Original

State of Nebraska
State Purchasing Bureau
Request for Proposal
Network Management Control System
Part 1 - Proposal Submission
Request for Proposal Form and Response to Terms and Conditions Sections II through VI

Solicitation # RFP 5820 Z1

May 31, 2018 (2PM CT)

Submitted by:
DataPath, Inc.
2205 Northmont Parkway
Suite 100
Duluth, GA 30096
POC: Tammy Jo Morgan
Director of Contracts
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Phone: 678.597.0406

Submitted to:
State of Nebraska State Purchasing Bureau
Dept. of Admin. Services
Materiel Division
Attention: Nancy Storant/Dianna Gilliland
as.materielpurchasing@nebraska.gov
1526 K Street, Suite 130
Lincoln, NE 68508
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1 REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance

BIDDER MUST COMPLETE THE FOLLOWING

with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

_____ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

_____I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	DataPath, Inc. (DataPath)
COMPLETE ADDRESS:	2205 Northmont Parkway, Suite 100, Duluth, GA 30044
TELEPHONE NUMBER:	678-597-0406
FAX NUMBER:	678-471-7892
DATE:	May 31, 2018
SIGNATURE:	Tammy Jo Morgan
TYPED NAME & TITLE OF SIGNER:	Tammy Jo Morgan – Director of Contracts

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TJM			

The contract resulting from this RFP shall incorporate the following documents:

4. Request for Proposal and Addenda;
5. Amendments to the RFP;
6. Questions and Answers;
7. Contractor's proposal (RFP and properly submitted documents);
8. The executed Contract and Addendum One to Contract, if applicable; and,
9. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TJM			

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

Vendor Contract Manager
Vendor
Vendor Street Address
Vendor City, State, Zip

C. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

D. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TJM			

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

E. CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	TJM	Only exception: Reject last sentence in second paragraph.	Only Exception: Last sentence in second paragraph is requested to be omitted. "The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance."

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. ~~The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance~~.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

F. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TJM			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

G. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TJM			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

H. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TJM			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

I. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TJM			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

J. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TJM			

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or

attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. **INTELLECTUAL PROPERTY**

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

3. **PERSONNEL**

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

4. **SELF-INSURANCE**

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

K. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TJM			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other Party prevails.

L. RETAINAGE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TJM			

The State will withhold ten percent (10%) of each payment due as retainage. The entire retainage amount will be payable upon successful completion of the project phase. Upon completion of the project, the Contractor will invoice the State for any outstanding work and for the retainage. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the Contractor within forty-five (45) calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms.

M. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TJM			

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

N. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TJM			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

O. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TJM			

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

P. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TJM			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

Q. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TJM			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
   a. if directed to do so by statute;

b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
g. Contractor intentionally discloses confidential information;
h. Contractor has or announces it will discontinue support of the deliverable; and,
i. In the event funding is no longer available.

R. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TJM			

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

DataPath, Inc. ("Subcontractor") hereby inserts S. Special Provisions and request the following article to be incorporated in Section II.

S. SPECIAL PROVISIONS

Annex (A) MaxView Software License Agreement and Annex (B) MaxView Maintenance Plan Agreement is hereby incorporated in the terms and conditions stated herein.

ANNEX (A)
MAXVIEW SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("SLA") identifies the MaxView Software ("Software") licensing terms under contract between the Parties. All terms contained herein and not otherwise defined shall have the meanings ascribed to them in the Contract. In this SLA, the State of Nebraska is referred to as "Buyer" and the DataPath, Inc. is referred to as "Seller".

1. Software Definition and Acceptance. "Software" means the object code version of the computer programs licensed under this Addendum. Software includes upgrades, modifications, or elements of software versions made available by Seller under the Contract. The "Acceptance" of the Software shall occur upon delivery.

2. License Grant. Subject to the restrictions and limitations of this SLA and to payment of applicable fees, Seller hereby grants to Buyer a perpetual, non-exclusive worldwide, fully paid, transferrable, royalty free, irrevocable license (without the right to sublicense) for the Buyer (including its contractors and service providers) to:

(a) install and use the Software for Defence purposes, including in accordance with the terms of any applicable statement of work; and

(b) use the Documentation in support of Buyer's authorized use of the Software.

"Documentation" means the user and operating documentation relating to the Software as provided by Seller to Buyer.

3. Term. The Term of this SLA shall commence on the date the Contract is executed by Seller (the "Effective Date").

4. Restrictions. Buyer understands that the Software is a proprietary product of Seller that contains trade secrets and is protected by copyright law. Buyer agrees not to (a) cause or permit the reverse engineering, decrypting, disassembly or de-compilation or otherwise attempt to derive the source code of the Software; (b) modify, translate, or create derivative works of the Software; (c) sublicense, resell, rent, lease, distribute, market, commercialize, or otherwise transfer rights or usage to the Licensed Software (except as expressly permitted under this SLA); (d) remove, modify, or obscure any copyright notices or other proprietary notices or legends appearing on or in the Software, or any portion thereof; (e) transfer, use, or export the Software in violation of any applicable laws, rules, or regulations of any government or governmental agency; (f) use the Software or any system services accessed through the Software to disrupt, disable, or otherwise harm the operations, software, hardware, equipment, and/or systems of a business, institution, or other entity, including, without limitation, exposing the business, institution, or other entity to any computer virus, trojan horse, or other harmful, disruptive, or unauthorized component; or (g) embed the Software in any third-party applications, unless otherwise authorized in writing in advance by an authorized representative of Seller. Except as may be permitted in any applicable statement of work, Buyer may not copy the Software except as necessary for backup, test, and disaster recovery purposes. Buyer agrees to reproduce Seller' copyright and all other proprietary notices on any such copies. This SLA does not provide Buyer with title or ownership of the Software, but only a right of limited use. Subject to the license granted hereunder, Seller retains sole and exclusive ownership of all right, title, and interest in and to the Software, and any modifications, enhancements and derivatives, and all copies thereof.

5. Scope of Software Maintenance. Seller shall offer the maintenance and support services under separate proposal, purchase order, and/or offer cover if applicable.

6. Software Warranty. Seller warrants for ninety (90) days following Acceptance, that the Software will function substantially in accordance with the Documentation accompanying the Software. Seller does not warrant that the Software will be error free in all circumstances. . For the avoidance of doubt, "Error" means the Software does not function substantially in accordance with the Documentation. As Buyer's exclusive remedy for any breach of this warranty, Seller will use commercially reasonable efforts to Fix reported Errors. "Fix" means the repair or replacement of binary or executable code versions of the Software to remedy an Error. Seller shall not be responsible for (a) Errors not reported by Buyer, (b) Errors caused by misuse or abuse of the Software by the Buyer, (c) Errors caused by use of the Software by the Buyer with hardware or software other than that approved by Seller for use with the Software, or (d) changes made other than by or with the express written authority of Seller. Following the ninety (90) day warranty period, Buyer's recourse for failure and malfunctions of the Software shall be limited to the services and remedies provided under any software maintenance agreement then in effect. This warranty relating to the Software shall be deemed null and void in the case of any modification to the Software made by any party other than by, or with the authority of, Seller.

6.1. Warranty Claims. To claim a breach of this warranty, Buyer must, during the warranty period, notify Seller in writing of the Error or Errors that Buyer has encountered and provide Seller with all the information Buyer has, in written or electronic form, about those Errors, so that Seller can attempt to reproduce, diagnose, and correct the Errors.

7. Exclusive Remedy. Your exclusive remedy for any breach of this Software warranty is that Seller will use commercially reasonable efforts to (at its option) correct the Errors Buyer has reported or provide a replacement product that does not contain these Errors.

8. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, Seller PROVIDES THE SOFTWARE "AS IS" AND MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS SLA OR ANY OTHER COMMUNICATION. Seller SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

9. CERTAIN LIMITATIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATION OF CERTAIN TYPES OF WARRANTIES, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO BUYER, BUT IN SUCH A CASE THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THE ABOVE ARTICLE 7 SHALL BE APPLIED TO THE GREATEST EXTENT ENFORCEABLE UNDER APPLICABLE LAW.

10. Title to Software, Manuals and Documentation. All Documentation and Software products supplied by Seller under this license and not identified as third party works are (i) copyrighted works protected by copyright laws, treaties, and conventions of the United States and (ii) contain trade secrets and Confidential Information of Seller protected under applicable law of the United States. Seller retains all right, title, and interest in and to all such products, and all copyright, trade secret, patent, and other intellectual property rights contained therein, subject only to the limited license granted to Buyer in this SLA. Seller shall also exclusively own all changes, modifications, and additions to all such products, whether made by or on behalf of Seller, Buyer, or their employees, agents or otherwise. Buyer agrees to take such further action and execute such further documentation as Seller may reasonably request to give effect to this subsection. Seller may freely use and disseminate any feedback that Buyer provides. Buyer agrees not to claim that Seller owes you any compensation for its use or dissemination of such feedback.

11. LIMITATION OF LIABILITY FOR SOFTWARE. FOR THE MAXVIEW LICENSES PURCHASED FROM SELLER UNDER THE CONTRACT, SELLER'S TOTAL, CUMULATIVE LIABILITY TO BUYER IS LIMITED TO THE AMOUNT OF FEES BUYER PAID FOR THAT PRODUCT OR SERVICE (REGARDLESS OF THE NATURE OF THE LIABILITY OR THE NATURE OR NUMBER OF CLAIMS GIVING RISE TO THE LIABILITY). SELLER

WILL NOT, UNDER ANY CIRCUMSTANCES OR ANY THEORY OF LIABILITY, BE LIABLE TO YOU FOR ANY LOST PROFITS, LOSS OF DATA, OR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM THIS SLA OR THE PRODUCTS AND SERVICES PROVIDED TO BUYER UNDER THIS SLA. THE LIMITATIONS OF LIABILITY IN THIS SECTION ARE A FUNDAMENTAL PART OF THIS SLA AND ENABLE SELLER TO PROVIDE PRODUCTS AND SERVICES TO YOU AT COMPETITIVE PRICES. THESE LIMITATIONS OF LIABILITY ARE INTENDED TO APPLY EVEN IF AN EXCLUSIVE REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

13. License Termination. Seller may terminate this license if the Buyer does not remedy a breach of the SLA within the period (which shall be no fewer than 14 days) specified by Seller in writing in a notice of breach issued by Seller to the Buyer requiring the Buyer to remedy the breach. Upon termination, Buyer is obligated to cease its use of the Software and destroy the Software immediately, including all copies and modifications.

(1) For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

(2) Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

(3) Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

(4) Corporation, individual, or other person, as appropriate.

* Enter "none" when all data or software will be submitted without restrictions.

ANNEX (B)
MAXVIEW SOFTWARE MAINTENANCE AGREEMENT

This Software Maintenance Plan (the "SMP") identifies the terms and conditions of software maintenance, as described in Exhibit A, under contract between the Parties. All terms contained herein and not otherwise defined shall have the meanings ascribed to them in the Agreement. In this SMP, State of Nebraska is referred to as "Buyer" and the DataPath, Inc. is referred to as "Seller".

1. Scope of Software Maintenance.

(a) Error Correction. Seller will provide the services specified in the SMP selected by Customer. In addition to the services identified in the applicable SMP, Seller shall insure that the Software operates substantially in conformance with the specifications set forth in the current applicable technical reference manual. Seller agrees, as its exclusive obligation hereunder, to use reasonable commercial efforts to correct reported Errors in the current version of the Software in a timely manner by providing the repair or replacement of object or executable code versions of the Software. Maintenance services under this SMP do not include any customizations of the Software.

(b) New Releases. Seller shall make available to the Customer upgrades, improvements, enhancements, and modifications solely to the then current version of the Software. Seller will provide to Customer all such upgrades, improvements, or modifications of the Software that Seller makes generally available to other customers and does not market as independent products or modules. Seller shall provide reasonable telephone assistance to help Customer install and operate each release.

(c) Prior Releases. If Customer contracts for maintenance services, Seller shall only provide maintenance and support services for the then current release of the Software and for the previous release of the Software for three months following the provision of the newest release to Customer. Thereafter, Seller may in its sole discretion agree to provide support for older releases, but reserves the right to charge Customer at its time and materials rates for such support.

(d) Software Patches. Seller will distribute available patch releases for the core MaxView product. Software patches are available for the current release of MaxView and the immediately previous release. Patch documentation and scheduled availability are viewable online through the MaxView Customer Support Portal. Patches are released in accordance with the software license agreement and in conjunction with standard MaxView patch and release management scheduling.

2. Customer Cooperation. Customer shall promptly notify Seller, in writing, of all Errors, and shall, if applicable, provide assistance in identifying and detecting problems, errors, and malfunctions. As requested by Seller, Customer shall provide data and information regarding all Errors with sufficient detail and supporting documentation to enable Seller to diagnose, and if necessary, recreate the problem, error, or malfunction. If Customer's data and information regarding an Error lacks sufficient detail and/or supporting documentation to enable Seller to diagnose and/or recreate the Error, and Customer does not provide sufficient data and information to Seller within sixty (60) days of Customer's ticket being opened in Seller' ticketing system, Seller reserves the right to close Customer's ticket and reopen the ticket when Customer provides sufficient data and information.

3. Limitations. Software maintenance shall not cover malfunctions and errors caused by (i) Errors not reported by Customer, (ii) Errors caused by misuse or abuse of the Software, (iii) Errors caused by use of the Software with hardware or software other than that approved by Seller for use with the Software, (iv) changes made other than by or with the express written authority of Seller. Unless otherwise provided in a Related Agreement, maintenance does not include on-site service or the installation of any Software or Hardware. If Customer requests on-site assistance, Seller may provide such support and bill Customer at then current time and materials rates for such services.

4. Ownership. Customer acknowledges that Seller shall have sole and exclusive ownership of all rights, title and interest (including patent, copyright, trade secret and other intellectual property rights pertaining thereto), in and to the Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to the Software, subject only to the license expressly granted to the Customer therein.

5. Term and Renewal Option. The initial term of this SMP is twelve (12) months, beginning on the Effective Date ("Initial Term"). The SMP will automatically terminate upon expiration or termination of any license granted under the Agreement or any Related Agreement.

6. Fees. The annual maintenance fee ("SMP Fee") for the services set forth in the SMP is detailed in the purchase order and is non-refundable in the event of a termination. The annual SMP Fee is payable on the Effective Date.. "SMP Year" shall mean the twelve month period commencing on the Effective Date. Customer's maintenance

services lapse under this SMP, Customer may reinstate enrollment in the SMP by paying on a pro rata basis the SMP Fee covering the time period of the lapsed SMP. If on-site assistance in required, the SMP Fee is exclusive of, and Customer agrees to pay, any reasonable travel and living expenses incurred in connection with the provision of maintenance services under this SMP. Customer agrees to pay any sales, use or other tax related to this transaction, however designated (except taxes based on income). Seller reserves the right to charge the customer for engineering hours incurred beyond the SMP allotment and any expenses associated with customer support if the effort proves that there was no software problem. There will be no additional charge for enrollment in the SMP during the Software warranty period (as set forth in Section 8.4 of the Agreement) for Software licensed at the time of execution of the Agreement. SMP Fees for subsequently licensed copies of Software will be due immediately at the time of licensing.

7. Limited Warranty for Software Maintenance. Seller shall perform its services hereunder in a professional and workmanlike manner.

8. GENERAL DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7, THERE ARE NO EXPRESS WARRANTIES OR IMPLIED WARRANTIES, AND SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE OR NONINFRINGEMENT.

ANNEX (B), EXHIBIT A
SILVER SOFTWARE MAINTENANCE PLAN DESCRIPTION

The following describes the MaxView Silver Software Maintenance Plan.

Web-enabled Customer Support Portal:
Members receive up to five access accounts to the MaxView Customer Support Portal.
The MaxView Customer Support Portal provides 24/7 online access to resources and tools, including:

- Comprehensive product information such as release and versioning information, user manuals and troubleshooting guides
- Searchable MaxView Driver Inventory by make and model
- Real-time access to our ticketing system, enabling you to open, track and view your tickets 24/7

Customer Support:
DPI provides technical support from 7:00 am to 7:00 pm EST, Mon. - Fri., with requests entered via telephone and internet-based ticketing.

Software Patches:
As requested, DPI will distribute patch releases for known MaxView core software code for the current release of MaxView and the immediately previous release. Patch documentation and scheduled availability are viewable online through the MaxView Customer Support Portal. Patches are released in accordance with the software license agreement and in conjunction with standard MaxView patch and release management scheduling.

Software Upgrades:
As an additional benefit, upon request, customers are eligible to receive upgrades, enhancements and modifications to the current release of MaxView and the immediately previous release. DPI will provide major upgrades of software components for which they own licenses if the software is upgraded during the active maintenance period and provided a support agreement has been in place for a minimum of two consecutive years. Software Upgrades do not include professional services required to perform the upgrade and/or migration of data or screens from the existing configuration. New release documentation articulating features, modifications, and upgrade information is available on the MaxView Customer Support Portal.

Trouble Resolution:
Severities are established by DPI in accordance with the definition below and ticket resolution is worked accordingly. Issues that require MaxView core software code changes will be developed and supplied by DPI in conjunction with standard MaxView software patch and release management scheduling.

Severity	Description
1	Problem with MaxView software creating a network outage or critical systems impairment with greater than 50% loss of network control and management

2	Problem with multiple MaxView software components rendering impairment greater than 25% loss of network control and management
3	Single feature impairment creating inefficiency for user environment
4	Any other error in the MaxView software, errors cosmetic in nature (i.e. spelling, punctuation, etc.), or information requests
5	Enhancement Requests – Any new feature requests or requests for modifications of existing features. Enhancement requests will be submitted to Product Management for consideration in a future release. Enhancement requests are not considered software errors. All enhancements are managed and accepted by DPI's Product Management team

Device Drivers - Library:
Silver members have access to drivers in our existing library of fully-pointed drivers. A searchable inventory is provided for your convenience through the MaxView Customer Support Portal. Upon request, drivers in the library will be provided to the customer for no additional charge. The drivers will be provided as they exist in the library. Alterations are not included. Please limit library requests to no more than 5 drivers per month.

Remote System Audit
Upon request, DPI engineers will examine customer's system and identify opportunities to enhance system performance.

Discount on Training:
Silver members receive a 15% discount on training offered at DPI's location in Duluth, Georgia, USA. Excludes travel and expenses.

System Configuration Archived Annually:

Upon request, DPI engineers will store customer's system configuration on an annual basis while the system is under a current SMP agreement. It is the responsibility of the customer to obtain and provide the configuration to the MaxView Support team for archive storage.

System Health Check Discount:

Silver members receive a 15% discount on System Health Checks. The System Health Check provides onsite MaxView assistance, evaluation, and training. A written analysis of the findings including recommendations for improving efficiency is provided. The system health check consists of the following:

- **Goals Review** - discuss what the customer would like to achieve during the visit and in the near future, determine if the system is running the way intended, answer and question session, and assist in planning for future changes/growth.
- **Shadowing** – a MaxView expert will shadow operators to get an idea of how the system is currently being used.
- **System Analysis** – the MaxView expert will research the system to determine versions being run, components MaxView is monitoring and controlling, installed drivers, etc.
- **Trouble Shooting** – We will provide hands-on assistance for quick fixes and trouble shooting.
- **Training** – Specialized training will be conducted focusing on areas of most need within your organization.
- **Written Analysis** – A written summary of how the system is currently being used, recommendations for improvement, best practices, suggestions regarding software versions, additional training, etc. will be provided.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TJM			

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TJM			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html

   The completed United States Attestation Form should be submitted with the RFP response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this RFP.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TJM			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any

other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TJM			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	TJM	Exception: Ownership, Rights, and Title are subject to Section II., Section S. SPECIAL PROVISONS terms and conditions.	Exception: Ownership, Rights, and Title are subject to Section II., Section S. SPECIAL PROVISONS terms and conditions.

The State shall have the ~~unlimited~~ right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract, subject to Section II., Section S. SPECIAL PROVISONS terms and conditions.

~~The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.~~

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	TJM	Only Exception: Cyber Liability Insurance	Only Exception: DataPath, Inc request CYBER LIABILITY shall be omitted from insurance coverage table below. Type of insurance is not applicable to DataPath, Inc. proposed solutions nor scope of work.

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;

2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. **WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter**. The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

4. **COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal/Advertising Injury	$1,000,000 per occurrence
Bodily Injury/Property Damage	$1,000,000 per occurrence
Medical Payments	$10,000 any one person
Damage to Rented Premises (Fire)	$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
WORKER'S COMPENSATION	
Employers Liability Limits	$500K/$500K/$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	$1,000,000
CYBER LIABILITY	
~~Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties~~	~~$10,000,000~~
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

5. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Nebraska Educational Telecommunications
Attn: Contract Manager
1800 N. 33rd Street
Lincoln, NE, 68503

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

6. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

H. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TJM			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

I. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TJM			

By submitting a proposal, bidder certifies that there does not now exist a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The bidder certifies that it will not knowingly employ any individual known by bidder to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

J. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TJM			

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

K. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TJM			

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

L. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TJM			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at http://nitc.nebraska.gov/standards/2-201.html and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

N. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TJM			

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

O. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TJM			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

B. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TJM			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices for payment shall be submitted to Nebraska Educational Telecommunications 1800 N. 33rrd Street, Lincoln, Nebraska, 68503. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

C. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TJM			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

D. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TJM			

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services. No payment shall be made prior to the delivery of any hardware or software; all shipments will be FOB destination.

E. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

F. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TJM			

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

G. RIGHT TO AUDIT (First Paragraph is Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TJM			

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical

or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one percent (.1% of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

DataPath, Inc. provides a response to this requirement in Part 3 - "Technical Approach".

VI. PROJECT PLANNING AND MANAGEMENT

DataPath, Inc. provides a response to this requirement in Part 3 - "Technical Approach".

Form A
Bidder Contact Sheet
Request for Proposal Number 5820 Z1

Form A should be completed and submitted with each response to this RFP. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	DataPath (Inc.)
Bidder Address:	2205 Northmont Parkway Suite 100 Duluth, Georgia 30096
Contact Person & Title:	Tammy Jo. Morgan (Director of Contracts)
E-mail Address:	tammyjo.morgan@datapath.com
Telephone Number (Office):	+1.678.597.0406
Telephone Number (Cellular):	+1.404.242.9343
Fax Number:	+1.678.471.7892

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	DataPath (Inc.)
Bidder Address:	2205 Northmont Parkway Suite 100 Duluth, Georgia 30096
Contact Person & Title:	Tammy Jo. Morgan (Director of Contracts)
E-mail Address:	tammyjo.morgan@datapath.com
Telephone Number (Office):	+1.678.597.0406
Telephone Number (Cellular):	+1.404.242.9343
Fax Number:	+1.678.471.7892

Original

State of Nebraska
State Purchasing Bureau
Request for Proposal
Network Management Control System
Parts 2 and 3
Technical Proposal
Corporate Overview and
Technical Approach

Solicitation # RFP 5820 Z1

May 31, 2018 (2PM CT)

Submitted by:
DataPath, Inc.
2205 Northmont Parkway
Suite 100
Duluth, GA 30096
POC: Tammy Jo Morgan
Director of Contracts
tammyjo.morgan@datapath.com
Phone: 678.597.0406

Submitted to:
State of Nebraska State Purchasing Bureau
Dept. of Admin. Services
Materiel Division
Attention: Nancy Storant/Dianna Gilliland
as.materielpurchasing@nebraska.gov
1526 K Street, Suite 130
Lincoln, NE 68508
402.471.6500

State of Nebraska
State Purchasing Bureau
Request for Proposal
Network Management Control System
Part 2 Technical Proposal – Corporate Overview

Solicitation # RFP 5820 Z1

May 31, 2018

Submitted by:
DataPath, Inc.
2205 Northmont Parkway
Suite 100
Duluth, GA 30096
POC: Tammy Jo Morgan
Director of Contracts
tammyjo.morgan@datapath.com
Phone: 678.597.0406

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As.materielpurchasing@nebraska.gov
1526 K. Street, Suite 130
Lincoln, NE 68508
402.471.6500

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2 CORPORATE OVERVIEW

a. Bidder Identification and Information

Company Name: DataPath, Inc. (DataPath)

Company Headquarters Address:

2205 Northmont Parkway
Suite 100
Duluth, Georgia 30096

Entity Organization: Corporation

State of Incorporation: Georgia

First Year in Business: 1996

b. Financial Statements

Banking Point of Contact:

David Venn
Senior Vice President
Middle Market Banking
Wells Fargo N.A.
171 17th Street NW, 5th Floor
Atlanta, GA 30363
404-214-5880

DPI Y/Y Comparative Actual Income Statements

2/12/2018

	Dec-16	2016 December YTD	Dec-17	2017 December YTD	YTD Change $	YTD Change %
Revenues:						
Custom Product	$6,799,306	$22,391,358	$12,902,621	$41,150,835	$18,759,477	84%
Field Services	4,451,266	24,473,279	6,501,414	45,291,423	20,818,144	85%
Software	1,144,655	3,149,463	874,078	3,391,670	242,207	8%
STK Product	2,068,925	10,127,147	3,831,230	16,783,109	6,655,962	66%
Passthrough Rev	2,852,328	9,414,122	2,924,305	18,871,382	9,457,260	100%
Total Revenues	$17,316,201	$69,555,369	$27,033,648	$125,488,419	$55,933,050	80%
Y/Y Growth			56%	80%		
Total Costs of Sales	$13,723,294	$56,363,431	$21,410,892	$104,934,671	$49,571,240	90%
Gross Profit	$3,592,907	$14,191,938	$5,622,996	$20,553,748	$6,361,810	45%
% Margin	20.7%	20.4%	20.8%	16.4%		
Total Sales, General & Admin. Exp	$1,533,022	$24,419,205	$1,427,985	$20,537,940	($3,881,265)	-16%
Operating Earnings	$2,059,885	($10,227,267)	$4,195,062	$15,808	$10,243,075	100%
Interest (Expense)	($342,597)	($9,571,073)	($611,540)	($7,030,034)	($3,458,961)	97%
Other Income (Exp.)	68,955	(793,366)	(193,490)	(455,097)	338,270	-43%
Transition and Restructuring Costs	(1,645,931)	(4,606,593)	(602,229)	(3,055,105)	1,551,488	-34%
Other (Expense)/Income	($1,931,273)	($8,971,033)	($1,607,359)	($10,540,236)	($1,569,203)	17%
Net Income	$126,812	($19,198,300)	$2,587,722	($10,524,428)	$8,673,872	45%
Operating Earnings	2,059,885	(10,227,267)	4,195,062	15,808	10,243,075	100%
Depreciation & Amortization	22,979	2,231,646	114,685	2,253,755	22,109	1%
EBITDAM (w/o One Time Costs)	$2,082,864	($7,995,621)	$4,309,747	$2,269,562	$10,265,183	128%

DPI Y/Y Comparative Actual Balance Sheets

2/12/2018

	Dec-16	Dec-17	Change $	Change %
ASSETS				
Operating Cash	$5,068,732	$4,410,963	($657,769)	-13%
Accounts Receivable	19,714,120	33,349,331	13,635,211	69%
Inventory	6,838,393	4,818,167	(2,018,226)	-30%
Deposits and Prepaids	0	1,641,711	1,641,711	100%
Other Current and Tax Assets	1,762,137	1,190,399	(571,738)	-32%
Total Current Assets	**$33,381,382**	**$45,410,570**	**$12,029,188**	**36%**
Total Net Fixed Assets	$4,005,071	$3,812,077	($192,994)	-5%
Total Other Assets	$2,499,077	$1,920,676	($578,201)	-23%
TOTAL ASSETS	**$39,885,530**	**$51,143,323**	**$11,257,992**	**28%**
LIABILITIES & EQUITY				
Accounts Payable	$13,819,017	$18,756,797	$4,937,780	36%
Accrued Compensation	4,220,978	4,445,818	224,840	5%
Warranty & Accrued Expenses	1,542,377	1,382,148	(160,229)	-10%
Prepaids and Customer Advances	4,843,907	5,626,134	782,227	16%
Other Liabilities	3,068,082	3,052,470	(33,592)	-1%
Total Current Liabilities	**$27,512,341**	**$33,263,367**	**$5,751,026**	**21%**
Long Term Liabilities				
New Revolver Balance	$7,523,771	$23,216,796	$15,693,025	209%
Mez Tranche 1	7,947,955	8,274,445	326,490	4%
Mez Tranche 2, 3 and 4	18,712,772	18,335,268	(377,504)	-2%
Total Long Term Liabilities	**$34,184,499**	**$49,826,509**	**$15,642,010**	**46%**
TOTAL LIABILITIES	**$61,696,840**	**$83,089,876**	**$21,393,036**	**35%**
TOTAL EQUITY	($21,811,310)	($31,946,353)	($10,135,043)	46%
TOTAL LIABILITIES & EQUITY	**$39,885,530**	**$51,143,523**	**$11,257,992**	**28%**

DPI Y/Y Comparative Actual Cash Flows

2/12/2018

	Dec-16	2016 December YTD	Dec-17	2017 December YTD
Net Income	**$272,241**	**($10,084,671)**	**$2,587,722**	**($10,624,428)**
Cash Flow from Operations:				
Depreciation & Amortization	$22,879	$2,231,646	$114,866	$2,253,755
Change in:				
AR	($7,795,534)	($5,466,525)	($10,615,542)	($13,635,211)
Inventory	2,328,477	(2,746,679)	3,613,499	2,018,226
Deposits and Prepaids	656,867	561,814	358,356	(1,641,711)
AP	4,841,626	5,470,231	134,314	4,937,780
Accrued Compensation	1,166,226	1,339,731	2,521,175	224,840
Warranty	54,654	(211,442)	86,594	(160,229)
Prepaids and Advances	(456,053)	2,667,017	1,744,059	782,227
Net Other Current Assets	(981,526)	(1,066,449)	517,247	538,145
Net Cash From Operating Activities	**$110,958**	**($10,984,327)**	**$1,040,090**	**($15,206,605)**
Investments in PP&E	**($397,533)**	**($918,344)**	**($840,384)**	**($1,240,893)**
Cash Flow from Financing:				
Line of Credit	$3,749,897	$7,523,771	$4,421,506	$15,693,025
Mezzanine Debt	237,620	11,079,244	(2,667,374)	(51,015)
Change in Net Long Term Assets	177,889	198,634	(266,658)	(241,866)
Change in Equity (FX etc.)	(167,810)	519,770	18,009	389,385
Net Cash From Financing Activities	**$3,997,596**	**$19,316,419**	**$1,625,483**	**$15,789,529**
Change in Cash	**$3,711,018**	**$2,413,749**	**$1,725,209**	**($657,769)**
Beginning Cash	$1,357,714	$2,655,984	$2,685,754	$5,068,732
Ending Cash	**$5,068,732**	**$5,068,732**	**$4,410,963**	**$4,410,963**

c. Change of Ownership

DataPath is privately held and does not foresee a change in ownership within the stipulated timeframe set forth for this procurement.

d. Office Location

DataPath is located at 2205 Northmont Parkway, Suite 100, Duluth, GA 30096.

e. Relationships with the State

As the State has mentioned in the Product Overview, the Nebraska Educational Telecommunications Commission (NETC) currently uses the DataPath Operations and Maintenance (O&M) Software, MaxView for its monitoring and control requirements. DataPath is proposing an updated approach to the software and will provide the State with a very robust monitoring and control solution at a very economic price.

f. Bidder's Employee Relations to State

This section is not applicable to DataPath. The State does not employee any employees of DataPath, Inc. (DataPath).

g. Contract Performance

DataPath has never had a contract terminated for performance or default with the State of Nebraska or any other Customer.

h. Summary of Bidder's Corporate Experience

Table 1. Corporate Experience Reference 1 – Swedish Space Corporation (SSC, formerly known as Universal Space Network - USN)

DataPath Corporate Experience – Reference 1 – Swedish Space Corporation (SSC – formerly known as Universal Space Network – USN)	
a) Time Period of the Project	2006 – Current
b) The scheduled and actual completion dates	The project began with a single site installation in 2006 and has expanded over the years. There are now two global servers monitoring half a dozen remote sites spread throughout the globe. The project includes ongoing maintenance and support and is an active contract today.
c) The Contractor's responsibilities	Brief Description of the Contract Effort: USN (now SSC) needed a high-availability management solution to use for management of remote Satellite earth stations. MaxView manages half a dozen remote earth stations and has failover capabilities between two global servers. MaxView is used to manage entire RF chains (including modems) and schedule satellite passes. Automation handles the configuration for each pass. The customer has been trained and maintains the system including new automation, driver, and screen development. This program has been upgraded many times over the years proving the scalability and durability of MaxView.
d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and	Swedish Space Corp (formerly USN) POC: Mike Balint balint@uspacenet.com Office - +1 215-394-0130

DataPath Corporate Experience – Reference 1 – Swedish Space Corporation (SSC - formerly known as Universal Space Network – USN)	
e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.	DataPath is the Prime contractor for this citation. Period of Performance is listed above. Project includes approximately $500k in MaxView licensing. Labor, hardware and annual maintenance (through 2018) have an estimate project total of $1M.

Table 2. Corporate Experience Reference 2 – Leidos U.S. Antarctic Program SATCOM Network Management for the National Science Foundation

DataPath Corporate Experience – Reference 2 – Leidos U.S.- Antarctic Program SATCOM Network Management for the National Science Foundation	
a) Time Period of the Project	2005 - Current
b) The scheduled and actual completion dates	The project began in 2005 with final installation completion within 2005. The project includes ongoing maintenance and support and is an active contract today.
c) The Contractor's responsibilities	Researchers in Antarctica needed a mechanism for reliable communications. MaxView is used to manage National Science Foundation earth stations at the South Pole, Palmer Island, McMurdo Station and Black Island. MaxView manages schedules and configures the RF chains (including modems) for each pass of the satellite. The management performance is overseen both on ice, and at the Program headquarters in Denver, CO. The systems are configured with redundancy at each location and the HQ (Denver) location can take full control over the equipment if necessary. All equipment metrics are recorded at each location and scheduled reports allow operators to review and ensure maximum network efficiency to personnel on ice.
d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and	National Science Foundation POC: Mitch Perry, Leidos Mitch.Perry.Contractor@usap.gov Office +1 720-568-2204
e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or	DataPath is the Subcontractor to Leidos Corporation for this contract. Contract value is in excess of $750K. The work began in 2005, original installation completed in 2005 with ongoing work orders and upgrades as required to 2018.

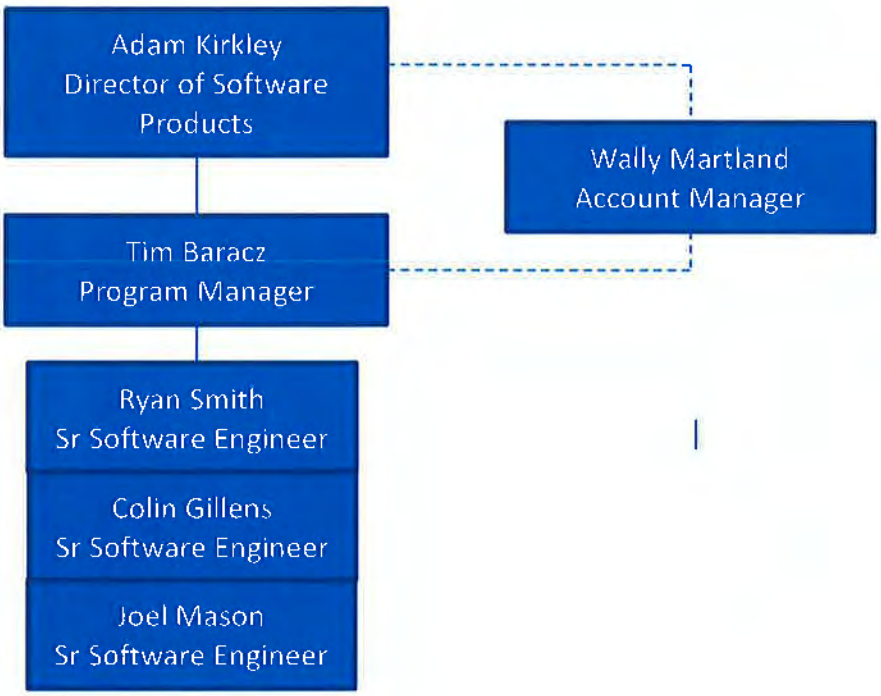
DataPath Corporate Experience – Reference 2 – Leidos U.S.- Antarctic Program SATCOM Network Management for the National Science Foundation	
currently planned) completion date and actual (or currently planned) budget.	

Table 3. Corporate Experience Reference 3 – Exelis (Harris Corporation) U.S. Army Ka STARS Program

DataPath Corporate Experience – Reference 3 – Exelis (Harris Corporation) U.S. Army Ka STARS Program	
a) Time Period of the Project	2008-2014
b) The scheduled and actual completion dates	The project began in 2008 with completion in 2014
c) The Contractor's responsibilities	Datapath successfully partnered with Exelis (Harris)) to deliver a network management software solution for the Army's Ka-STARS program. The initial award begun in 2008 and DataPath worked with ITT to deliver the MaxView product to the U.S. Army Program Manager, Defense Communications and Army Transmission Systems (PM-DCATS). The MaxView software suite helps to manage and automate the nine-meter AN/GSC-70(V)1 Ka Band Satellite Transmit and Receive Systems (Ka-STARS). In 2014, Exelis partnered with DataPath again in support of the Army's SEC initiative to upgrade the systems to Windows 7 and Server 2008. The program involved an upgrade to the latest version of the MaxView suite going through an entire software development life cycle including requirements definition, preliminary design review, critical design review, unit testing, regression testing, Software preliminary qualification testing (SWPQT), software final qualification testing (SWFQT), test readiness reviews and ultimately deployment. For this upgrade, DataPath is not required for on-site support of the integration. The upgraded solution will be delivered at all 15 teleport sites, 1 MaxView development support facility and 5 MaxView simulator systems.
d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and	Exelis (Now Harris Corporation), Colorado Springs, CO POC: Jeff Joles, Program Manager – 719-637-5900
e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.	DataPath is the Subcontractor Exelis. Budget was $722K, and met schedule for ongoing work scope as defined in the period of performance.

I. Summary of Bidder's Proposed Personnel/Management Approach

DataPath will perform the upgrade of the current MaxView 3.x software to the new MaxView Enterprise 7.x release using a team of experienced software developers and program & product management staff, most of which have 10+ years of experience in delivering MaxView into large multi-site broadcast and satellite environments.



Adam Kirkley is the Director of Software Products at DataPath and has management responsibility for both the product development as well as the product delivery teams at DataPath. While he won't have a direct role in the day to day program tasks, Adam will provide the engineering and program management resources required to allow DataPath to meet the project delivery requirements from both a technical and schedule perspective. Adams resume is attached.

Tim Baracz will be the Program Manager for the NET NMCS2 project and he will be responsible for assigning resources, managing the schedule and milestones, attending design reviews and overall management of the day to day tasks. Tim will be the primary point of contact for NET during project implementation.

Wally Martland is the Account Manager for NET at DataPath and has all sales responsibilities and will be a secondary contact for NET during the NMCS2 project. Wally is the liaison between contracts and NET and also between Program Management and NET for any pricing information required.

Ryan Smith, Colin Gillens and Joel Mason are all Senior Software Engineers with many years of experience in delivering solutions similar to NET NMCS2. They will be responsible for the actual upgrade from a technical perspective and will share tasks such

as performing the site surveys, capturing current MaxView Images, upgrading the images to MaxView Enterprise, Factory testing and then ultimately installation and testing of the system.

j. Subcontractors

At this time, DataPath does not foresee any sub-contractor requirements if NET is to perform the driver development on the new equipment drivers identified to not be part of the current MaxView system. If, however NET elects to have DataPath develop these drivers, we do use a sub-contractor in some instances to assist in driver development. This contractor would be fully DataPath's responsibility and DataPath will have proper QA procedures in place to ensure the end product meets our high-quality standards. The sub-contractor would be:

Mihir Shah, President & CEO
VeSat Solutions
B-10, Bhaveshwar Arcade
Opps. Shreyas Cinema, LBS Marg
Ghatkopar (W), Mumbai – 400086 India

State of Nebraska
State Purchasing Bureau
Request for Proposal
Network Management Control System
Part 3 Technical Proposal - Technical Approach

Solicitation # RFP 5820 Z1

May 31, 2018

Submitted by:
DataPath, Inc.
2205 Northmont Parkway
Suite 100
Duluth, GA 30096
POC: Tammy Jo Morgan
Director of Contracts
tammyjo.morgan@datapath.com
Phone: 678.597.0406

Submitted to:
State of Nebraska State Purchasing Bureau
Dept. of Admin. Services
Materiel Division
Attention: Nancy Storant/Dianna Gilliland
as.materielpurchasing@nebraska.gov
1526 K. Street, Suite 130
Lincoln, NE 68508
402.471.6500

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3 TECHNICAL APPROACH

3.1 UNDERSTANDING OF THE PROJECT REQUIREMENTS - EXECUTIVE OVERVIEW (A)

Nebraska Educational Telecommunications Commission (NETC) has made use of the DataPath (originally ILC) MaxView monitor and control system for nearly two decades and is requesting an update, refresh, or replacement system. The goal of this effort is to ensure NETC is well positioned to take advantage of modern technologies and latest best practices, expand and consolidate current control systems, and ultimately improve operator efficiency.

DataPath is proposing an upgrade of the MaxView software that will achieve these goals in the most cost efficient and risk-averse manner possible. In the following sections, we will detail a flexible approach to this upgrade that will provide NETC access to necessary support, technologies, and skills to control your schedule and budget as you see fit.

We are confident in this phased approach as we have already used it on many existing MaxView 3x customers with great success. To state compliance to the RFP's requirements.

Note: DataPath has inserted Attachment 1 to RFP# 5820 Z1 (Requirements Traceability Matrix for the Network Management Control System (NMCS) at the end of Section 3 – Technical Approach.

3.2 NETC AND MAXVIEW – A BRIEF HISTORY

In early 2000, NET Television (NET) was grappling with multiple management systems from different vendors to monitor and control its statewide broadcast, video conferencing and distance-learning network. This created several obstacles to the staff.

This was an urgent need to solve to support the critical service delivery including operating Nebraska's public television and radio network, multiple synchronous and asynchronous distance- learning systems, and a statewide videoconference network. Staff were also responsible for an uplink facility for nationwide broadcasting of regional public television programming.

NET had to regularly add new equipment to the system and that previously meant introducing disparate software management systems. It was also during this time that NET's satellite videoconferencing network was growing exponentially. This highlighted the need for NET to be autonomous and centralize its network control. Lincoln would become the centralized hub and NET would minimize distributed operations.

Similar to today, NET determined that a phased approach would help them achieve their primary goals of architecting one system that would meet both their immediate and long-term needs. The four phases were satellite videoconferencing, C band, Ku band, and terrestrial broadcasting networks. After following the government's acquisition process, NET identified MaxView as the clear solution for its challenges.

The following statements are copied from a case study created around the NET-MaxView program circa 2005. The strengths of the MaxView application then are strikingly relevant to the current needs described by NETC:

> ***Total Control Over the Entire Network*** *– Because MaxView's strength is in managing both standard and non-standard devices, it was a perfect fit for the diversity of legacy analog and new digital equipment in NET's network. With MaxView, NET can implement monitor-and-control capabilities over its entire system.*
>
> ***Flexibility*** *– MaxView's flexibility is probably the most important product attribute to NET. The company now can set up macro and super-macro commands that will initiate a command sequence with a single keystroke. For example, the simplest and most used macro changes inputs on an audio-video routing switcher to feed an uplink. Prior to MaxView, NET's staff had to choose the device, set the cross-points and then issue the command manually.*
>
> *MaxView still allows NET to operate manually if it chooses; however, MaxView's automation capabilities give NET the option to set up virtual devices comprised of macros, super macros and device elements. NET now has a command button for switcher cross-point selection. By simply clicking on the command button within the graphical user interface, the switcher routes any input to any output.*
>
> ***Maximum Operations Efficiency*** *– Using MaxView, NET consolidated its operations considerably. What used to require several operators now takes only one. For example, uplink operations used to be cumbersome and unreliable. Not having a reliable control system meant that NET had to have a person at the remote uplink teleport to either assist or control the uplink. With MaxView, NET can now reliably and flexibly operate both teleports automatically from a central satellite transmission center. Secure in the knowledge that these teleports are now under control, NET was able to reallocate some of its staff to other critical areas.*
>
> ***Reduced Network Downtime*** *– NET reduced network downtime through MaxView's ability to:*
>
> - *Detect network failures early*
> - *Automate fault management to eliminate operator errors*
> - *Solve problems automatically with super macros*

NET had a challenge then – operations staff had to keep multiple, diverse statewide networks up and running, while relying on multiple management systems from different vendors to do so. The solution – MaxView's flexibility and automation features enabled consolidated control over all networks, including NET's satellite videoconferencing, C band, Ku band, and terrestrial broadcasting networks. The impact – Automation reduces network downtime and increases operations efficiency by allowing NET to reallocate staff to other critical areas.

3.3 MAXVIEW – A PRODUCTS EVOLUTION

3.3.1 MaxView Overview

MaxView has a legacy lasting almost 25 years, including over 4,000 installations serving broadcasters, satellite carriers, cable operators, telcos, IP carriers, and government facilities. MaxView's large international footprint manages thousands of sites spread over 40 countries on all seven continents. These installations monitor critical communications systems for both commercial and government customers.

With a strong commercial focus for major broadcasters and satellite services providers, MaxView successfully ensures uninterrupted service and availability to end customers. In the government market, MaxView's reliability led to its selection as the monitoring system for over 1,000 government terminals where uptime allows for critical mission communications in harsh conditions. Maintaining these communications links directly impacts the safety and security of individuals on the ground.

3.3.2 MaxView Philosophy

MaxView Enterprise

MaxView Enterprise is designed to make complex and remote network management easier. The software can serve in a variety of functions, overlaying and consolidating monitoring inputs from multiple other software tools, devices, and sensors in both IP and proprietary protocols. By providing a single view and control of a customer's entire network, an IT department or network operations center (NOC) can improve operational efficiency and incident response time.

Figure 1. MaxView offers a single view and control of a Customer's entire network

In addition, MaxView Enterprise offers substantial upgrades to the software's analytics capabilities with enhanced reporting and customizable dashboards for a comprehensive view of your network. The new interactive reporting feature allows operators to fine-tune their results in real-time to achieve a greater understanding of key performance indicators.

Other significant enhancements include a cutting-edge user-interface, advanced scheduling capabilities, automation of complex service tasks, and an expanded library of device drivers to support remote sensors and additional appliances. MaxView Enterprise includes built-in continuous learning, through integrated multi-media training, to ensure that your network can take full advantage of the latest tools and reporting features. The user-interface based support capabilities are customized to your network and provide varying levels of help ranging from detailed workflow procedures to interactive tutorials.

Solution Vision

The MaxView Software Suite was first introduced during the mid-1990s as an open architecture software program designed to remotely manage and control large industrial sites. MaxView broadened from its original mission to provide remote monitoring and status checks of uplink stations. MaxView's ease of use, level of detail, and automation capabilities, quickly elevated it to a leading provider of satellite communications M&C capabilities.

MaxView software was founded upon the principles of Vision, Knowledge, and Control. Together these principles benefit the MaxView user community by providing an open scalable architecture and low cost of ownership.

The product line evolved in response to a dynamically changing technology environment while staying true to its principles.

Vision into the network is achieved by the amalgamation of data from all types of equipment and systems across the networks. The immediate impact of bringing this data under one software management platform is a real-time view into the health and status of the entire network. The foundation starts at the lowest device driver level and builds to a higher-level view allowing for quick decision making.

MaxView allows for visibility to the lowest (device) level but is optimized when the management is abstracted to higher levels, such as circuits, and even anchor stations. Operators are more efficient when presented with the appropriate level of detail for their specific job function. MaxView's flexible architecture enables this presentation philosophy.

Knowledge of the network is realized by MaxView's ability to communicate and to manage any type of device or non-proprietary system with an available protocol. DataPath will use this capability to integrate MaxView control over all the broadcast, SatCom, and networking gear in the NETC architecture.

MaxView's reporting system provides historical views to review the network over any time period with customizable reports available at a business level or the lowest technical level. These reports can be executed on an ad hoc basis or be scheduled and exported to any one of several standard formats (csv, xls, doc, pdf, and more).

Figure 2. MaxView reports are customizable and very easy to schedule as needed.

Control starts at the lowest level with basic device control of equipment, sub-systems, or components. MaxView's flexibility sets

itself apart from other solutions because of its ability to manage the data of multiple different types of networks. Using standard tools, it is possible to create simple or complex automations in a workflow process. Further actions can be created based on reported or derived statuses that then kick off a series of commands for corrective actions. Example commands include self-heal actions, email or SMS alerts, and redundancy failovers.

DataPath has solved many problems in the field from our diverse customer base and has fielded robust and re-usable solutions that are customizable. Our process of continuous improvement keeps MaxView technology on the leading edge. Examples include: Automatic Uplink Power Control, Geographic Site Diversity of Switching complete chains, Carrier Monitoring System as a Software solution for basic real-time Spectrum Analysis, and Automation scheduling tools.

The MaxView network management suite has been the chosen solution for both commercial and government customers, with networks ranging from single terminals to hundreds of thousands of devices. DataPath looks forward to the opportunity to provide a world class network management solution for the NETC NMCS.

3.3.3 MaxView – Enhancements Since Version 3x

NET acquired and uses the MaxView 3x platform currently. While the investment and enhancement into the product has continued over the last two decades, NET has not benefitted from these by remaining on an end-of-life version. Since the original installation at NET, The MaxView product has had 3 major product revisions and countless minor patches and hot fixes.

3.3.3.1 MaxView 5x

The MaxView 5x platform was release around 2005 and became the longest running major version (running through 2012). There were ten minor point releases and numerous hot fixes released in support of 5x – averaging between three and six releases each year.

MaxView had become a powerful media network management solution and broadcasters, satellite operators and media carriers of all sizes were turning to MaxView to overcome the challenge of providing high-quality, uninterrupted media services to their customers. Version 5 of MaxView introduces new features and functionality to operators while offering performance and scalability improvements for the extended network operating environment. Some of these new features included:

- Centralized Time Server Synchronization
- Aperia panel import/export for simplified UI management
- Service/Circuit Management for aggregated, simplified management of entire chains of equipment
- User defined alarm severity overrides
- User groups and groups permissions

- IPv6 Support
- New Reporting Engine – complete overhaul to reporting based on JasperReports engine, allows for fast reporting on large data sets
- Report Scheduling
- Email support for Reports
- Report Export to PDF, Word, Excel, and more
- New OS Support – Windows Vista, Windows 7, Windows Server 2008, Red Hat 5; also introduced support for 64-bit OS's
- Upgrades to 3rd Party Software – Java (JRE 6), Database (MySQL 5.0)
- Ability to interface to external management systems
- Added SNMP support to DDK (driver development kit)

3.3.3.2 MaxView 6x

In 2012, MaxView became the first monitor and control software to become hardened with security attributes designed to meet stringent standards for operations on both government and commercial networks. The 6x product line was known as MaxView ES (Enhanced Security) and was the result of our close collaboration with military and government customers. While this was a "line in the sand" to focus on security, it was certainly not the finish line. Security is an ongoing and ever-evolving focus and DataPath continues to invest and improve its security posture with every release since then.

Some of the key features of the MaxView 6x release included:

- Follows latest available Defense Information Systems Agency's Security Technical Implementation Guides (STIGs)
- Secured previously unforeseen vulnerability points within communication network connections
- Began the maintenance of our application security posture through periodic threat assessments and patches
- Integrated workflows supported simpler operations for minimally trained users
- Device Configuration Management allows users to create and apply device configurations rapidly
- Terminal arbitration – Advanced device/system locking
- Encrypted internal messaging
- Secured Historical database
- Secured Ports/Administrative Web page access using HTTPS and SSL
- Incorporation of Report Server major product upgrades

- Added support for Red Hat 6
- Upgrades to 3rd Party Software – Java (JRE 7), Database (MySQL 5.5)

3.3.3.3 MaxView 7x

At the International Broadcasters Conference (IBC) in Amsterdam in 2015, DataPath unveiled MaxView Enterprise (e.g. version 7x). In this release of MaxView Enterprise, a redesigned architecture enhances performance and scalability for the extended network operating environment. This enables large customers with thousands of devices and hundreds of sites to reduce operational complexity by having a single view into the entire network. By eliminating the need for separate proprietary management systems, MaxView minimizes operational complexity and cost.

MaxView Enterprise provides for multi-platform, fully web-enabled access so your operators can securely manage your system from anywhere. Use the enhanced analytics engine and gain insight of your network to offer maximum uptime and improved SLA's for your customers.

The web client introduced with this version of MaxView was a true thin client and required no additional software to be installed for operation. Based on standards (HTML5, CSS, Javascript), this open access to the control platform will be the preferred client for MaxView into the future. DataPath has maintained the Aperia thick client and in fact, for the NET phase 1, is targeting its continued use.

Some of the specific features released as part of the MaxView Enterprise (7x) included:

- Full featured, responsive web client (HTML5/CSS)
- Mobile Access through built-in browser capabilities
- MVServer Automation – access to circuits, users, and more through scripting engine (Groovy)
- Asset Management API
- Context-Sensitive Help
- Intelligent Filtering in Reports
- SOAP Northbound Interface
- Major upgrade to reporting engine (Jasper Reports upgrade from 3.7 to 6x)
- Introduced new OS support for Windows Server 2012, Windows Server 2016, Windows 8, Windows 10.
- Upgrades to 3rd Party Software – Java (JRE 8), Database (PostgreSQL 9x)

3.3.4 MaxView for Broadcast

Consolidate Broadcast Operations

Control of the broadcast chain has typically been divided across silos of software each dedicated to running a fragmented portion of the facility. Each software system requires an additional administration, maintenance and training investment, cutting into operations' efficiency, productivity and budget. MaxView provides a single, consistent interface to manage all equipment, elements and service applications within your network.

MaxView – A Manager of Change

A single network control system increases operations' efficiency and network uptime by layering advanced functionality on top of basic M&C capabilities, empowering staff to:

- Master control
- Manage affiliate feeds
- Control circuit provisioning
- Provide schedule automation
- Head-end management
- Service management
- MPEG Probe

Figure 3 - Ingest, Routing and Distribution Control Panel

The Operating Environment for End-to-End Control

MaxView provides 100% visibility to all your network assets.

- Ingest facilities
- Head-end
- Facilities
- Transmitter sites
- Satellite uplink, downlinks and contribution sites
- Facilities power management and security

Figure 4 - Virtual Service Device

MaxView is used to solve many common issues seen in the broadcast industry. Some examples and their MaxView solution are detailed below:

Issue	MaxView Solution
Service-Based Management	Creation of "virtual" views of the network that represent specific service types. Eliminates need for the operator to cross-reference different equipment diagnosis procedures or physically locate equipment in the data center to resolve problems
Head-End Management	Manage all head-end equipment including encoders, switches and video-stream analyzers from one control panel.
Spectrum monitoring, carrier monitoring	React instantly to problems with carriers and ghost intruders using integrated spectrum analyzer-based RF spectrum monitoring.
Uplink Power Control (UPC)	Monitors the power requirements and automatically adjusts power to counter signal degradation due to rain fade. Keeps the signal intact while eliminating the risk of human error.
Site Diversity Automation	Create automated failover for primary to back-up ingest facilities, local collection or NOC's. MaxView will initiate start-up of backup facilities and transfer services without disruption of service.
Remote Facilities Management	Monitor, control and automate unmanned remote uplink sites. Manage the environmental systems in remote collection sites from the NOC.

Figure 5 - Routing Control

Figure 6 - Audio Matrix Control

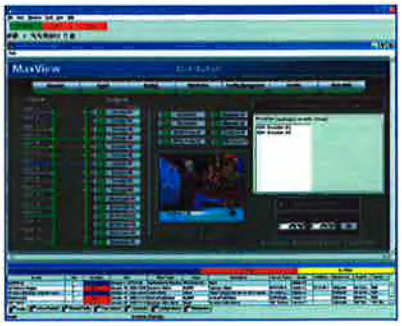

Figure 7 - Head-End Management

3.4 MAXVIEW UPGRADE TO NETC

3.4.1 Summary of Upgrade Approach

DataPath is proposing a phased approach that will NETC to achieve their primary goal of consolidating the diverse systems into a single monitor and control system that is modern and makes use of newer technologies and best practices. In the first phase, DataPath intends to upgrade the existing MaxView system (including drivers, panels, and automation) to the latest version of the software and reuse as much existing physical infrastructure as possible. This approach will offer the lowest-cost, and lowest-risk approach for NET while completing the effort in the shortest possible schedule.

Our approach will be to:

- Upgrade the existing MaxView to our latest version (MaxView Enterprise 7x)

- Reuse existing MaxView Device Drivers, and Automation
- Upgrade the Aperia Panels for reuse
- Provide specifications for computing hardware for NETC procurement
- Provide recommendations for COTS interface hardware if NETC deems replacement is necessary or desired
- Provide training for NETC users on device driver, automation, and panel development
- Allow NETC the flexibility to use internal resources or DataPath resources to achieve any M&C requirement gaps

DataPath is the only vendor that can safely and legally reuse and upgrade the existing drivers, panels and automation within the NETC environment. Given the number of man-hours already invested in this infrastructure and the proven reliability of these artifacts, their reuse offers significant cost and risk reduction. DataPath has developed migration tools that can translate existing MaxView 3x artifacts to MaxView 7x artifacts in a lab environment without exposing any risk to the production system.

MaxView is currently communicating with the required equipment through what was ILC-proprietary equipment (I/O Link32, Remote Link, Net Link). The MaxView Enterprise software can make use of this existing hardware and save the cost of new hardware and cabling. If NETC desires new hardware, DataPath is happy to make recommendations for COTS equipment and supports NETC finding the lowest cost path to obtaining it. DataPath is the only vendor that has the option of reusing the existing hardware and communicating over this proprietary link.

NETC has already invested significantly in the device driver interfaces in the MaxView system. DataPath proposes reusing these drivers and processing them through the upgrade utility to ensure compatibility with MaxView Enterprise (7x). These drivers are already tested against NETC live equipment and known to function against the exact model and firmware in use. There would be no risk to reusing these drivers and is the only path forward that can virtually eliminate the significant test and offline time necessary for other vendors to install different drivers.

NETC also has experience with the modification and development of MaxView drivers currently and in fact, have developed several of the existing drivers. Our planned site surveys will positively identify drivers that may need additional work or development. However, the DataPath approach offers NETC the flexibility to utilize our development resources or your own (making use of the training we have proposed). NETC will benefit by controlling the schedule and cost of this development effort.

When DataPath was last involved with the NETC system, there were already over 10,000 triggers, macros, and super-macros (automation artifacts that handled frequency coordination and conflict resolution for its remote and local satellite videoconferencing network uplinks; preventing double illumination of the satellite due to operator or scheduling errors and provides quick and easily manageable frequency changes). These

automation artifacts can be preserved and reused within the MaxView Enterprise system. With all other solutions, NETC will be forced to choose between giving up these critical safety and efficiency macros or spending the time/money to redevelop them.

After the upgrade phase, NETC will be running a state-of-the-art NMCS with communications capabilities to all the required devices and systems. DataPath has proposed optional training on its Web Client interface for NETC to evaluate and determine when it would be appropriate to migrate from the Aperia UI. The possible migration to the web front-end is considered phase 2 within this response and can be done at NETC's discretion. The effort involved with that only impacts the front-end (no driver or back-end database work is necessary). Either NETC or DataPath (through published hourly rates) can create the web pages as part of a second phase. DataPath recommends this phase occur before March 2022 – the published date for support end of the Java 8 SE – one technology that is built into Aperia. The rest of MaxView will be migrated to newer Java platforms as part of our regular patch releases to satisfy any security risks.

While DataPath is a trusted partner and available to help with ongoing project expansion, it is our objective to fully enable NETC to confidently and competently make these changes without necessarily involving DataPath. Our product is open for our customers to manage their own assets. Our toolkits are available for our customers to control their systems and the future of those systems. And when the need arises, our services are available for NETC to rely upon – and with a corporate history and stability that NETC can trust will be here for another two decades (and beyond).

3.4.2 Development Approach (b)

Site Survey and Lab Upgrades

Upon project award, DataPath engineering will visit NETC to perform detailed site surveys of each system. Engineers will inspect the interface hardware for expandability (available ports) and collect system as-builts. The as-built contains all the drivers, panels, and automation artifacts that define a MaxView system. This process does not impact the production system in any way and does not require any down time or maintenance time.

The upgrade work for these systems will then be performed in the DataPath labs. Virtual machine environments will be created for each system using the MaxView 3x system as-builts. There is a well-understood patching process that each system will undergo to translate the configuration items to their MaxView Enterprise equivalent.

- It is expected that the device drivers will upgrade without any issues – none have been seen on numerous previous upgrades.
- It is expected that the automation artifacts will upgrade with very few issues. Typical issues are the result of hard-coded path names inside of macros where the MaxView Enterprise system is installed into different paths / folders. This is easy to scan for and correct.
- It is expected that most panels (system and device) will upgrade with some issues. Custom APC's and prototypes cannot automatically upgrade and require manual

inspection and cleanup. DataPath will perform these tasks and the result will be Aperia 7x panels that are familiar and comfortable to NETC operators.

Once the DataPath lab upgrades are complete, we will be ready for the onsite installation. At this point, the new computing hardware (NETC to procure) must be available.

Hub Site – Global Server Upgrade

DataPath will travel to the hub site (Lincoln) to install the new Global Server first. This must be in place to provide access to each remote site from the hub. The Global Server is to be installed into a NETC-provided virtual computing environment. MaxView runs in VM environments with no limitations or side effects. From the hub location, the DataPath engineer will have network access to each of the remote sites. We will configure the remote communication servers (MComms) to also communicate to the new Global Server.

In Figure 8 - Sample Remote-Hub CommunicationsFigure 8 below, the current architecture is shown with the Communications Server (MComm) talking through the interface hardware to the managed equipment. The local MComm (local to site KXYZ in this example) communicates to the local broker module which allows for local control if it were ever isolated from the hub. The local MComm also sends its device data to the Global Server broker module located at the hub in Lincoln. This allows for the Global Server operators to see all the data from KXYZ.

In Figure 9 9 below, the new MaxView Enterprise (7x) Global Server has been installed and an additional communication path has been set up from the KXYZ MComm to the new Broker module. The existing communication paths remain intact and operations will continue as normal for now. At this point, there will be two functioning Global Servers in Lincoln (one MaxView 3x and one MaxView 7x).

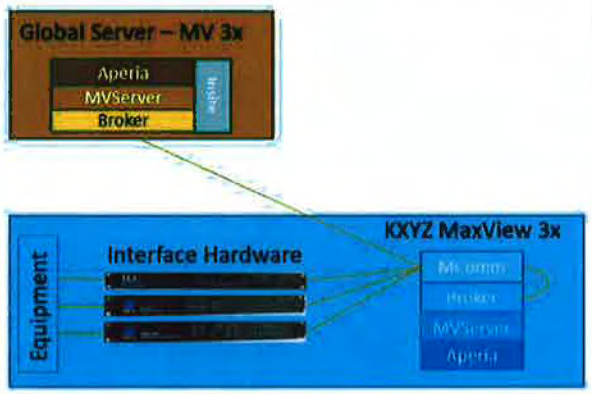

Figure 8 - Sample Remote-Hub Communications

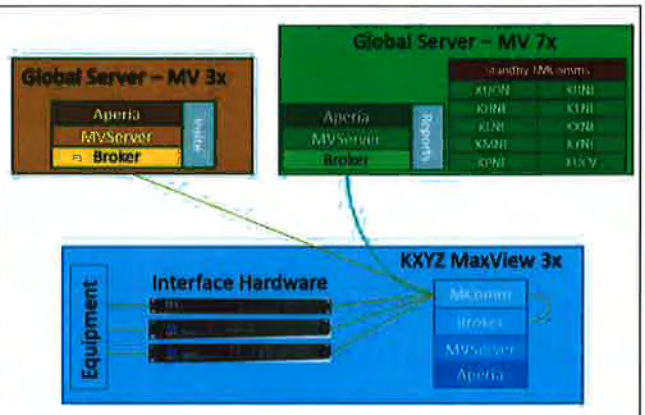

Figure 9 - Proposed Remote-Hub Communications

After the Global Server is installed, DataPath will travel to each of the remote sites to perform their upgrades.

Remote Site Upgrades

The remote site upgrade will consist of installing the NETC-provided computer (DataPath details the specifications in section 3.4.3 below). DataPath engineer will perform a clean

install of MaxView Enterprise (7x) and then apply the upgraded as-built from our lab. The result will be a fully functional MaxView 7x system by simply connecting the new computer to the interface hardware (likely via an Ethernet switch).

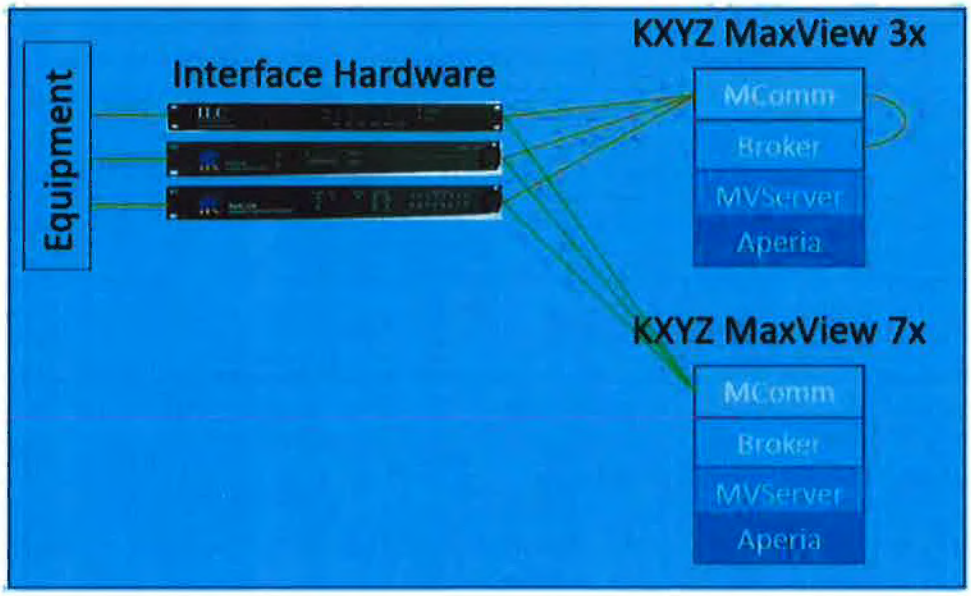

Figure 10 - Remote Site Connectivity with Old and New MaxView Servers

For the purpose of validating device communications, there will be a small window of time where the remote site equipment will not be visible to the old Global Server. However, during this time, equipment can be managed via the new local MaxView or via the new Global Server. At the conclusion of this testing, the engineer will revert communications back to the old, MaxView 3x system. The new MaxView 7x system will be connected but all the services will remain stopped (inactive). This process will be repeated at each of the remote sites.

Satellite and TV & Radio

After all remote site upgrades are completed, the engineer will return to Lincoln to complete the Satellite and TV & Radio systems and verify the communications. A similar approach to the remote sites will be used with a new machine (or possibly VM) will be set up to communicate to this equipment.

The Final Switchover

Once all the individual systems have been verified, then we will perform the final switchover to the new infrastructure. At this point, the MaxView 3x systems will still be in operation and reporting to both the old and new Global Server. The switchover process will primarily be to stop the MaxView services on the old machines and start up the MaxView services on the new machines. This process can be achieved from the hub location by remoting into the remote computers.

This approach creates an extremely small window of time where the actual switch over occurs. This process could be completed in as little as an hour for the entire system, and individually, each site would only be offline for minutes. While no issues are expected

during this final switchover, the fallback plan would be to restore the MaxView services running on the old 3x computer. Since the computers for both old and new are running in parallel, this "Plan B" is safe, simple, and secure. Further troubleshooting would then occur to resolve any observed challenges.

The final architecture would resemble Figure 11 below. Each of the systems has a dedicated MaxView instance that communicates back to the MaxView Global Server.

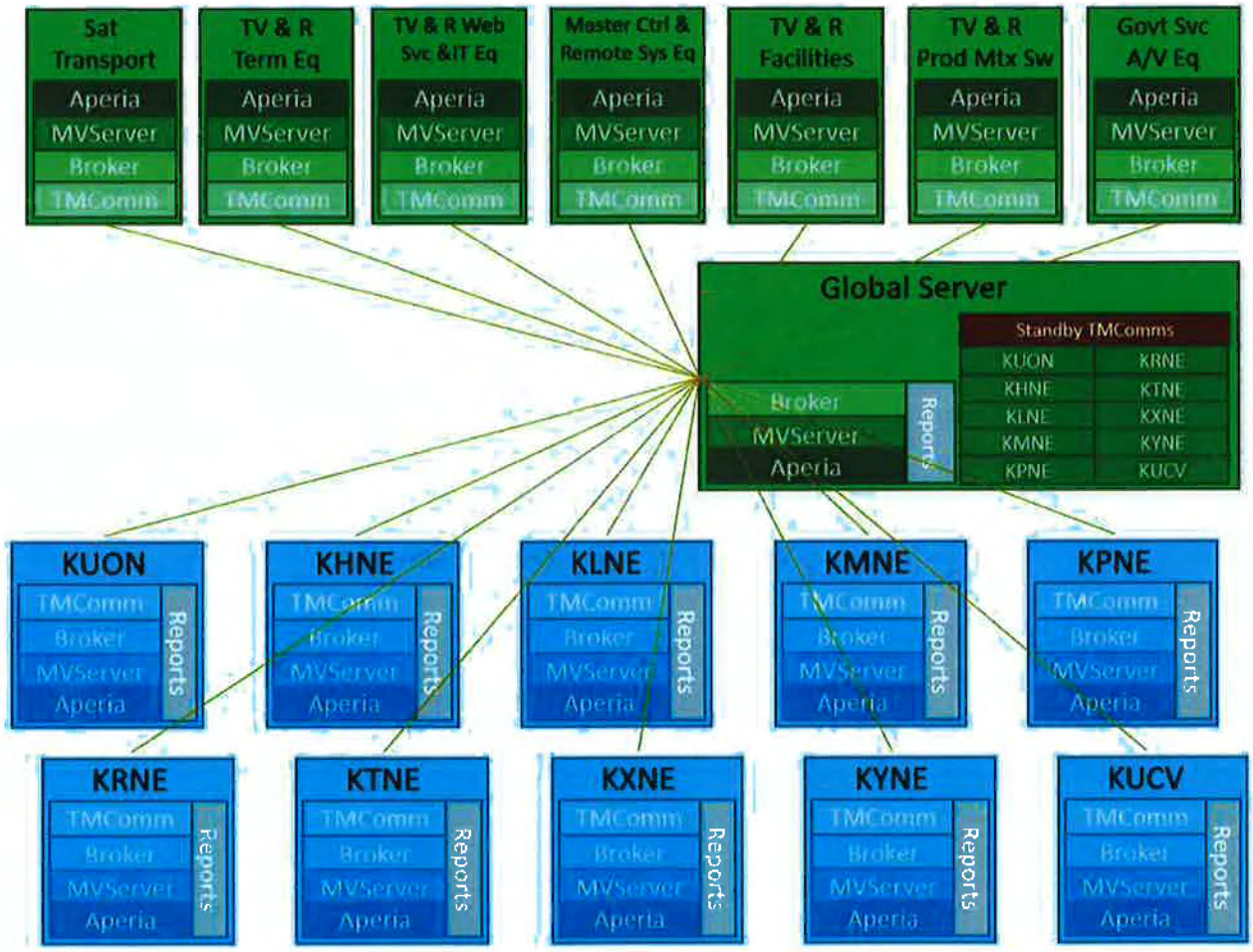

Figure 11 - Final NETC MaxView Enterprise Architecture

Redundancy and Single Points-of-Failure

Each site is capable of operating in a stand-alone mode should it become isolated from the Global Server. The single points of failure that exist for each site includes the interface hardware that connects MaxView to the managed equipment. These are line replaceable units (LRU's) and it is recommended that spares be on hand.

Each site is responsible for the primary communication path to the managed equipment. The local TMComm will interface to the equipment and send optimized messages to the Global Server in a normal operating scenario. However, this architecture alone would

mean that the NMCS computer at the remote sites is also a single point of failure. DataPath has architected a solution using the Global Server to store redundant TMComms for this scenario (see Figure 11– Standby TMComms at the Global Server). Should the remote site computer fail, the corresponding TMComm at the Global Server will be started. It can take over and communicate through the remote sites interface hardware to restore visibility (and control) to the remote site. This approach will increase the bandwidth required between the Global Server and the remote site and is not recommended for long-term operation.

At the hub, MaxView will be operating from within a virtual computing environment. While there are still technically single points-of-failure with this (it is still a computer, or multiple computers), the resiliency is sufficiently high for us to exclude this from our consideration. NETC can use standard VM cloning and disaster recovery tools to very quickly stand up an image of the Global Server should the operational VM ever fail. It is recommended that regular backups also be stored in a geographically diverse location to account for the possibility of a catastrophic site (Lincoln) failure.

MaxView RoadMap

MaxView Enterprise (7x) has been in the commercial space for nearly three years and has numerous patches (for bug fixes and features) each year. Our next planned release (version 7.5) focuses on additional enhancements to the circuit and service management capabilities within the web platform.

Minor point releases typically happen multiple times per year to account for 3rd party software updates (often required for security reasons). We plan feature inclusion into these releases as appropriate. While the specific features of our future roadmap are flexible, there are some general topics that we continually investigate and are currently under development including

- User Management Enhancements
- Alarm Correlation Enhancements
- Bandwidth Management and Planning Tools
- Enhancements to Trend Detection / Analytics
- Web Dashboard Enhancements

Project Change Management

The development approach proposed by DataPath presents minimal risk to the need for change orders. However, in the event that scope change is necessary and will have a material impact on the agreed-upon proposal, a formal change management process will be followed.

The requested scope/deliverable will be clearly defined and captured in documentation. DataPath will define the impact by documenting the labor and/or materiel impacts. Labor rates are clearly defined as part of this submission and will be held consistent within the

change order process. A change proposal will be submitted to the State for review. If accepted, the contract will be amended to include the change and any associated costs.

3.4.3 Technical Considerations (c)

Hardware

As stated during the pre-proposal conference, NETC already has procurement contracts with vendors such as Dell and HP. DataPath does not require any specific brand of computer so NETC is free to procure whatever machine is compatible with the following specifications:

Table 1. MaxView Computing Specifications

Platform	System Configuration	Microsoft OS Specifications	MaxView Minimum Specification	MaxView Recommended Specifications
Windows Desktop	Processor (64-bit)	1 gigahertz (GHz) or faster processor	1.5 gigahertz (GHz) or faster processor	1.8 gigahertz (GHz) or faster processor
	RAM	2GB	8 GB++	16 GB++
	Hard Disk Space	20GB	25 GB+++	No Change+++
	Graphics Card	DirectX 9 or later with WDDM 1.0 driver	No Change	No Change
	Display	800x600	No Change	1024x768 or greater
Windows Server	Processor	1.4 gigahertz (GHz)	1.5 gigahertz (GHz) or faster processor+	2.8 gigahertz (GHz) dual-core or faster+
	RAM	2 GB	8 GB++	16 GB++
	Hard Drive Space	36 GB	40 GB+++	No Change+++
	Graphics Card/Display	Super VGA (1024x768) or higher resolution	No Change	No Change

+ Processor power should be increased for the NETC systems that have higher number of devices.
++ MaxView Reports performance against large databases benefits from increased memory. It is recommended NETC begin with 16GB on the Global Server VM, and additional testing with production load may show a benefit for additional memory.
+++ Hard Disk requirements may be greater for systems that require retention of large historical databases. Systems that use high logging rates will also benefit from solid state hard drives (SSD) over traditional platter hard drives (HDD).

Computer and Cyber Security

MaxView has been designed and proven to run in highly-secure and hardened environments. However, some security restrictions may impact the functionality of MaxView. Every customer environment will vary with security policies, but some items for consideration include:

- Virus / Malware Scanning – This is acceptable on a MaxView system however care should be given to ensure high-access files (i.e. the historical database) are not burdened by On-Access scanning. This has performance implications.
- Firewall – This is acceptable on MaxView networking environments. DataPath publishes a list of ports and protocols that are used within the MaxView system. Appropriate rules will need to be created within the firewall to allow the necessary communication.

Interface Hardware

For the NETC project, DataPath proposes reusing the existing interface wherever possible. For all replacement devices, DataPath recommends using commercially available, off-the-shelf (COTS) hardware.

MaxView Enterprise communicates to the physical equipment through a number of standard and proprietary protocols. These include discrete (contact closure), serial (RS-232, RS-422, RS-485), TCP, SNMP, and others. There are physical connections required to support that communication. DataPath makes use of commercial off-the-shelf (COTS) products to achieve that physical connection.

TCP/IP communication is carried through internet routers and switches. Common examples include Cisco, Brocade, Juniper, Linksys, Netgear and many others.

Serial communication is typically handled through external Serial-to-IP converters. Many modern computers will not have serial ports built into them (and usually not enough to interface to all the managed equipment). Common examples of serial converter modules are Comtrol DeviceMaster, Systech, and ConnectTech Blue Heat.

Discrete (Contact Closure) communication is handled through devices that take serial or Ethernet and converter to analog or digital signals. MaxView has been most commonly used with devices from ICP DAS, Advantech (ADAM), and Moxa.

3.4.4 Detailed Project Work Plan (d)

Phase 1 – The Upgrade

The DataPath proposal allows for a quick upgrade with minimal risk while making use of the NETC investment to date in the MaxView product suite.

The summary schedule has the upgrade phase of effort complete within nine months of project kickoff.

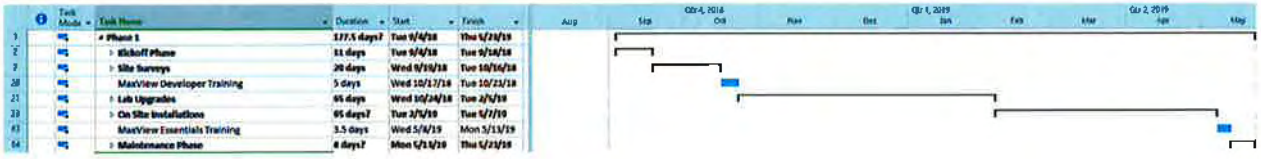

Figure 12 - Summary Project Schedule

A detailed schedule is shown on the following page. It is expected that the site surveys, along with design review conversations with NETC will result in some adjustments to this schedule.

	Task Mode	Task Name	Duration	Start	Finish
1		Phase 1	177.5 days?	Tue 9/4/18	Thu 5/23/19
2		Kickoff Phase	11 days	Tue 9/4/18	Tue 9/18/18
3		Kickoff Meeting	1 day	Tue 9/4/18	Tue 9/4/18
4		Coordinate Site Survey Schedule	5 days	Wed 9/5/18	Tue 9/11/18
5		Preliminary Design Documentation	5 days	Wed 9/12/18	Tue 9/18/18
6		Kickoff Complete	0 days	Tue 9/18/18	Tue 9/18/18
7		Site Surveys	20 days	Wed 9/19/18	Tue 10/16/18
8		KUON-TV	1 day	Wed 9/19/18	Wed 9/19/18
9		KHNE-TV	1 day	Thu 9/20/18	Thu 9/20/18
10		KLNE-TV	1 day	Fri 9/21/18	Fri 9/21/18
11		KMNE-TV	1 day	Mon 9/24/18	Mon 9/24/18
12		KPNE-TV	1 day	Tue 9/25/18	Tue 9/25/18
13		KRNE-TV	1 day	Wed 9/26/18	Wed 9/26/18
14		KTNE-TV	1 day	Thu 9/27/18	Thu 9/27/18
15		KXNE-TV	1 day	Fri 9/28/18	Fri 9/28/18
16		KYNE-TV	1 day	Mon 10/1/18	Mon 10/1/18
17		KUCV-FM	1 day	Tue 10/2/18	Tue 10/2/18
18		NOC (Lincoln - Satellite, TV & Radio)	10 days	Wed 10/3/18	Tue 10/16/18
19		Site Surveys Complete	0 days	Tue 10/16/18	Tue 10/16/18
20		MaxView Developer Training	5 days	Wed 10/17/18	Tue 10/23/18
21		Lab Upgrades	65 days	Wed 10/24/18	Tue 2/5/19
22		Critical Design Documentation	5 days	Wed 10/24/18	Tue 10/30/18
23		Driver Development (As Necessary)	60 days	Wed 10/31/18	Tue 2/5/19
24		VM Image Creation	5 days	Wed 10/31/18	Tue 11/6/18
25		MaxView 3x Installations	4 days	Wed 11/7/18	Tue 11/13/18
26		MV 3x As-Built Loads	4 days	Wed 11/14/18	Mon 11/19/18
27		Patching Upgrade Process	4 days	Tue 11/20/18	Tue 11/27/18
28		Prototype/APC upgrades	20 days	Wed 11/28/18	Thu 1/3/19
29		Image Testing	10 days	Fri 1/4/19	Thu 1/17/19
30		MaxView 7x Load Process Validation	3 days	Fri 1/18/19	Tue 1/22/19
31		MV 7x As-Built Packaging	5 days	Wed 1/23/19	Tue 1/29/19
32		Lab Upgrades Complete	0 days	Tue 2/5/19	Tue 2/5/19

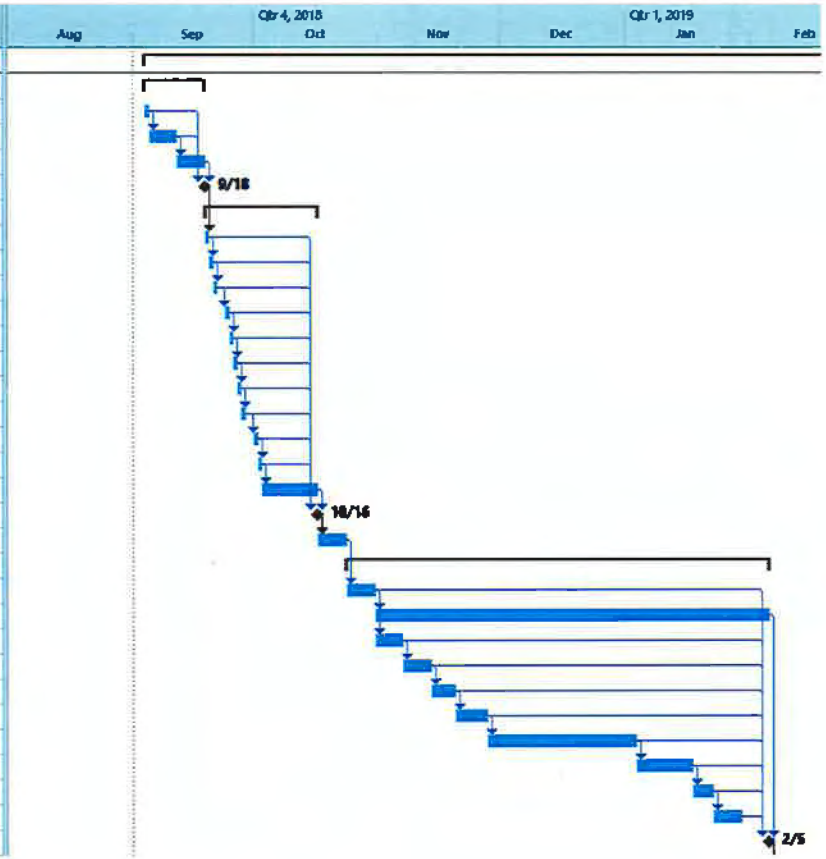

Figure 13 - Detailed Project Schedule - Part 1

	Task Mode	Task Name	Duration	Start	Finish
33		On Site Installations	66 days?	Tue 2/5/19	Tue 5/7/19
34		Global Server Prep	2 days?	Tue 2/5/19	Thu 2/7/19
35		NETC Received all hardware	0 days	Tue 2/5/19	Tue 2/5/19
36		Global Server Installation	1 day?	Wed 2/6/19	Wed 2/6/19
37		Remote Site Mcomm Configuration	1 day?	Thu 2/7/19	Thu 2/7/19
38		Global Server Prep Complete	0 days	Thu 2/7/19	Thu 2/7/19
39		Remote Site Upgrades / Test	44 days	Fri 2/8/19	Wed 4/10/19
40		KUON-TV	3 days	Fri 2/8/19	Tue 2/12/19
41		KHNE-TV	5 days	Wed 2/13/19	Tue 2/19/19
42		KLNE-TV	5 days	Wed 2/20/19	Tue 2/26/19
43		KMNE-TV	5 days	Wed 2/27/19	Tue 3/5/19
44		KPNE-TV	5 days	Wed 3/6/19	Tue 3/12/19
45		KBNE-TV	5 days	Wed 3/13/19	Tue 3/19/19
46		KTNE-TV	5 days	Wed 3/20/19	Tue 3/26/19
47		KGNE-TV	5 days	Wed 3/27/19	Tue 4/2/19
48		KYNE-TV	4 days	Wed 4/3/19	Mon 4/8/19
49		KUCV-FM	2 days	Tue 4/9/19	Wed 4/10/19
50		Remote Site Upgrades Complete	0 days	Wed 4/10/19	Wed 4/10/19
51		NOC Systems Upgrades / Test	19 days?	Thu 4/11/19	Tue 5/7/19
52		Sat Transport	2.5 days	Thu 4/11/19	Mon 4/15/19
53		TV & Radio Facilities	3 days	Mon 4/15/19	Thu 4/18/19
54		TV & Radio Terminal Equipment	2 days	Thu 4/18/19	Mon 4/22/19
55		TV & Radion Production Matrix SW Eq	2.5 days	Mon 4/22/19	Wed 4/24/19
56		TV & Radio Web Service & IT Network Eq	0.5 days	Thu 4/25/19	Thu 4/25/19
57		Govt Services A/V eq	0.5 days	Thu 4/25/19	Thu 4/25/19
58		Master Control Prod Studios & Remote System Eq	4 days	Fri 4/26/19	Wed 5/1/19
59		Global Server Cutover	1 day?	Thu 5/2/19	Thu 5/2/19
60		Global Server Testing	3 days	Fri 5/3/19	Tue 5/7/19
61		NOC Systems Upgrade Complete	0 days	Tue 5/7/19	Tue 5/7/19
62		On Site Installations Complete	0 days	Tue 5/7/19	Tue 5/7/19
63		MacView Essentials Training	3.5 days	Wed 5/8/19	Mon 5/13/19
64		Maintenance Phase	8 days?	Mon 5/13/19	Thu 5/23/19
65		MacView 7x As-Built Archival	1 day?	Mon 5/13/19	Tue 5/14/19
66		Maintenance Plan Kickoff Meeting	1 day?	Tue 5/14/19	Wed 5/15/19
67		Maintenance Portal Account Creation	5 days	Wed 5/15/19	Wed 5/22/19
68		Annual Maintenance Begins	1 day?	Wed 5/22/19	Thu 5/23/19

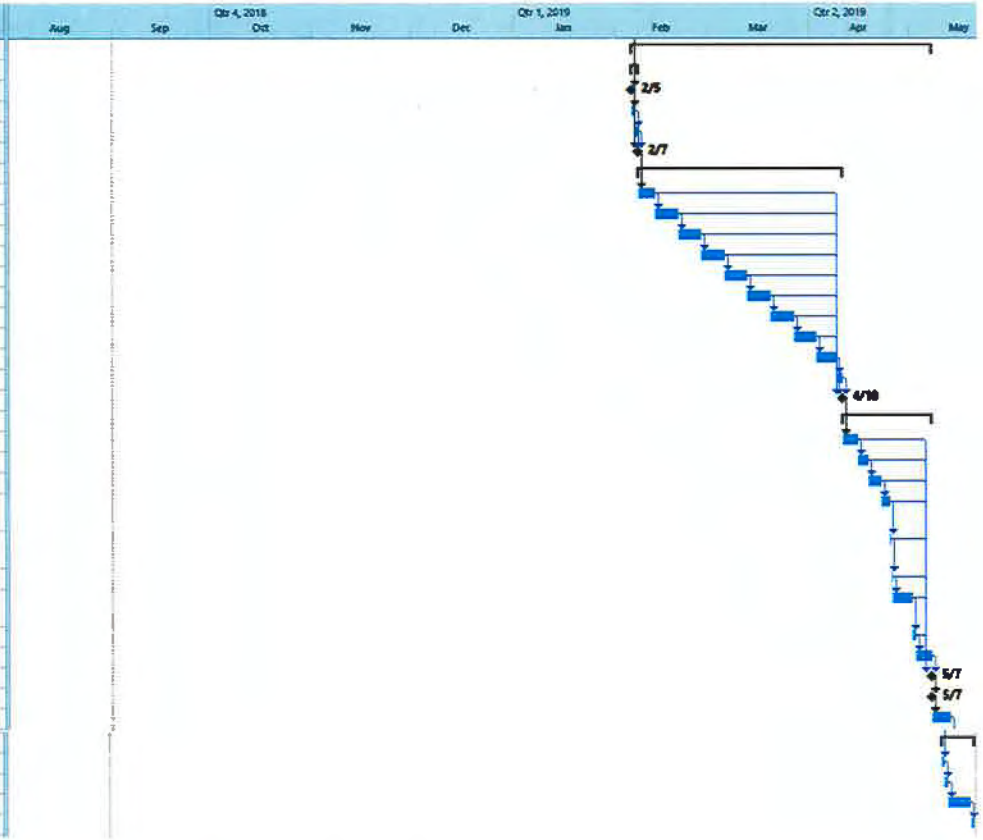

Figure 14 - Detailed Project Schedule - Part 2

As previously discussed in our implementation plan, there are only very small windows of interruption when switching over from the MaxView 3x system to the MaxView 7x system (in terms of minutes to hours). This cutover time can be coordinated to occur in maintenance windows or off-peak times to minimize the risk of broadcast. Additionally, it has been mentioned that due to the parallel setup of this approach, any unanticipated issues can be quickly overcome by simply reconnecting the existing 3x system and restoring normal operations.

3.4.5 Deliverables and Due Dates (e)

Deliverables

DataPath's upgrade proposal includes the following deliverables:

- MaxView Enterprise (7x) 50-device base license + Reports for use at KUON-TV
- MaxView Enterprise (7x) 55-device base license + Reports for use at KHNE-TV
- MaxView Enterprise (7x) 60-device base license + Reports for use at KLNE-TV
- MaxView Enterprise (7x) 55-device base license + Reports for use at KMNE-TV
- MaxView Enterprise (7x) 55-device base license + Reports for use at KPNE-TV
- MaxView Enterprise (7x) 55-device base license + Reports for use at KRNE-TV
- MaxView Enterprise (7x) 55-device base license + Reports for use at KTNE-TV
- MaxView Enterprise (7x) 55-device base license + Reports for use at KXNE-TV
- MaxView Enterprise (7x) 50-device base license + Reports for use at KYNE-TV
- MaxView Enterprise (7x) 15-device base license + Reports for use at KUCV-FM
- MaxView Enterprise (7x) 75-device base license for use for Satellite Transport Equipment
- MaxView Enterprise (7x) 120-device base license for use for TV & Radio Facilities
- MaxView Enterprise (7x) 75-device base license for use for TV & Radio Terminal Equipment
- MaxView Enterprise (7x) 100-device base license for use for TV & Radio Production Matrix Switch Equipment
- MaxView Enterprise (7x) 5-device base license for use for TV & Radio Web Service & IT Network Equipment
- MaxView Enterprise (7x) 15-device base license for use for Government Services A/V Equipment
- MaxView Enterprise (7x) 140-device base license for use for Master Control Production Studios & Remote System Equipment

- MaxView Enterprise (7x) 1000-device Global Server + Reports + Automation UI for use in the Lincoln Hub
- MaxView Training – Developer training (see agenda) for driver development support; Essentials training (see agenda) for administration and operation support
- Upgraded As-Builts for each system
- Drivers – upgraded MaxView 7x drivers (from existing systems)
- Automation – upgrades MaxView 7x triggers, macros, supermacros (from existing systems)
- Hardware – computers and interface hardware are not delivered by DataPath. DataPath will make recommendations for any COTS hardware requested.
- Cabling – Not applicable as existing cables and hardware will be reused.

Due Dates

The detailed project schedule can be seen in Figure 13 and Figure 14 14. A highlight of the milestone dates are as follows (dates are estimates and will shift slightly to accommodate travel and work week calendars):

- Kickoff phase and Preliminary Design Complete – September 18, 2018
- Site Surveys Completed – October 16, 2018
- MaxView Developer Training – October 17 – October 23
- Lab Upgrades (MaxView 3x – 7x) Completed – February 5, 2019
- On Site Installations Completed – May 7, 2019
- MaxView Essential Training – May 8 – May 13, 2019
- Transition to Maintenance Phase – May 23, 2019

Attachment One
RFP # 5820 Z1
Requirements Traceability Matrix
Network Management Control System (NMCS)

Table 2. Attachment One Requirements Traceability Matrix for the Network Management Control System (NMCS)

Req #	Project Requirements	Existing Capabilities	In Development	Customized for NETC
PRM #1	The NMCS bid shall provide the ability to control and monitor the NETC NMCS systems via Virtual Private Network (VPN) using Standard Ethernet Internet Protocols, and a mechanism for backup monitor and control capabilities over dial up telephone when terrestrial IP connectivity is not available The NMCS shall provide monitor and control capabilities whether that be alternate connectivity or a desperate system.	X		
Bidder Response: The MaxView Enterprise software communicates over a variety of underlying communication networks. The communication layer between the device communications server and the device broker (the two modules that typically bridge the link between hub and remote sites) are optimized for efficient bandwidth consumption. The communication is based on TCP/IP but with the optimizations can traverse low bandwidth (e.g. Dial up telephone) connections.				
PRM #2	The NMCS bid shall provide the ability to communicate with remote devices over dial up telephone modems, direct connection and Ethernet IP.	X		
Bidder Response: The existing MaxView 3x system in use by NETC already achieves this. The MaxView Enterprise system also supports this.				
PRM #3	The NMCS bid shall provide the ability for simultaneous control and monitoring from all or multiple workstations, by single and multiple operators connecting to similar or divergent NMCS systems	X		
Bidder Response: MaxView Enterprise includes a built-in authentication engine and can also be integrated to an existing enterprise domain controller (LDAP – e.g. Windows Active Directory) for operator access. There is no enforced limit to the number of operators that can simultaneously access the system. Multiple operators can access equipment from anywhere within the network (provided a network connection is available). For safety reasons, operators are allowed to "lock" devices to prevent remote changes of that equipment (for example, while it is being worked on).				
PRM #4	The NMCS components bid shall provide the ability to be addressable using standard IPV4 addressing and have the ability to be run locally and remotely.	X		
Bidder Response: IPv4 support is an existing capability of MaxView Enterprise. The modules are configured using IPv4 addresses and can be located on a consolidated local machine or can be spread to multiple diverse, remote machines.				
PRM #5	The NMCS bid shall provide the ability of executing simultaneous commands or instructions to multiple remote devices at multiple diverse sites.	X		
Bidder Response: MaxView Enterprise provides multiple capabilities that achieve this requirement. Typically, MaxView Automation, through the Maestro module or through the new (since MaxView 3x) MVServer automation scripting. The automation allows for grouping of multiple commands to be sent. The commands can be sent to multiple devices, located anywhere on the network.				

MaxView Enterprise also contains a configuration management capability. This is another way to define a series of commands (a configuration) and then apply that configuration either on demand or via an automation script.				
PRM #6	The NMCS bid shall provide the ability to execute preprogrammed events at specified times and/or in response to external triggers which may or may not be tied to automation events using synchronized time clock and/or GPI/GPO, serial, or ethernet interfaces.	X		
Bidder Response: MaxView Enterprise can create automation in response to triggers or schedules.				
PRM #7	The NMCS bid should have an open architecture protocol to allow for integration with existing and future third party systems.	X		
Bidder Response: MaxView as APIs as well supports standards such as SOAP and SNMP for interfacing with other applications. MaxView supports SNMP communication using v1, v2c, and v3.				
PRM #8	The NMCS bid shall be capable of generating reports showing all commands issued, alarm and fault status, and system configurations. Reporting mechanism shall be capable of logging and reporting of system, service level, and device specific events.	X		
Bidder Response: MaxView has a powerful reporting package which comes with over 50 predefined reports and allows users to generate their own reports as required. There are already templates for commands issued, faults, analogs, and configuration changes. The MaxView Enterprise reporting engine has been significantly upgraded since the MaxView 3x days and has advanced graphing capabilities and is optimized to run quickly against large data sets.				
PRM #9	The NMCS bid shall have provisions for redundancy, for both hardware and software systems.	X		
Bidder Response: MaxView Enterprise software has architectural considerations to satisfy redundancy requirements. MaxView most often runs inside of a virtual machine environment (with a Windows OS), which has many failover options.				
PRM #10	The NMCS bid shall specify operating system software and versions for all software including third party software. Any server, terminal, workstation, or peripheral software required bur not included shall be specified.	X		
Bidder Response: The current release of MaxView Enterprise is version 7.4. Version 7.5 is anticipated to be released in June. NETC will receive the latest available version of MaxView at the time of delivery. There is a list of 3rd party software included as Appendix 3.				
PRM #11	The NMCS bid should state any special "value added" features such as self-diagnostics, virtualization, accessibility, etc.....	X		X
Bidder Response: During the pre-proposal conference, NETC referred to a "phase 1" that would focus on upgrading the existing system. Our response focuses on that upgrade to the latest version of MaxView Enterprise using the newest Aperia client. We would recommend NETC plan for an eventual upgrade to the MaxView Enterprise Web client which has some features not available in the Aperia client. Some new features available in the Aperia client since the existing MaxView 3x product include: • Centralized Time Server Synchronization (MaxView 5x) • Service/Circuit Management (MaxView 5x) • User-defined alarm severity overrides (MaxView 5x)				

- User Group and Group Permissions (MaxView 5x)
- IPv6 Support (MaxView 5x)
- Export Reports to PDF, Word, Excel, more (MaxView 5x)
- Report Scheduling (MaxView 5x)
- Email support for Reports (MaxView 5x)
- 3rd Party Trouble Ticketing Integration (MaxView 5x)
- Integrated Workflows (MaxView 6x)
- Device Configuration Management (MaxView 6x)
- Terminal Arbitration – Advanced device/system locking (MaxView 6x)
- Security - Encrypted Internal Messaging (MaxView 6x)
- Secured Historical Database (MaxView 6x)
- Secured Ports / administrative web page access (MaxView 6x)
- MVServer Automation – access to circuits, users, and more in automation (MaxView 7x)
- Asset Management API (MaxView 7x)
- Context-Sensitive Help (MaxView 7x)
- Intelligent Filtering in Reports (MaxView 7x)
- SOAP Northbound Interface (MaxView 7x)

Some features would only be available in the Web client including:

- Cross-platform web client support – all major browsers supported (MaxView 7x)
- Multi-lingual support – Dynamic UI Translation (MaxView 7x)
- User Dashboards - user defined at run-time (MaxView 7x)
- Device Quick Views (MaxView 7x)
- Access Anywhere - remote access through supported web portals (MaxView 7x)

PRM #12	The NMCS bid should be capable of interoperability with other systems. These systems should be specified, e.g. automation, machine control, GPI/GPO, matrix routers, tally, etc...	X		
Bidder Response: MaxView is a vendor independent open system with a library of over 1,600 drivers for a wide variety of equipment including GPI, Routers, tally, etc. Among others				
PRM #13	The levels of technical and operational support shall be specified for the NMCS bid.	X		
Bidder Response: Refer to MaxView Software Maintenance Plan outlined in Appendix 02				
PRM #14	The NMCS bid shall have all system single-points-of-failure clearly indicated in the bid response.	X		
Bidder Response: Phase 1 of the proposed solution will consist of upgrading the existing MaxView 3.x software to the Latest MaxView Enterprise 7.x software release. Standard single points of failure will continue to exist which are typically the serial hubs, network hubs, routers, GPIO devices etc. It is recommended that NET has spares for these items. Computers that are located at each of the remote sites are single points of failure for local control. DataPath is proposing a redundant communications server for each site be located with the Global Server. Additionally, the Global Server is targeted to be installed in a VM environment. NETC can save images of the Global Server and maintain those as cold standby servers without any additional licensing cost.				

PRM #15	A clearly defined list of proprietary and off-the-shelf technology for the NMCS bid shall be submitted for all hardware and software.	X		
Bidder Response: While the existing MaxView 3x system makes heavy use of proprietary interface hardware, DataPath advocates using commercially available hardware where necessary. All hardware and software provided is off-the-shelf technology				
PRM #16	The NMCS bid shall have provisions for secure access, and customizable rights and permissions for all users of the system and be capable of supporting single sign-on through authentication.	X		
Bidder Response: MaxView Enterprise allows for users to access all parts of the operational environment through a single set of credentials. This can be done through the proprietary MaxView authentication engine or a customer provided domain controller (LDAP – MaxView Active Directory). We have assumed that an LDAP server will be used and there is no additional license cost associated with this. It is just a configuration option within MaxView. The MaxView Reports engine has a standalone authentication engine. This is intentionally done so that a different set of users can access reports without being granted any access to the control system.				
PRM #17	The NMCS bid shall be scalable, capable of being upgraded and expanded due to improvements and/or enhancements to the infrastructure of the NETC system and/or systems capabilities	X		
Bidder Response: MaxView provides a very flexible architecture that is readily expanded to thousands of devices				
PRM #18	The NMCS bid shall be capable of executing automated workflows related to equipment failovers, conditional variables, and backup solutions.	X		
Bidder Response: In addition to automating workflows using our scripting and automation tools, MaxView can also present workflow displays to operators for performing common system tasks, or for recovering from certain conditions.				
PRM #19	The NMCS bid shall be capable of issuing alarms relative to equipment and environment status viewable by all users and have the capabilities for multiple alarm monitoring and masking options. Alarms must be able to be propagated to the top most level.	X		
Bidder Response: The alarming capabilities discussed are standard features of MaxView Enterprise. The masking and ack'ing features are consistent with their MaxView 3x concepts.				
PRM #20	The NMCS bid shall be capable of monitoring and controlling external or internal tally systems viewable within the system and on connected multiviewers, including the support for under monitor displays (UMD).	X		

Bidder Response: MaxView device drivers can be developed to communicate to the UMDs (typically a serial driver). This makes them available for inclusion in automation, management and reporting.				
PRM #21	The NMCS bid shall be capable and compatible with common network security protocols to protect connections to the system that involve multiple VLANs in accordance with NETC Information Security Policies, Standards and Procedures.	X		
Bidder Response: The MaxView Ecosystem is extremely secure and continues to be deployed on large US DoD networks on a regular basis.				
PRM #22	The NMCS bid shall be capable of monitoring by exception with industry and user defined parameters, and user-defined graphic views/dashboards and pop-up alerts.	X		
Bidder Response: The MaxView UI is highly customizable and is designed to help operators manage by exception. Anomalies in the system (alarms, threshold exceptions) will result in audible and visual responses to alert operators and quickly identify the issue.				
PRM #23	The NMCS bid shall have the capability to filter and notify multiple users or groups via email and SMS or MMS messaging of any alarm conditions at any of the locations. The ability to activate external audio and or visual alarms via GPI or other protocol should also be part of the system.	X		
Bidder Response: MaxView Enterprise continues to support the audible or visual alarms via GPI (as in the 3x system). Email, SMS or MMS can also be supported through MaxView automation given an SMTP (email) server is available. Our response does not provide an SMTP server but MaxView can be integrated to an existing one. Both SMS and MMS messaging are achieved through the SMTP gateway of each mobile carrier, so no additional hardware is necessary.				
PRM #24	All device drivers that are not fully pointed drivers, allowing for all parameters as designed by the manufacturer, shall be indicated.	X		
Bidder Response: MaxView Enterprise is fully compatible with MaxView 3x and DataPath will re-use the drivers already installed at NET. Any new drivers provided by DataPath will be fully pointed.				
PRM #25	The NMCS bid shall have the ability to create custom panels, layouts and views made up from any and all elements within the system.	X		
Bidder Response: Standard feature of MaxView Enterprise				
PRM #26	All cabling shall conform to NETC cable specifications* and industry standard best practices. (See Exhibit A)	X		

Bidder Response: DataPath is proposing an upgrade to the existing MaxView System to MaxView 7.x and will re-use existing cables and hardware already installed at NET or install the new version on newer servers provided by NET and re-use existing cabling and wiring as the initial phase.				
PRM #27	The NMCS bid shall provide detailed approaches addressing cyber security concerns including but not limited to architecture design, prevention, detection and response, and security audit.	X		
Bidder Response: The MaxView Enterprise software has been installed in many mission critical government DoD applications and been analyzed against using the NIST Risk Management Framework (RMF). This provides detailed guidance through Security Technical Implementation Guides (STIGs). Compliance with these guides is an ongoing exercise and the MaxView product is constantly being enhanced to maintain (or further strengthen) our security posture. MaxView has successfully been part of numerous DoD systems that have achieved the Authorization to Operate (ATO) certification. DataPath has taken numerous steps to secure MaxView at the application level including closing or securing all diagnostic ports, securing historical databases (data at rest), encrypting all intra-module messaging (data in transit), and enforcing user permissions throughout the system. As an available option, DataPath offers a managed cyber-security service run out of our Duluth offices where we provide 24x7x365 monitoring of our customers networks for any signs of internal or external cyber threats and can then alert the customer in the event of detection to minimize any damage that could potentially occur. We also perform vulnerability scans and penetration testing for these customers. This service is offered as a monthly subscription but is considered outside the scope of the NMCS network effort.				
PRM #28	The NMCS bid should be capable to recall system settings such as equipment setup, signal routes, router mnemonics and UMD settings for quick and easy deployments of applicable systems and/or equipment.	X		
Bidder Response: MaxView Enterprise provides a configuration management capability. Equipment configurations can be created (saved) and applied through the UI or through automation.				
BRM #	Business Requirements	Existing Capabilities	In Development	Customized for NETC
BRM #1	The NMCS bid shall specify any and all equipment required but not included in the RFP response. Projected cost for specified hardware, software, licenses, drivers, and any other equipment needed for the NMCS shall be specified in detail.	X		
Bidder Response: DataPath is proposing as Phase 1 a complete upgrade to the MaxView 3.x system currently installed to the new MaxView Enterprise 7.x with the new Aperia GUI as outlined in PRM #11 response.				
BRM #2	The NMCS bid shall have provisions for future expandability. Projected cost for system expandability concerning hardware, software, licenses, device drivers, and any other equipment needed for expansion shall be specified in detail including required steps.	X		
Bidder Response: DataPath has provided recommended hardware required for system expansion depending upon the device interface that is required this may include serial port hubs, network hubs or GPI hardware. This can be sourced by NET either directly or DataPath can provide them at the time of expansion. Pricing for new drivers based upon the driver category is provided in the pricing proposal response. Drivers that currently exist in our library are provided at no cost with the quoted maintenance plan.				

Additional MaxView software license pricing is also provided for new MaxView instances which are required to interface with the new equipment.				
BRM #3	The NMCS bid shall have provisions for a tiered support contract. Technical support shall be in the form of documentation, on-line, telephone, and/or in person on-site. Levels of support shall be specified in detail including limitations and liabilities.	X		
Bidder Response: Refer to the MaxView Software Maintenance Plan Descriptions provided in Appendix 2. Currently we are quoting the Silver Level Software Maintenance however both the Gold and Platinum Levels are outlined in the Appendix 2.				
BRM #4	The NMCS bid shall have provisions for system training at all levels. Training options shall include price per person, including all associated expenses for factory and/or on-site training. Training options should remain in effect during the entire time that the NMCS is under a support contract.	X		
Bidder Response: Available Courses are outlined in Appendix 4				
BRM #5	The NMCS bid shall have provisions for warranty coverage of all hardware supplied with the system including third party hardware, with provisions for extending warranty coverage.	X		
Bidder Response: No Hardware is provided with this proposal				
BRM #6	All items requested in this RFP shall be supplied by a single vendor or reseller. It is up to the bidder to make sure that all items integrate into a complete NMCS.	X		
Bidder Response: DataPath is the sole vendor on this proposal.				
BRM #7	The bidder awarded the NMCS shall coordinate and work with the NETC NMCS Project Manager to establish a workable timeline for planning, installation, implementation, integration, configuration, and testing of the system or systems in all sections of this RFP prior to deployment.	X		
Bidder Response: DataPath will assign a Program Manager as the POC for this effort to coordinate with the NETC NMCS Project Manager.				
BRM #8	NET intends to replace the existing NMCS with the NMCS bid and further extend the NMCS bid to other listed technical functional areas. The NMCS bid shall monitor and control all devices listed in this RFP, and support technology advancement and industry standards change.	X		
Bidder Response: Acknowledged. DataPath intends to control all equipment listed and has heavily invested in the MaxView Enterprise product to support ongoing advancement. We look forward to establishing a partnership with NETC that allows for the extension and optimization of the product for many years to come.				

BRM #9	The NMCS bid shall be integrated with NETC's Network Nebraska's terrestrial delivery network, University of Nebraska-Lincoln regional networks, NETC's virtual systems and multiple LAN environments in accordance with NETC Information Security Policies, Standards and Procedures.	X		
Bidder Response: Acknowledged				
BRM #10	The NMCS bid shall have high availability, be able to automatically reconnect all devices, retain latest captured status and regain control functions after power and /or network outages.	X		
Bidder Response: Some of high availability capabilities will be dependent on the NETC VM setup and operational procedures. The MaxView software is capable of supporting these architectures and can quickly restore communications with equipment.				
BRM #11	The NMCS bid shall be media and hardware agnostic.	X		
Bidder Response: MaxView supports most commercial equipment and has gone away from proprietary hardware solutions. All proposed physical equipment is COTS hardware and can be procured by NETC for additional cost savings.				
TRM #	TECHNICAL REQUIREMENTS	Existing Capabilities	In Development	Customized for NETC
TRM #1.1.0	The NMCS specified shall provide the ability to control and monitor the NETC Television and Radio Broadcast Transmission Sites (Exhibit B). The NMCS should be able to control and monitor all existing and future equipment for the NETC Television and Radio Broadcast Transmission Sites (Exhibit C).	X		
Bidder Response: DataPath will make use of all existing MaxView 3x drivers as they are compatible with the MaxView Enterprise system. This will offer NETC substantial cost savings. For new equipment/system interfaces, DataPath is offering NETC a published driver development rate. To further help control future costs, DataPath is offering training to allow NETC to develop their own drivers and UI.				
TRM #1.1.1	The NMCS bid should be able to control and monitor all existing and future equipment for the NETC Television and Radio Broadcast Transmission Site KUON - Mead (Exhibit D).	X		
Bidder Response: DataPath will make use of all existing MaxView 3x drivers as they are compatible with the MaxView Enterprise system. This will offer NETC substantial cost savings. For new equipment/system interfaces, DataPath is offering NETC a published driver development rate. To further help control future costs, DataPath is offering training to allow NETC to develop their own drivers and UI.				
TRM #1.1.2	The NMCS bid should be able to control and monitor all existing and future equipment for the NETC Television and Radio Broadcast Transmission Site KHNE - Giltner (Exhibit E).	X		
Bidder Response: DataPath will make use of all existing MaxView 3x drivers as they are compatible with the MaxView Enterprise system. This will offer NETC substantial cost savings. For new equipment/system interfaces, DataPath is offering NETC a published driver development rate. To further help control future costs, DataPath is offering training to allow NETC to develop their own drivers and UI.				
TRM #1.1.3	The NMCS bid should be able to control and monitor all existing and future equipment for the NETC Television and Radio Broadcast Transmission Site KLNE - Atlanta (Exhibit F).	X		

Bidder Response: DataPath will make use of all existing MaxView 3x drivers as they are compatible with the MaxView Enterprise system. This will offer NETC substantial cost savings. For new equipment/system interfaces, DataPath is offering NETC a published driver development rate. To further help control future costs, DataPath is offering training to allow NETC to develop their own drivers and UI.				
TRM #1.1.4	The NMCS bid should be able to control and monitor all existing and future equipment for the NETC Television and Radio Broadcast Transmission Site KMNE - Bassett (Exhibit G)	X		
Bidder Response: DataPath will make use of all existing MaxView 3x drivers as they are compatible with the MaxView Enterprise system. This will offer NETC substantial cost savings. For new equipment/system interfaces, DataPath is offering NETC a published driver development rate. To further help control future costs, DataPath is offering training to allow NETC to develop their own drivers and UI.				
TRM #1.1.5	The NMCS bid should be able to control and monitor all existing and future equipment for the NETC Television and Radio Broadcast Transmission Site KPNE - Sutherland (Exhibit H).	X		
Bidder Response: DataPath will make use of all existing MaxView 3x drivers as they are compatible with the MaxView Enterprise system. This will offer NETC substantial cost savings. For new equipment/system interfaces, DataPath is offering NETC a published driver development rate. To further help control future costs, DataPath is offering training to allow NETC to develop their own drivers and UI.				
TRM #1.1.6	The NMCS bid should be able to control and monitor all existing and future equipment for the NETC Television and Radio Broadcast Transmission Site KRNE - Merriman (Exhibit J).	X		
Bidder Response: DataPath will make use of all existing MaxView 3x drivers as they are compatible with the MaxView Enterprise system. This will offer NETC substantial cost savings. For new equipment/system interfaces, DataPath is offering NETC a published driver development rate. To further help control future costs, DataPath is offering training to allow NETC to develop their own drivers and UI.				
TRM #1.1.7	The NMCS bid should be able to control and monitor all existing and future equipment for the NETC Television and Radio Broadcast Transmission Site KTNE - Angora (Exhibit K).	X		
Bidder Response: DataPath will make use of all existing MaxView 3x drivers as they are compatible with the MaxView Enterprise system. This will offer NETC substantial cost savings. For new equipment/system interfaces, DataPath is offering NETC a published driver development rate. To further help control future costs, DataPath is offering training to allow NETC to develop their own drivers and UI.				
TRM #1.1.8	The NMCS bid should be able to control and monitor all existing and future equipment for the NETC Television and Radio Broadcast Transmission Site KXNE - Carol (Exhibit L).	X		
Bidder Response: DataPath will make use of all existing MaxView 3x drivers as they are compatible with the MaxView Enterprise system. This will offer NETC substantial cost savings. For new equipment/system interfaces, DataPath is offering NETC a published driver development rate. To further help control future costs, DataPath is offering training to allow NETC to develop their own drivers and UI.				
TRM #1.1.9	The NMCS bid should be able to control and monitor all existing and future equipment for the NETC Television and Radio Broadcast Transmission Site KYNE - Omaha (Exhibit M).	X		

Bidder Response: DataPath will make use of all existing MaxView 3x drivers as they are compatible with the MaxView Enterprise system. This will offer NETC substantial cost savings. For new equipment/system interfaces, DataPath is offering NETC a published driver development rate. To further help control future costs, DataPath is offering training to allow NETC to develop their own drivers and UI.				
TRM #1.1.10	The NMCS bid should be able to control and monitor all existing and future equipment for the NETC Television and Radio Broadcast Transmission Site KUCV - Hallam (Exhibit N).	X		
Bidder Response: DataPath will make use of all existing MaxView 3x drivers as they are compatible with the MaxView Enterprise system. This will offer NETC substantial cost savings. For new equipment/system interfaces, DataPath is offering NETC a published driver development rate. To further help control future costs, DataPath is offering training to allow NETC to develop their own drivers and UI.				
TRM #1.2.0	The NMCS bid shall have the ability to communicate with transmission equipment via serial RS232, RS422, and RS485 protocol. Bidder should specify exactly how serial Communications will be established, administered, maintained, and operated.	X		
Bidder Response: MaxView has communicated with a wide array of equipment using serial protocols and has an extensive library of existing serial drivers for a variety of equipment. The MaxView software can make use of any of the COTS serial expansion cards or hubs that are available from manufacturers such as Digiboard, Comtrol, or B&B Electronics etc. Serial device drivers in MaxView are developed using the MaxView Driver Development Scripting Tools and once developed serial devices can be added to the MaxView database via the Administration tools.				
TRM #1.3.0	The NMCS bid shall have the ability to communicate with transmission equipment via IP, TCP, UDP, HTTP, SNMP, FTP, Telnet and Networked Media Open Specifications protocols. Bidder should specify exactly how Ethernet communications will be established, administered, maintained, and operated.	X		
Bidder Response: MaxView has communicated with a wide array of equipment via the Ethernet network using both standards based (SNMP, SOAP etc.) and proprietary protocols and has an extensive library of drivers for a variety of network managed equipment. SNMP and IP device drivers in MaxView are developed using the MaxView SNMP and Driver Development Scripting Tools and once developed devices can be added to the MaxView database via the Administration tools.				
TRM #1.4.0	The NMCS bid shall have the ability to communicate with transmission equipment GPI and GPO interfaces. Bidder should specify exactly how parallel discrete GPI and GPO communications will be established, administered, maintained, and operated. The proposed system shall be able to support single and multiple bit drivers for alarm, status, and command functions as provided by discrete connections.	X		
Bidder Response: MaxView can interface with GPIO devices using any of the third party GPIO devices like what is available from Koyo, Automation Direct etc. A driver between the GPIO device and MaxView (either serial or Ethernet) allows the DIO points to be managed by MaxView. MaxView allows these contacts to be tied to actual values (i.e. 1=on and 0=off) and displayed on the MaxView GUI. The driver can allow for single and multiple bits.				
TRM #1.5.0	The NMCS bid shall have the ability to display analog measurements from direct connection to transmission equipment providing analog contacts. Bidder should specify exactly how analog measurements will be established, administered, maintained, and operated. The proposed system should be able to support drivers for analog measurements of percentage, amps,	X		

	milliamps, micro amps, degrees-Fahrenheit, volts, kilovolts, psi, ratio, threshold, and watts as provided by discrete analog connections.			
Bidder Response: MaxView can interface with Analog (AIO) measurements using any of the third party GPIO devices equipped with analog modules like what is available from Koyo, Automation Direct etc. A driver between the GPIO device and MaxView (either serial or Ethernet) allows the AIO points to be managed by MaxView. MaxView allows these contacts to be tied to actual values (i.e. 4-20 mA analog input might correspond to a 0-100-degree temperature) and displayed on the MaxView GUI.				
TRM #1.6.0	The NMCS bid shall be able to communicate with the Harris Platinum ATSC high power television transmitter via SNMP and HTTP protocols, providing direct monitor and control via SNMP, and access to the integrated browser interface via http.	X		X
Bidder Response: DataPath's proposal is for the upgrade to the existing MaxView system and assumes the driver is developed and the device is accessible currently from MaxView as the first Phase. If the driver does not exist, or points need to be added to the driver, NET will be able to do that with the training provided by DataPath.				
TRM #1.7.0	The NMCS bid shall be able to communicate with the Harris Sigma CD ATSC high power television transmitter via discrete parallel connections, providing direct monitor and control via GPI, GPO, and analog interfaces.	X		X
Bidder Response: DataPath's proposal is for the upgrade to the existing MaxView system and assumes the driver is developed and the device is accessible currently from MaxView as the first Phase. If the driver does not exist, or points need to be added to the driver, NET will be able to do that with the training provided by DataPath.				
TRM #1.8.0	The NMCS bid shall be able to communicate with the Thales DCX Millennium ATSC high power television transmitter via multiple serial connections, providing direct monitor and control.	X		X
Bidder Response: DataPath's proposal is for the upgrade to the existing MaxView system and assumes the driver is developed and the device is accessible currently from MaxView as the first Phase. If the driver does not exist, or points need to be added to the driver, NET will be able to do that with the training provided by DataPath.				
TRM #1.8.1	The NMCS bid shall be able to communicate with the Thales ADAPT DTV Exciter via RS232 serial connections, providing direct monitor and control.	X		X
Bidder Response: DataPath's proposal is for the upgrade to the existing MaxView system and assumes the driver is developed and the device is accessible currently from MaxView as the first Phase. If the driver does not exist, or points need to be added to the driver, NET will be able to do that with the training provided by DataPath.				
TRM #1.8.2	The NMCS bid shall be able to communicate with the Comark Exact-ATSC Exciter via ethernet connections, providing direct SNMP monitor and control.	X		X
Bidder Response: DataPath's proposal is for the upgrade to the existing MaxView system and assumes the driver is developed and the device is accessible currently from MaxView as the first Phase. If the driver does not exist, or points need to be added to the driver, NET will be able to do that with the training provided by DataPath.				
TRM #1.9.0	The NMCS bid shall be able to communicate with the GatesAir Maxiva ATSC high power television transmitter via SNMP and HTTP protocols, providing direct monitor and control via SNMP, and access to the integrated browser interface via http.	X		X
Bidder Response: DataPath's proposal is for the upgrade to the existing MaxView system and assumes the driver is developed and the device is accessible currently from MaxView as the first Phase. If the driver does not exist, or points need to be added to the driver, NET will be able to do that with the training provided by DataPath.				

TRM #1.10.0	The NMCS bid shall be able to communicate with the Nautel NV5, NV20, and NC30 high power FM radio transmitter via SNMP and HTTP protocols, providing direct monitor and control via SNMP, and access to the integrated browser interface via http.	X		X
Bidder Response: DataPath's proposal is for the upgrade to the existing MaxView system and assumes the driver is developed and the device is accessible currently from MaxView as the first Phase. If the driver does not exist, or points need to be added to the driver, NET will be able to do that with the training provided by DataPath.				
TRM #1.11.0	The NMCS bid should be able to communicate with the Belar FMHD-1, FM modulation monitor via SNMP and HTTP protocols, providing direct monitor and control via SNMP, and access to the integrated browser interface via http	X		X
Bidder Response: DataPath's proposal is for the upgrade to the existing MaxView system and assumes the driver is developed and the device is accessible currently from MaxView as the first Phase. If the driver does not exist, or points need to be added to the driver, NET will be able to do that with the training provided by DataPath.				
TRM #1.12.0	The NMCS bid should be able to communicate with the K-Tech DVM-150E DTV Demodulator/Decoder via SNMP and proprietary ethernet, providing direct monitor and control via SNMP and the Ktech proprietary GUI.	X		X
Bidder Response: DataPath's proposal is for the upgrade to the existing MaxView system and assumes the driver is developed and the device is accessible currently from MaxView as the first Phase. If the driver does not exist, or points need to be added to the driver, NET will be able to do that with the training provided by DataPath.				
TRM #1.13.0	The NMCS bid should be able to communicate with the K-Tech DCC-150E 8VSB DTV digital processor via SNMP and proprietary ethernet, providing direct monitor and control via SNMP and the Ktech proprietary GUI. MaxView supports SNMP communication using v1, v2c, and v3.	X		X
Bidder Response: DataPath's proposal is for the upgrade to the existing MaxView system and assumes the driver is developed and the device is accessible currently from MaxView as the first Phase. If the driver does not exist, or points need to be added to the driver, NET will be able to do that with the training provided by DataPath.				
TRM #1.14.0	The NMCS bid should be able to communicate with the K-Tech FRQ-200 ASI-to-310 converter via SNMP and proprietary ethernet, providing direct monitor and control via SNMP and the Ktech proprietary GUI.	X		X
Bidder Response: DataPath's proposal is for the upgrade to the existing MaxView system and assumes the driver is developed and the device is accessible currently from MaxView as the first Phase. If the driver does not exist, or points need to be added to the driver, NET will be able to do that with the training provided by DataPath.				
TRM #1.15.0	The NMCS bid should be able to communicate with the Evertz 7880IP ASI-to-IP converter via SNMP and proprietary Evertz VistaLink ethernet, providing direct monitor and control via SNMP and the Evertz VistaLink proprietary GUI.	X		X
Bidder Response: DataPath's proposal is for the upgrade to the existing MaxView system and assumes the driver is developed and the device is accessible currently from MaxView as the first Phase. If the driver does not exist, or points need to be added to the driver, NET will be able to do that with the training provided by DataPath.				
TRM #1.16.0	The NMCS bid shall be able to communicate with the Motorola DSR4410 Integrated Receiver Decoder via SNMP, providing direct monitor and control.	X		X

Bidder Response: DataPath's proposal is for the upgrade to the existing MaxView system and assumes the driver is developed and the device is accessible currently from MaxView as the first Phase. If the driver does not exist, or points need to be added to the driver, NET will be able to do that with the training provided by DataPath.				
TRM #1.17.0	The NMCS bid shall be able to communicate with the Sencore 3187A Modular Receiver Decoder via SNMP and HTTP protocols, providing direct monitor and control via SNMP, and access to the integrated browser interface via http.	X		X
Bidder Response: DataPath's proposal is for the upgrade to the existing MaxView system and assumes the driver is developed and the device is accessible currently from MaxView as the first Phase. If the driver does not exist, or points need to be added to the driver, NET will be able to do that with the training provided by DataPath.				
TRM #1.18.0	The NMCS bid shall be able to communicate with the Sencore 3187B Modular Receiver Decoder via SNMP and HTTP protocols, providing direct monitor and control via SNMP, and access to the integrated browser interface via http.	X		X
Bidder Response: DataPath's proposal is for the upgrade to the existing MaxView system and assumes the driver is developed and the device is accessible currently from MaxView as the first Phase. If the driver does not exist, or points need to be added to the driver, NET will be able to do that with the training provided by DataPath.				
TRM #1.19.0	The NMCS bid shall be able to communicate with the Sencore MRD4400 Modular Receiver Decoder via SNMP and HTTP protocols, providing direct monitor and control via SNMP, and access to the integrated browser interface via http.	X		X
Bidder Response: DataPath's proposal is for the upgrade to the existing MaxView system and assumes the driver is developed and the device is accessible currently from MaxView as the first Phase. If the driver does not exist, or points need to be added to the driver, NET will be able to do that with the training provided by DataPath.				
TRM #1.20.0	The NMCS bid shall be able to communicate with the Evertz X9504 digital baseband routing switcher via GVG TenXL RS232 and RS422 serial protocols, providing direct monitor and control.	X		X
Bidder Response: DataPath's proposal is for the upgrade to the existing MaxView system and assumes the driver is developed and the device is accessible currently from MaxView as the first Phase. If the driver does not exist, or points need to be added to the driver, NET will be able to do that with the training provided by DataPath.				
TRM #1.21.0	The NMCS bid shall be able to communicate with the Videotek RS12A analog audio/video baseband routing switcher via GVG Performer ASCII RS232 and RS422 serial protocol, providing direct monitor and control.	X		X
Bidder Response: DataPath's proposal is for the upgrade to the existing MaxView system and assumes the driver is developed and the device is accessible currently from MaxView as the first Phase. If the driver does not exist, or points need to be added to the driver, NET will be able to do that with the training provided by DataPath.				
TRM #1.22.0	The NMCS bid shall be able to communicate with the Videotek RS-12 MPEG digital baseband routing switcher via GVG Performer ASCII RS232 and RS422 serial protocols, providing direct monitor and control.	X		X
Bidder Response: DataPath's proposal is for the upgrade to the existing MaxView system and assumes the driver is developed and the device is accessible currently from MaxView as the first Phase. If the driver does not exist, or points need to be added to the driver, NET will be able to do that with the training provided by DataPath.				
TRM #1.23.0	The NMCS bid should be able to communicate with the Sage Digital Endec EAS Encoder/Decoder Model 3644 via 10/100 Base-T LAN protocol, providing direct monitor and control and access to the integrated browser interface via http.	X		X
Bidder Response: DataPath's proposal is for the upgrade to the existing MaxView system and assumes the driver is developed and the device is accessible currently from MaxView as the first Phase. If the driver does not exist, or points need to be added to the driver, NET will be able to do that with the training provided by DataPath.				

TRM #1.24.0	The NMCS bid shall be able to communicate with the Best Power Axxium 2000 UPS's via SNMP and HTTP protocol, providing direct monitor and control via SNMP, and access to the integrated browser interface via http.	X		X
Bidder Response: DataPath's proposal is for the upgrade to the existing MaxView system and assumes the driver is developed and the device is accessible currently from MaxView as the first Phase. If the driver does not exist, or points need to be added to the driver, NET will be able to do that with the training provided by DataPath.				
TRM #1.25.0	The NMCS bid shall be able to communicate with the APC 2000 UPS's via SNMP and HTTP protocol, providing direct monitor and control via SNMP, and access to the integrated browser interface via http.	X		X
Bidder Response: DataPath's proposal is for the upgrade to the existing MaxView system and assumes the driver is developed and the device is accessible currently from MaxView as the first Phase. If the driver does not exist, or points need to be added to the driver, NET will be able to do that with the training provided by DataPath.				
TRM #1.26.0	The NMCS bid should be able to communicate with the Xytronix Research & Design Control by Web X310 and X332 products via SNMP and HTTL protocol, providing direct monitor and control via SNMP, and access to the integrated browser interface via http.	X		X
Bidder Response: DataPath's proposal is for the upgrade to the existing MaxView system and assumes the driver is developed and the device is accessible currently from MaxView as the first Phase. If the driver does not exist, or points need to be added to the driver, NET will be able to do that with the training provided by DataPath.				
TRM #1.27.0	The NMCS bid should be able to communicate with the EECI (Electronic Energy Control, Inc.) ADC-16 analog to digital converter via serial protocol, providing direct monitor and control	X		X
Bidder Response: DataPath's proposal is for the upgrade to the existing MaxView system and assumes the driver is developed and the device is accessible currently from MaxView as the first Phase. If the driver does not exist, or points need to be added to the driver, NET will be able to do that with the training provided by DataPath.				
TRM #1.28.0	The NMCS bid should be able to communicate with the HVAC systems in place at the remote transmission sites, providing monitoring and limited control where applicable	X		X
Bidder Response: DataPath's proposal is for the upgrade to the existing MaxView system and assumes the driver is developed and the device is accessible currently from MaxView as the first Phase. If the driver does not exist, or points need to be added to the driver, NET will be able to do that with the training provided by DataPath.				
TRM #1.29.0	The NMCS bid should be able to communicate with the electrical generator systems in place at the remote transmission sites, providing direct monitoring	X		X
Bidder Response: DataPath's proposal is for the upgrade to the existing MaxView system and assumes the driver is developed and the device is accessible currently from MaxView as the first Phase. If the driver does not exist, or points need to be added to the driver, NET will be able to do that with the training provided by DataPath.				
TRM #30.0	The NMCS bid should be able to communicate with the tower lighting systems in place at the remote transmission sites, providing direct monitoring	X		X
Bidder Response: DataPath's proposal is for the upgrade to the existing MaxView system and assumes the driver is developed and the device is accessible currently from MaxView as the first Phase. If the driver does not exist, or points need to be added to the driver, NET will be able to do that with the training provided by DataPath.				

TRM #2.0	Provide NMCS as Specified for NETC Satellite Teleport Systems.	Existing Capabilities	In Development	Customized for NETC
TRM #2.1.0	The NMCS bid shall provide the ability to control and monitor the NETC Ku-Band and C-band Satellite Teleport Systems. The NMCS should be able to control and monitor all existing and future equipment for the NETC Ku-Band and C-band Satellite Teleport Systems.	X		
Bidder Response: The MaxView Enterprise software has been installed in 100s of satellite teleports and terminals for managing the uplink and downlink equipment as well as the supporting infrastructure such as power systems, HVAC, and physical security equipment. MaxView has an extensive library of drivers for this type of equipment and can easily grow or adapt to account for expansion or changes to the teleports in the future. The MaxView environment allows NET to make these changes and expansion or DataPath can help provide these services.				
TRM #2.2.0	The NMCS bid shall have the ability to communicate with teleport equipment via serial RS232, RS422, and RS485 protocol. Bidder should specify exactly how serial communications will be established, administered, maintained, and operated.	X		
Bidder Response: MaxView has communicated with a wide array of equipment using serial protocols and has an extensive library of existing serial drivers for a variety of equipment. The MaxView software can make use of any of the COTS serial expansion cards or hubs that are available from manufacturers such as Digiboard, Comtrol, or B&B Electronics etc. Serial device drivers in MaxView are developed using the MaxView Driver Development Scripting Tools and once developed serial devices can be added to the MaxView database via the Administration tools.				
TRM #2.3.0	The NMCS bid shall have the ability to communicate with teleport equipment via IP, TCP, UDP, HTTP, SNMP, FTP, Telnet and Networked Media Open Specifications protocols. Bidder should specify exactly how ethernet communications will be established, administered, maintained, and operated.	X		
Bidder Response: MaxView has communicated with a wide array of equipment via the Ethernet network using both standards based (SNMP, SOAP etc.) and proprietary protocols and has an extensive library of drivers for a variety of network managed equipment. SNMP and IP device drivers in MaxView are developed using the MaxView SNMP and Driver Development Scripting Tools and once developed devices can be added to the MaxView database via the Administration tools. The individual protocols are readily supported through the driver scripting language (TCL) and new protocols are often quickly developed.				
TRM #2.4.0	The NMCS bid shall have the ability to communicate with teleport equipment GPI and GPO interfaces. Bidder should specify exactly how parallel discrete GPI and GPO communications will be established, administered, maintained, and operated. The proposed system shall be able to support single and multiple bit drivers for alarm, status, and command functions as provided by discrete connections.	X		
Bidder Response: MaxView can interface with GPIO devices using any of the third party GPIO devices like what is available from Koyo, Automation Direct etc. A driver between the GPIO device and MaxView (either serial or Ethernet) allows the DIO points to be managed by MaxView. MaxView allows these contacts to be tied to actual values (i.e. 1=on and 0=off) and displayed on the MaxView GUI. The driver can allow for single and multiple bits.				

State of Nebraska
State Purchasing Bureau
Request for Proposal
Network Management Control System
Appendix 02
MaxView Software Maintenance Plans

Solicitation # RFP 5820 Z1

May 31, 2018 (2PM CT)

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DATAPATH

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Appendix 2: MaxView Software Maintenance Plans

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Software Maintenance Plan (SMP) – Silver

The following describes the DataPath MaxView Silver Software Maintenance Plan.

Web-enabled Customer Support Portal:

Members receive up to five access accounts to the MaxView Customer Support Portal.

The MaxView Customer Support Portal provides 24/7 online access to resources and tools, including:

- Comprehensive product information such as release and versioning information, user manuals and troubleshooting guides
- Searchable MaxView Driver Inventory by make and model
- Real-time access to our ticketing system, enabling you to open, track and view your tickets 24/7

Customer Support:

DataPath provides technical support from 7:00 am to 7:00 pm EST, Mon. - Fri., with requests entered via telephone and internet-based ticketing.

Software Patches:

As requested, DataPath will distribute patch releases for known MaxView core software code for the current release of MaxView and the immediately previous release. Patch documentation and scheduled availability are viewable online through the MaxView Customer Support Portal. Patches are released in accordance with the software license agreement and in conjunction with standard MaxView patch and release scheduling.

Software Upgrades:

As an additional benefit, upon request, customers are eligible to receive upgrades, enhancements and modifications to the current release of MaxView and the immediately previous release. DataPath will provide major upgrades of software components for which they own licenses if the software is upgraded during the active maintenance period and provided a support agreement has been in place for a minimum of two consecutive years. Software Upgrades do not include professional services required to perform the upgrade and/or migration of data or screens from the existing configuration. New release documentation articulating features, modifications, and upgrade information is available on the MaxView Customer Support Portal.

Trouble Resolution:
Severities are established by DataPath in accordance with the definition below and ticket resolution is worked accordingly. Issues that require MaxView core software code changes will be developed and supplied by DataPath in conjunction with standard MaxView software patch and release management scheduling.

Severity	Description
1	Problem with MaxView software creating a network outage or critical systems impairment with greater than 50% loss of network control and management
2	Problem with multiple MaxView software components rendering impairment greater than 25% loss of network control and management
3	Single feature impairment creating inefficiency for user environment
4	Any other error in the MaxView software, errors cosmetic in nature (i.e. spelling, punctuation, etc.), or information requests
5	Enhancement Requests – Any new feature requests or requests for modifications of existing features. Enhancement requests will be submitted to Product Management for consideration in a future release. Enhancement requests are not considered software errors. All enhancements are managed and accepted by DataPath's Product Management team

Device Drivers - Library:
Silver members have access to drivers in our existing library of fully-pointed drivers for use on the SMP covered MaxView system. A searchable inventory is provided for your convenience through the MaxView Customer Support Portal. Upon request, drivers in the library will be provided to the customer for no additional charge. The drivers will be provided as they exist in the library. Alterations are not included. Please limit library requests to no more than 5 drivers per month.

Remote System Audit
Upon request, DataPath engineers will examine customer's system and identify opportunities to enhance system performance.

Discount on Training:
Silver members receive a 15% discount on training offered at DataPath' location in Duluth, Georgia, USA. Excludes travel and expenses.

System Configuration Archived Annually:
Upon request, DataPath engineers will store customer's system configuration on an annual basis while the system is under a current SMP agreement. It is the responsibility of the customer to obtain and provide the configuration to the MaxView Support team for archive storage.

System Health Check Discount:
Silver members receive a 15% discount on System Health Checks. The System Health Check provides onsite MaxView assistance, evaluation, and training. A written analysis of the findings including recommendations for improving efficiency is provided. The system health check consists of the following:

- **Goals Review** - discuss what the customer would like to achieve during the visit and in the near future, determine if the system is running the way intended, answer and question session, and assist in planning for future changes/growth.
- **Shadowing** – a MaxView expert will shadow operators to get an idea of how the system is currently being used.
- **System Analysis** – the MaxView expert will research the system to determine versions being run, components MaxView is monitoring and controlling, installed drivers, etc.
- **Trouble Shooting** – We will provide hands-on assistance for quick fixes and trouble shooting.
- **Training** – Specialized training will be conducted focusing on areas of most need within your organization.
- **Written Analysis** – A written summary of how the system is currently being used, recommendations for improvement, best practices, suggestions regarding software versions, additional training, etc. will be provided.

Software Maintenance Plan (SMP) – Gold

Please note to qualify for Gold membership, MaxView software licensing must have a minimum value of $150,000. This is equivalent to a minimum annual support fee of $30,000 and greater. The following describes the DataPath MaxView Gold Software Maintenance Plan.

Web-enabled Customer Support Portal:

Members receive up to five access accounts to the MaxView Customer Support Portal.

The MaxView Customer Support Portal provides 24/7 online access to resources and tools, including:

- Comprehensive product information such as release and versioning information, user manuals and troubleshooting guides
- Searchable MaxView Driver Inventory by make and model
- Real-time access to our ticketing system, enabling you to open, track and view your tickets 24/7

Customer Support:

DataPath provides technical support 24x7 with requests entered via telephone and internet-based ticketing.

Software Patches:

As requested, DataPath will distribute patch releases for known MaxView core software code for the current release of MaxView and the immediately previous release. Patch documentation and scheduled availability are viewable online through the MaxView Customer Support Portal. Patches are released in accordance with the software license agreement and in conjunction with standard MaxView patch and release scheduling.

Software Upgrades:

As an additional benefit, upon request, customers are eligible to receive upgrades, enhancements and modifications to the current release of MaxView and the immediately previous release. DataPath will provide major upgrades of software components for which they own licenses if the software is upgraded during the active maintenance period and provided a support agreement has been in place for a minimum of two consecutive years. Software Upgrades do not include professional services required to perform the upgrade and/or migration of data or screens from the existing configuration. New release documentation articulating features, modifications, and upgrade information is available on the MaxView Customer Support Portal.

Trouble Resolution:
Severities are established by DataPath in accordance with the definition below and ticket resolution is worked accordingly. Issues that require MaxView core software code changes will be developed and supplied by DataPath in conjunction with standard MaxView software patch and release management scheduling.

Severity	Description
1	Problem with MaxView software creating a network outage or critical systems impairment with greater than 50% loss of network control and management
2	Problem with multiple MaxView software components rendering impairment greater than 25% loss of network control and management
3	Single feature impairment creating inefficiency for user environment
4	Any other error in the MaxView software, errors cosmetic in nature (i.e. spelling, punctuation, etc.), or information requests
5	Enhancement Requests – Any new feature requests or requests for modifications of existing features. Enhancement requests will be submitted to Product Management for consideration in a future release. Enhancement requests are not considered software errors. All enhancements are managed and accepted by DataPath's Product Management team

Device Drivers - Library:
Gold members have access to drivers in our existing library of fully-pointed drivers for use on the SMP covered MaxView system. A searchable inventory is provided for your convenience through the MaxView Customer Support Portal. Upon request, drivers in the library will be provided to the customer for no additional charge. The drivers will be provided as they exist in the library. Alterations are not included. Please limit library requests to no more than 5 drivers per month.

Device Drivers:
Gold members are eligible to receive up to 5 device drivers per annual maintenance period for use on the SMP covered MaxView system. These device drivers are in addition to those in the existing device driver library. Drivers are offered under the following conditions:

- Eligibility for drivers requires a minimum annual maintenance period value of $30,000.
- Development is limited to Category 1 device drivers with a maximum of 50 control points.
- Vendor protocol and additional device documentation is supplied by customer.
- A device is a piece of equipment that stands on its own (i.e. does not require installation into a card cage or chassis).
- The device can be managed via SNMP, IP socket, serial, contact closure or analog interface, has a single interface port (serial or Ethernet interface) or a number of contact closures or analogs, and does not require access to software via a database or API to manage it.
- Limit of two new driver requests for every 30 day period.

Standard Device Type Panel Library:
Gold members will have access to standard Aperia device type panels in existing library for MaxView systems. Upon request, panels in the library will be provided at no additional charge. Device Web Pages (or legacy Aperia Panels) are not included with new driver development.

Remote System Audit
Upon request, DataPath engineers will examine customer's system and identify opportunities to enhance system performance.

Professional Services:
In addition to technical support, DataPath will provide 4 hours per month of Professional Services to assist with system customization such as drawing graphics and automation configuration. Hours must be used within each calendar month. Hours that are not used do not accumulate.

Discount on Training:
Gold members receive a 20% discount on training offered at DataPath' location in Duluth, Georgia, USA. Excludes travel and expenses.

Bi-Annual Service Review:
Upon request, Gold members can receive a bi-annual call with Support Management to discuss ticket history, open tickets, concerns, and any other support related issues.

System Configuration Archived Annually:
Upon request, DataPath engineers will store customer's system configuration on an annual basis while the system is under a current SMP agreement. It is the responsibility of the customer to obtain and provide the configuration to the MaxView Support team for archive storage.

System Health Check Discount:
Gold members receive a 20% discount on System Health Checks. The System Health Check provides onsite MaxView assistance, evaluation, and training. A written analysis of the findings including recommendations for improving efficiency is provided. The system health check consists of the following:

- **Goals Review** - discuss what the customer would like to achieve during the visit and in the near future, determine if the system is running the way intended, answer and question session, and assist in planning for future changes/growth.
- **Shadowing** – a MaxView expert will shadow operators to get an idea of how the system is currently being used.
- **System Analysis** – the MaxView expert will research the system to determine versions being run, components MaxView is monitoring and controlling, installed drivers, etc.
- **Trouble Shooting** – We will provide hands-on assistance for quick fixes and trouble shooting.
- **Training** – Specialized training will be conducted focusing on areas of most need within your organization.
- **Written Analysis** – A written summary of how the system is currently being used, recommendations for improvement, best practices, suggestions regarding software versions, additional training, etc. will be provided.

Software Maintenance Plan (SMP) – Platinum

Please note to qualify for Platinum membership, MaxView software licensing must have a minimum value of $280,000. This is equivalent to a minimum annual support fee of $70,000 and greater. The following describes the DataPath MaxView Platinum Software Maintenance Plan.

Web-enabled Customer Support Portal:

Members receive up to five access accounts to the MaxView Customer Support Portal.

The MaxView Customer Support Portal provides 24/7 online access to resources and tools, including:

- Comprehensive product information such as release and versioning information, user manuals and troubleshooting guides
- Searchable MaxView Driver Inventory by make and model
- Real-time access to our ticketing system, enabling you to open, track and view your tickets 24/7

Customer Support:

DataPath provides technical support 24x7 with requests entered via telephone and internet-based ticketing.

Software Patches:

As requested, DataPath will distribute patch releases for known MaxView core software code for the current release of MaxView and the immediately previous release. Patch documentation and scheduled availability are viewable online through the MaxView Customer Support Portal. Patches are released in accordance with the software license agreement and in conjunction with standard MaxView patch and release scheduling.

Software Upgrades:

As an additional benefit, upon request, customers are eligible to receive upgrades, enhancements and modifications to the current release of MaxView and the immediately previous release. DataPath will provide major upgrades of software components for which they own licenses if the software is upgraded during the active maintenance period and provided a support agreement has been in place for a minimum of two consecutive years. Software Upgrades do not include professional services required to perform the upgrade and/or migration of data or screens from the existing configuration. New release documentation articulating features, modifications, and upgrade information is available on the MaxView Customer Support Portal.

Trouble Resolution:
Severities are established by DataPath in accordance with the definition below and ticket resolution is worked accordingly. Issues that require MaxView core software code changes will be developed and supplied by DataPath in conjunction with standard MaxView software patch and release management scheduling.

Severity	Description
1	Problem with MaxView software creating a network outage or critical systems impairment with greater than 50% loss of network control and management
2	Problem with multiple MaxView software components rendering impairment greater than 25% loss of network control and management
3	Single feature impairment creating inefficiency for user environment
4	Any other error in the MaxView software, errors cosmetic in nature (i.e. spelling, punctuation, etc.), or information requests
5	Enhancement Requests – Any new feature requests or requests for modifications of existing features. Enhancement requests will be submitted to Product Management for consideration in a future release. Enhancement requests are not considered software errors. All enhancements are managed and accepted by DataPath's Product Management team

Device Drivers - Library:
Platinum members have access to drivers in our existing library of fully-pointed drivers for use on the SMP covered MaxView system. A searchable inventory is provided for your convenience through the MaxView Customer Support Portal. Upon request, drivers in the library will be provided to the customer for no additional charge. The drivers will be provided as they exist in the library. Alterations are not included. Please limit library requests to no more than 5 drivers per month.

Device Drivers:
Driver delivery requests for Platinum members receive priority over Silver and Gold member requests. In addition, Platinum members are eligible to receive up to 20 device drivers per annual maintenance period for use on the SMP covered MaxView System, of which four can be Category 2 drivers. These device drivers are in addition to those in the existing device driver library.

Driver Classification:
- Category One: 50 or less points of management and control in vendor protocol.
- Category Two: 51 to 200 points of management and control in vendor protocol.

Drivers are offered under the following conditions:
- Eligibility for drivers requires a minimum annual maintenance period value of $70,000.
- Vendor protocol and additional device documentation is supplied by customer.
- A device is a piece of equipment that stands on its own (i.e. does not require installation into a card cage or chassis).
- The device can be managed via SNMP, IP socket, serial, contact closure or analog interface, has a single interface port (serial or Ethernet interface)

or a number of contact closures or analogs, and does not require access to software via a database or API to manage it.
- Limit of two new driver requests for every 30 day period.

Standard Device Type Panel Library:
Platinum members will have access to standard Aperia device type panels in existing library for MaxView systems. Upon request, panels in the library will be provided at no additional charge. Device Web Pages (or legacy Aperia Panels) are not included with new driver development.

Remote System Audit
Upon request, DataPath engineers will examine customer's system and identify opportunities to enhance system performance.

Professional Services:
In addition to technical support, DataPath will provide 8 hours per month of Professional Services to assist with system customization such as drawing graphics and automation configuration. Hours must be used within each calendar month. Hours that are not used do not accumulate.

Free Training Seats:
Platinum members receive two (2) free seats in the Instructor-led training held in Duluth, GA for each annual SMP period. Excludes travel and expenses.

Discount on Training:
Platinum members receive a 30% discount on training offered at DataPath' location in Duluth, Georgia, USA. Excludes travel and expenses.

Quarterly Service Review:
Upon request, Platinum members can receive a quarterly call with Support Management to discuss ticket history, open tickets, concerns, and any other support related issues.

System Configuration Archived Annually:
Upon request, DataPath engineers will store customer's system configuration on an annual basis while the system is under a current SMP agreement. It is the responsibility of the customer to obtain and provide the configuration to the MaxView Support team for archive storage.

System Health Check Discount:
Platinum members receive a 20% discount on System Health Checks. The System Health Check provides onsite MaxView assistance, evaluation, and training. A written analysis of the findings including recommendations for improving efficiency is provided. The system health check consists of the following:

- **Goals Review** - discuss what the customer would like to achieve during the visit and in the near future, determine if the system is running the way intended, answer and question session, and assist in planning for future changes/growth.
- **Shadowing** – a MaxView expert will shadow operators to get an idea of how the system is currently being used.

- **System Analysis** – the MaxView expert will research the system to determine versions being run, components MaxView is monitoring and controlling, installed drivers, etc.
- **Trouble Shooting** – We will provide hands-on assistance for quick fixes and trouble shooting.
- **Training** – Specialized training will be conducted focusing on areas of most need within your organization.
- **Written Analysis** – A written summary of how the system is currently being used, recommendations for improvement, best practices, suggestions regarding software versions, additional training, etc. will be provided

State of Nebraska
State Purchasing Bureau
Request for Proposal
Network Management Control System
Appendix 03
3rd Party Software Information

Solicitation # RFP 5820 Z1

May 31, 2018 (2PM CT)

Submitted by:
DataPath, Inc.
2205 Northmont Parkway
Suite 100
Duluth, GA 30096
POC: Tammy Jo Morgan
Director of Contracts
tammyjo.morgan@datapath.com
Phone: 678.597.0406

Submitted to:
State of Nebraska State Purchasing Bureau
Dept. of Admin. Services
Materiel Division
Attention: Nancy Storant/Dianna Gilliland
as.materielpurchasing@nebraska.gov
1526 K Street, Suite 130
Lincoln, NE 68508
402.471.6500

Name	License Type	Version	License link
activation	CDDL 1.0	1.1	/a/ license.txt inside jar
ActiveTCL	Commercial	8.4.11	etc http://www.activestate.com/oem
antlr	BSD	2.7.7	http://www.antlr.org/license.html
Apache POI	Apache 2.0	3	http://directory.apache.org/community%26resources/the-license.html
Apache Tomcat	Apache 2.0	8.5.14	http://www.apache.org/licenses/LICENSE-2.0
Bouncy Castle Crypto APIs	MIT	1.51	/jars http://www.bouncycastle.org/licence.html
c3p0	LGPL	0.9.5.2	http://www.mchange.com/projects/c3p0/
commons-cli	Apache 2.0	1	/v1 http://commons.apache.org/cli/license.html
commons-codec	Apache 2.0	1.7	/bl http://www.apache.org/licenses/
commons-collections	Apache 2.0	3.2.1	tion
commons-id	Apache 2.0	1	http://www.knopflerfish.org/license.html
commons-lang	Apache 2.0	2.5	mo http://commons.apache.org/lang/license.html
commons-logging; Knopflerfish	Apache 2.0	1.1.1	ad http://www.apache.org/licenses/LICENSE-2.0
ctb	LGPL	0.5	http://www.opensource.org/licenses/wxwindows.php https://fftools.com/opensource/ctb.en.php
Dart	BSD-like	1.17.1	
DGLux5	Commercial	7614	
dgserver	Apache 2.0	1113	http://www.apache.org/licenses/LICENSE-2.0

dom4j	BSD	1.6.1	http://www.dom4j.org/dom4j-1.6.1/license.html
DSLink JDK	Apache 2.0		
FasterXML	Apache 2.0	1.3.0	
freemarker	BSD-like	2.3.6	http://freemarker.org/docs/app_license.html
gnu-regexp	LGPL	1.1.4	http://nlp.stanford.edu/nlp/javadoc/gnu-regexp-docs/
Go Ahead	Commercial	2.1	http://goahead.com/products/webserver/licensing.aspx
Grammatica	LGPL	1.4	http://grammatica.percederberg.net/
groovy	Apache 2.0	2.4.11	http://groovy.codehaus.org/License+Information
Hibernate	LGPL	5.2.10.Final	http://www.hibernate.org/hibernate
Hibernate	LGPL	5.2.10.Final	http://www.hibernate.org/hibernate
hibernate-c3p0	LGPL	5.2.10	http://grepcode.com/snapshot/repository.jboss.org/nexus/content/repositories/releases/org.hibernate/hibernate-c3p0/3.6.4.Final
hibernate-commons-annotations	LGPL	5.0.1.Final	http://www.gnu.org/licenses/lgpl.html
hibernate-jpa	LGPL	1.0.0	http://www.hibernate.org/hibernate
HyperSQL Database	LGPL-Like	1.8.0.1, 1.7.1	http://hsqldb.org/web/hsqlLicense.html
InstallAnywhere/Flexera	Commercial	2014	
Jackson	Apache 2.0		
Jackson	Apache 2.0		
Jackson	Apache 2.0		
Jackson	Apache 2.0		
jacorb	LGPL	3.1	http://www.jacorb.org/lgpl.html
jar.exe	java	1.8 u130	http://www.oracle.com/technetwork/java/javase/terms/license/index.html

Jasper Server	Commercial	6.3.0	http://jasperforge.org/website/jasperserverwebsite/JSJA%20Website/js_license.html?header=project&target=jasperserver
Java JRE	Sun	1.8 u131	http://www.oracle.com/technetwork/java/javase/terms/license/index.html
Java Mail	CDDL GPL 2.0		
Java Websocket	MIT		
Javassist	MPL	3.20.0-GA	http://www.mozilla.org/MPL/
jaxb-api	CDDL 1.0	2.1	https://glassfish.dev.java.net/public/CDDLv1.0.html
jaxb-impl	CDDL 1.0	1.0.2	https://glassfish.dev.java.net/public/CDDLv1.0.html
jaxb-impl	CDDL 1.0	2.1.5	https://glassfish.dev.java.net/public/CDDLv1.0.html
jaxb-libs	CDDL 1.0	20091010	https://glassfish.dev.java.net/public/CDDLv1.0.html
jaxb-xjc	CDDL 1.0	2.1.5	https://glassfish.dev.java.net/public/CDDLv1.0.html
jaxp	Sun	1.1	http://java.sun.com/j2se/1.5.0/runtime.html#redistribution
jax-qname	Oracle	1.1	http://java.sun.com/webservices/docs/1.4/LICENSE
jcommander	Apache 2.0		
jdom	Apache-like	1	http://www.jdom.org/docs/faq.html#a0030
jersey	CDDL 1.1 GPL		
jide-common	Commercial	2.0.4	http://www.jidesoft.com/purchase/SLA.htm

jide-components	Commercial	2.0.4	t.ht http://www.jidesoft.com/purchase/SLA.htm
jide-dialogs	Commercial	2.0.4	n http://www.jidesoft.com/purchase/SLA.htm
jide-dock	Commercial	2.0.4	http://www.jidesoft.com/purchase/SLA.htm
jide-dock	Commercial	unknown	http://www.jidesoft.com/purchase/SLA.htm
jide-grids	Commercial	2.0.4	http://www.jidesoft.com/purchase/SLA.htm
jython	BSD	2.1	http://www.jython.org/Project/license.html
Knopflerfish Pro	BSD	6.0.0	http://www.knopflerfish.org/license.html
Knopflerfish Pro	Sun	6.0.0	http://www.knopflerfish.org/license.html
KnoplerfishPro	Commercial	6.0.0	on file
log4j	Apache 2.0		slf4j_license LA/Apache 2.0
MessagePack	Apache 2.0		
Mibble	Commercial	2.7	http://www.mibble.org/doc/faq/license/index.html
mysql-connector-java	GPL	3.0.15, 5.1.12	/3.0. http://www.gnu.org/licenses/gpl.html
namespace.jar	Oracle	1.0.1	/2/j http://java.sun.com/webservices/docs/1.4/LICENSE
Net-SNMP	BSD-Like	5.5	http://www.net-snmp.org/about/license.html
OmniORB	LGPL	4.1.3	http://www.omniorb-support.com/omniwiki/FrequentlyAskedQuestions#head-e9f83941a18a61b1e8cd1e4ee24dba5edbff0326
OpenSSL	BSD-like	0.9.8o	http://www.openssl.org/source/license.html
OpenSSL	BSD-like	0.9.8x, 1.0.0j, 1.0.1	.htm http://www.openssl.org/source/license.html nl
OpenSSL (Linux and Windows)	BSD-like	0.9.8l	.htm http://www.openssl.org/source/license.html nl

PostgreSQL DB Server 9.6.1	PostgreSQL, BSD, GPL, Apache, PHP, MIT, SSL, SSLeay	9.6.1-1	/get stgr	http://www.enterprisedb.com/ba/foss-licenses
PostgreSQL JDBC Driver	BSD	N/A	pad	http://jdbc.postgresql.org/about/license.html
Relax NG	Oracle	20040414	org/ 0204	http://java.sun.com/webservices/docs/1.4/LICENSE
ServiceWrapper	Commercial	3.5.27	sh/do	http://wrapper.tanukisoftware.com/doc/english/licenseCommunity.html
servlet-api	Apache 2.0	2.4		http://www.docjar.com/docs2web/inside/servlet-api-2.4.jar/detail/javax/servlet/resources/jsp_2_0.xsd
slf4j-apl	MIT			http://www.slf4j.org/license.html
slf4j-log4j12	MIT			http://www.slf4j.org/license.html
SNMP Brass	Commercial	18.1.0.20		http://www.snmp.com/products/brass.shtml
SNMP Emanate	Commercial	16.2.0.5	ml	http://www.snmp.com/products/emanate.shtml
ssl	Public Domain	2.09	/pr /ssl	
stax-apl	Apache 2.0	1.0-2		http://stax.codehaus.org/Home
swingstates	LGPL			http://sourceforge.net/directory/license:osi-approved-open-source/gnu-library-or-lesser-general-public-license-lgpl/
Tcl UDP	MIT		:lu	http://sourceforge.net/projects/tcludp/
tcllib	BSD		?lli	license.terms
Westhawk Snmpstack	Freeware	4.13		http://snmp.westhawk.co.uk/StackUsage.html
wxWidgets	LGPL	2.4.2.1		http://www.wxwidgets.org/about/licence3.txt
Xerces-C	Apache 2.0	2.8.0		http://www.apache.org/licenses/LICENSE-2.0.html
Xerces-C	Apache 2.0	2.7		http://www.apache.org/licenses/LICENSE-2.0.html
xercesImpl	Apache 2.0	2.4.0	es/x	http://www.apache.org/licenses/LICENSE-2.0
xercesImpl	Apache 2.0	2.7.1	bs/x	http://www.apache.org/licenses/LICENSE-2.0
xml-apis	Apache 2.0	1.0.b2	l-	http://www.apache.org/licenses/LICENSE-2.0
xmlParserAPIs	Apache 2.0	2.6.2	apis	http://olex.openlogic.com/packages/xmlparserapis
xmlSchema	Apache 2.0	1.1, 1.0.2	wnl	http://ws.apache.org/commons/XmlSchema/license.html
zlib	BSD-like	1.2.3		http://www.zlib.net/zlib_license.html
Oracle JDBC Driver	Oracle	10.2.0.3		http://www.oracle.com/technetwork/licenses/distribution-license-152002.html
	Apache 2.0	0.18.2		
	Apache 2.0			
	Apache 2.0			

	LGPL			
JSON-Java	BSD-like	2014	cford	https://github.com/stleary/JSON-java/blob/master/LICENSE
	BSD-like			
	BSD			
Mchange-commons-java	LGPL		ıcha	https://github.com/swaldman/mchange-commons-java/blob/master/LICENSE-LGPL
	Apache 2.0			
	Apache 2.0			
	MIT			
	BSD			

State of Nebraska
State Purchasing Bureau
Request for Proposal
Network Management Control System
Appendix 04
MaxView Standard Training Class Agendas

Solicitation # RFP 5820 Z1

May 31, 2018 (2PM CT)

Submitted by:
DataPath, Inc.
2205 Northmont Parkway
Suite 100
Duluth, GA 30096
POC: Tammy Jo Morgan
Director of Contracts
tammyjo.morgan@datapath.com
Phone: 678.597.0406

Submitted to:
State of Nebraska State Purchasing Bureau
Dept. of Admin. Services
Materiel Division
Attention: Nancy Storant/Dianna Gilliland
as.materielpurchasing@nebraska.gov
1526 K Street, Suite 130
Lincoln, NE 68508
402.471.6500

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MAXVIEW ENTERPRISE

Appendix 4: Standard Training Class Agendas

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Table of Contents

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MaxView Essentials – 3.5 Day Course

Descriiption: This course is intended to teach the basic user and administration features of MaxView. This will allow a user to add devices to MaxView, Change Alarm Parameters, add/change user permissions etc. required for basic use of the software. This does not cover the MaxView APIs (both driver and client) or building MaxView Web Pages.

Pre-requisites: Basic understanding of M&C Systems and how they work.

Agenda:

- System Overview Software Architecture
- System Overview Physical Architecture
- Device Communications Server
- System Security and Administrator Functions
- The NEW MaxView WEB GUI Overview (does not cover web page development)
- System Preferences
- Logger and InSite Report Generator
- Backup and Restoration
- Automation Overview
- Introduction to Drivers
- MaxView Automation and Integration
- Device Communications Troubleshooting

MaxView Developer Training – 5 Day Course

Descriiption: This course will cover the MaxView APIs and libraries available for development of third party interfaces and device drivers.

Pre-requisites: Ideal student should have a good understanding and handle on the topics covered in the MaxView Essentials Course. Previous programming experience is also required.

Agenda:

- Driver Architecture Review
  - Driver Development – Overview
  - Driver Development – TMComm
  - Driver Development – Broker
- MaxView TCL API Review
- Training and exercises for creating drivers of different types
  - SERIAL
  - SNMP
  - PARALLEL
- Parent/Child Driver Creation
- Mailbox Messaging
- SNMP Agent Configuration
- Trap Handling
- Logic-based Polling
- Grids
- Permanent Variables & Global Variables
- Helpers (Includes, Joins, Libraries)

MaxView Web Designer Training – 3 Day Course

Descriiption: This course is intended to teach the student how to build out custom web pages in the MaxView Enterprise Web Interface.

Pre-requisites: Ideal student should have a good understanding and handle on the topics covered in the MaxView Essentials Course. Previous programming experience is also very helpful but not required

Agenda:

- Overview of Web Designer
- Designer Toolkit Orientation
- Designer Toolkit Basics
- Bindings
- Dataflows
- Maxview Widgets
- MaxView System Pages
- MaxView Device Type Pages
- The following topics are reviewed as time allows:
    - MaxView Widgets vs Symbols
    - Scripting
    - Callouts
    - DSLinks

NOTE: In order to build web pages in MaxView, a Web Designer License is required. The Web Designer is an optional feature and not included with the base license or as part of this training module.

Form A
Bidder Contact Sheet
Request for Proposal Number 5820 Z1

Form A should be completed and submitted with each response to this RFP. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	DataPath (Inc.)
Bidder Address:	2205 Northmont Parkway Suite 100 Duluth, Georgia 30096
Contact Person & Title:	Tammy Jo. Morgan (Director of Contracts)
E-mail Address:	tammyjo.morgan@datapath.com
Telephone Number (Office):	+1.678.597.0406
Telephone Number (Cellular):	+1.404.242.9343
Fax Number:	+1.678.471.7892

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	DataPath (Inc.)
Bidder Address:	2205 Northmont Parkway Suite 100 Duluth, Georgia 30096
Contact Person & Title:	Tammy Jo. Morgan (Director of Contracts)
E-mail Address:	tammyjo.morgan@datapath.com
Telephone Number (Office):	+1.678.597.0406
Telephone Number (Cellular):	+1.404.242.9343
Fax Number:	+1.678.471.7892