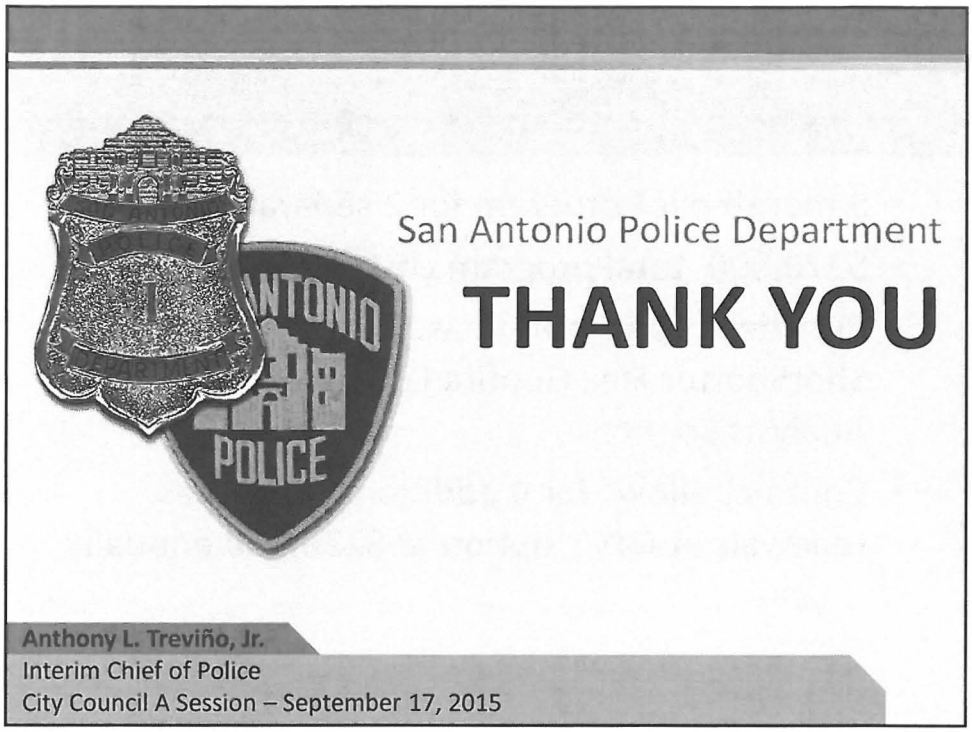
- 9 month pilot program for 2 separate areas
- $270,000 total program cost for FY2016
- Provides subscription based access to the ShotSpotter Flex Gunfire Location, Alert, and Analysis Service
- Contract allows for 4 additional one-year renewals at City's option at $220,000 annually

5

NEXT STEPS

- Communication with Neighborhoods and Stakeholders about the pilot program
- SAPD will monitor system efficiency during pilot phase
- SAPD will continue to research and consider upgraded and improved technology
- Identify possible outside funding source & alternatives
- Provide updates to Criminal Justice, Public Safety and Services Committee in April 2016
- Track data produced and respond based on actionable Information

6


San Antonio Police Department
THANK YOU
ANTONIO
POLICE
Anthony L. Treviño, Jr.
Interim Chief of Police
City Council A Session – September 17, 2015