STATE OF NEBRASKA SERVICE CONTRACT ADDENDUM

PAGE	ORDER DATE
1 of 3	07/24/19
BUSINESS UNIT	**BUYER**
64904398	NANCY STORANT (AS)

VENDOR NUMBER: 506862

CONTRACT NUMBER
42186 O4

VENDOR ADDRESS:

SAS INSTITUTE INC
DATAFLUX CORP LLC
PUBLIC SECTOR GROUP
100 SAS CAMPUS DR
CARY NC 27513-8617

THE CONTRACT PERIOD IS:

AUGUST 1, 2019 THROUGH JULY 31, 2020

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 2935 Z1

Contract to supply and deliver a Turnkey Solution for Software Systems to be used in Conjunction with its Fusion Center Operations at the Nebraska Information and Analysis Center (NIAC) to the State of Nebraska as per the attached specifications for the contract period August 1, 2019 through July 31, 2020.

Vendor Contact: David Kennedy
Phone: 678-490-4205

This is the first extension of the contract as amended. (07/15/19 ml)

Addendum one as attached. (7/24/19 ml)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	SOFTWARE	740,912.0000	$	1.0000	740,912.00
	(list components separately e.g., application, server OS, client software (if any), etc., including all licensing costs for software and users)				
2	GIS RUNTIME ENGINE	81,000.0000	$	1.0000	81,000.00
	ESRI ArcGIS runtime Engine (this is not a Memex license fee, and if the State has these licenses in place then this cost can be eliminated).				
3	IEPD	18,000.0000	$	1.0000	18,000.00
4	MEMEX INDEXING ENGINE Memex Indexing Load Engine	63,000.0000	$	1.0000	63,000.00
5	14 DATA SOURCES SOFTWARE	140,000.0000	$	1.0000	140,000.00

BUYER

MATERIEL ADMINISTRATOR

7/26/19

STATE OF NEBRASKA SERVICE CONTRACT ADDENDUM

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
2 of 3	07/24/19
BUSINESS UNIT	BUYER
64904398	NANCY STORANT (AS)

VENDOR NUMBER: 506862

CONTRACT NUMBER
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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS (list the cost for each of the 22 sources in section IV (H) 3 separately to allow the State to modify the number of sources connected in the interest of schedule and cost). Do not include costs for the 3 optional items, Slueth, SAR, NDex.				
6	14 DATA SOURCES INTEGRATION	378,000.0000	$	1.0000	378,000.00
	Integration services cost Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS				
	$27,000 per data source excluding the following data sources: NCJIS, Penlink and AFIS.				
7	DATA SOURCE TESTING	126,000.0000	$	1.0000	126,000.00
	Integration services cost Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS				
	$9,000.00 per data source testing.				
8	INTEGRATE NCJIS, PENLINK, AFIS	108,000.0000	$	1.0000	108,000.00
	Integration services cost Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS				
	$36,000 per data source for NCJIS, Penlink and AFIS (includes testing).				
9	PROJECT MANAGEMENT TEAM	247,500.0000	$	1.0000	247,500.00
	Memex Team Project Management, Data Integration Quality Assurance, and Risk Management.				
10	SURE START IMPLEMENTATION	126,000.0000	$	1.0000	126,000.00
	Memex Intelligence Sure Start Implementation (IMS Integration Services)				
11	TRAINING Training	36,000.0000	$	1.0000	36,000.00
	System Administrator Training (includes preparation) End User/Train-the-Trainer (includes preparation) Data interface training (includes preparation)				
12	1ST YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	180,000.0000	$	1.0000	180,000.00
13	2ND YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	180,000.0000	$	1.0000	180,000.00
14	3RD YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	180,000.0000	$	1.0000	180,000.00
15	4TH YEAR AFTER 2 YEAR	180,000.0000	$	1.0000	180,000.00

BUYER INITIALS

R43500|NISH0003|NISH0003 20150901

STATE OF NEBRASKA SERVICE CONTRACT ADDENDUM

State Purchasing Bureau
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PAGE 3 of 3	ORDER DATE 07/24/19
BUSINESS UNIT 64904398	BUYER NANCY STORANT (AS)

VENDOR NUMBER: 506862

CONTRACT NUMBER
42186 O4

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	WARRANTY PERIOD EXPIRES				
16	5TH YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	190,000.0000	$	1.0000	190,000.00
17	CUSTOMIZING HOURS X 100 Costs for customized programming (per hour)	18,500.0000	$	1.0000	18,500.00
18	COMP STAT MODULE Comp Stat Module - state number of users and total cost	36,000.0000	$	1.0000	36,000.00
19	STATEWIDE IMS APPLICATION LICENSE Payment Schedule $235,000.00 - December 27, 2010 $500,000.00 - June 2011 $190,000.00 - December 31, 2011	925,000.0000	$	1.0000	925,000.00
20	FIRST YEAR OF EXTENSION WARRANTY PERIOD (AUGUST 1, 2019 - JULY 31, 2020)	1.0000	YR	190,000.0000	190,000.00
	Total Order				**4,143,912.00**

BUYER INITIALS

ADDENDUM ONE
CONTRACT NUMBER 42186 O4

Turnkey Solution for Software Systems to be used in Conjunction with its Fusion Center
Operations for The State Of Nebraska
Between The State of Nebraska and DataFlux Corporation LLC

This Addendum (the "addendum") is made by the State of Nebraska and DataFlux Corporation LLC, parties to Contract 42186 O4 (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

WHEREAS, Customer desires to renew its license to the software, accordingly, the following shall line shall be added to the Contract Award:

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
20	First Year of Extension Warranty Period (August 1, 2019 – July 31, 2020)	1	YR	$190,000.00	$190,000.00

DataFlux shall invoice the Unit Price in Line 20 upon signature of this Addendum.

This addendum and any attachments hereto will become part of the Contract. Except as set forth in this Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska

By: _____
(Signature)

Name: _____
(Printed)

Title: _____

Date: 7/26/19

Contractor: DataFlux Corporation LLC

By: _____
(Signature)

Name: _____

§.sas David Keim
Senior VP, General Counsel
Global Corporate Legal Affairs
SAS Institute Inc.

Title: _____

Date: July 22, 2019

STATE OF NEBRASKA SERVICE CONTRACT AWARD

PAGE	ORDER DATE
1 of 3	07/15/19
BUSINESS UNIT	BUYER
64904398	NANCY STORANT (AS)

CONTRACT NUMBER
42186 O4

VENDOR NUMBER: 506862

VENDOR ADDRESS:

SAS INSTITUTE INC
DATAFLUX CORP LLC
PUBLIC SECTOR GROUP
100 SAS CAMPUS DR
CARY NC 27513-8617

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

AUGUST 1, 2019 THROUGH JULY 31, 2020

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 2935 Z1

Contract to supply and deliver a Turnkey Solution for Software Systems to be used in Conjunction with its Fusion Center Operations at the Nebraska Information and Analysis Center (NIAC) to the State of Nebraska as per the attached specifications for the contract period August 1, 2019 through July 31, 2020.

Vendor Contact: David Kennedy
Phone: 678-490-4205

This is the first extension of the contract as amended. (07/15/19 ml)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	SOFTWARE	740,912.0000	$	1.0000	740,912.00
	(list components separately e.g., application, server OS, client software (if any), etc., including all licensing costs for software and users)				
2	GIS RUNTIME ENGINE	81,000.0000	$	1.0000	81,000.00
	ESRI ArcGIS runtime Engine (this is not a Memex license fee, and if the State has these licenses in place then this cost can be eliminated).				
3	IEPD	18,000.0000	$	1.0000	18,000.00
4	MEMEX INDEXING ENGINE	63,000.0000	$	1.0000	63,000.00
	Memex Indexing Load Engine				
5	14 DATA SOURCES SOFTWARE	140,000.0000	$	1.0000	140,000.00
	Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS (list the cost for each of the 22 sources in section IV (H) 3 separately to allow the State to modify the number of sources connected in the interest of schedule and cost). Do not include costs for the 3 optional items, Slueth, SAR, NDex.				
6	14 DATA SOURCES INTEGRATION	378,000.0000	$	1.0000	378,000.00
	Integration services cost Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS				

7/18/19 Nancy Storant
BUYER

MATERIEL ADMINISTRATOR
7/19/19

R43500|NISK0002|NISK0002 20150901

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
2 of 3	07/15/19
BUSINESS UNIT	BUYER
64904398	NANCY STORANT (AS)

VENDOR NUMBER: 506862

CONTRACT NUMBER
42186 O4

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	$27,000 per data source excluding the following data sources: NCJIS, Penlink and AFIS.				
7	DATA SOURCE TESTING Integration services cost Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS $9,000.00 per data source testing.	126,000.0000	$	1.0000	126,000.00
8	INTEGRATE NCJIS, PENLINK, AFIS Integration services cost Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS $36,000 per data source for NCJIS, Penlink and AFIS (includes testing).	108,000.0000	$	1.0000	108,000.00
9	PROJECT MANAGEMENT TEAM Memex Team Project Management, Data Integration Quality Assurance, and Risk Management.	247,500.0000	$	1.0000	247,500.00
10	SURE START IMPLEMENTATION Memex Intelligence Sure Start Implementation (IMS Integration Services)	126,000.0000	$	1.0000	126,000.00
11	TRAINING Training System Administrator Training (includes preparation) End User/Train-the-Trainer (includes preparation) Data interface training (includes preparation)	36,000.0000	$	1.0000	36,000.00
12	1ST YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	180,000.0000	$	1.0000	180,000.00
13	2ND YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	180,000.0000	$	1.0000	180,000.00
14	3RD YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	180,000.0000	$	1.0000	180,000.00
15	4TH YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	180,000.0000	$	1.0000	180,000.00
16	5TH YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	190,000.0000	$	1.0000	190,000.00
17	CUSTOMIZING HOURS X 100 Costs for customized programming (per hour)	18,500.0000	$	1.0000	18,500.00

BUYER INITIALS

R43500|NISK0002|NISK0002 20150901

STATE OF NEBRASKA SERVICE CONTRACT AWARD

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PAGE	ORDER DATE
3 of 3	07/15/19
BUSINESS UNIT	BUYER
64904398	NANCY STORANT (AS)

VENDOR NUMBER: 506862

CONTRACT NUMBER
42186 O4

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
18	COMP STAT MODULE Comp Stat Module - state number of users and total cost	36,000.0000	$	1.0000	36,000.00
19	STATEWIDE IMS APPLICATION LICENSE Payment Schedule $235,000.00 - December 27, 2010 $500,000.00 - June 2011 $190,000.00 - December 31, 2011	925,000.0000	$	1.0000	925,000.00

Total Order   **3,953,912.00**

NEBRASKA
Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES

CONTRACT EXTENSION

April 11, 2019

Mr. Jay Teeter
DataFlux Corporation LLC
SAS Campus Drive
Cary, NC 27513

RE: Contract Number 42186 O4, Turnkey Solution for Software Systems to be used in Conjunction with its Fusion Center Operations at NIAC

Dear Mr. Teeter:

The above named contract for providing Turnkey Solution for Software Systems to be used in Conjunction with its Fusion Center Operations at NIAC to the State of Nebraska, Nebraska State Patrol expires July 31, 2019.

It carries a provision for Extension when mutually agreeable to the Vendor and the State of Nebraska. The State of Nebraska wishes to extend this contract for an additional one (1) year period, i.e. August 1, 2019 through July 31, 2020.

If this is agreeable with DataFlux Corporation LLC, please sign and return as soon as possible, keeping one (1) copy for your files.

If no response is received within thirty (30) calendar days, the State of Nebraska will assume that DataFlux Corporation LLC does not intend to extend contract number 42186 O4 and thus may begin the formal solicitation process to obtain Turnkey Solution for Software Systems to be used in Conjunction with its Fusion Center Operations at NIAC.

Sincerely,

Nancy Storant, Buyer
State Purchasing Bureau

DATE: _____

DataFlux Corporation LLC is agreeable to the Extension of 42186 O4 for Turnkey Solution for Software Systems to be used in Conjunction with its Fusion Center Operations at NIAC August 1, 2019 through July 31, 2020.

SIGNATURE: _____
              96DB77CCB6A7454...

TITLE: _Assistant General Counsel_

DATE: _4/22/2019 | 3:09 PM EDT_

Department of Administrative Services | MATERIEL DIVISION

1526 K Street, Ste. 130   OFFICE 402-471-6500
Lincoln, Nebraska 68508   FAX 402-471-2089

das.nebraska.org

STATE OF NEBRASKA SERVICE CONTRACT AWARD

PAGE	ORDER DATE
1 of 3	07/23/18
BUSINESS UNIT	BUYER
64904398	NANCY STORANT (AS)

VENDOR NUMBER: 1933436

CONTRACT NUMBER
42186 O4

VENDOR ADDRESS:

MEMEX INC
22636 DAVIS DR STE 130
STERLING VA 20164-4492

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

AUGUST 1, 2018 THROUGH JULY 31, 2019

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 2935 Z1

Contract to supply and deliver a Turnkey Solution for Software Systems to be used in Conjunction with its Fusion Center Operations at the Nebraska Information and Analysis Center (NIAC) to the State of Nebraska as per the attached specifications for the contract period August 1, 2018 through July 31, 2019.

Vendor Contact: Bob Bonaventure
Phone: 571-237-5999
Fax: 703-556-4282

THIS IS THE FIFTH RENEWAL OF THE CONTRACT AS AMENDED. (07/23/18 ml)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	SOFTWARE	740,912.0000	$	1.0000	740,912.00
	(list components separately e.g., application, server OS, client software (if any), etc., including all licensing costs for software and users)				
2	GIS RUNTIME ENGINE	81,000.0000	$	1.0000	81,000.00
	ESRI ArcGIS runtime Engine (this is not a Memex license fee, and if the State has these licenses in place then this cost can be eliminated).				
3	IEPD	18,000.0000	$	1.0000	18,000.00
4	MEMEX INDEXING ENGINE	63,000.0000	$	1.0000	63,000.00
	Memex Indexing Load Engine				
5	14 DATA SOURCES SOFTWARE	140,000.0000	$	1.0000	140,000.00
	Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS (list the cost for each of the 22 sources in section IV (H) 3 separately to allow the State to modify the number of sources connected in the interest of schedule and cost). Do not include costs for the 3 optional items, Slueth, SAR, NDex.				
6	14 DATA SOURCES INTEGRATION	378,000.0000	$	1.0000	378,000.00
	Integration services cost Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS				

$27,000 per data source excluding the following data sources: NCJIS, Penlink and AFIS.

7/26/18

BUYER

MATERIEL ADMINISTRATOR 7/26/18

R42500|NISK0002|NISK0002 20150901

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

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2 of 3	07/23/18	
BUSINESS UNIT	BUYER	**CONTRACT NUMBER**
64904398	NANCY STORANT (AS)	**42186 O4**
VENDOR NUMBER: 1933436		

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
7	DATA SOURCE TESTING Integration services cost Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS $9,000.00 per data source testing.	126,000.0000	$	1.0000	126,000.00
8	INTEGRATE NCJIS, PENLINK, AFIS Integration services cost Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS $36,000 per data source for NCJIS, Penlink and AFIS (includes testing).	108,000.0000	$	1.0000	108,000.00
9	PROJECT MANAGEMENT TEAM Memex Team Project Management, Data Integration Quality Assurance, and Risk Management.	247,500.0000	$	1.0000	247,500.00
10	SURE START IMPLEMENTATION Memex Intelligence Sure Start Implementation (IMS Integration Services)	126,000.0000	$	1.0000	126,000.00
11	TRAINING Training System Administrator Training (includes preparation) End User/Train-the-Trainer (includes preparation) Data interface training (includes preparation)	36,000.0000	$	1.0000	36,000.00
12	1ST YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	180,000.0000	$	1.0000	180,000.00
13	2ND YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	180,000.0000	$	1.0000	180,000.00
14	3RD YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	180,000.0000	$	1.0000	180,000.00
15	4TH YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	180,000.0000	$	1.0000	180,000.00
16	5TH YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	190,000.0000	$	1.0000	190,000.00
17	CUSTOMIZING HOURS X 100 Costs for customized programming (per hour)	18,500.0000	$	1.0000	18,500.00
18	COMP STAT MODULE	36,000.0000	$	1.0000	36,000.00

BUYER INITIALS

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3 of 3	07/23/18	
BUSINESS UNIT	BUYER	**CONTRACT NUMBER**
64904398	NANCY STORANT (AS)	**42186 O4**
VENDOR NUMBER: 1933436		

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	Comp Stat Module - state number of users and total cost				
19	STATEWIDE IMS APPLICATION LICENSE	925,000.0000	$	1.0000	925,000.00
	Payment Schedule				
	$235,000.00 - December 27, 2010				
	$500,000.00 - June 2011				
	$190,000.00 - December 31, 2011				
	Total Order				**3,953,912.00**

BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AWARD

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CONTRACT NUMBER
42186 O4

VENDOR NUMBER: 1933436

VENDOR ADDRESS:

MEMEX INC
22636 DAVIS DR STE 130
STERLING VA 20164-4492

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

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Original/Bid Document 2935 Z1

Contract to supply and deliver a Turnkey Solution for Software Systems to be used in Conjunction with its Fusion Center Operations at the Nebraska Information and Analysis Center (NIAC) to the State of Nebraska as per the attached specifications for the contract period August 1, 2017 through July 31, 2018.   The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Bob Bonaventure
Phone: 571-237-5999
Fax: 703-556-4282

THIS IS THE FOURTH RENEWAL OF THE CONTRACT AS AMENDED. (7/31/17 sc)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	SOFTWARE	740,912.0000	$	1.0000	740,912.00
	(list components separately e.g., application, server OS, client software (if any), etc., including all licensing costs for software and users)				
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	ESRI ArcGIS runtime Engine (this is not a Memex license fee, and if the State has these licenses in place then this cost can be eliminated).				
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6	14 DATA SOURCES INTEGRATION	378,000.0000	$	1.0000	378,000.00
	Integration services cost Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS				

8/1/17
PK

BUYER

MATERIEL ADMINISTRATOR

1 AUG 2017

STATE OF NEBRASKA SERVICE CONTRACT AWARD

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	$27,000 per data source excluding the following data sources: NCJIS, Penlink and AFIS.				
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	Integration services cost Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS				
	$36,000 per data source for NCJIS, Penlink and AFIS (includes testing).				
9	PROJECT MANAGEMENT TEAM	247,500.0000	$	1.0000	247,500.00
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10	SURE START IMPLEMENTATION	126,000.0000	$	1.0000	126,000.00
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15	4TH YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	180,000.0000	$	1.0000	180,000.00
16	5TH YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	190,000.0000	$	1.0000	190,000.00
17	CUSTOMIZING HOURS X 100	18,500.0000	$	1.0000	18,500.00
	Costs for customized programming (per hour)				

BUYER INITIALS

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STATE OF NEBRASKA SERVICE CONTRACT AWARD

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3 of 3	07/31/17
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VENDOR NUMBER: 1933436

CONTRACT NUMBER
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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
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	Comp Stat Module - state number of users and total cost				
19	STATEWIDE IMS APPLICATION LICENSE	925,000.0000	$	1.0000	925,000.00
	Payment Schedule				
	$235,000.00 - December 27, 2010				
	$500,000.00 - June 2011				
	$190,000.00 - December 31, 2011				

Total Order   **3,953,912.00**

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1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 1 of 3	ORDER DATE 07/11/16
BUSINESS UNIT 64904398	BUYER NANCY STORANT (AS)

VENDOR NUMBER: 1933436

CONTRACT NUMBER
42186 O4

VENDOR ADDRESS:

MEMEX INC
22636 DAVIS DR STE 130
STERLING VA 20164-4492

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

AUGUST 1, 2016 THROUGH JULY 31, 2017

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 2935 Z1

Contract to supply and deliver a Turnkey Solution for Software Systems to be used in Conjunction with its Fusion Center Operations at the Nebraska Information and Analysis Center (NIAC) to the State of Nebraska as per the attached specifications for the contract period August 1, 2016 through July 31, 2017.   The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Bob Bonaventure
Phone: 571-237-5999
Fax: 703-556-4282

THIS IS THE THIRD RENEWAL OF THE CONTRACT AS AMENDED. (07/11/16 ss)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	SOFTWARE (list components separately e.g., application, server OS, client software (if any), etc., including all licensing costs for software and users)	740,912.0000	$	1.0000	740,912.00
2	GIS RUNTIME ENGINE ESRI ArcGIS runtime Engine (this is not a Memex license fee, and if the State has these licenses in place then this cost can be eliminated).	81,000.0000	$	1.0000	81,000.00
3	IEPD	18,000.0000	$	1.0000	18,000.00
4	MEMEX INDEXING ENGINE Memex Indexing Load Engine	63,000.0000	$	1.0000	63,000.00
5	14 DATA SOURCES SOFTWARE Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS (list the cost for each of the 22 sources in section IV (H) 3 separately to allow the State to modify the number of sources connected in the interest of schedule and cost). Do not include costs for the 3 optional items, Slueth, SAR, NDex.	140,000.0000	$	1.0000	140,000.00
6	14 DATA SOURCES INTEGRATION Integration services cost Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS	378,000.0000	$	1.0000	378,000.00

BUYER KS/PK 7/13/16

MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

VENDOR NUMBER: 1933436

CONTRACT NUMBER
42186 O4

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	$27,000 per data source excluding the following data sources: NCJIS, Penlink and AFIS.				
7	DATA SOURCE TESTING	126,000.0000	$	1.0000	126,000.00
	Integration services cost Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS				
	$9,000.00 per data source testing.				
8	INTEGRATE NCJIS, PENLINK, AFIS	108,000.0000	$	1.0000	108,000.00
	Integration services cost Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS				
	$36,000 per data source for NCJIS, Penlink and AFIS (includes testing).				
9	PROJECT MANAGEMENT TEAM	247,500.0000	$	1.0000	247,500.00
	Memex Team Project Management, Data Integration Quality Assurance, and Risk Management.				
10	SURE START IMPLEMENTATION	126,000.0000	$	1.0000	126,000.00
	Memex Intelligence Sure Start Implementation (IMS Integration Services)				
11	TRAINING	36,000.0000	$	1.0000	36,000.00
	Training				
	System Administrator Training (includes preparation) End User/Train-the-Trainer (includes preparation) Data interface training (includes preparation)				
12	1ST YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	180,000.0000	$	1.0000	180,000.00
13	2ND YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	180,000.0000	$	1.0000	180,000.00
14	3RD YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	180,000.0000	$	1.0000	180,000.00
15	4TH YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	180,000.0000	$	1.0000	180,000.00
16	5TH YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	190,000.0000	$	1.0000	190,000.00
17	CUSTOMIZING HOURS X 100	18,500.0000	$	1.0000	18,500.00
	Costs for customized programming (per hour)				

BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
3 of 3	07/11/16
BUSINESS UNIT	BUYER
64904398	NANCY STORANT (AS)

VENDOR NUMBER: 1933436

CONTRACT NUMBER
42186 O4

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
18	COMP STAT MODULE Comp Stat Module - state number of users and total cost	36,000.0000	$	1.0000	36,000.00
19	STATEWIDE IMS APPLICATION LICENSE Payment Schedule $235,000.00 - December 27, 2010 $500,000.00 - June 2011 $190,000.00 - December 31, 2011	925,000.0000	$	1.0000	925,000.00

Total Order 3,953,912.00

BUYER INITIALS

R43500|NISK0002|NISK0002 20150901

STATE OF NEBRASKA SERVICE CONTRACT AWARD

PAGE	ORDER DATE
1 of 4	07/27/15
BUSINESS UNIT	BUYER
64904398	NANCY STORANT (AS)

CONTRACT NUMBER
42186 O4

VENDOR NUMBER: 1933436

VENDOR ADDRESS:

MEMEX INC
22636 DAVIS DR STE 130
STERLING VA 20164-4492

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

AUGUST 01, 2015 THROUGH JULY 31, 2016

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 2935 Z1
Contract to supply and deliver a Turnkey Solution for Software Systems to be used in Conjunction with its Fusion Center Operations at the Nebraska Information and Analysis Center (NIAC) to the State of Nebraska as per the attached specifications for the contract period August 1, 2015 through July 31, 2016. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

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 mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor, by signature to the Request For Proposal, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

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/lb403/attestation_form.pdf>
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.

7/31/15

BUYER

MATERIEL ADMINISTRATOR

R43500NSK0002 100416

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
42186 O4

The contract resulting from the Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Request for Proposal form and the Contractor' s proposal;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a 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 Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request For Proposal form and the Contractor' s proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once Requests for Proposal are opened they become the property of the State of Nebraska and will not be returned.

It is understood by the parties that in the State of Nebraska' s opinion, any limitation on the contractor' s liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor' s bid response.

Vendor Contact: Bob Bonaventure
Phone: 571-237-5999
Fax: 703-556-4282

THIS IS THE SECOND RENEWAL OF THE CONTRACT AS AMENDED. (07/27/15 djo)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	Software (list components separately e.g., application, server OS, client software (if any), etc., including all licensing costs for software and users)	740,912.0000	$	1.0000	740,912.00
2	GIS RUNTIME ENGINE ESRI ArcGIS runtime Engine (this is not a Memex license fee, and if the State has these licenses in place then this cost can be eliminated).	81,000.0000	$	1.0000	81,000.00
3	IEPD	18,000.0000	$	1.0000	18,000.00
4	Memex Indexing engine Memex Indexing Load Engine	63,000.0000	$	1.0000	63,000.00
5	14 Data Sources Software Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS (list the cost for each of the 22 sources in section IV (H) 3 separately to allow the State to modify the number of sources connected in the interest of schedule and cost). Do not include costs for the 3 optional items, Slueth, SAR, NDex.	140,000.0000	$	1.0000	140,000.00

BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AWARD

PAGE	ORDER DATE
3 of 4	07/27/15
BUSINESS UNIT	BUYER
64904398	NANCY STORANT (AS)

VENDOR NUMBER: 1933436

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
42186 O4

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
6	14 Data Sources Integration Integration services cost Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS $27,000 per data source excluding the following data sources: NCJIS, Penlink and AFIS.	378,000.0000	$	1.0000	378,000.00
7	Data Source testing Integration services cost Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS $9,000.00 per data source testing.	126,000.0000	$	1.0000	126,000.00
8	INTEGRATE NCJIS, PENLINK, AFIS Integration services cost Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS $36,000 per data source for NCJIS, Penlink and AFIS (includes testing).	108,000.0000	$	1.0000	108,000.00
9	Project Management Team Memex Team Project Management, Data Integration Quality Assurance, and Risk Management.	247,500.0000	$	1.0000	247,500.00
10	Sure Start Implementation Memex Intelligence Sure Start Implementation (IMS Integration Services)	126,000.0000	$	1.0000	126,000.00
11	Training Training System Administrator Training (includes preparation) End User/Train-the-Trainer (includes preparation) Data interface training (includes preparation)	36,000.0000	$	1.0000	36,000.00
12	1ST YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	180,000.0000	$	1.0000	180,000.00
13	2ND YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	180,000.0000	$	1.0000	180,000.00
14	3RD YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	180,000.0000	$	1.0000	180,000.00
15	4TH YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	180,000.0000	$	1.0000	180,000.00
16	5TH YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	190,000.0000	$	1.0000	190,000.00

BUYER INITIALS

R43500JNISK0002 100416

STATE OF NEBRASKA SERVICE CONTRACT AWARD

PAGE 4 of 4	ORDER DATE 07/27/15
BUSINESS UNIT 64904398	BUYER NANCY STORANT (AS)

VENDOR NUMBER: 1933436

CONTRACT NUMBER
42186 O4

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
17	CUSTOMIZING HOURS X 100 Costs for customized programming (per hour)	18,500.0000	$	1.0000	18,500.00
18	Comp Stat Module Comp Stat Module - state number of users and total cost	36,000.0000	$	1.0000	36,000.00
19	STATEWIDE IMS APPLICATION LICENSE Payment Schedule $235,000.00 - December 27, 2010 $500,000.00 - June 2011 $190,000.00 - December 31, 2011	925,000.0000	$	1.0000	925,000.00

Total Order   **3,953,912.00**

BUYER INITIALS

R 43500JNISK0002 100416

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

PAGE 1 of 3	ORDER DATE 05/29/15
BUSINESS UNIT 64904398	BUYER NANCY STORANT (AS)

VENDOR NUMBER: 1933436

VENDOR ADDRESS:

MEMEX INC
22636 DAVIS DR STE 130
STERLING VA 20164-4492

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
42186 O4

THE CONTRACT PERIOD IS:

AUGUST 01, 2014 THROUGH JULY 31, 2015

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 2935 Z1

Contract to supply and deliver a Turnkey Solution for Software Systems to be used in Conjunction with its Fusion Center Operations at the Nebraska Information and Analysis Center (NIAC) to the State of Nebraska as per the attached specifications for the contract period August 1, 2014 through July 31, 2015. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

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 mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor, by signature to the Request For Proposal, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

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/lb403/attestation_form.pdf>
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 require 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

_____
BUYER

_____
MATERIEL ADMINISTRATOR

6-3-15

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

PAGE 2 of 3	ORDER DATE 05/29/15	State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508
BUSINESS UNIT 64904398	BUYER NANCY STORANT (AS)	Telephone: (402) 471-6500 Fax: (402) 471-2089

VENDOR NUMBER: 1933436

CONTRACT NUMBER
42186 O4

disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract resulting from the Request for Proposal shall incorporate the following documents:
1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Request for Proposal form and the Contractor' s proposal;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a 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 Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request For Proposal form and the Contractor' s proposal 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.
Once Requests for Proposal are opened they become the property of the State of Nebraska and will not be returned.

It is understood by the parties that in the State of Nebraska' s opinion, any limitation on the contractor' s liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor' s bid response.

Vendor Contact: Bob Bonaventure
Phone: 571-237-5999
Fax: 703-556-4282

THIS IS THE FIRST RENEWAL OF THE CONTRACT AS AMENDED. (08/19/2014 ked)

AMENDMENT FOUR (4) AS ATTACHED. (05/29/15 djo)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
2	GIS RUNTIME ENGINE ESRI ArcGIS runtime Engine (this is not a Memex license fee, and if the State has these licenses in place then this cost can be eliminated).	81,000.0000	$	1.0000	81,000.00
8	INTEGRATE NCJIS, PENLINK, AFIS Integration services cost Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS $36,000 per data source for NCJIS, Penlink and AFIS (includes testing).	108,000.0000	$	1.0000	108,000.00
12	1ST YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	180,000.0000	$	1.0000	180,000.00
13	2ND YEAR AFTER 2 YEAR WARRANTY	180,000.0000	$	1.0000	180,000.00

BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

PAGE 3 of 3	ORDER DATE 05/29/15
BUSINESS UNIT 64904398	BUYER NANCY STORANT (AS)

VENDOR NUMBER: 1933436

CONTRACT NUMBER
42186 O4

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	PERIOD EXPIRES				
14	3RD YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	180,000.0000	$	1.0000	180,000.00
15	4TH YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	180,000.0000	$	1.0000	180,000.00
16	5TH YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	190,000.0000	$	1.0000	190,000.00
17	CUSTOMIZING HOURS X 100 Costs for customized programming (per hour)	18,500.0000	$	1.0000	18,500.00
	Total Order				**1,117,500.00**

BUYER INITIALS

R43600|3NSK0002 100413

AMENDMENT FOUR
42186 O4
Turnkey Solution for Software Systems for the State of Nebraska
Between
The State of Nebraska and Memex Inc

This Amendment (the "Amendment") is made by the State of Nebraska and Memex Inc, parties to Contract 42186 O4 (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

Section III. EE. Performance Bond is hereby amended and replaced with the following:

EE. PERFORMANCE BOND
The selected contractor will be required to supply a certified check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the certified check or bond must be $529,728.00. The check or bond will guarantee that the selected contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or certified check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska

By: _____

Name: Bo Botelho

Title: Materiel Administrator

Date: 6-3-15

Contractor: Memex Inc

By: _____

Name: _____

Title: _____

Date: May 22, 2015

John Boswell
Executive Vice President and
Chief Legal Officer
SAS Institute Inc.

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
1 of 3	08/19/14
BUSINESS UNIT	BUYER
64904398	NANCY STORANT (AS)

VENDOR NUMBER: 1933436

VENDOR ADDRESS:

MEMEX INC
22636 DAVIS DR STE 130
STERLING VIRGINIA 20164-4492

CONTRACT NUMBER
42186 O4

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

AUGUST 01, 2014 THROUGH JULY 31, 2015

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 2935 Z1

Contract to supply and deliver a Turnkey Solution for Software Systems to be used in Conjunction with its Fusion Center Operations at the Nebraska Information and Analysis Center (NIAC) to the State of Nebraska as per the attached specifications for the contract period August 1, 2014 through July 31, 2015. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>
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 mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
The contractor, by signature to the Request For Proposal, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.
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/lb403/attestation_form.pdf>
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 require 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.

The contract resulting from the Request for Proposal shall incorporate the following documents:
1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;

BUYER

MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
2 of 3	08/19/14
BUSINESS UNIT	BUYER
64904398	NANCY STORANT (AS)

VENDOR NUMBER: 1933436

CONTRACT NUMBER
42186 O4

3. The signed Request for Proposal form and the Contractor's proposal;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a 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 Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request For Proposal form and the Contractor's proposal 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.
Once Requests for Proposal are opened they become the property of the State of Nebraska and will not be returned.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor's bid response.

Vendor Contact: Bob Bonaventure
Phone: 571-237-5999
Fax: 703-556-4282

THIS IS THE FIRST RENEWAL OF THE CONTRACT AS AMENDED. (08/19/2014 ked)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
2	GIS RUNTIME ENGINE	81,000.0000	$	1.0000	81,000.00
	ESRI ArcGIS runtime Engine (this is not a Memex license fee, and if the State has these licenses in place then this cost can be eliminated).				
8	INTEGRATE NCJIS, PENLINK, AFIS	108,000.0000	$	1.0000	108,000.00
	Integration services cost Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS				
	$36,000 per data source for NCJIS, Penlink and AFIS (includes testing).				
12	1ST YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	180,000.0000	$	1.0000	180,000.00
13	2ND YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	180,000.0000	$	1.0000	180,000.00
14	3RD YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	180,000.0000	$	1.0000	180,000.00

BUYER INITIALS

R43500JNISIK0002 100416

STATE OF NEBRASKA SERVICE CONTRACT AWARD

PAGE	ORDER DATE
3 of 3	08/19/14
BUSINESS UNIT	BUYER
64904398	NANCY STORANT (AS)

VENDOR NUMBER: 1933436

CONTRACT NUMBER
42186 O4

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
15	4TH YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	180,000.0000	$	1.0000	180,000.00
16	5TH YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	190,000.0000	$	1.0000	190,000.00
17	CUSTOMIZING HOURS X 100 Costs for customized programming (per hour)	18,500.0000	$	1.0000	18,500.00
	Total Order				**1,117,500.00**

BUYER INITIALS

R43500|NISK0002 100416

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

PAGE	ORDER DATE
1 of 3	07/31/13
BUSINESS UNIT	BUYER
64904398	NANCY STORANT (AS)

VENDOR NUMBER: 1933436

CONTRACT NUMBER
42186 O4

VENDOR ADDRESS:

MEMEX INC
22636 DAVIS DR STE 130
STERLING VIRGINIA 20164-4492

THE CONTRACT PERIOD IS:

MAY 01, 2010 THROUGH JULY 31, 2014

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original Contract/Bid Document 2935 Z1
Contract to provide a Turnkey Solution for Software Systems to be used in Conjuction with its Fusion Center Operations at the Nebraska Information and Analysis Center (NIAC) to the State of Nebraska, Nebraska State Patrol, for a period effective May 1, 2010 through July 31, 2014 with the option to renew for five (5), one (1) year periods as mutually agreed upon by all parties.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: http://www.das.state.ne.us/accounting/forms/achenrol.pdf

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean 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 a newly hired 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 www.das.state.ne.us.
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 require 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.

The contract shall incorporate the following previously submitted documents:
1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal.

BUYER

MATERIEL ADMINISTRATOR

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

PAGE 2 of 3	ORDER DATE 07/31/13
BUSINESS UNIT 64904398	BUYER NANCY STORANT (AS)

CONTRACT NUMBER
42186 O4

VENDOR NUMBER: 1933436

Vendor Contact: Bob Bonaventure
Phone: 571-237-5999
Fax: 703-556-4282

AMENDMENT ONE (1): Contract is hereby amended to remove extraneous text from lines 6-8. Removed from each of the lines is as follows: "(list the cost for each of the 22 sources in section IV (H) 3 separately to allow the State to modify the number of sources connected in the interest of schedule and cost). Do not include costs for the 3 optional items: Slueth, SAR and NDex." Amendment One (1); also amends contract to add Line 19, the optional statewide IMS Aplication License as originally bid. (12/14/10 djg)

AMENDMENT TWO (2): Contract is hereby amended to provide three (3) additional months to complete the initial work (i.e. July 31, 2012) and to provide for the two (2) year warranty period (August 01, 2012 through July 31, 2014). (04/26/12 jh)

AMENDMENT THREE as attached. (07/31/13 bl)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	Software	740,912.0000	$	1.0000	740,912.00
	(list components separately e.g., application, server OS, client software (if any), etc., including all licensing costs for software and users)				
2	GIS Runtime engine	81,000.0000	$	1.0000	81,000.00
	ESRI ArcGIS runtime Engine (this is not a Memex license fee, and if the State has these licenses in place then this cost can be eliminated).				
6	14 Data Sources Integration	378,000.0000	$	1.0000	378,000.00
	Integration services cost Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS				
	$27,000 per data source excluding the following data sources: NCJIS, Penlink and AFIS.				
7	Data Source testing	126,000.0000	$	1.0000	126,000.00
	Integration services cost Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS				
	$9,000.00 per data source testing.				
8	Integrate NCJIS, Penlink, AFIS	108,000.0000	$	1.0000	108,000.00
	Integration services cost Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS				
	$36,000 per data source for NCJIS, Penlink and AFIS (includes testing).				
9	Project Management Team	247,500.0000	$	1.0000	247,500.00
	Memex Team Project Management, Data Integration Quality Assurance, and Risk Management.				
11	Training Training	36,000.0000	$	1.0000	36,000.00
	System Administrator Training (includes preparation)				

BUYER INITIALS

R43500JNISH0003 100416

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
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PAGE 3 of 3	ORDER DATE 07/31/13	
BUSINESS UNIT 64904398	BUYER NANCY STORANT (AS)	**CONTRACT NUMBER** 42186 O4

VENDOR NUMBER: 1933436

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	End User/Train-the-Trainer (includes preparation) Data interface training (includes preparation)				
12	1ST YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	180,000.0000	$	1.0000	180,000.00
13	2ND YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	180,000.0000	$	1.0000	180,000.00
14	3RD YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	180,000.0000	$	1.0000	180,000.00
15	4TH YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	180,000.0000	$	1.0000	180,000.00
16	5TH YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	190,000.0000	$	1.0000	190,000.00
17	CUSTOMIZING HOURS X 100	18,500.0000	$	1.0000	18,500.00
18	COMP STAT MODULE Comp Stat Module - state number of users and total cost	36,000.0000	$	1.0000	36,000.00
19	STATEWIDE IMS APPLICATION LICENSE Payment Schedule $235,000.00 - December 27, 2010 $500,000.00 - June 2011 $190,000.00 - December 31, 2011	925,000.0000	$	1.0000	925,000.00

Total Order   **3,606,912.00**

BUYER INITIALS

R43500|NISH0003 100416

AMENDMENT NO. ~~1~~ 3
TO
NEBRASKA STATE CONTRACT NUMBER 42186 04 ("Contract")

Customer name and address: State of Nebraska, Department of Administrative Services ("Customer")
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

WHEREAS, Memex Inc. ("Memex") and Customer previously agreed to perform services pursuant to the Contract, which agreement is comprised of, among other things, a Software License and Services Agreement ("SLSA");

WHEREAS each of the parties desire to modify the terms of the Contract as set forth herein, in consideration of further benefits to each;

NOW, THEREFORE, notwithstanding any provisions to the contrary contained in the Contract, the parties hereby agree as follows:

1. The recitals set forth above are incorporated into this Amendment. Capitalized terms not otherwise defined herein shall have the meanings assigned in the Contract.

2. The Contract is hereby amended by adding the following additional section:

   I. With respect to any Services provided by Memex pursuant to any Contract Documents, Memex grants Customer a limited nonexclusive, nontransferable, non-assignable, royalty-free license to use any documentation, computer code or other materials included in any Deliverables and delivered by Memex in connection with the Services (collectively, "Work Product"), but only with the Software with which the Work Product operates and only for as long as Customer maintains a license for such Software. Nothing herein shall be construed as granting Customer a license to any Memex or SAS Institute Inc. ("SAS") Software, which shall be licensed separately pursuant to a license agreement between Memex (or SAS) and Customer. Memex has no obligation to provide continued support or maintenance for any Work Product or Deliverable. Ownership of the Work Product, including any intellectual property embodied therein, and any techniques, skills, concepts or know-how that are utilized or developed while performing the Services remains with Memex or its licensors.

3. Sections 5.2 and 5.3 of the SLSA are hereby deleted in its entirety. The following shall be added as a new section to the Contract:

   II. Warranties by Memex (Software); Remedies.

   II.1 Warranties for Software. Memex warrants that it has the right to license the Software to Customer. The exclusive remedy for breach of this warranty is set forth in Section 5.1 (Infringement Indemnification).

   II.2 Remedies (Software). Memex warrants that each production release of the Software shall substantially conform to its documentation including any updates thereto, and the Software and the media on which it is installed shall be free of software viruses when received by Customer. As the exclusive remedy for breach of these warranties, Memex, at its option, shall: (a) repair the Software; (b) replace the Software; or (c) terminate the Software license and refund the fees paid for the Software at issue during the then-current license period.

   II.3 Warranty Disclaimers. MEMEX AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING AS A RESULT OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MEMEX AND ITS LICENSORS DO NOT WARRANT OR REPRESENT THAT THE SOFTWARE WILL RESULT IN COMPLIANCE, FULFILLMENT OR CONFORMITY WITH THE LAWS, RULES, REGULATIONS, REQUIREMENTS OR GUIDELINES OF ANY GOVERNMENTAL AGENCY. MEMEX'S LICENSORS PROVIDE THEIR SOFTWARE "AS IS." NOTHING IN THIS SUBSECTION NEGATES THE EXPRESS WARRANTIES MEMEX PROVIDES IN THE AGREEMENT.

   III. Warranties by Memex (Services); Remedies.

   Memex warrants that any Services provided by it under the Contract Documents will be performed by qualified personnel in a workmanlike manner and in accordance with the requirements which may be set forth in the corresponding Contract Documents. The

exclusive remedy for breach of this warranty is the refund of fees paid for the Services at issue. Memex warrants that it has the right to license any Work Product to Customer. The exclusive remedy for breach of this warranty is provided in Section 5.1 of the SLSA addressing Memex's indemnification obligations for intellectual property infringement claims. Memex's indemnification obligations and the disclaimers of warranty and exclusions of consequential damages and limitations of liability contained in Section 5.1 of the SLSA also apply to any Work Product and Services provided pursuant to any Contract Documents. For purposes of Services provided under any Contract Documents, with respect to Memex's indemnification obligations and the limitations of liability contained in this Agreement, the term "Work Product" shall replace references to "Software" or any other defined term for the Memex software products licensed under the SLSA.

4. Section 7.5 of the SLSA is hereby deleted in its entirety. The following shall be added as a new section to the Contract.

    III.   **Limitation of Liability.**

    THE TOTAL AMOUNT CUSTOMER MAY RECOVER FOR ANY CLAIMS OR DAMAGES RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR RELIANCE DAMAGES (ARISING IN TORT, CONTRACT, OR OTHERWISE) IS LIMITED IN THE AGGREGATE TO THE FEES PAID FOR THE SOFTWARE AT ISSUE DURING THE RELEVANT LICENSE PERIOD AND FOR THE SERVICES AT ISSUE.

5. Except as herein modified, all terms and conditions of the Contract, including any Contract Documents remain in full force and effect. This Amendment represents the parties' complete and exclusive statement on the subject matter herein. Any modifications must be in writing and signed by both parties.

Accepted by:

Customer:	State of Nebraska, Department of Administrative Services	Memex Inc.	

By _____Bo Botelho_____   By _____CBryson_____
    Authorized signature   Authorized signature

    Bo Botelho   CHRISTOPHER P. BYRON
    Name (type or print)   Name (type or print)

    Materiel Administrator   VICE PRESIDENT, TAX
    Title   Title

On   _7/31/2013_   On   _7/23/13_
    Date   Date

(LBF LEGAL stamp)

**Attachment A
To
Service Contract Amendment ("Amendment")
To
Contract Number 42186 04 ("Contract")**

The following terms and conditions shall be considered part of the above referenced Service Contract Amendment and shall also be considered be a "Contract Document" as defined in the Contract.

1. **Description of Services and Acceptance Process**

   1.1 Description. Memex Inc. ("Memex") will provide the State of Nebraska, Information Analysis Center ("Customer") certain services and training ("Services"), and related deliverables ("Deliverables"), which are more fully described in Attachment B. The Services will be provided on a Fixed Price basis. As used herein, the term "Fixed Price" means a pre-defined project model where Memex provides Services for a set fee within the estimated time period identified below. The Services will not include continued support or maintenance of any Deliverable or Work Product unless such support or maintenance is detailed below. Memex estimates that the Services will be completed Forty Five (45) days from the date of the Contract Award.

   1.2 Acceptance Process. Each party agrees to respond to the other in a timely fashion when acceptance of a Deliverable is pending. After delivery, Customer will accept or reject a Deliverable within ten (10) business days, or such other time frame with respect to such Deliverable as may be specified on Exhibit A. Failure to reject a Deliverable within this time frame will constitute acceptance of the Deliverable. Notice of Customer's rejection of the Deliverable shall be provided to Memex in writing and shall specify the nature and scope of the deficiencies. In the case of rejection of the Deliverable, the parties agree to adhere to the following timeframes whenever reasonably possible in order to meet the schedule set forth above: Memex will use reasonable efforts to respond to Customer within five (5) business days after receipt of the rejection notice describing the manner and timeframe in which SAS proposes to correct any deficiencies, or by actually correcting the deficiencies. In the former case, Customer will use reasonable efforts to accept Memex's proposal for correcting any deficiencies within five (5) business days after receipt of Memex's proposal. Upon Memex's delivery of the corrected Deliverable, Customer will use reasonable efforts to accept the Deliverable within five (5) business days. If Customer does not accept a Deliverable or Memex's proposal for correcting any deficiencies, Memex may terminate the Service.

Fixed Fee, Progress Payments, Travel and Living Expenses, Invoicing

The parties acknowledge and agree that the Services solely as described on Attachment B are included within the fees referenced in Contract Number 42186 04 (as previously amended) and Memex will not further charge Customer any additional fees, including travel or other expenses, for the provision of such Services.

Fixed Fee and Progress Payments.

Deliverables	Progress Payment	Payment Due Date
	N/A	N/A
Total Fixed Fee: $0.00		

[SIGNATURES FOLLOW]

Accepted by:

State of Nebraska, Department of
Administrative Services

Bo Botello /bp
Authorized signature

Bo Botelho
Name (type or print)

Materiel Administrator
Title

7/31/2013
Date

Memex Inc.

By _____
Authorized signature

CHRISTOPHER P. BYRON
Name (type or print)

VICE PRESIDENT, TAX
Title

On
7/23/13
Date

LBF
LEGAL

Attachment B
To
Service Contract Amendment ("Amendment")
To
Contract Number 42186 04 ("Contract")

Description of Services -- Confidential Informant ("CI") Management Solution

TASK	DELIVERABLE	ACCEPTANCE CRITERIA
Solution Introduction / Security Supervisory Assessment Memex will present to Customer an overview of the entire CI Management Solution geared towards educating the project team on the overall operational and administrative capabilities of the solution. In addition, Memex will identify the areas of Customer's system that will, upon collaboration with Memex, include security group definition, user community and supervisory structure.	**CI Management Solution Security Model Document.** This document will detail the respective role and security groups that will support Customer's implementation of the module.	This task will be deemed to be complete when Customer has received the Deliverable.
CI Management Solution Delivery SAS will integrate the CI Management Solution into the existing NFIN solution's production environment with mutually agreeable specific changes applied. In addition Memex will execute appropriate test scripts for the NFIN specific configuration.	A tested **NFIN CI Management Solution.**	This task will be deemed complete when Memex determines an end user with the appropriate permissions can log onto the NFIN solution's production environment and access the CI Management Solution.
Training Memex will provide a 20 minute familiarization video Customer and a two (2) one day training sessions, each such session not to exceed eight (8) hours, covering the delivered Confidential Informant Management Solution. One training session will be provided on a mutually agreeable date in July 2013 and another will be conducted on a date mutually agreed upon by Customer and Memex.	**Training Acceptance Form** This document will identify the date and time training took place and the topics covered.	Notwithstanding the Acceptance Procedures, this task will be deemed to be complete when the video and training sessions have been provided to Customer. Customer will sign the Training Acceptance Form upon completion of the training services.
CIMS Project Management SAS will provide a Project Manager to oversee the project. The project manager will be responsible for coordinating tasks, resources and schedules between NIAC and SAS and to ensure timely delivery of the overall project.	**Project Completion Form**	Notwithstanding the Acceptance Procedures, this task will be deemed to be complete when all CIMS tasks have met their acceptance criteria. Customer will sign and return the project completion form upon completion of all services.

TASK	DELIVERABLE	ACCEPTANCE CRITERIA
Integrate Gang Component Features Install new gang related software modules, and implement and test gang related configuration changes in the existing NFIN Solution. Memex will execute appropriate test scripts for the gang NFIN specific configuration.	**Installation of Integrated Gang Components Configuration**	This task will be deemed to be complete when Memex determines a user with the appropriate permissions can log on to the existing NFIN solution and access the gang related functionality.
Training Memex will provide a 15 minute familiarization video and four (4) 90 minute recorded webinar training sessions covering all workflow related to the new gang related features within the existing NFIN Solution. Each webinar video will address the same material.	**Training Acceptance Form** This document will identify the date and time training took place and the topics covered.	Notwithstanding the Acceptance Procedures, this task will be deemed to be complete when the video and training sessions have been provided to Customer. Customer will sign the Training Acceptance Form upon completion of the training services.
Gangs Project Management SAS will provide a Project Manager to oversee the Gangs project. The project manager will be responsible for coordinating tasks, resources and schedules between NIAC and SAS and to ensure timely delivery of the overall project.	**Project Completion Form**	Notwithstanding the Acceptance Procedures, this task will be deemed to be complete when all CIMS tasks have met their acceptance criteria. Customer will sign and return the project completion form upon completion of all services.

ASSUMPTIONS AND RESPONSIBILITES

The success and timely delivery of these services is dependent upon the timely access to appropriate people, responsiveness of all parties and a shared understanding of the tasks. The Memex team will include various as-needed Consultants and a Project Manager. From time to time Memex personnel may require access to and assistance from IT and networking staff at each of the agencies contributing data to Customer.

The following is a list of specific assumptions and responsibilities necessary for the successful and timely delivery of the services:

1. All testing must be performed and feedback from Customer provided to Memex by mutually agreeable dates to ensure enough time is allocated to address any anomalies associated with the CIMS or Gang feature functionality.
2. These solution changes are reliant on the following technical prerequisites:
   a. The upgrade of the current NFIN solution environment to Patriarch 2.13.13 (or later)
   b. Patriarch 2.13.13 (or later) server resides on a Red Hat Enterprise Linux operating system environment
3. All required personnel with the appropriate knowledge concerning the management and supervision of confidential informants, knowledge of street gangs and the collection, investigation of street gang activity, will be present and available to Memex personnel to adequately obtain information for the proper configuration and set up of the solution(s) outlined in this document.
4. IT staff familiar with the NFIN solution and network will be made available as needed in a timely manner to answer questions and to make changes as required to support this project.

5. All discussions and work will be focused on obtaining information needed to provide for a successful deployment of the SAS Confidential Informant Management Solution (CIMS) and the integrated gang data management functionality only.
6. Memex will provide the Customer with a list of configurable options and guidance on how those options should be configured.
7. Due to the security rules and strict business rules contained within the Confidential Informant Management Solution the level of configurability is restricted to the following options
   a. Customer defined role groups related to CIMS
   b. Customer defined security groups related to CIMS
   c. Customer defined drop down values related to CIMS
   d. CIMS users homepage search settings
   e. Customer defined search logic for deconfliction or evaluation queries of existing NFIN databases
8. De-confliction and evaluation searches will only be implemented against current databases held within the existing NFIN solution. A change order will be required for any new databases that are added which may result in additional cost to the Customer.
9. Change requests that fall into the following categories will be denied:
   a. Requests that impact the inherent security rules, workflow or notification capabilities
   b. Requests that require a re-compile of the Confidential Information Management Solution source code
10. Memex will dedicate the appropriate resources to meet the identified deadline.
11. Memex will be responsible for all software installation and changes mutually agreed to by Customer and Memex.
12. Customer will provide Memex with the appropriate remote access to both the QA and productions environments.
13. Memex will ensure all personnel have had appropriate background checks completed to meet the requirements of the Nebraska State Patrol.
14. Memex will provide training for CIMS and the gang components to currently trained NFIN solution users. This training is not open to students who have not been previously trained in the NFIN solution
15. Testing will be conducted by Memex staff following the agreed upon test plan. Testing will be conducted prior to the execution of user training

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

PAGE 1 of 3	ORDER DATE 04/26/12
BUSINESS UNIT 64904398	BUYER ROBERT THOMPSON (AS)

VENDOR NUMBER: 1933436

VENDOR ADDRESS:

MEMEX, INC
22636 DAVIS DR STE 130
STERLING VIRGINIA 20164-4492

**CONTRACT NUMBER
42186 O4**

THE CONTRACT PERIOD IS:

MAY 01, 2010 THROUGH JULY 31, 2014

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

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1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: www.das.state.ne.us.
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 require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
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6. The Contractor's Proposal.

BUYER

MATERIEL ADMINISTRATOR

R43500|NISH0003 100416

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
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PAGE 2 of 3	ORDER DATE 04/26/12
BUSINESS UNIT 64904398	BUYER ROBERT THOMPSON (AS)

CONTRACT NUMBER
42186 O4

VENDOR NUMBER: 1933436

Vendor Contact: Bob Bonaventure
Phone: 571-237-5999
Fax: 703-556-4282

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	(list components separately e.g., application, server OS, client software (if any), etc., including all licensing costs for software and users)				
2	GIS Runtime engine	81,000.0000	$	1.0000	81,000.00
	ESRI ArcGIS runtime Engine (this is not a Memex license fee, and if the State has these licenses in place then this cost can be eliminated).				
6	14 Data Sources Integration	378,000.0000	$	1.0000	378,000.00
	Integration services cost Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS				
	$27,000 per data source excluding the following data sources: NCJIS, Penlink and AFIS.				
7	Data Source testing	126,000.0000	$	1.0000	126,000.00
	Integration services cost Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS				
	$9,000.00 per data source testing.				
8	Integrate NCJIS, Penlink, AFIS	108,000.0000	$	1.0000	108,000.00
	Integration services cost Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS				
	$36,000 per data source for NCJIS, Penlink and AFIS (includes testing).				
9	Project Management Team	247,500.0000	$	1.0000	247,500.00
	Memex Team Project Management, Data Integration Quality Assurance, and Risk Management.				
11	Training Training	36,000.0000	$	1.0000	36,000.00
	System Administrator Training (includes preparation) End User/Train-the-Trainer (includes preparation)				

BUYER INITIALS

R43500|NISH0003 100416

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

PAGE	ORDER DATE
3 of 3	04/26/12
BUSINESS UNIT	BUYER
64904398	ROBERT THOMPSON (AS)

VENDOR NUMBER: 1933436

CONTRACT NUMBER
42186 O4

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	Data interface training (includes preparation)				
12	1ST YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	180,000.0000	$	1.0000	180,000.00
13	2ND YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	180,000.0000	$	1.0000	180,000.00
14	3RD YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	180,000.0000	$	1.0000	180,000.00
15	4TH YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	180,000.0000	$	1.0000	180,000.00
16	5TH YEAR AFTER 2 YEAR WARRANTY PERIOD EXPIRES	190,000.0000	$	1.0000	190,000.00
17	CUSTOMIZING HOURS X 100	18,500.0000	$	1.0000	18,500.00
18	COMP STAT MODULE Comp Stat Module - state number of users and total cost	36,000.0000	$	1.0000	36,000.00
19	STATEWIDE IMS APPLICATION LICENSE Payment Schedule $235,000.00 - December 27, 2010 $500,000.00 - June 2011 $190,000.00 - December 31, 2011	925,000.0000	$	1.0000	925,000.00

Total Order 3,606,912.00

BUYER INITIALS

R43500|NISH0003 100416

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

PAGE	ORDER DATE
1 of 3	12/14/10
BUSINESS UNIT	BUYER
64904398	ROBERT THOMPSON (AS)

CONTRACT NUMBER
42186 O4

VENDOR NUMBER: 1933436

VENDOR ADDRESS:

MEMEX, INC
22636 DAVIS DR STE 130
STERLING VIRGINIA 20164-4492

THE CONTRACT PERIOD IS:

MAY 01, 2010 THROUGH APRIL 30, 2012

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM THE OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original Contract/Bid Document 2935 Z1

Contract to provide a Turnkey Solution for Software Systems to be used in Conjuction with its Fusion Center Operations at the Nebraska Information and Analysis Center (NIAC) to the State of Nebraska, Nebraska State Patrol, for a period effective May 1, 2010 through April 30, 2012 with the option to renew for five (5), one (1) year periods as mutually agreed upon by all parties.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: http://www.das.state.ne.us/accounting/forms/achenrol.pdf

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean 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 a newly hired 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: www.das.state.ne.us.
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 require 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.

The contract shall incorporate the following previously submitted documents:
1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and

BUYER

MATERIEL ADMINISTRATOR

R43500JNISH0003 100416

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

PAGE 2 of 3	ORDER DATE 12/14/10
BUSINESS UNIT 64904398	BUYER ROBERT THOMPSON (AS)

CONTRACT NUMBER
42186 O4

VENDOR NUMBER: 1933436

6. The Contractor's Proposal.

Vendor Contact: Bob Bonaventure
Phone: 571-237-5999
Fax: 703-556-4282

AMENDMENT ONE (1): Contract is hereby amended to remove extraneous text from lines 6-8. Removed from each of the lines is as follows: "(list the cost for each of the 22 sources in section IV (H) 3 separately to allow the State to modify the number of sources connected in the interest of schedule and cost). Do not include costs for the 3 optional items: Slueth, SAR and NDex." Amendment One (1); also amends contract to add Line 19, the optional statewide IMS Aplication License as originally bid. (12/14/10 djg)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	Software	740,912.0000	$	1.0000	740,912.00

(list components separately e.g., application, server OS, client software (if any), etc., including all licensing costs for software and users)

| 2 | GIS Runtime engine | 81,000.0000 | $ | 1.0000 | 81,000.00 |

ESRI ArcGIS runtime Engine (this is not a Memex license fee, and if the State has these licenses in place then this cost can be eliminated).

| 6 | 14 Data Sources Integration | 378,000.0000 | $ | 1.0000 | 378,000.00 |

Integration services cost Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS

$27,000 per data source excluding the following data sources: NCJIS, Penlink and AFIS.

| 7 | Data Source testing | 126,000.0000 | $ | 1.0000 | 126,000.00 |

Integration services cost Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS

$9,000.00 per data source testing.

| 8 | Integrate NCJIS, Penlink, AFIS | 108,000.0000 | $ | 1.0000 | 108,000.00 |

Integration services cost Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS

$36,000 per data source for NCJIS, Penlink and AFIS (includes testing).

| 9 | Project Management Team | 247,500.0000 | $ | 1.0000 | 247,500.00 |

Memex Team Project Management, Data Integration Quality Assurance, and Risk Management.

| 11 | Training | 36,000.0000 | $ | 1.0000 | 36,000.00 |
| | Training | | | | |

System Administrator Training (includes preparation)
End User/Train-the-Trainer (includes preparation)
Data interface training (includes preparation)

BUYER INITIALS

R43500|NISH0003 100416

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

PAGE 3 of 3	ORDER DATE 12/14/10
BUSINESS UNIT 64904398	BUYER ROBERT THOMPSON (AS)

CONTRACT NUMBER
42186 O4

VENDOR NUMBER: 1933436

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
12	1st year after 2 year warranty period expires	180,000.0000	$	1.0000	180,000.00
13	2nd year after 2 year warranty period expires	180,000.0000	$	1.0000	180,000.00
14	3rd year after 2 year warranty period expires	180,000.0000	$	1.0000	180,000.00
15	4th year after 2 year warranty period expires	180,000.0000	$	1.0000	180,000.00
16	5th year after 2 year warranty period expires	190,000.0000	$	1.0000	190,000.00
17	Customizing Hours x 100 Costs for customized programming (per hour)	18,500.0000	$	1.0000	18,500.00
18	Comp Stat Module Comp Stat Module - state number of users and total cost	36,000.0000	$	1.0000	36,000.00
19	STATEWIDE IMS APPLICATION LICENSE Payment Schedule $235,000.00 - December 27, 2010 $500,000.00 - June 2011 $190,000.00 - December 31, 2011	925,000.0000	$	1.0000	925,000.00
	Total Order				**3,606,912.00**

BUYER INITIALS

R43500|NISH0003 100416

STATE OF NEBRASKA SERVICE CONTRACT AWARD

PAGE	ORDER DATE
1 of 3	05/03/10
BUSINESS UNIT	BUYER
64904398	ROBERT THOMPSON

VENDOR NUMBER: 1933436

CONTRACT NUMBER
42186 O4

VENDOR ADDRESS:

MEMEX, INC
22636 DAVIS DR STE 130
STERLING VIRGINIA 20164-4470

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

MAY 01, 2010 THROUGH APRIL 30, 2012

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 2935 Z1

Contract to provide a Turnkey Solution for Software Systems to be used in Conjuction with its Fusion Center Operations at the Nebraska Information and Analysis Center (NIAC) to the State of Nebraska, Nebraska State Patrol, for a period effective May 1, 2010 through April 30, 2012 with the option to renew for five (5), one (1) year periods as mutually agreed upon by all parties.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: http://www.das.state.ne.us/accounting/forms/achenrol.pdf

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean 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 a newly hired 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: www.das.state.ne.us.
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 require 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.

The contract shall incorporate the following previously submitted documents:
1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal.

Vendor Contact: Bob Bonaventure
Phone: 571-237-5999

BUYER

MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
42186 O4

VENDOR NUMBER: 1933436

Fax: 703-556-4282

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	Software	740,912.0000	$	1.0000	740,912.00
	(list components separately e.g., application, server OS, client software (if any), etc., including all licensing costs for software and users)				
2	GIS Runtime engine	81,000.0000	$	1.0000	81,000.00
	ESRI ArcGIS runtime Engine (this is not a Memex license fee, and if the State has these licenses in place then this cost can be eliminated).				
3	IEPD	18,000.0000	$	1.0000	18,000.00
4	Memex Indexing engine	63,000.0000	$	1.0000	63,000.00
	Memex Indexing Load Engine				
5	14 Data Sources Software	140,000.0000	$	1.0000	140,000.00
	Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS (list the cost for each of the 22 sources in section IV (H) 3 separately to allow the State to modify the number of sources connected in the interest of schedule and cost). Do not include costs for the 3 optional items, Slueth, SAR, NDex.				
6	14 Data Sources Integration	378,000.0000	$	1.0000	378,000.00
	Integration services cost Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS (list the cost for each of the 22 sources in section IV (H) 3 separately to allow the State to modify the number of sources connected in the interest of schedule and cost). Do not include costs for the 3 optional items: Slueth, SAR, and NDex.				
	$27,000 per data source excluding the following data sources: NCJIS, Penlink and AFIS.				
7	Data Source testing	126,000.0000	$	1.0000	126,000.00
	Integration services cost Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS (list the cost for each of the 22 sources in section IV (H) 3 separately to allow the State to modify the number of sources connected in the interest of schedule and cost). Do not include costs for the 3 optional items: Slueth, SAR, and NDex.				
	$9,000.00 per data source testing.				
8	Integrate NCJIS, Penlink, AFIS	108,000.0000	$	1.0000	108,000.00
	Integration services cost Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS (list the cost for each of the 22 sources in section IV (H) 3 separately to allow the State to modify the number of sources connected in the interest of schedule and cost). Do not include costs for the 3 optional items: Slueth, SAR, and NDex.				
	$36,000 per data source for NCJIS, Penlink and AFIS (includes testing).				
9	Project Management Team	247,500.0000	$	1.0000	247,500.00
	Memex Team Project Management, Data Integration Quality Assurance, and Risk Management.				

BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AWARD

PAGE	ORDER DATE
3 of 3	05/03/10
BUSINESS UNIT	BUYER
64904398	ROBERT THOMPSON

VENDOR NUMBER: 1933436

CONTRACT NUMBER
42186 O4

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
10	Sure Start Implementation	126,000.0000	$	1.0000	126,000.00
	Memex Intelligence Sure Start Implementation (IMS Integration Services)				
11	Training	36,000.0000	$	1.0000	36,000.00
	Training				
	System Administrator Training (includes preparation)				
	End User/Train-the-Trainer (includes preparation)				
	Data interface training (includes preparation)				
12	1st year after 2 year warranty period expires	145,296.0000	$	1.0000	145,296.00
13	2nd year after 2 year warranty period expires	152,561.0000	$	1.0000	152,561.00
14	3rd year after 2 year warranty period expires	160,189.0000	$	1.0000	160,189.00
15	4th year after 2 year warranty period expires	168,198.0000	$	1.0000	168,198.00
16	5th year after 2 year warranty period expires	176,608.0000	$	1.0000	176,608.00
17	Customizing Hours x 100	18,500.0000	$	1.0000	18,500.00
	Costs for customized programming (per hour)				
18	Comp Stat Module	36,000.0000	$	1.0000	36,000.00
	Comp Stat Module - state number of users and total cost				

Total Order   **2,921,764.00**

BUYER INITIALS

The following language shall replace the corresponding language in the RFP and Bidder's proposal response or shall function in addition to the terms of the RFP if no section is denoted for the purposes of the overall agreement.

Contract Exceptions (Section III)

E. OWNERSHIP OF INFORMATION AND DATA

The contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

Proprietary Rights. Except for the limited licenses expressly granted herein, as between the parties, Memex will and does retain all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to all of the software involved in this contract and all derivatives, modifications and/or enhancements to any of the software. All rights to the software not expressly licensed to the State hereunder are hereby expressly reserved by Memex. Notwithstanding the foregoing, for clarification, the State retains all ownership rights to its and its users' data.

F. INSURANCE REQUIREMENTS

Subject to waiver by the State, in whole or in part, of these requirements, the contractor shall not commence work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the State (or contractor). Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

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. The obligation of contractor to provide the insurance specified herein shall neither increase nor decrease in any way any obligation or liability of contractor provided elsewhere in this contract.

I. CONTRACTOR RESPONSIBILITY

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the contractor'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. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J.   CONTRACTOR PERSONNEL

The contractor warrants that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of the State, except if the employee leaves Subcontractor's employ or becomes unavailable to work for employer. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the contractor to reassign or remove from the project any contractor or subcontractor employee. If, in its reasonable opinion, the State determines that the general conduct of contractor or subcontractor personnel do not conform with the requirements of this contract or for any other lawful reason, the State shall notify contractor in writing of such issues and subcontractor shall have five (5) working days ("Cure Period") _to cure such issues in writing. The State shall have the right to remove the contractor or subcontractor personnel that are performing the services under the contract if the issue(s) is not corrected by the end of the Cure Period. In the event the State reasonably believes that the opportunity to cure such an issue is not warranted, the State shall immediately notify and work with contractor's senior management to work to correct the issue which may include immediate removal of contractor or subcontractor personnel that are performing the services under the contract.

Q.   ASSIGNMENT BY THE CONTRACTOR

The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld. Provided that Contractor may assign this contract pursuant to a merger or a sale of all or substantially all of such party's assets or stock with the prior approval of the State.

S.   GOVERNING LAW

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal or state laws or regulations are enacted, it will not apply to this contract, and the governing law will remain as if such law or regulation had not been enacted.

T. ATTORNEY'S FEES

In the event of any litigation, appeal or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, as required by law, including attorney's fees and costs, if the State is the prevailing party or if otherwise ordered by an administrative body or court of competent jurisdiction.

U. ADVERTISING

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. News releases pertaining to the project shall not be issued without prior written approval from the State. The contractor may identify the State as a customer in public statements and publications, including the production of a case study and/or press release, the content of which will be approved in writing by the State prior to publication. Neither party shall make any public statements regarding this contract without the prior written consent of the other party.

W. SITE RULES AND REGULATIONS

The contractor shall use its commercially reasonable 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 between the State and the contractor.

Y. EARLY TERMINATION

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 30 days written notice to the contractor. In the event of cancellation the contractor shall be entitled to payment, fees, and expenses accrued for products or services delivered to the State prior to termination and accepted by the State.

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 as evidenced by a final judgment rendered by an adjudicatory authority with appropriate jurisdiction;
   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) 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 in violation of the confidentiality Section OO herein;

AA.   BREACH

The State may terminate the contract, in whole or in part, if the contractor materially fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. If the State materially breaches the terms of the contract and the breach is not cured within thirty (30) days after written notice, then the contractor may terminate the contract at the end of the thirty (30) day period.

Effect of Termination under Y. and AA. Herein:

Termination of this contract or any license shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve the State's obligation to pay all fees that have accrued or are otherwise owed by the State under the contract or any ordering document or Statement of Work for work done and accepted by the State prior to such termination. The parties' rights and obligations under Sections E, F, G, Q, S, OO, UU shall survive termination of this contract. Upon termination of the license, the State shall cease using, and shall return or destroy, all copies of the applicable Software.

BB.   ASSURANCES BEFORE BREACH

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

CC.   PENALTY

In the event that the contractor fails to perform any substantial obligation under the contract – due solely to the contractor's fault – the State may withhold all monies due and payable to the contractor, without penalty, until such failure is cured or otherwise adjudicated. Due solely to the contractor's fault, failure to meet the dates stipulated in the contract for the deliverables may result in an assessment of penalty due the State of $100.00 dollars per calendar day, until the deliverables are approved. Contractor will be notified in writing when penalty will commence.

DD. RETAINAGE

The State will withhold twenty-five percent (25%) of the payment for the last deliverable due as retainage. The entire retainage amount will be payable upon successful completion of the project. 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 45 calendar days of receipt of the final invoice.

EE. PERFORMANCE BOND

The selected contractor will be required to supply a certified check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the certified check or bond must be twenty-five percent (25%) of the contract amount ($529,728.00). The check or bond will guarantee that the selected contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or certified check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

FF. PROHIBITION AGAINST ADVANCE PAYMENT

Payments shall not be made until contractual deliverable(s) are received and accepted by the State as governed by the applicable Statement of Work.

GG. PAYMENT

Charges shall be payable thirty (30) days from the date of contractor invoice. 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 set forth in the applicable Statement of Work. 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, and the contractor hereby waives any claim or cause of action for any such services.

HH. INVOICES

The contractor shall invoice the State monthly, unless otherwise expressly specified in the applicable Statement of Work. Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment. 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.

to any deliverable or service provided by contractor under this contract, if such infringement would not have occurred but for such modification; or (iv) the claim of infringement arises out of contractor's compliance with specifications, requirements or directions provided by the State, and such infringement would not have occurred but for such compliance. **This Section UU. 2 states contractor's entire liability and the State's exclusive remedy for infringement.**

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 similar claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the contractor.

YY. TIME IS OF THE ESSENCE

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 on the part of the other party remaining to be performed.

Memex, Inc.:   Executed by AS, Materiel Division:

_____   _____
Signature   Signature

NEIL T. SCHLISSERMAN
_____   _____
Printed Name   Printed Name

Vice President, Memex, Inc
_____   _____
Title   Title

4/30/10
_____   _____
Date   Date

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SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement ("Agreement") is between Memex, Inc. ("Memex") and the Customer identified below. The terms of this Agreement shall apply to each Software license granted and to all services provided by Memex under this Agreement, which will be identified on one or more Ordering Schedules.

I. DEFINITIONS

1.1. **"Software"** means the software in object code form distributed by Memex for which Customer is granted a license pursuant to this Agreement, and the media, Documentation and Upgrades therefore.

1.2. **"Documentation"** means the user guides and manuals for installation and use of the Software. Documentation is provided in whatever form is generally available.

1.3. **"Upgrade"** means a change to the Software which Memex generally makes available for Software licenses at no additional license fee other than media and handling charges, provided Customer has ordered Technical Support for such licenses for the relevant time period. Upgrade shall not include any new release, option or future product which Memex licenses separately to the general public.

1.4. **"Ordering Schedule"** means the document in hard copy or electronic form by which Customer orders Software licenses and services, and which is agreed to by the parties. The Ordering Schedule shall reference the Effective Date of this Agreement.

1.5. **"Technical Support"** means Software support provided under Memex's policies, as set forth in Exhibit B, in effect on the date Technical Support is ordered.

1.6. **"Delivery Date"** means the date on which the Software is delivered by Memex to Customer, or if no delivery is necessary, the Effective Date set forth on the relevant Ordering Schedule.

1.7. **"Services"** means Technical Support, training, or consulting services provided by Memex to Customer under this Agreement.

1.8. **"Contract Documents"** means the following previously submitted documents:
1 Contract Award
2 Any Contract Amendments, in order of significance;
3 Any Request for Proposal Addenda and /or Amendments to include Questions and Answers;
4 The original RFP document;
5 The signed Request for Proposal form; and
6 The Contractor's Proposal

II. SOFTWARE LICENSE

2.1. **Rights Granted**

A. Memex grants to Customer a perpetual, non-exclusive, non-transferrable license to use the Software specified on an Ordering Schedule under this Agreement as of the Delivery Date, as follows:

i. to use the Software solely for Customer's internal operations consistent with the use limitations specified or referenced in this Agreement, an Ordering Schedule, or the Documentation. Customer may not relicense, rent or lease the Software or use the Software for third-party training, commercial time-sharing or service bureau use;

ii. to use the Documentation provided with the Software in support of Customer's authorized use of the Software;

iii. to copy the Software for archival or backup purposes, or as specifically authorized by Memex in an Ordering Schedule. All titles, trademarks, and copyright and restricted rights notices shall be reproduced in such copies;

Customer shall not copy documentation except as specified in this Agreement or an Ordering Schedule.

B. Customer agrees not to: (i) translate, alter, modify, adapt, cause or permit the reverse engineering (unless required by law for interoperability), disassembly or de-compilation or derivative works of the Software; (ii)remove or modify any program markings or any notice of Memex's or its licensors' proprietary rights or (iii) disclose results of any program benchmark tests without Memex's prior written consent.

C. Memex shall retain all title, copyright and other proprietary rights in the Software, Documentation and technical information provided by Licensor relating exclusively to the use or application of the Software, together with any developments or improvements in respect of the same. Customer does not acquire any rights, express or implied, in the Software, other than those specified in this Agreement.

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D. Government End Users. The Software was developed solely at private expense and contains proprietary data belonging to Memex and its licensors. Any Software provided to United States Government agencies is provided with "Restricted Rights", and supporting documentation and data to such Software is provided with "Limited Rights", both as defined in FAR 52.227-14. Use, duplication or disclosure of the Software is subject to restrictions set forth in the Commercial Computer Software -- Restricted Rights clause of FAR 52.227-19. For U.S. Department of Defense agencies, the Software is subject to restrictions for commercial computer software, commercial computer software documentation, and technical data pursuant to DFARS 22.227-7015 and DFARS 227.7202.

E. Memex reserves all rights not expressly granted by this Agreement

2.2. Assignment

Customer may not assign this Agreement or transfer a Software License without the prior written consent of Memex, except that Customer may assign this Agreement or transfer a Software License to any other agency, board or commission of the Customer with prior written notice to Memex.

2.3. Verification and Audit

At Memex's written request, not more frequently than annually, Customer shall furnish Memex with a signed certification verifying that the Software are being used pursuant to the provisions of this Agreement and applicable Ordering Schedules.

Memex may audit Customer's use of the Software. Any such audit shall be conducted during regular business hours at Customer's facilities and shall not unreasonably interfere with Customer's business activities. If an audit reveals that Customer has underpaid fees to Memex, Customer shall be invoiced for such underpaid fees. Audits shall be conducted no more than once annually.

III. TECHNICAL SERVICES

3.1. Technical Support Services

Technical Support services ordered by Customer will be provided as set forth in Exhibit B and the State of Nebraska's Contract Documents for Contract Number 42186 04 here after referred to as "Service Contract" .

3.2. Consulting and Training Services

Memex will provide consulting and training services agreed to by the parties under the terms of this Agreement and as set forth in the attached Exhibit __, Statement of Work ("SOW-1"). All consulting services shall be billed on a time and materials basis unless the parties expressly agree otherwise in writing.

3.3. Incidental Expenses

For any on-site services requested by Customer, Customer shall reimburse Memex for actual, reasonable travel and out-of-pocket expenses incurred. Such services and related expenses must be requested or approved by the Customer in writing in advance of any travel.

IV. TERM AND TERMINATION

4.1. Term

The term of this Agreement shall be 3 years from the effective date and each Software license granted under this Agreement shall continue as prescribed in the Contract Documents.

4.2. Termination for Default

Termination is governed by the Contract Documents Section III item Y Early Termination.

4.3. Effect of Termination is governed by the Contract Documents.

V. INDEMNITY, WARRANTIES, REMEDIES

5.1. Infringement Indemnity

Memex will defend and indemnify Customer against a claim that the Software infringe a copyright or patent or other intellectual property right, provided that: (a) Customer notifies Memex in writing within 30 days of the claim; (b) Memex has sole control of the defense and all related settlement negotiations; and (c) Customer provides Memex with the assistance, information and authority necessary to perform Memex's obligations under this Section. Memex will reimburse Customer's reasonable out-of-pocket expenses incurred in providing such assistance. Memex shall have no liability to the extent the alleged infringement arises from (a) alterations to the Software made by Licensee or any third party, (b) failure of Customer to use updates or corrections to the Software provided by Memex, (c) use of the Software in combination with products not supplied or approved by Memex where the claim would not have arisen in the absence of such combination, or (d) use of the Software in a manner for which the Software were neither designed nor contemplated, as evidenced by the Contract Documents between Customer and Memex or the Documentation.

If the Software is held or is believed by Memex to infringe, Memex shall have the option, at its expense, to (a) replace or modify the Software to be noninfringing; or (b) obtain for Customer a license to

2

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.continue using the Software. If it is not commercially reasonable to perform either of the above options, then Memex may terminate the license for the infringing Software and refund the license fees paid for those Software. This Section 5.1 states Memex's entire liability and Customer's exclusive remedy for infringement.

5.2. Warranties and Disclaimers

Warranties shall be governed by the Contract Documents

5.3. Exclusive Remedies
To the extent allowable by law, for any breach of the warranties contained in Section 5.2, Customer's exclusive remedy, and Memex's entire liability, shall be specified in the Contract Documents.

A. For Software
The correction of Software errors that cause breach of the warranty, or if Memex is unable to make the Software operate as warranted, Customer shall be entitled to terminate the Software license and recover the fees paid to Memex for the Software license.

B. For Media
The replacement of defective media returned within thirty (30) days of the Delivery Date.

C. For Services
The re-performance of the services, or if Memex is unable to perform the services as warranted, Customer shall be entitled to recover the fees paid to Memex for the unsatisfactory services.

VI. PAYMENT PROVISIONS

6.1. Invoicing and Payment provisions are governed by the Contract Documents.

VII. GENERAL TERMS

7.1. Nondisclosure
By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). The parties agree to disclose only information that is required for the performance of obligations under this agreement. Confidential Information shall be limited to the Software, the terms and pricing under this Agreement, and all information clearly identified as confidential.

A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; (d) is independently developed by the other party; or (e) is required by law to be disclosed by Customer. Customer shall not disclose the results of any benchmark tests of the Software to any third party without Memex's prior written approval.

The parties agree to hold each other's Confidential Information in confidence during the term of this Agreement and for a period of two years after termination of this Agreement. The parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party for any purpose other than as required for the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement, and then only to the extent such third party has signed a confidentiality agreement with terms and conditions at least as restrictive as those set forth herein.

7.2. Governing Law
This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the laws of the State of Nebraska.

7.3. Jurisdiction
Any legal action or proceeding relating to this Agreement shall be instituted in an administrative body or state or federal court in Nebraska.

7.4. Notice
All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by first class mail to the first address listed in the relevant Ordering Schedule (if to Customer) or to the Memex address on the Ordering Schedule (if to Memex).

To expedite order processing, Customer agrees that Memex may treat documents faxed by Customer to Memex as original documents; nevertheless, either party may require the other to exchange original signed documents.

7.5. Limitation of Liability
Limitation of Liability provisions are governed by the Contract Documents.

7.6. Severability
If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

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7.7. Waiver

The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of Memex's proprietary rights in the Software, no action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has accrued.

7.8. Export Administration

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs. Customer agrees that such export control laws govern its use of the programs (including technical data) and any services deliverables provided under this agreement, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). Customer agrees that no data, information, program and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

7.9 Force Majeure

Neither party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. The parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for services provided.

7.10. UCITA

The Uniform Computer Information Transactions Act does not apply to this agreement.

7.11 Entire Agreement

Any contract between the parties, this Agreement and any Statement of Works and/or Order Schedules, and/or Contract Documents attached hereto constitute the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement

7.12 PUBLICITY

Memex may identify Customer as a customer in public statements and publications, including the production of a customer case study and/or press release, the content of which must be approved by Customer in writing prior to release. Except as required by law, neither party shall make any public statements regarding this Agreement without the prior written consent of the other party

7.13 Counterparts

This Agreement may be executed in counterparts by manual or facsimile signature or, all of which shall be regarded as one and the same instrument.

7.14 Source Code Escrow

(a) Definition. "Source Code Escrow Package" shall mean:

(i) A complete copy in machine-readable form of the source code and executable code of the Licensed Software (excluding any third party software) including any updates or new releases of the product;

(b) Delivery of Source Code into Escrow. Contractor shall deliver a Source Code Escrow Package to the National Computing Centre("NCC") in the United Kingdom on the basis of the terms set out in the NCC Standard Escrow Agreement, within thirty (30) days of the execution of this Contract.

(c) Delivery of New Source Code into Escrow. If at anytime during the term of this Contract, Memex provides a maintenance release or upgrade version of the Licensed Software, Memex shall deposit with the Escrow Agent, in accordance with the Escrow Contract set forth above, a Source Code Escrow Package for the maintenance release or upgrade version .

(d) Verification. The Customer reserves the right at any time, but not more than once a year, either itself or through a third party contractor, upon thirty (30) days written notice, to seek verification of the Source Code Escrow Package.

(e) Escrow Fees. Deposit fees and expenses charged by the Escrow Agent will be paid by Memex. Verification fees and expenses charged by the Escrow Agent will be paid by the Customer.

(f) Release Events. The Source Code Escrow Package may be released from Escrow to the Customer, temporarily or permanently, upon the occurrence of one or more of the following:

4

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(i)   Memex becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under bankruptcy or insolvency law, whether domestic or foreign;

(ii)   Memex has wound up or liquidated its business voluntarily and the Customer has reasonable basis to believe that such events will cause Memex to fail to meet its warranties and maintenance obligations in the foreseeable future;

(iii)   Memex voluntarily fails to be in the business of supporting the products in accordance with its maintenance obligations and warranties.

(g)   Release Event Procedures. If the State has paid in full all amounts then due and owing under this Contract and it desires to obtain the Source Code Escrow Package from the Escrow

Agent upon the occurrence of an Event in **Section 7.14(f),** then:

(i)   The Customer shall comply with all procedures in the Escrow Contract;

(ii)   The Customer shall maintain all materials and information comprising the Source Code Escrow Package in confidence in accordance with this Contract

(iii)   If the release is a temporary one, then the Customer shall promptly return all released materials to Memex when the circumstances leading to the release are no longer in effect.

(h)   License. Upon release from the Escrow Agent pursuant to an event described in **Section 7.14(f)**, Memex automatically grants the Customer a non-exclusive, .license to use, reproduce, modify, maintain, support, update, have made, .. from the Source Code Escrow Package solely to maintain and support the Licensed Software so that it can be used by the Customer as set forth in this Contract.

The Effective Date of this Agreement shall be _5/3/10_ .

Executed by Customer:

Authorized Signature:_____

Name:_____

Title:_____

Address:_____

Executed by Memex Inc:

Authorized Signature:_____

Name: _NEIL T. SCHLISSERMAN_

Title: _Vice President, Memex, Inc._

Address: 22636 Davis Drive, Suite 130, Sterling, VA 20164

5

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EXHIBIT A

ORDERING SCHEDULE

CUSTOMER INFORMATION

Customer Name:		Customer Contact:			
Ship to Address:		Phone:			
		Fax:			
Bill to Address:		A/P Contact:			
		Phone:			
		Fax:			
Order Schedule Effective Date		First Year Support Services	Prime Support	As specified in Service Contract	

MEMEX CONTACT INFORMATION

Contracts Manager:	Laura Holmgrain
Phone:	703-556-4031 x109
E-Mail:	Laura.holmgrain@memex.com

CONTRACT INFORMATION

This transaction is governed by the terms and conditions of the Memex Software License and Services Agreement (the "SLSA") dated *5/3/10* . In the event of any inconsistencies between the terms of any purchase order and the terms of the SLSA, the terms of the SLSA, as amended by this Ordering Schedule, shall be controlling.

The following Products and related Services are included in this order:

Product Name	Version	Platform	Quantity	License Type	Net Price
Memex Patriarch			200[1]	User[2]	Included in Service Contract.
Memex AutoWeb			1	Server	Included in Service Contract.
Net License Fees					$740,912 (Included in Service Contract)
Support Services Fees					Included in Service Contract
Consulting Services:	Included in Service Contract				
Training Services:	Included in Service Contract				

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[1] Licenses for designated training rooms will be provided at no additional cost.

[2] This will include 50 Web Concurrencies.

6

Appendix E: Software License And Services Agreement

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TOTAL	Included in Service Contract

PAYMENT TERMS   Payment shall be made in accordance with the Nebraska Prompt Payment Act. All payments shall be made in US Dollars by wire transfer of immediately available funds to the following bank:

SHIPPING TERMS   FOB Destination

EXPIRATION OF OFFER

The offer set forth in this Ordering Schedule is valid through _5/31/10_ and if the Ordering Schedule is not executed by such date, the offer is rescinded, and all terms are null and void.

This order is not subject to sales tax because customer is a state government and exempt from sales tax.

The undersigned is an authorized/ purchasing signatory of Customer.

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

MEMEX, INC.

By: _____

Name: _Neil T. Schlisserman_

Title: _Vice-President, Memex Inc._

Date: _4/30/10_

Appendix E: Software License And Services Agreement

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Exhibit B

Technical Support

B.0 LEVELS OF SUPPORT
Prime Support is offered.

B.1 PRIME COVERAGE

Cost	As specified in the Contract Documents.
Hours Covered	As specified in the Contract Documents.
Telephone and Email Support	Memex will use phone calls and email to answer most requests and work through most problems.
Remote Access	This is used where a problem cannot be resolved by telephone/email and it is felt that more progress can be made by accessing the system remotely. The method used to access CUSTOMER'S system will be agreed in advance, e.g. modem or VPN with putty, ssh or VNC. Formal Remote Access Requests are made when this method of support is required and the connection is maintained for a given period only. The changes to be made while accessing CUSTOMER'S system are agreed in advance and a log of work done provided. If modem access is required, a modem will be provided by CUSTOMER. Memex will however provide a modem and charge CUSTOMER for it, if requested. If remote access is not provided, then Memex will not support outside office hours.
On-site Visits	Memex will provide a member of staff for an on-site visit if the above two services have proven unsuccessful, or if it is the most effective method of resolving the issue, in the opinion of Memex. If on-site support is provided, and the fault is found not to be due to a problem in Memex software, CUSTOMER will be charged for time and expenses which shall be supplied in writing to CUSTOMER for their approval prior to any costs being incurred. If a visit is made at CUSTOMER's request, other than in the above circumstances, it will be chargeable to CUSTOMER. This shall exclude

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	visits made by the Memex Account Manager with responsibility for CUSTOMER's account.
Knowledge Base:	Access to Memex's Support Knowledge base is included.
Upgrade/Patch Software:	Memex will issue to CUSTOMER all new upgrades and releases of the Memex software products free of charge, provided CUSTOMER has a current Technical Support contract.
	Memex will issue upgrades to software for the duration of the product's life. Moderate faults reported to Memex will be addressed during the next upgrade program following the date of notification of the fault to Memex providing this date is before the inclusion deadline (eight weeks prior to upgrade date). The upgraded software will contain a notification of what faults have been addressed in that particular upgrade.
Upgrade/Patch Services:	Professional services to upgrade CUSTOMER'S Memex applications may be purchased. Memex will work with CUSTOMER to ensure that changes are migrated in a manner so as to minimize user service disruption.
Health Check	An annual Memex system health check will be performed and a report of findings provided to CUSTOMER.
Customer Care	Quarterly meetings to review standard of service.

Appendix E: Software License And Services Agreement

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The Services will be offered through a primary point of contact ("PPOC"), or a secondary point of contact ("SPOC") whenever the PPOC is unavailable, as set out in B.5 Points of Contact of this Agreement. These individuals should have sufficient working knowledge of the Memex system to discuss the query with Memex. On request Memex will provide advice and guidance on usage, documentation and exploitation of the products (the "Products" as set out in B.4 Products Covered By Agreement). The advice and guidance is that which may reasonably be discussed in a conversation of up to 30 minutes. Advice and guidance that may require further time will be conducted in writing between Memex and CUSTOMER.

Memex will classify the fault in one of the four categories specified in B.3 Fault Classification of this Agreement. The PPOC must be advised of the category of fault at the time the call is logged. It the fault cannot be classified immediately, Memex shall notify the PPOC of the fault classification on the first business day after the call is logged. CUSTOMER will provide additional detailed information on the query, as requested by Memex.

New releases will be available from time to time. CUSTOMER will be notified of pending product releases and any associated costs. Installation of new releases is not mandatory and support for at least two prior releases shall continue under the terms of this Agreement

Escalation procedures exist to ensure that an appropriate level of Memex, and CUSTOMER's, management have visibility of the action plans for unresolved problems.

The escalation procedure will also ensure the availability of appropriate expertise and skilled support to resolve outstanding issues.

- All faults are assigned a classification in the HelpDesk system.

- Calls are tracked internally by the HelpDesk system and will be automatically escalated to the Support Manager if any response times are exceeded.

- Any outstanding calls will be re-prioritized.

- CUSTOMER may request that the status of a call be escalated at any time.

Support Charges are payable annually in advance, within thirty days of the invoice date, unless subject to prior agreement. For any on-site services requested in writing by Customer, Customer shall pay Memex the then current charges for onsite services and will reimburse Memex for actual, reasonable travel and out-of-pocket expenses incurred. Support services will commence on receipt of payment. If full payment has not been received after thirty days of the invoice date, Memex reserves the right not to provide support services until full payment has been received.

Appendix E: Software License And Services Agreement

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B.2 RESERVED

RESERVED

B.3 FAULT CLASSIFICATIONS

Faults will be classified by Memex in one of the four following categories:

Fault	Classification
Critical	**Definition:** A call is attributed a **critical** priority level if the associated problem causes the whole or a critical part of the application to be unavailable or causes significant loss of functionality to the user. **Response Time:** Work will commence on the problem immediately it is logged (if logged during supported hours) or on the next business day (if logged out with supported hours). **Resolution Time:** Memex shall work on the problem until a workaround can be provided that restores the availability of the affected application or functionality so that the Customer is not prevented from carrying out mission critical activities. If required, Memex shall remedy the critical fault in a patch release of the product.
Serious	**Definition:** A call is attributed a **serious** priority level if the associated problem affects the operational use of the application or provides the user with a degraded service, but where the user is not prevented from carrying out mission critical activities. **Response Time:** The problem will be investigated within two hours of the call being logged. **Resolution Time:** Memex will restore operational use of the application by way of a workaround or patch fix within one week and provide a solution to the problem in the next release of software.
Moderate	**Definition:** A call is attributed a **moderate** priority level if the associated problem is a non-urgent software fault which has a workaround, or is a minor defect which can

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	be tolerated in the day-to-day operation of the application.
	Response Time: The problem will be investigated and, if possible, a solution or workaround proposed, within five days of the call being logged.
	Resolution Time: Moderate faults will be addressed at the latest during the subsequent 6 monthly upgrade program.
Cosmetic	**Definition:** A call is attributed a **cosmetic** priority level if the associated problem is deferrable, such as errors in the format of displays or printouts.
	Response Time: The problem will be investigated within five days of the call being logged.
	Resolution Time: Cosmetic defects will be fixed, where feasible, in the next release of the application.

B.4 PRODUCTS COVERED BY AGREEMENT

Product
Memex Patriarch
Memex Autoweb

12

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B.5 POINTS OF CONTACT

PRIMARY POINT OF CONTACT

Name: ....

Title: ....

Dept: ....

Telephone Number: ....

Mobile Number: ....

Fax Number: ....

E-mail Address: ....

SECONDARY POINT OF CONTACT

Name: ....

Title: ....

Dept: ....

Telephone Number: ....

Mobile Number: ....

Fax Number: ....

E-mail Address: ....

The person nominated by CUSTOMER in the absence or unavailability of the PPOC to take over the PPOC's duties during such absence or unavailability. The identity of the SPOC shall be made known to Memex when necessary.

In this Agreement references to PPOC shall be substituted for SPOC whenever the SPOC adopts the role of the PPOC.

Appendix E: Software License And Services Agreement

Request for Proposal Number 2935 Z1
Contract Number 42186 O4
Proposal Opening: June 30, 2009

In accordance with Nebraska Revised Statutes §84.712.05(3), the following material(s) has not been included due to it being marked proprietary.

      Memex, Inc.
      1.   None

In accordance with Federal U.S. Copyright Law Title 17 U.S.C. Section 101 et seq., Title 18 U.S.C. 2319, the following material(s) has not been included due to them being copyrighted.

      Memex, Inc.
      1.   None

STATE OF NEBRASKA
State Purchasing Bureau

Request for Proposal #2935Z1

CRIMINAL INFORMATION SYSTEM AND INTELLIGENCE MANAGEMENT SYSTEM FOR THE NEBRASKA INFORMATION AND ANALYSIS CENTER (NIAC)

Procurement Contact: Robert Thompson
402-471-2401
Matpurch.dasmat@nebraska.gov

Submitted by:

Memex®

Contact: Bob Bonaventure
1595 Spring Hill Road, Suite 200
Vienna, VA 22182
Phone: 703-556-4031
Cell: 571-237-5999
Fax: 703-556-4282
Bob.bonaventure@memex.com

June 30, 2009

ORIGINAL

June 30, 2009

Mr. Robert Thompson
State Purchasing Bureau
301 Centennial Mall South, Mall Level
Lincoln, NE 68508

Dear Mr. Thompson:

Memex Inc. with our solution partner Tetrus Consulting Group, LLC is pleased to respond to this *RFP# 2935Z1 and seven (7) associated addendums for a Criminal Information System (CIS) and an Intelligence Management System (IMS)* for the Nebraska Information and Analysis Center (NIAC). Memex is offering our superior, proven, commercial off-the-shelf (COTS) **Memex Patriarch** software, which has been successfully deployed across multiple States and Fusion Centers across the United States. The Memex team understands the NIAC vision to automate processes associated with the management of criminal and intelligence information. **Memex Patriarch** has the expandability and sustainability to support the current and potentially unknown future requirements of the NIAC as law enforcement partners are added across the State. Our solution provides the following capability:

- Memex seamlessly integrated COTS application for crime information and intelligence management that is easily modified to incorporate new fields, forms and initiatives.
- Industry leading, proven application deployed in more than a dozen State and Fusion Center environments.
- Structured and unstructured full-text search of all related and compliant information.
- Configurable and intuitive easy to use system.

The Memex RFP response to the NIAC project includes the Technical Proposal, separate Cost Proposal and all associated Exhibits. We look forward to the opportunity to present the Memex Intelligence and Criminal Information Management solution.

Please feel free to reach me at 571-237-5999 or at bob.bonaventure@memex.com with any questions pertaining to the Memex proposal. Thank you for your time and consideration.

Best regards,

Bob Bonaventure
Regional Account Executive

State of Nebraska (State Purchasing Bureau)
REQUEST FOR PROPOSAL FOR
CONTRACTUAL SERVICES FORM

RETURN TO:
State Purchasing Bureau
301 Centennial Mall South, 1st Fl
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Phone: 402-471-2401
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
RFP 2935Z1	**May 19, 2009**
OPENING DATE AND TIME	PROCUREMENT CONTACT
June 26, 2009 2:00 p.m. Central Time	**Robert Thompson/Ruth Gray**

This form is part of the specification package and must be signed and returned, along with proposal documents, by the opening date and time specified.

PLEASE READ CAREFULLY!
SCOPE OF SERVICE

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 2935Z1 for the purpose of selecting a qualified contractor(s) to provide a turnkey solution for software systems to be used in conjunction with its Fusion Center operations at the Nebraska Information and Analysis Center (NIAC).

Written questions prior to the pre-proposal teleconference, are due no later than May 22, 2009 and questions following the pre-proposal teleconference are due no later than June 5, 2009. Questions should be submitted via e-mail to matpurch.dasmat@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-2089.

A pre-proposal teleconference will be held on May 27, 2009.

Bidder should submit one (1) original and nine (9) copies of the entire proposal.   In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in State Purchasing by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: http://www.das.state.ne.us/materiel/purchasing/
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request For Proposal For Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions (see Section III) and certifies bidder maintains a drug free work place environment.

FIRM: Memex, Inc.

COMPLETE ADDRESS: 1595 Spring Hill Road, Suite 200

TELEPHONE NUMBER; 703-556-4031   FAX NUMBER: 703-556-4282

SIGNATURE: _____   DATE: 6/26/09

TYPED NAME & TITLE OF SIGNER: Neil Schlisserman, Vice President, Memex Americas

Table of Contents

Exhibits

2.   Executive Summary

PROJECT SCOPE AND GOAL

Memex is pleased to respond to the State of Nebraska (RFP), along with Tetrus Consulting Group, LLC (Tetrus) our information technology (IT) solution partner. Our proposed solution leverages Memex's industry-leading software solutions coupled with Tetrus' depth of expertise with NIEM, GJXDM and information sharing technologies while providing solutions to numerous States and the Department of Justice and Homeland Security. The Memex – Tetrus partnership offers the following unique advantages to the State:

- Memex's industry-leading, fully integrated COTS software solution – *Memex Patriarch* – to meet the functional requirements of the Nebraska Information and Analysis Center (NIAC)

- Memex's extensive law enforcement and Homeland Security experience, with more than 20 years of experience delivering innovative intelligence-based technology solutions in the United States

- A solution that is easily expandable by customers without reliance on Memex, and which offers an unstructured/free-text search capability that no other COTS software offers

- Speed-to-delivery through Memex's implementation methodology which will allow the State to bring data sources online as they become available

- Tetrus' direct experience with the Department Justice and Homeland Security implementing the National Suspicious Activity Initiative (NSI) in fifteen (15) Fusion Centers nationwide

- Tetrus' leadership and extensive experience guiding NIEM standards with the XML Structure Task Force and just completed the NIEM 2.0 User Guide for the NIEM Program Office

PROPOSED INTEGRATED SOLUTION OVERVIEW

The Memex Team offer the State of Nebraska what we believe to be the most attractive solution available within our proposal response. We propose an integrated solution to the State's requirements for a Criminal Information System (CIS) and an Intelligence Management System (IMS). Our team is able to offer increased value to the State of Nebraska through an integrated solution that reduces risk and leverages services across both system offerings – saving the State time and money throughout the project's duration – while providing a scalable architecture for sustainability and expansion as illustrated on the next page. This is all done through a common user interface that will reduce training needs while increasing the adoption rate of the solution.

The solution components are highlighted below:

- **Intelligence Management System** – In order to address the Intelligence Solution requirement, Memex and Tetrus will implement a proven solution by a proven team to support the capture of criminal intelligence within a large-scale, multi-jurisdictional, 28 Code of Federal Regulations (CFR) Part 23 compliant environment, which allows users to manage and develop the data used to support the targeting of threats from individual or organized criminal entities. **Memex Patriarch** is the same

COTS software that has already been successfully deployed in more than a dozen States and Fusion Centers around the country – and was most recently selected to support more than 21,000 law enforcement officers in the State of Michigan.
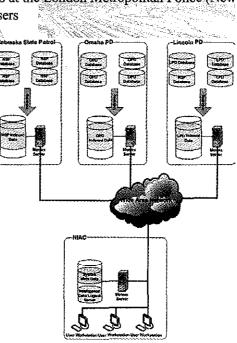
- **Criminal Information System** – The **Memex Patriarch** Solution will provide a seamlessly integrated application for the secure collection and management of crime and criminal information. The powerful and flexible free text searching for which Memex is known will provide ready secure access to information pertaining to a variety of personal and property information. Like the Intelligence Management System this will be fed by and supplemented by the collection of information from multiple data sources and providing normalized results. No other solution the State will consider will provide the comprehensive free-text searching Memex offers – including incident narratives and text attachment to records.

MEMEX PATRIARCH – A PROVEN COTS SOLUTION

Memex provides a robust, scalable, flexible, operational intelligence and information management platform specifically designed for law enforcement to support full lifecycle intelligence management, data integration and criminal information system, all on the seamlessly integrated Memex application platform.

Memex's experience with State law enforcement agencies, multi-jurisdiction and all-hazards intelligence fusion centers is reflected in our solution's unique ability to support:

- Sizeable user bases, including more than 38,000 active users at the London Metropolitan Police (New Scotland Yard), that has been scaled for 2,000 concurrent users
- Multi-jurisdictional environments requiring multi-level review and the ability to protect and share information among agencies, including Statewide and multi-jurisdictional intelligence systems in New Jersey, Pennsylvania, Delaware, New Hampshire, Ohio, Los Angeles, Kansas City, and others
- Easy to use, robust and configurable user interface for law enforcement personnel Statewide
- Simple but powerful free-text – and structured – searching of all textual data held on the system
- Role-based training focused on the specific functions performed by law enforcement officers, analysts, investigators, and other users
- Integrated alerts and notifications to officers of critical information
- A simplified capability to update the system with new functionality to support new initiatives
- The development of meaningful intelligence products such as tactical and strategic assessments, profiles, and tactical alerts
- Improved Command staff decision-making based on comprehensive reporting on the best information and intelligence available.

Memex Patriarch is a comprehensive solution, resulting from well more than a decade of working with intelligence-led law enforcement agencies worldwide. **Memex Patriarch** helps verify that critical systems will be upgraded to evolve with changing law enforcement requirements, software operating systems, network infrastructure, data formats, and data exchange specifications as they develop. Memex uniquely provides the most future-proof configurable platform available to law enforcement agencies. While the return on investment of the COTS solution is compelling, the Memex platform provides the added advantage of a rapid configuration and integration environment that assures systems are operational as quickly as possible.

TETRUS DELIVERING STANDARDS FOR DEPARTMENT OF JUSTIVE AND HOMELAND SECURITY

Tetrus focuses on providing solutions and services to the justice and Homeland Security marketplace. Tetrus was formed by senior executives from the Big 5 consulting firms with a vision of providing superior cost effective services to clients in the Justice and Homeland Security industry.
Tetrus members have 10 to 15 years with firms such as Price Waterhouse Coopers, Deloitte Consulting, Ernst & Young, Accenture and BearingPoint. Many of Tetrus' employees have more than 15 years of implementing large scale projects in the justice arena. The combined experience of members of Tetrus is more than 100 years in various areas such as Integrated Justice, Juvenile Justice, Corrections, State Police, Probation, etc.

Tetrus bring a broad ranging level of talent and expertise in the Justice and Homeland Security arena. Tetrus is currently involved with the Department of Justice and Department of Homeland Security implementing the National Suspicious Activity Initiative (NSI) in over 15 fusion centers across the country. These include State and UASI Fusion Centers, the FBI (eGuardian) and DHS. Tetrus practitioners were involved in the development of the Fusion Center Business Architecture document as well as the identification of Fusion Center services as part of the GLOBAL Services Task Team.

Tetrus professionals have been involved with the development and implementation of information sharing and federated search architectures using National Standards such as the Justice Reference Architecture (JRA) and the National Information Exchange Model (NIEM). Tetrus have also been involved with the implementation of NIEM data exchanges for various agencies in New York City and Massachusetts.

Tetrus is also involved in the development of the NIEM standards with the XML Structure Task Force (XSTF). Tetrus just completed the development of the NIEM 2.0 User Guide for the US Department of Justice – NIEM Program Office. Finally, Tetrus are also involved with the creation of the SAR IEPD Version 1.5 and providing inputs to the NIEM Version 2.1.

THE MEMEX/TETRUS ADVANTAGE

The Memex-Tetrus solution partnership produces incredible synergy as we combine our criminal justice experience; Memex with our proven, large-scale enterprise-wide integrated Intelligence Management and Criminal Information System COTS solution and implementation experience, combined with Tetrus' criminal justice and DHS data management expertise.

Hundreds of law enforcement, commercial and intelligence organizations rely on Memex technology to support and enhance their intelligence-led operations. Memex law enforcement customers include international and domestic national, statewide, and multi-jurisdictional intelligence, case management and crime information systems.

Memex

The Memex Team has the experience and capability to provide the State of Nebraska with peace of mind through reduced risk, excellent value, and superior performance history. The right team with unique and specific skills will create success for the State. We are proud of our team, because we offer solid business and technical sense. Our team has extensive experience in the criminal justice field and has implemented similar solutions for many other State Fusion Centers and State Police forces nationwide. Our team will support the State of Nebraska stakeholders' everyday with dedication, urgency, creativity, skill, experience and foresight and is uniquely qualified to deliver the Criminal Information and Intelligence Management Solution.

Specifically, Memex and Tetrus provide the following experience:

- Delivering similar Statewide and multi-jurisdictional systems and Fusion Centers in such places as: Great Britain, North & Central America, Europe, the Caribbean and domestically in Pennsylvania, Delaware, Maryland, New Jersey, New Hampshire, California, Kansas, Missouri, Georgia, Ohio, Virginia, Massachusetts, New York, Washington and others.
- Delivering similar systems to the world's largest metropolitan police forces, including: Los Angeles Police Department, Philadelphia Police Department, London Metropolitan Police (UK), Mexico City Police Department, and others.
- Delivering similar systems to national police forces, including: the British Transport Police, Iraqi National Police, Jamaican Constabulary Forces, Belize National Police, Bermuda Police Service, and the Polish National Police.
- Providing solutions and services to Department of Justice and Homeland Security and setting standards for Suspicious Activity Reporting, and NIEM.
- Subject matter expertise with experience in selecting, implementing, managing, and operating statewide intelligence systems – including retired senior law enforcement officers and a project management team who has implemented, configured and led multiple Statewide and multi-jurisdictional information sharing and intelligence systems based on Memex COTS solutions.

We applaud the State of Nebraska for seeking a comprehensive solution for their intelligence management and criminal information needs that will be used to facilitate the safety of all Nebraska citizens. The two companies are proud to offer a leading-edge solution that minimizes risk and maximizes public safety. We are completely committed to working with the State of Nebraska to make the NIAC the model for intelligence and criminal information management.

3. CORPORATE OVERVIEW

a)   BIDDER IDENTIFICATION AND INFORMATION

Memex, Inc. is a software company that develops and markets commercial off the shelf (COTS) intelligence management, information sharing and analysis software solutions. Our principal markets include State and Local Law Enforcement, United States Federal Government, and Commercial enterprise. Memex, Inc. is a privately held wholly owned corporation founded in 1996. Memex is incorporated in the State of Virginia and our headquarters location is 1595 Spring Hill Road, Suite 200, Vienna, Virginia. Our Federal Employer Identification Number is ███████.

b)   FINANCIAL STATEMENTS

Memex Inc. is a privately held corporation. No such condition is known to exist that might materially affect the viability or stability of the organization. The most current Memex, Inc. Financial Report for December 31, 2008 and 2007 is provided for your reference in **Exhibit A.**

Bank Reference
PNC Bank
353 E. Maple Ave.
Vienna, VA 22180
Attention: Bertha Parrado

c)   CHANGE OF OWNERSHIP

No condition of change of ownership is known or anticipated.

d)   OFFICE LOCATION

Memex, Inc. has two principal office locations in the United States. Our US headquarters is located at 1595 Spring Hill Road, Suite 200, Vienna, VA and our second location is One Park Plaza, Suite 600, Irvine, CA. The Irvine office is the location responsible for performance pursuant to an award from the State of Nebraska. Our proposed Project Director – who will be responsible for the integrated IMS and CIS project is based in the Irvine, CA office.

e)   RELATIONSHIPS WITH THE STATE

Memex has not had any contracts with the State of Nebraska or any jurisdiction in the State during the past five (5) years.

f)   BIDDER'S EMPLOYEE RELATIONS TO STATE

No such relationship exists between Memex employees and the State of Nebraska. No Memex employee is a former employee of the State of Nebraska.

g)   CONTRACT PERFORMANCE

Memex Inc. has never had any contracts terminated for default in its history from inception on December 31, 1996 including the present day.

Tetrus has never had a contract terminated for default in its history.

h)   SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

Memex understands the NIAC's project requirements and has the proven experience to implement a comprehensive real-time, secure intelligence, information sharing and analysis platform. Memex recognizes and can deliver an initial solution that integrates and accesses the data specified by this RFP – including training, backup recovery and the other services described herein – within 180 days of project initiation. More importantly, this solution will provide the software foundation for expanding NIAC capabilities on a schedule that may be determined by the NIAC.

Memex is offering our superior, proven, commercial off-the-shelf (COTS) **Memex Patriarch** software – a component of our Series VI software suite. **Memex Patriarch** is the industry-leading information sharing, intelligence and analysis software system providing a powerful solution for the NIAC system requirements. Our solution offers tremendous benefits that include the following:

- Capabilities to search, analyze and share data from internal and external sources – whether via federated search, indexing and/or data warehousing
- Secure collection, management, and development of intelligence information meeting 28CFR23 regulations
- Analyst productivity provided with direct input of intelligence information, automated collection of data from electronic documents and web sites of interest, and the ability to seamlessly search external data sources from a single user interface
- Intuitive, easy-to-use navigation system meeting a wide variety of end-user skills

Memex is proposing our highly flexible framework for the collection, management, analysis, searching, and dissemination of information. Our solution provides support for functions such as data aggregation, source and intelligence evaluation, entity extraction and relationships, and data review and purge. The intelligence management capabilities provide compliance with relevant legislation such as 28CFR23, while the criminal information component allows data to remain housed at the data owners' locations – without being warehoused in a central location. Authorized users can enter data directly into the system, or the system can gather and/or search data automatically from external data sources such as electronic document repositories, RMS/CAD applications, data warehouses, etc – as is proposed here.

Memex has the experience and ability to provide the NIAC with a comprehensive, integrated solution that meets the NIAC requirements through excellent value, and superior performance history. The right team with unique and specific skills will create success for the NIAC. We are proud of our team, because we offer solid business and technical sense. Our team has extensive law enforcement field experience and has implemented similar solutions for many other law enforcement organizations, as well as state and municipal police forces worldwide. Memex will support the NIAC and its stakeholders every day with dedication, urgency, creativity, skill, experience, and innovation and is uniquely qualified to deliver a solution that will meet the NIAC goals.

Memex Patriarch

Memex Patriarch provides the following value:
- Foster multi-agency collaboration
- Effectively share information to reduce and prevent crime, as well as the threat of terrorist activities
- More efficiently allocate scarce resources
- Enhance the perception, and reality, of Public Safety in the State of Nebraska

Memex Patriarch is designed as a single-source portal for the fusion, management and development of intelligence and information in support of an All Hazards philosophy for investigating crime and potential terrorist threats. This includes the collection, management, evaluation, analysis and dissemination of information to the appropriately secured individuals.

Memex Patriarch is also a powerful operational intelligence and analytical system. It is designed to make storing, retrieving and analyzing information as quick, easy and effective as possible. **Memex Patriarch** is currently used by organizations of all sizes – from less than 5 users to more than 38,000 users – in many cities, counties, States and countries around the world. It allows data to be made available to users in a secure environment and is particularly suited to organizations operating in the areas of law enforcement, national security and commercial fraud.

Memex Patriarch helps organizations:

- Input and save information
- Access and find information stored in one or more databases, on one or more servers
- Share information with co - workers and colleagues
- Link together pieces of information to build a picture of connections and/or a pattern of behavior

Architectural Options

Memex Patriarch will allow the NIAC unparalleled flexibility in how to architect their solution. For example, the NIAC is initially interested in making this solution available to the Nebraska State Patrol (NSP), Omaha Police Department (OPD) and Lincoln Police Department (LPD). At some future point, it may be desirable to share information directly with additional organizations. Memex solutions will allow the NIAC to establish connectivity with other agencies and query information using Memex's Federated Search capabilities – either through a RISS node or directly with one another.

The NIAC may decide to share a single network with additional organizations – where other organizations may be added. Each participating agency may choose to restrict their data from other participants at the data, record, report, entity and/or virtual server level. As agencies choose to make their information and/or records available, it will become visible to other authorized participants – authorized being defined as the individual users who have role and/or permissions assigned to them that would allow them to view the information being shared. Likewise, information may be shared in a, "pointer-index" manner – whereby authorized users seeking the information will receive a notification of whom to call at the source agency should their inquiry result in a, "hit".

Five different examples of how Memex customers in North America share information and intelligence may be found with the Kansas City Terrorist Early Warning Group (KCTEW), Overseas Territories Regional Criminal Intelligence System (OTRCIS), the Delaware State Police (DSP), the Philadelphia Police Department (PPD) and the Motion Picture Association of America (MPAA). We use these five examples to illustrate the flexibility and configurability of the Memex solution. We plan to work with the NIAC to determine what the best architecture is for this initiative.

The KCTEW provides a classic Fusion Center approach. The KCTEW uses Memex's Web Services to collect Tips and Leads from other Tips and Leads websites – such as the Jefferson City Fusion Center and St. Louis Fusion Center – and bring them into the KCTEW Tips and Leads entity built within Memex Patriarch. This information may be automatically routed to the appropriate analyst dependent on the vetting of the Tip. Additionally, multiple jurisdictions in Kansas and Missouri are contributing data from a variety of RMS and CAD systems that may be searched and retrieved in Memex by analysts at the Fusion Center for analysis, which may then be disseminated based on the product produced by the TEW. The RMS and CAD data are physically stored at the participating jurisdictions' sites. None of this data is retained or stored at the KCTEW. Each jurisdiction was able to specify what RMS/CAD data they wished to make available to other jurisdictions – including data that was not incorporated in the NDEX-schema. Memex's configurability allowed additional data fields to be rapidly added to the application. The KCTEW is now beginning to explore taking the lead on adding additional data sources.

The PPD provides a classic intelligence model. All information is collected, evaluated, managed, analyzed and disseminated within the PPD. Access is restricted to authorized PPD personnel based on their roles and security permissions, and the dissemination of any such information is the result of explicit actions taken by authorized users.

The DSP and is an example of a straightforward information sharing model, whereby local jurisdictions may enter reports via web forms into a centralized DSP application which is then made available for search, retrieval and analysis based on the individuals' roles and permissions. Reports are entered not only from the central office, but from the field as well. Authorized users may access information entered from any jurisdiction.

The OTRCIS model is a hybrid example. OTRCIS is based out of the UK Consulate in Miami and acts as a clearinghouse for intelligence information from Commonwealth islands in the Caribbean. Each of these islands – such as the Cayman Islands, Montserrat and Anguilla – has a stand-alone Memex application that they use for intelligence collection. This information is then shipped to the OTRCIS where it is made available to all authorized OTRCIS participants through this trusted third-party. All information is still segregated, but made available for authorized participants.

The MPAA is a not-for-profit organization that represents the American motion picture, video and television industries. Their member companies consist of the major US studios (e.g., Sony, Paramount Pictures, Disney, etc.) and their partners span the recording industry and other entertainment organizations. The MPAA implemented Memex Series VI as the foundation for their Global Tips and Leads and Case Management applications in 2007. Authorized users in multiple countries and locations in the United States may submit, retrieve and process their work through the application. Contracted field investigators (non-MPAA employees) may capture their expenses in the Case Management System with MPAA employees issuing the approvals. MPAA attorneys may track the status of their cases throughout the legal process, and may be automatically notified when new information is entered about one of their Cases. They also have the capability to delegate security on specific Cases such that information may be shared across Cases by investigators where a link is believed to exist. Authorized users from Member Companies and MPAA Partners also have access to relevant information pertaining to Cases they may have initiated, or where the initial Tip originated.

Finally, we have included in **Exhibit H** a description of one of our earlier information sharing projects outside of North America with the British Transport Police and their National Intelligence Sharing project.

Project Narratives and References

The following references demonstrate Memex's proven ability to provide an integrated solution using state-of-the-art law enforcement intelligence and data sharing tools. Memex is providing the customers referenced in the summary matrix below a system meeting immediate purchase requirements but also future system needs.
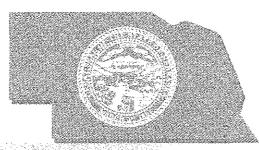
The table below lists representative North American customers that have purchased Memex Intelligence Management and Analysis software solutions. All of these clients are available to provide reference related information. No other law enforcement intelligence provider has as many statewide deployments as Memex. As a courtesy to these customer contacts, Memex requests that we be permitted to coordinate the date and time for private discussions with these individuals so they might be informed of whom will be contacting them, and when.

Customer Name	Dates of Services
Michigan Intelligence Operations Center (Michigan State Police – statewide deployment)	June 25, 2009
Maryland Coordination and Analysis Center (Maryland State Police – statewide deployment)	April 1, 2009
Georgia Bureau of Investigation (deployment to seven jurisdictions thus far)	September 18, 2008
Pennsylvania State Police (statewide deployment)	Initial project start – 1999
Virginia Department of Criminal Justice Services (multiple Criminal Justice Information Networks)	Initial project start - 2002
Belize Police Department	October 31, 2006
Bermuda Police Service	July 30, 2007
Delaware State Police	September 30, 2005
Kansas City Terrorism Early Warning Group	June 30, 2007
Los Angeles Police Department	June 30, 2005
Motion Picture Association of America	December 29, 2006
National Insurance Crime Bureau	Initial project start - 2001

New Hampshire State Police	April 28, 2006
NorthEast Ohio Regional Fusion Center	July 11, 2008
Northern California Regional Intelligence Center	December 14, 2006

Please note that we have not included any of our European, Asian or African law enforcement references and deployments in this table, though they are available upon request.

Listed below are three (3) narrative project descriptions of customers that have implemented Memex Intelligence software solutions. All of these clients are available to provide reference related information.

▪ Project – Pennsylvania State Police

Client Name:
Pennsylvania State Police

Contract #:
717-783-5512

Location:
1800 Elmerton Avenue,
Harrisburg, PA 17110

Client Telephone No:
717-783-5512

Contacting Officer:
Major George Bivens

Start/Completion Date:
Initial Project Start – 1999
Follow-on Projects 2000 – 2009
Initial Project Completion – 2000

Budget:
Between $1,000,000 and
$2,000,000

Regulatory Agency:
Bureau of Criminal
Investigations

Original Project

Pennsylvania State Police initiated a search for an Automated Intelligence System (AIS) to replace their aging mainframe system (MOSAIC) in the mid 1990's and selected Memex over a number of vendors including Orion Scientific (now SRA) to supply an enterprise wide intelligence and analysis system to Intel Officers throughout the Commonwealth. Memex were engaged to provide a set of integrated technologies that addressed specific intelligence gathering, management and analysis requirements and align them with the Commonwealth's adoption and deployment of the Intelligence Led Policing (ILP) model. In the capacity of prime contractor Memex provided off-the-shelf Intelligence software to address the PSP requirements in addition to custom-designed external interfaces. These custom features, permitted authorized end users to search other proprietary Commonwealth databases including the Commonwealth Law Enforcement Assistance Network, Pennsylvania Department of Transportation, and the Pennsylvania Justice Network. Data migration programs were also developed to convert existing data held in a variety of database formats and systems into the Memex environment to allow comprehensive searches to be performed across multiple data sources.

▪ The Memex team were embedded into the PSP environment and worked closely with operational intelligence personnel and the Bureau of Information Technology to design, manage, test and deploy the system across the state.

▪ Finally Memex prepared the Commonwealth for success by providing end user and technical training prior to full deployment to 50 users, supporting many missions including:, Major Crimes, Counter-Terrorism, Counter- Narcotics, Outlaw Motorcycle Gangs, Street Gangs, Organized Crime, Homeland Security, Screening / Watch-list, and First Responder Coordination. Today, there are more than 300 officers Statewide that access **Memex Patriarch** via the web.

Summary
• State Police Initiative
• Intensive selection process for replacement intelligence system
• COTS intelligence management solution supporting agencies Intelligence Led Policing philosophy
• Development of custom database interfaces
• Expansion of solution to incorporate a Tips and Leads module
• Officer Safety Expansion
• Move to 24/7 Intelligence Center
• Ten Memex customer

Memex

- **Expansion of the solution to include integrated Tips and Leads**

With the introduction of public tips and leads submissions, PSP engaged with Memex to address the need to be able to effectively capture and process incoming information for the purposes of future assignment and analysis. The inherent flexibility of the Memex intelligence solution allowed the system to be expanded at no cost and within weeks an automated tip and lead capture mechanism was being used to stream incoming email submissions from the public into the existing Memex platform.

Relevance to the Nebraska Information and Analysis Center

The PSP solution addresses many of the same goals as the NIAC because it relates to the following:
- Memex Prime Contractor
- State Police deployment
- Centralized intelligence management platform
- Supports a broad range of users roles and responsibility
- Integration of legacy data
- Integration with third party systems
- Fusion Center Deployment
- Advanced structured and unstructured search capability

- **Officer Safety Initiative**

In 2004 as part of the Commonwealth's Integrated Information Management System (IIMS), primed by Lockheed Martin, Memex used the new web services interface to open the PSP Automated Intelligence System to third party systems and allow access to subsets of data from mobile data units. The driving principle was Officer Safety, and by permitting automated search access to filtered intelligence information, Memex was able to provide relevant data or Officer Safety warnings to the patrol units anywhere in the Commonwealth.

Description of Contractor Role for this project:

Memex primed the initial AIS project and provided the full range of services required for customer success. In all, five main service roles were committed to the initiative. Work primarily occurred onsite in Harrisburg, Pennsylvania. The service roles provided were:

PSP Today

Memex is now the cornerstone application for the Pennsylvania Criminal Intelligence Center, a 24/7/365 day operation providing tactical and strategy services to the PA Law Enforcement community. In January 2009, after ten years, PSP and Memex continue to work together to further the capabilities of the intelligence community in PA. PSP recently upgraded to Memex Series VI – including the latest version of **Memex Patriarch** – and have deployed it to more than 300 browser based users.

1. Project Manager

Acted as the principal project management resource for the project.

2. Business Analyst

Provided leadership to the customer's project team on system capabilities workflow process and interface design.

3. Technical Lead

Provided guidance to the Commonwealth's enterprise architecture team and performed the installation and configuration activities necessary to setup and deploy the standard Memex intelligence software.

4. Software Engineers

Developed external database interfaces and data migration programs

5. Trainers

Both technical and end-user trainers we used to provide instruction on the maintenance and use of the collection of Memex applications and interfaces.

Memex

- ## Project – Georgia Bureau of Investigation (Proxy for seven GA Municipalities)

Client Name:
Georgia Bureau of Investigation (Proxy for seven GA Municipalities)

Contract #:

Location:
3121 Panthersville Rd.
Decatur, GA 30034

Client Telephone No:
404-270-8372

Contacting Officer:
Don Robertson (GBI)

Start/Completion Date:
Start Date:
18th September 2008
End Date:
February 2009

Budget:
Between $500,000 and $1,000,000

Regulatory Agency:
Georgia Bureau of Investigation

Memex were awarded the GTIP contract in August 2008, outperforming competition that including i2, Column Technologies, ACISS Systems and SRA (formerly Orion Scientific) among others. The contract requirements were for the supply of a Commercial-Off-The-Shelf system that performed the information management functions required to support three areas of Law Enforcement responsibilities:
1. Intelligence Management
2. Suspicious Activity Reporting (Tips & Leads)
3. Investigative Case Management

The Georgia Bureau of Investigation's responsibility as the contract and project management entity was to acquire and deploy seven systems to seven Georgia Law Enforcement departments. The agencies benefiting from the Memex solution are the Albany Police Department, Bibb County Sheriff's Office, Cobb County Police Department, Columbus Police Department, Gwinnett County Police Department, Lowndes County Sheriff's Office, and the Richmond County Sheriff's Office. Together, these law enforcement agencies serve approximately 2.5-million residents. Each agency was allocated a Memex license configuration that supports 45 users.

In more than 11 years of supplying solutions to US Law Enforcement, Memex has continued to build on best practice design for Intelligence and Tips and Leads solutions. These modules were implemented and deployed with configuration changes being limited to localization modifications for each local agency. In addition to this Memex worked in close partnership with the seven GTIP departments to define new interfaces, workflow and security models for the following business processes.

1. Investigative Case Management
The purpose of this was to develop a module that integrated with the existing Memex Intelligence and Tips & Leads modules and allowed investigative units to initiate, capture and track cases developed from tips, intelligence or criminal incidents.
2. Confidential Informant Module
The purpose of this was to allow authorized users to create,

Summary
- Memex Prime Contractor
- Tip & Leads Module
- Intelligence Management
- Case Management
- Property & Evidence Management
- Confidential Informant Module
- Confidential Informant Payment Module
- Expenditure and Time Tracking Module

Immediate Expansion of Memex Solution in 2009

The GTIP solution has been warmly received and as of June 2009 two further projects have been initiated that will expand the capabilities of the Memex environment

1. Implementation and configuration of the Memex Web Services interface to support the capture of Tips and Leads into the GTIP solution from a third party application

2. Implementation of the Federated Search server to support the creation of database interfaces to allow users to search data in existing repositories that reside externally to the Memex solution

access and secure informant data and link that back to the data that had been provided by registered sources.

3. Confidential Information Payment Module
   This was designed and developed to capture payments made to confidential informants and link it to the information provided.

4. Property Management Module

This module was developed to capture information and track the custody lifecycle of property or evidence obtained during the course of a case management or intelligence initiative. As with other modules this item can be linked to other relevant entities contained with the Memex solution

Relevance to the Nebraska Information and Analysis Center

The GBI GTIP solution addresses many of the same goals as the NIAC because it relates to the following.
- Memex Prime Contractor
- Provided software and hardware
- Intelligence Management

5. Time Tracking & Expenditures Module
   Provides the ability to capture costs and time associated with a intelligence or criminal cases.

The inherent expandability of the Memex solution permitted that all these additional management modules to be design, tested and deployed within 90 days of project inception. The added value of integrating these into the Memex platform is that users now have the ability to link the separate initiatives together as well being able to perform a single search across all three areas

Description of Contractor Role for this project

Memex was contracted to provide a full range of implementation services for the GTIP project. Four main service roles were committed to the initiative and work was executed onsite at each agency and remotely from Memex headquarters via VPN connections. The service roles provided were:

1. Project Manager
   Performed the project management activities in conjunction with the GTIP project administrator.

2. Business Analyst
   Provided leadership to the customer's project team on system capabilities workflow process and interface design. Gathered requirements on new modules and developed test plan and materials for GTIP solution configuration.

3. Technical Lead
   Provided guidance to the each agencies Information technology departments on the integration of the GTIP hardware and software and performed the installation and configuration activities necessary to setup and deploy the standard Memex intelligence software in addition to the implementation of newly designed modules.

4. Trainers
   Both technical and end-user trainers we used to provide instruction on the maintenance and use of the collection of Memex applications and interfaces. Multi-jurisdictional train the trainer training was held at a central location.

Project – Kansas City Terrorist Early Warning Group (KC TEWG)

Client Name:
Kansas City Terrorist Early
Warning Group (KC TEWG)

Contract #:

Location:
1125 Locust Dr.
Kansas City, MO 64106

Client Telephone No:
(816)-413-3601

Contacting Officer:
Captain Robert Kolenda
Interim Director KCTEW

Start/Completion Date:
Start Date:
July 2007
Completion Date:
Tips & Leads deployment –
September 2007
Data migration deployment–
April 2008 (first of five)

Budget:
Between $500,000 and
$1,000,000

Regulatory Agency:
Kansas City Terrorist Early
Warning Group (KCTEW)

The Kansas City Regional Terrorism Early Warning Group brings local, state and federal law enforcement officials together with public and private organizations to detect, deter and respond to terrorist threats in the Greater Kansas City community.

The KCTEW's Interagency Analysis Center collects information from a variety of sources. This data is evaluated and analyzed in an effort to identify potential trends or patterns of terrorist or criminal operations within the region. Memex provided a solution for the TEWG that included integrating five agencies RMS and CAD data. The solution in KC utilizes a distributed architecture so that each agency retains possession and controls access to their own agency's data. The solution also included a module for managing suspicious activity reporting utilizing a Tip/Lead Module.

Relevance to the Nebraska Information and Analysis Center

The KCTEW solution addresses many of the same goals as the NIAC because it relates to the following:
- Memex Prime Contractor
- Hardware solution selected by Memex
- Tips and Lead Management
- Daily data integration from partner agency RMS
- NDEX compliant data entities used to store RMS data
- Web Deployment

Description of Contractor Role for this project

Memex was the sole source selection contracted to provide a full range of implementation services for the KCTEW project. Five service roles were committed to the initiative and work was executed onsite at various locations and agencies throughout the Kansas City MO/KS area. The service roles provided were:

1. Project Manager
Performed the project management activities in conjunction with the KCTEW Director Nick Repasky
2. Business Analyst
Provided leadership to the customer's project design team on system capabilities workflow process,

interface design and best practice.

3. Technical Lead
    Provided guidance to the KCPD (hosting agency) Information technology department on the integration of software and performed the installation and configuration activities necessary to setup and deploy the Memex Tips and Leads and data integration software. In addition, the technical lead coordinated and designed the data migration strategy with five Law Enforcement partners in Missouri and Kansas.
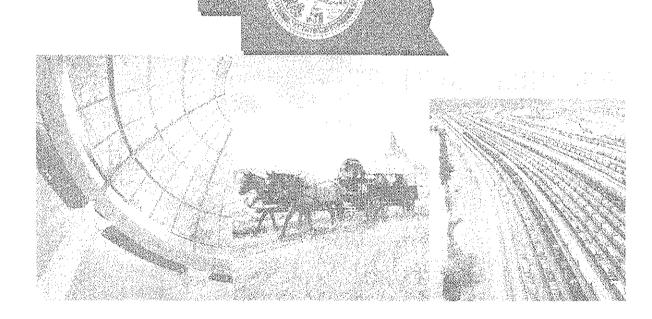
4. Software Engineers
    Performed the development work to create the required extraction and conversion routines to migrate data from partner agency RMS/CAD systems to the KCTEW environment.

5. Trainers
    Both technical and end-user trainers we used to provide instruction on the maintenance and use of the Memex solution.

i) SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

Memex believes that communication is paramount to projects of this nature. Memex implements projects using traditional Project Management tools and techniques – including communication plans, regular status reports, scheduled project reviews, etc. We have offered a structured process that also acknowledges the need for change and flexibility as we manage risk based on new information.

Quality Assurance and Risk Management are integral activities to each component of the Memex Implementation Process. They are inseparable from our project management approach. The importance of these two processes substantially escalates on a project of this nature, with the following characteristics:

1. High "customer" impact – officer safety and public safety are of paramount concern

2. Project visibility – this project will be observed by numerous, outside organizations – including members of the MOCIC

3. Integration of multiple new technologies and organizations – introduction of new, web-enabled software and replacement systems

4. Data integration – the key to this project is getting the information to the right person at the right time, which means making it consistently available.

The primary goal of project-oriented internal review and quality assurance (QA) is to work with the NIAC project management and sponsors to ensure that all aspects of the project meet their specific business objectives, and that the Memex Team is doing what is necessary to make the project successful. Memex's internal review and QA activities are focused on improving project productivity, reducing costs, increasing project quality, and measuring compliance with project objectives and progress toward them. We have found that without a specific focus on measurable quality and productivity, results vary across the project activities, pilot implementations, and subsequent phases. Consistent and effective quality control techniques will be applied throughout the implementation project.

On a large project like this, Memex assigns our Director of Professional Services to the QA activities to establish and support standards, aggregate performance measurement information, audit standards compliance, and support review processes. We further support our projects with assistance from our Customer Service organization, which leverages Best Practices across Memex. This organization provides updates on project management materials, methods, and execution, and provides on-site assistance with planning and review activities. We have built appropriate QA roles into our Project Team structure and work plan.

The Memex Team will accomplish the quality objectives for this engagement by executing the following processes:

- **Standards Definition** – As an early step during project initiation we will document and mutually agree on standards, e.g., formats and content of project documents. The "standard" for interim deliverables will be an agreed-to outline and contents. All materials will be developed to these standards and they will reside in the centralized Project Repository.

- **Quality Plan** – The integrated project team – Memex, Tetrus and the NIAC – will hold a planning review, the purpose of which is to review associated project objectives and constraints for each task area. During this meeting we will finalize the tools and techniques, methodologies, project

infrastructure, and performance measures and targets for the project. These activities have already been incorporated into our proposed project work plan and estimates.

The planning review provides an opportunity for the QA team leader to review these assumptions with the Project Team and develop supporting deployment and quality plans. While the QA team leader conducts this process and makes recommendations, the Project Management Group has ultimate authority for choosing project methods and tools. Once these decisions have been made, deployment may require team training, dissemination of reference materials, and/or implementation of chosen tools. The team will then prepare a quality plan with targets for both quality and productivity measurement.

- **Deliverable Reviews** - Key project deliverables capture the essence of the project, reflecting, for example, delivery of training to specific user groups; principal aspects of the application design, policies, and procedures; and preparation of an organization assessment report. We track and manage deliverables as part of our project management process. Deliverable review is central to Memex's approach to monitoring the quality of project work products. Formal deliverable reviews, are conducted for all major deliverables, and are attended by the project team leaders and subject matter experts.

- **Performance Measurement** - Performance measurement involves selection of appropriate performance measures - usually accomplished as part of the standards definition and planning reviews - and the subsequent collection and tracking of performance data. The overall goal for performance measurement is to provide quick feedback to the team and management, and to rate the performance against chosen targets and applicable standards.

- **Project Reviews** - Project reviews are the final component of our internal project QA process. Project reviews serve both a quality assurance and a project management function because they assess the overall status and condition of the project and generate substantive decisions and action items. Formal project reviews typically consist of daylong meetings with presentations by the project managers, team leaders, and select team members, as well as discussion of major subject areas critical to the execution of the project. Project reviews are held on a regular basis, usually preceding major milestones.

One objective of Memex Project Reviews is to identify and assess risks as well as to define specific plans for mitigating these risks. In essence this process taps the knowledge and experience of the Memex and NIAC project team managers, as well as senior executives from each organization to define what can go wrong on this project. These ill-defined concerns are then transformed into specific plans for dealing with them.

This task-based approach to risk management has three key elements:

- Expressing precisely the NIAC team's and Memex's expectations for a successful project
- Defining risk in terms of what can cause us to fail to meet expectations
- Integrating risk management into the project plan rather than treating it as a separate activity

To ensure that a project meets expectations, risks must be <u>managed</u>. It is not realistic to simply hope that none of the problems will occur. Our approach to risk management comprises five key activities:

- **Define expectations** - recognize what is required for the project to be successful
- **Identify risks** - recognize how the project can fail to meet expectations, either through specific events or known situations

- **Evaluate risks** - decide whether and how to mitigate each risk, based on the probability and severity of the risk

- **Mitigate risks** - take action to prevent or reduce the likelihood of risk; reduce uncertainty; generate options or adjust Memex and/or the NIAC team's expectations

- **Monitor** - provide visibility for the results of risk management

Risk management is a regular activity on all Memex projects and integrates seamlessly into overall project management activities.

PERSONNEL

Prime Contractor - Memex

Memex project personnel are typically multi-functional – meaning the same individual will often perform multiple roles on a project. For example, all members of the Memex Professional Services staff have delivered customer training. The individual(s) installing the software may well be the individual who delivers the end-user – or administration – training. This approach to our staff development allows our personnel to individually address many questions and/or project issues proactively. Likewise, this approach provides more flexibility and accommodation to our customers' schedules.

The Memex individuals who are proposed to be involved with the NIAC project are listed below.

Personnel	Project Role	Industry Experience	Representative Memex Customers
Neil T. Schlisserman Vice President	QA	20+	Maryland State Police, Michigan State Police, Pennsylvania State Police, Mountain Empire Criminal Justice Information Network (MECJIN), MPAA, NICB, Kansas City TEW
Steve Shirley Director	QA	15	Rappahannock Regional Information System, Pennsylvania State Police, Delaware State Police, Georgia Bureau of Investigation, Bermuda Police Service, Michigan State Police, New Hampshire State Police
Graeme Robinson Director	Project Director	13	LAPD, LAJRIC, SACRTTAC, NCRIC, Michigan State Police, Kansas City TEW, MPAA, LAJDIG, London Metropolitan Police (New Scotland Yard), Georgia Bureau of Investigation
Libby Stengel Senior Consultant	IMS Track Lead	5	Bermuda Police Service, Iraqi Ministry of the Interior, NICB, LAPD, MECJIN, KCTEW, Suriname CIA, NorthEast Ohio Regional Fusion Center (NEORFC), SACRTTAC
Steve Serrao Director	Lead Business Analyst	20+	Maryland State Police, New Jersey State Police, MECJIN, KCTEW, NEORFC, LAPD, LAJRIC, SACRTTAC, NCRIC, Michigan State Police, Delaware State Police, Pennsylvania State Police, Georgia Bureau of Investigation
Sandy Dunlop Technical Consultant	Data Integration	10	London Metropolitan Police, Montenegro Customs, NICB, Bermuda Police Service, KCTEW
Chris Schoenmann	Customer Satisfaction	4	Pennsylvania State Police, Delaware State Police, New Jersey State Police, Bermuda Police Service,

Support Engineer			Belize National Police, Cayman Islands Financial Crimes Unit, New Hampshire State Police, Georgia Bureau of Investigation

Neil T. Schlisserman - Vice President, Memex Americas
Neil Schlisserman leads Memex's business in the Americas. Neil will provide executive oversight and will be responsible for the Memex teams dedicated to configuring, deploying and supporting the NIAC solution. In his role, Neil will provide leadership on assessing the project, assuring resource commitments, and verifying the project is proceeding on-time and on-budget. Neil has more than 20 years of experience in systems integration and has held senior and executive level positions at organizations such as Deloitte Consulting, Sapient and American Management Systems.

Steve Shirley – Director of Professional Services
Steve Shirley has more than a decade of leadership experience in various areas of technologies, and has worked with most of Memex's customers in North America – including the Pennsylvania State Police, Delaware State Police, Los Angeles Police Department, Georgia Bureau of Investigation, Ohio Bureau of Criminal Investigation and Kansas City Terrorist Early Warning Group. Steve will be working with Neil to provide QA oversight to this engagement.

Graeme Robinson – Director of Technology
Graeme Robinson is the Project Director and will lead the integrated implementation team for the NIAC engagement – overseeing both the CIS and IMS components of the project. Graeme will play a key role in the installation, configuration, integration and deployment of the integrated NIAC solution – and will be actively involved in all phases of the project. Graeme has more than a decade of experience leading technology-based projects, including more than eight years of experience with Memex. Graeme led the effort to develop and implement Memex's NDEX compliant RMS/CAD entities as part of Memex Patriarch. Representative work that Graeme has led for Memex include the London Metropolitan Police (New Scotland Yard), the Kansas City Terrorist Early Warning Group, the Los Angeles Joint Regional Intelligence System, Los Angeles Police Department, Northern California Regional Intelligence Center, Sacramento Regional Terrorist Threat Assessment Center and the MPAA.

Graeme has 13 years of experience in the Software Development field including over 7 years with Memex. He has multiple years experience in all development tools proposed by Memex as part of this proposal and has led both the development of the Patriarch product and its deployment at several multi-agency initiatives:

Graeme has experience with a wide variety of development tools and technologies, but of particular relevance to this proposal are:

- Microsoft Visual Studio .Net (5 years)
- Java (8 years)
- Perl (6 years)
- XML (8 years)
- Oracle (13 years)

Graeme has taken part in projects spanning multiple industry fields including Telecommunications, Health Insurance, Recruitment and Enterprise Content Management. His 8 years with Memex have been focused on Law Enforcement including:

- Leading the team that prepared the Patriarch application for deployment at the London Metropolitan Police Force

Memex

- Deploying the Memex Intelligence Solution at Regional Terrorism Threat Assessment Centers in Los Angeles, San Francisco and Sacramento (2005-07)
- Deployment of Memex at the Kansas City Terrorism

Libby Stengel – Senior Consultant

Libby Stengel will provide day-to-day project management and leadership for the IMS component of this engagement. Libby Stengel – an honorably discharged Army Intelligence Officer (Captain) – will lead the Working Groups, configuration, training and deployment efforts for the NIAC project with Graeme and Steve Serrao. Libby has led and/or conducted Memex training efforts around the world, including the deployment of Memex in the Iraqi Ministry of Interior, Bermuda Police Department, Kansas City TEW, NorthEast Ohio Regional Fusion Center, and the Sacramento RTTAC. Libby was the Memex Project Manager for the rollout of **Memex Patriarch** at the National Insurance Crime Bureau (NICB) and has been responsible for managing multiple other Memex engagements in Suriname and Virginia. She was the lead consultant for Memex's Confidential Information work with the Los Angeles Police Department and led the configuration effort of **Memex Patriarch** for the Bermuda Police Services.

Steve Serrao – Director of Product Management

Steve Serrao will lead the business analysis component for configuring the NIAC solution, where he will be active in the Working Groups, configuration and workflow design, and training. Steve is a retired 25-year law enforcement veteran and high level commanding officer (Captain) with the New Jersey State Police, where he served on numerous interdepartmental committees and working groups involved in identifying information technology solutions for existing business processes. Steve has worked with all of Memex's State Police and Fusion Center customers during his 3 years at Memex. He is a nationally recognized expert in intelligence, and has been published and quoted in many well respected law-enforcement journals and magazines during this time. Steve's most recent publications were on the topics of Data Integration (Government Security News, June 24, 2009) and Intelligence Sharing (911 Magazine, June 23, 2009).

Stephen Serrao is retired law enforcement veteran with 25 years of experience. During his active career with the New Jersey State Police (NJSP), he served on numerous interdepartmental committees and working groups involved in identifying information technology (IT) solutions for existing business processes. Mr. Serrao spent the last 10 years of his career in NJ (1996 through 2006) as a supervisor rising to the rank of captain. He spent much of that time working with the IT department to design and acquire technology solutions for agency needs. Since joining Memex in May of 2006, he has worked domestically and internationally with numerous government and private sector organizations to evaluate user needs and business processes to configure solutions to meet those needs.

Sandy Dunlop – Consultant

Sandy Dunlop will lead the Memex installation and technology efforts for this engagement. Sandy will be responsible for developing the Federated Search adaptors to the identified applications and will work closely with Tetrus on development of the IEPD and data indexing. Sandy has nine years of experience with Memex, and has worked with our Product Development Team as well as with some of Memex's leading customers – such as the London Metropolitan Police (New Scotland Yard), National Insurance Crime Bureau and NorthEast Ohio Regional Fusion Center. More recently, Sandy developed an adaptor for a 3rd-party GIS/Situation Awareness software company in support of the British Transport Police's initiative for the 2012 Olympics. Sandy is presently completing an overseas assignment where he is responsible for the data ingestion of multiple data sources for a small country's immigration, hotel, and police records – among other data sources.

Chris Schoenmann – Customer Satisfaction Consultant
Chris Schoenmann will be the dedicated Customer Satisfaction Consultant subsequent to the NIAC implementation. Chris will be responsible for providing support, upgrade assistance and coordinating software issue resolution for the NIAC application. Chris has worked with more than half of Memex's customers in North America over the last year, and has worked with Memex software for more than four years.

Subcontractor – Tetrus

Memex's subcontractor, Tetrus, will principally be involved in the development of the IEPD schema and the mapping of the data from the identified data sources to the agreed IEPD XML schema we are developing for Nebraska. The Tetrus individuals who are proposed to be involved with the NIAC project are listed below.

Personnel	Project Role	Industry Experience	Representative Customers
Sharad Rao	CIS Track Lead	20+	New York City Police Department, Delaware Department of Corrections, Massachusetts Department of Corrections, US DOJ, Norfolk County Sheriff, Puerto Rico Department of Justice, Massachusetts Sheriff's Association, Orange County, CA
Chandra Jonalagadda	Data Integration Lead	17	US DOJ, New York City Department of Corrections, Massachusetts Department of Corrections
Raghu Govindaraj	Data Integration	10+	Commonwealth of Massachusetts, US DOJ, New York City, Western Massachusetts Homeland Security Council

Sharad Rao – Founder, CEO
Sharad will provide the leadership on the data exchange component of this engagement. As a Founder and the CEO of Tetrus, Sharad has been actively engaged in all of Tetrus' projects, and is a sought-after consultant by USDOJ. Most recently, Sharad has been the Project Partner for part of a Federal project to implement a mechanism to share Suspicious Activity reports across the United States and with Federal agencies such as the Department of Homeland Security, National Intelligence, FBI – Joint Terrorism Task Force, Department of Defense and Department of Justice. This project was in response to the Presidential Directive as defined in the National Information Sharing Strategy of 2007. The New York State Intelligence Center (NYSIC) and the New York Office of Homeland Security were 2 agencies that are involved in this project. The SAR initiative currently covers 15 sites across the country.

Sharad is currently very active with a number of associations in the Justice and Integrated Justice arena. He was a member of the Corrections Technology Association (CTA) in the development of exchanges between Corrections and other agencies using the GJXDM Version 3.0. He was a member of the Prosecutor's Exchange Reference Document Committee. He is currently actively involved in the Global Infrastructure and Standards Working Group (GISWG) developing services and has also been a member of the OASIS Integrated Justice Technical Committee.

Chandra Jonalagadda – CTO
Chandra will assist in the development of the IEPD for this engagement, and be responsible for the day-to-day mapping efforts to the agreed IEPD. Chandra has more than 17 years of experience in the Information Technology industry, including more than seven years of experience in the area of distributed

computing, messaging and Enterprise Application Integration and more than 5 years of experience in UNIX operating systems. Chandra has extensive experience in the information sharing space, including:

- Development and implementation of the ISE-Shared Space application for US DOJ using the NIEM/LEXS standards, which is now being implemented nationally across 15 fusion centers
- Assisting the Services Implementation Committee of the Global Infrastructure and Standards Working Group (GISWG) in the developmet of the Services Specification Guidelines for the services Component of the Justice Reference Architecture (JRA)
- Developing the Service Specification for the Fingerprint Service the New York City Department of Correction using the JRA Specification
- Involvement in the development of the NIEM 2.0 User Guide for BJA
- Development of domain data models and GJXDM/NIEM reference documents for various agencies in New York City
- The lead role in developing IEPD artifacts for the GJXDM exchanges between the Massachusetts Department of Corrections and Criminal History Systems Board
- Certification by SEARCH in the use of the JIEM (Justice Information Exchange Modeling) tool
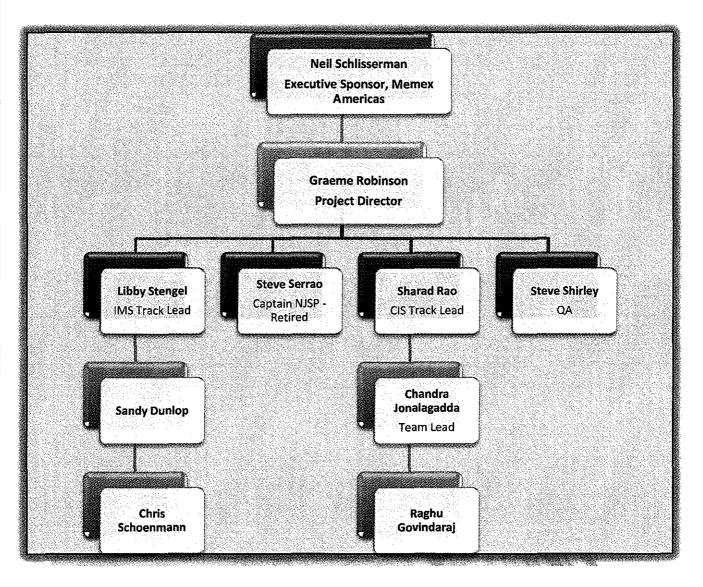
Raghu Govindaraj – Technical Consultant

Raghu will be actively involved in the data mapping to support the data integrations based on the developed IEPD. Raghu has more than eleven years of technology based experience in software development, enterprise application development, model based software engineering, enterprise application integration, two-tier and three-tier client/server system design and development. He has strong programming skills in Java, J2EE, C/C++, Unix Shell Script, Oracle, XML Technologies and advanced knowledge of Object Oriented Design and Development, Design Patterns, Data Structure & Algorithm and Database Architecture. Raghu has implemented a number of GJXDM exchanges in Massachussets. Raghu is the Technology Implementation Lead for the National Suspicious Activity Report Project where he has been responsible for designing the SAR search interfaces based on LEXS/NIEM standards using the SAR IEPD, developed the federated search architecture for searching and retrieving data from multiple peer locations using a web service based SOA and led the design and development of a mediation service to transform the legacy data to the CITSS standards.

ORGANIZATION CHART

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                        Neil Schlisserman
                   Executive Sponsor, Memex
                           Americas
                              |
                        Graeme Robinson
                        Project Director
      _____|_____
     |              |                   |              |
 Libby Stengel  Steve Serrao       Sharad Rao     Steve Shirley
 IMS Track Lead Captain NJSP -     CIS Track Lead      QA
                  Retired
     |                                 |
 Sandy Dunlop                       Chandra
                                  Jonalagadda
                                    Team Lead
     |                                 |
   Chris                             Raghu
 Schoenmann                       Govindaraj
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j)   SUBCONTRACTORS

Memex, Inc. is teaming with our solution partner Tetrus Consulting Group, LLC (Tetrus). Tetrus is a firm focused on providing solutions and services to the justice and homeland security marketplace, and was formed by senior executives from the Big 5 consulting firms.

Tetrus brings a wealth of talent and expertise in the Justice and Homeland Security arena. Tetrus is currently involved with the Department of Justice and Department of Homeland Security in implementing the National Suspicious Activity Initiative (NSI) in more than 15 fusion centers across the country. These include State and UASI Fusion Centers, the FBI (eGuardian) and DHS. Tetrus practitioners have also been involved in the development of the Fusion Center Business Architecture document as well as identification of Fusion Center services as part of the GLOBAL Services Task Team.

Tetrus professionals have been involved with the development and implementation of information sharing and federated search architectures using National Standards such as the Justice Reference Architecture (JRA) and the National Information Exchange Model (NIEM). Tetrus was involved with the implementation of NIEM data exchanges for various agencies in New York City and Massachusetts.

Tetrus is also involved in the development of the NIEM standards with the XML Structure Task Force (XSTF). Tetrus just completed the development of the NIEM 2.0 User Guide for the U S Department of Justice – NIEM Program Office. Finally, Tetrus are also involved with the creation of the SAR IEPD Version 1.5 and providing inputs to the NIEM Version 2.1.

Tetrus Qualifications

The table below provides a representative list of projects with which Tetrus have been involved.

Client/ Project	Project Description
Information Sharing Environment and US Department of Justice	**Suspicious Activity Report Environment** Tetrus are currently engaged in the development of an environment to allow the states of Florida, Virginia and New York to share Suspicious Activity Reports (SAR) with the federal agencies.
New York City Department of Correction	**Offender Management System Project** Tetrus are currently engaged with the New York City Department of Correction in the acquisition and implementation of an Offender Management System for the New York City Department of Correction.
New York City Department of Correction	**Offender Management System- Service Oriented Architecture Project** Tetrus were engaged with the New York City Department of Correction in developing a SOA Framework to allow the Department of Correction to move away from its current Offender Management System (IIS) to a new model that is SOA driven.
New York City – Department of Probation	**New York City Reusable Case Management System** Tetrus were engaged with the New York City Department of Probation in the development and implementation of the Reusable Case Management System (RCMS) as a sub contractor to Tata Consulting Services (TCS). In this engagement, we provided Domain expertise, Requirements validation, design, testing and implementation. The RCMS supports both Adult and Juvenile cases for the Department of Probation.

Client/ Project	Project Description
New York City – Criminal Justice Coordinator	**New York City Integrated Justice System** Tetrus are currently engaged in the development of Information Exchange Package Documents (IEPDs) for the GJXDM exchanges that were developed by Tetrus Consulting to allow the exchange of information between the NYPD, DOC, OCA and CJA and the other receiver agencies such as the District Attorneys.
New York City Department of Correction	**Information Sharing Project** Tetrus were engaged with the New York City Department of Correction in developing information sharing architectures and exchanges to allow the New York City DOC share information with external agencies.
US Department of Justice – NIEM Program Office	**NIEM 2.0 User Guide** Tetrus were involved in the development of NIEM 2.0 user guide for the NIEM Program Office. This User Guide will help all agencies understand the manner in which NIEM is utilized to develop and implement exchanges.
Massachusetts Sheriffs Association (14 Sheriffs)	**Massachusetts Sheriffs Information & Reporting System** Tetrus were involved with the Commonwealth of Massachusetts in implementing the Sheriffs Information and Reporting System across all 14 Sheriffs Offices in the Commonwealth of Massachusetts
Western Massachusetts Homeland Security Council	**Information Sharing Project** Tetrus are currently working with the Western Massachusetts Homeland Security Council in implementing a web services based information sharing architecture that will enable the District Attorneys, Police Departments, and the Fusion Center to share data related to offenders housed at the Hampden County Correctional facility.
Norfolk County Sheriff's Office	**Information Sharing Project** Tetrus are working with the Norfolk County Sheriffs Office in implementing an Information Sharing infrastructure using web services that will enable the various agencies to share information.
Massachusetts Department of Correction	**Information Sharing Project** Tetrus are currently working with the Massachusetts Department of Correction (DOC) in defining information sharing exchanges between the DOC and the State Parole Board.
Virginia Department of Correction	**Manage the Implementation of the Offender Management System** Tetrus were engaged in managing the implementation of an Offender Management System for the Commonwealth of Virginia.
Washington Department of Correction	**Implementation Strategy & Deployment Plan** Tetrus developed a deployment strategy and a deployment plan for the Washington State Department of Corrections for the deployment of Phase II of the OMNI project.
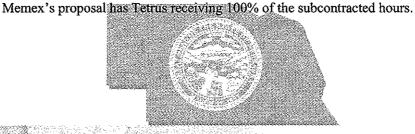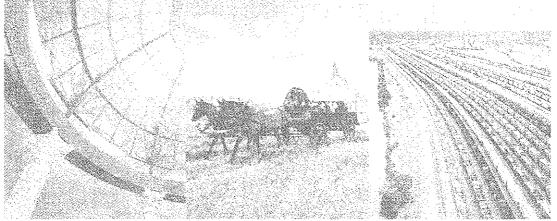
I. Tetrus Consulting Group, L.L.C.

   6 Jamestown Court
   East Brunswick, NJ 08816

II. Tetrus' tasks will focus principally on providing the mapping services from 19 identified data sources into a standardized format via their Ingest Tool, based on the approved IEPD and XML-schema definition for use at the NIAC. We have selected Tetrus for these activities based on their history, experience and knowledge of the standards sought by the NIAC. Memex and Tetrus both have additional, experienced personnel who can supplement and backfill any activities and tasks needed to keep this engagement on time.

III. Tetrus is the only proposed sub-contractor for this project. Our proposed project plan estimates that Tetrus will receive approximately 40% of the services hours.

IV. Memex's proposal has Tetrus receiving 100% of the subcontracted hours.

4. TECHNICAL APPROACH

a. Understanding of the project requirements

Introduction to Memex Patriarch

Memex Patriarch is a Commercial-Off-The-Shelf product specifically designed to meet the needs of law enforcement agencies engaged in intelligence and crime data collection and analysis.

Memex Patriarch offers the following key features:

- Extremely powerful search and analysis capabilities including the ability to carry out free text searching on all data indexed by the Memex Intelligence Engine – our proprietary search and data indexing technology.
- Support for workflow process including work assignment, supervision of data, case management and data review and purge cycles.
- Full compliance with 28CFR23 including the ability to maintain a clear separation between intelligence and non-intelligence data, while retaining users' ability to search both simultaneously.
- Comprehensive security and auditing capabilities.
- Support for integrating with external systems through data indexing, federated-search, or a combination of both.
- Highly flexible data collection and representation options – agencies are free to define exactly the data they wish to collect and analyze within the system and to design the forms used to represent that data. Alternatively, agencies can draw from Memex's library of pre-defined data designs for solutions such as Intelligence Management, Suspicious Activity Reporting, CAD and RMS data integrations, Gangs, Confidential Informants, and Narcotics. Memex's pre-defined designs are based on our experience working with some of the leading law enforcement agencies across the country and take into consideration national standards such as NDEX and ISE-SARS. This flexibility not only allows agencies to tailor-design their solution during initial delivery, but also allows the solution to be refined over time as new requirements come to light or new priorities are set. This can be accomplished without requiring Memex involvement or costly code-changes.
- Multiple options for integration with other systems including API's for a number of programming languages including Java and C#, web services based interfaces and XML load and extract facilities. These facilities provide a wealth of options for exposing system functionality to third-party systems such as dashboards and reporting tools.
- A defined framework for expanding system functionality, e.g.,adding new search functions or workflow processes.
- Choice of a traditional desk-top or web-based client application.

Although the flexibility of the **Memex Patriarch** offers enormous potential for agencies to tailor their solution to their exact requirements, the sheer volume of options available can – initially – be overwhelming. For this reason, Memex have pre-defined a number of system configurations for typical law enforcement solutions and these are used as a starting point during the design of the configuration for a new deployment. By taking this approach, Memex customers obtain the best of both worlds – a solution that incorporates national standards and is based on best practices and lessons learned by other agencies across the country, as well as the ability to customize the solution to their own unique local needs in a way that would typically only be available in a custom-developed, bespoke solution.

For the purposes of the NIAC, Memex will present an initial system configuration based on our Fusion Center and RMS/CAD integration configurations. These configurations will include data designs for working with:

- Intelligence Documents
- RMS and CAD data, including:
  - People
  - Organizations
  - Locations
  - Vehicles
  - Property
  - Weapons / Firearms
  - Dispatch records
  - Incident, Arrest, Booking Arrest and Field Interview reports.

One of the key tasks undertaken during the project's Initiation Phase will be a review of the proposed configuration presented by Memex during which and changes and/or missing items will be identified and recorded for incorporation during the project's "Realization" Phase.

Working with Data

The **Memex Patriarch** system provides three ways in which data can be made available for users to search and analyze:

- Data can be entered directly using the **Memex Patriarch** client interface. This is the appropriate method where Patriarch is being used as the primary repository for data – such as the IMS.
- Data from external systems can be indexed by the Memex Intelligence Engine. By executing the indexing process, the full range of Memex's advanced search capabilities are available when performing search and analysis against the data.

- Data in external systems can be searched directly using a modular Federated Search capability that allows adaptors to be added for specific systems. Data accessed via Federated Search can be searched side-by-side with data indexed by the Memex Intelligence Engine and consolidated results lists returned.

Memex are proposing that data collected as part of the Intelligence Management System will be entered directly via the Patriarch client interface. Patriarch provides System Administrators with a great deal of flexibility in designing forms for data collection including - but not limited to - allowing the inclusion of single and multi-line

Response to the State of Nebraska's
Request for Proposal
No. 2935Z1   Page 33   **Memex**

text boxes, drop down boxes and their contents, calendar controls, image controls, default values for fields, mandatory fields and customized pop-up help.

Memex Patriarch Form Designer Application for Administrators

Users have the option of attaching files to a record as well as directly typing record details. Any file type can be attached, but if the file is of a recognized textual format - including MS Office, PDF, and rich-text - the contents of the file will become searchable along with the rest of the record's content.
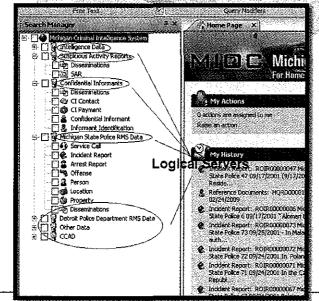
Data Integration

As mentioned previously, **Memex Patriarch** offers the option of both indexing data from external systems, or alternatively executing true federated searches where the contributing system performs the search on behalf of Memex Patriarch. Both approaches have their advantages and disadvantages which are discussed below. Memex are proposing a combination of approaches for this project. The decision to use one approach or the other will be based on the characteristics of each target system, and will be finalized with the NIAC during the Data Integration Assessment performed at the beginning of the project.

Data Indexing

During the data indexing process, data from a target system is copied into a Memex format repository and optimized for the types of searches and analysis typically performed by law enforcement officers and analysts. Thereafter, searches are processed against the Memex index rather than directly against the contributing system. This allows the full range of Memex search and analysis capabilities – including complete free-text and fielded search capabilities – to be applied to the indexed data. The process also provides the opportunity to deconflict the data with data obtained from other systems, e.g., identifying data pertaining to the same suspect that has been collected by multiple agencies.

While desirable from a functionality viewpoint, centralized indexes can cause concern with owners of the indexed data as they will often feel a loss of control over data for which they have responsibility. In turn, the receiving agencies may feel that by hosting indexes in a centralized manner, they have assumed responsibility for ensuring the indexed data complies with relevant legislation and local data handling mandates. **Memex Patriarch** alleviates these problems by using the concept of 'logical servers'.

A logical server is simply a way of grouping together sets of indexed data within a **Memex Patriarch** system. For example, one logical server may group together all intelligence data while another contains criminal history data. Yet another logical server might contain data related to Confidential Informants handling. Alternatively logical servers might be created to group data from different agencies, such as a Fusion Center environment.

Logical servers and the data they contain are represented in a tree view within the **Memex Patriarch** interface. This screenshot shows the

Memex

organization of logical servers in the Patriarch client interface for a typical deployment.

Organizing the Data

Exactly how indexed data is organized into logical servers in any given deployment is at the System Administrator's discretion; however there are two important points:

- Logical servers are one of a number of points within Patriarch where access restrictions can be applied. Depending on who you are and what privileges you have been granted, you may see a different set of logical servers when you log in to Patriarch from the person sitting next to you.
- A **Memex Patriarch** deployment can consist of multiple physical servers networked together over local or wide area connections. Each physical server can host one or more logical servers. From time to time, logical servers can be moved from one physical server to another – for example to relive the pressure on a particularly heavily utilized physical server. Such changes require minimal system reconfiguration and may be performed by the System Administrator.

It is the second point that has the greatest impact when considering data indexing. Because data can be organized into multiple logical servers each of which in turn can be hosted on one of a number of physical servers comprising the overall solution, it is possible to create a logical server for each external system being indexed and host it on a physical server co-located with the contributing system. This has a number of important benefits:

- The indexed data remains on the premises and under the control of the agency owning the contributing system.
- The receiving agency does not directly host any of the indexes.
- The indexing process itself does not require large volumes of data to be passed over wide area networks – local area networks are used during indexing with only queries and their results being passed over wide area networks.
- To the end user, the physical location of a logical server is transparent. All servers to which they have been given access can be searched simultaneously without any knowledge of the data's physical location.
- The workload of processing searches from multiple contributing systems can be spread across multiple physical servers thus increasing overall performance.
- Because the search and analysis is carried out against indexed data on dedicated **Memex Patriarch** servers, the contributing systems are not adversely affected by an increased number of queries, or poorly structured queries.
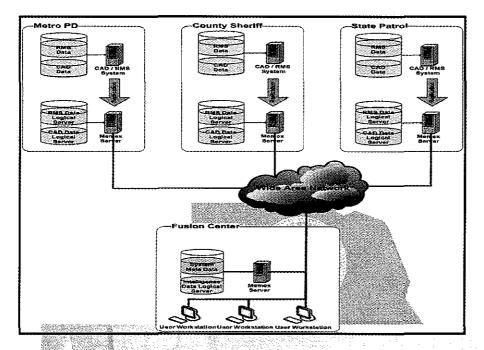
The following diagram illustrates a typical **Memex Patriarch** deployment using distributed indexed data.

It is important to note that the distributed nature of the Memex servers in the above diagram is optional. In some deployments, Memex customers have chosen to centralize the indexed data and others still have taken a hybrid approach where some data is centralized and some is distributed. The salient points are that the **Memex Patriarch** system is equally adept using both approaches, and to the end user the physical location of data is transparent.
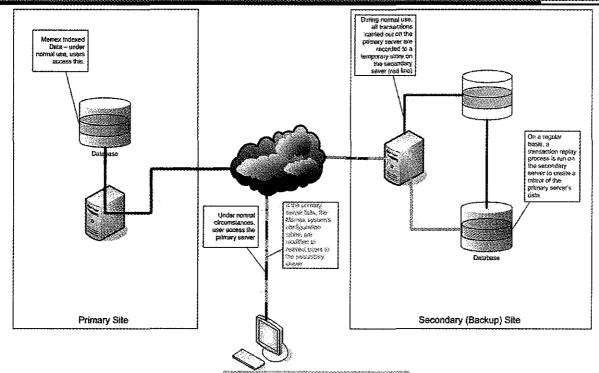
Indexing Process in Detail

The Memex Team will create the data indexing process for each relevant data source. The Memex Team are in the business of providing information sharing solutions to State, local, and federal entities. We have deep expertise in mechanized information exchanges, information extraction, transformation, and dissemination. We also have a substantial expertise in XML standards such as NIEM and LEXS, having built and implemented several IEPDs. Members of the Memex Team have built GJXDM and NIEM based Federated Search systems that connect disparate data sources, abstracting their differences and presenting a unified ingest and export interface.

The approach to data indexing aims to address a number of key considerations:

- The impact on the contributing system should be minimal.
- National standards for data exchange such as NIEM should be adhered to where appropriate.
- The contributing system retains primacy over the data i.e. updates made to the contributing system are reflected in the indexed data, but not vice-versa. In almost all cases, indexed data within **Memex Patriarch** is set to be read only, although the System Administrator can modify this for selected groups of users if required.

The overall indexing process is as follows:

1. The Memex Team will work with NIAC stakeholders during the project Initiation Phase to review the data entities – such as People, Vehicles, Incident Reports, etc. – to which indexed data will be mapped. The discussion will start with baseline entities of each type being proposed by Memex. Gaps – such as fields captured in the NIAC stakeholders' data sources that are not in the proposed Memex entities – will be identified after which Memex will produce a revised configuration. This process normally takes three to five days and will include revised form layouts, if needed. Memex solutions do not compel customers to accept the solution "as is", and provides maximum adaptability for our customers.

2. Once the revised configuration has been agreed upon, Memex will work with our partners at Tetrus to define a NIEM compliant Information Exchange Package Documentation (IEPD) describing an exchange format for the agreed data entities. The IEPD identifies not only how data fields should be represented, but also how the data should be embedded in operation messages, such as ADD-RECORD, MODIFY-RECORD or DELTE-RECORD.

3. Once the IEPD has been defined, the Memex Team will work with the owners of each data source to identify the most appropriate means for accessing the data source. In some cases, the owners of the data may choose to have us query their database directly via SQL queries. In other cases, agencies may choose to provide data extracts in CSV, fixed-width field, or some other agreed upon format.

4. Once an access method has been identified, the Memex Team will work to understand how data is organized in the source system and to develop a mapping to the IEPD schema. At this stage, consideration is given to whether any of the data in the source system should be filtered for sensitivity reasons. For example, some Memex customers have requested that data relating to juveniles be filtered.

5. Once a mapping has been established, an initial bulk load of data from the contributing system will be indexed by the Memex server.

6. Following the initial indexing, Tetrus's tools will periodically obtain updates from the source system and present those to the Memex server in XML compliant with the IEPD schema. The

Response to the State of Nebraska's
Request for Proposal
No. 2935Z1   Page 37   **Memex**

updates will occur on an agreed frequency that balances keeping the Memex indexes up to date while minimizing the impact on the contributing system.

7. The Memex server's data load mechanism will compare the supplied XML with map files that identify how the IEPD XML is mapped to its internal data structures and apply the changes to the Memex indices as appropriate.

One of the major concerns frequently expressed when considering a data integration approach such as this is the performance impact of the indexing process on the contributing system. However, when compared with a more traditional federated search approach, data indexing frequently has a lower impact. The reasons for this are:

- The queries that are run against the contributing system to identify changes since the last refresh tend to be relatively lightweight to process and able to make use of time and datestamp columns that are typically indexed within the contributing system.

- Data refreshes normally take place on frequencies ranging from every 24 hours to every few minutes. In typical law enforcement applications such as CAD and RMS systems, the numbers of records that have been modified in that time period tend to be relatively small – low thousands for even a large metro PD in a 24 hour period. In IT terms, this is a relatively small number.

- By contrast, a Federated Search approach requires the contributing system to process a steady stream of relatively intensive queries associated with search and analysis being carried out by users. Many systems, for example, will not be able to provide free text search results without carrying out a 'LIKE' style query requiring full-table scans on what can be very large tables. This can have a negative impact on existing users of the contributing system as well as providing analysts with poor search performance. It is also possible to miss important results without the free-text search capability.

The Data Mapping Process

The Data Mapping Process is intended to be flexible and to adapt to a wide variety of data sources. The process is also intended to accommodate different levels of capabilities of the source systems. Specifically, the Data Mapping Process supports three forms of data ingestion:

- Tetrus Web Service: A Web Service based on LEXS / NIEM standards. LEXS is a data standard that is based on the NIEM specification but is geared towards data integration with CAD / RMS systems. The source system would send a Web Service message in response to trigger conditions. The web service will accept the information and load it into a canonical representation before loading it into the Memex system. This capability would offer the most dynamic data integration between Memex and the source system.

- File Ingest Service: This capability is provided to support systems that might not have the capabilities to submit dynamic updates to the Tetrus Web Service. The format of the data would be agreed upon a priori and the File Ingest Service will accept the data, apply data transformation rules as appropriate and load into the Memex system. The source system would be responsible for creating the export at pre-determined time intervals. The File Ingest Service would be capable of processing both the initial loading of the data as well as accepting periodic updates. Experience suggests even if the source system provides periodic updates, a full synchronization should also be built into the data ingest methodology.

- Direct Database Integration: This capability is provided where the source systems are accessible through an RDBMS layer. Tetrus's Data Mapping Service would be customized to adapt to the data model of the source system. The Mapping Service would map / transform

the source data into a canonical form, also used by the above two methods, before loading into the Memex system. It should be noted that in order to minimize the intrusion into the source systems, the Data Mapping Service would execute at periodic intervals. This periodic run would detect changes in the source system and selectively collect only the changed records in the source system.

Federated Search

Indexing data from external systems – be it centralized or distributed - is Memex's preferred integration approach. This is because Memex indexes are optimized for the types of queries typically carried out by analysts, including full free text search capabilities over all data; however, it is recognized that for many data sources, indexing is either impossible or highly impractical. To deal with these situations the **Memex Patriarch** system offers a modular web-services based Federated Search capability.

Patriarch's Federated Search capabilities are tightly integrated into the client interface, and in many situations users may be unaware of whether they are accessing data indexed in a Memex repository or an external system via Federated Search. Searches are performed and results presented using the same user interface as searches against internally held data.

The Federated Search process works as follows:
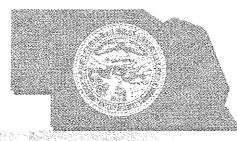
- A user defines a query and selects the data sources against which they wish to run the query.
- The primary Memex server recognizes that an external data source has been selected and intercepts the query for that data source.
- The primary Memex server looks up the target data source in a configuration file and identifies the correct Federated Search web service 'adaptor' to use. Web services adaptors are usually hosted on the primary Memex server, but can be hosted on another server if required for performance or operational reasons.
- The user's query is passed to the identified adaptor which translates the query to a format that will be understood by the target system. In some cases this may be a straight SQL query while in others it may be a request against a web service or other defined API.
- The translated query is passed to the external system and processed. The results are then returned to the Federated Search adaptor.
- The adaptor transforms and loads the results into temporary storage within the Memex repository, then indicates to the primary Memex server that the search has been completed.
- The primary Memex server returns the cached results from the external system to the user along with the results of searches against internally held data which will have been running concurrently.
- When the user logs out of Memex Patriarch, any cached results will be purged from the system unless the external system has been specifically identified as allowing results to be retained for a longer period.

A key part of the Federated Search approach is the availability of a suitable adaptor for the targeted system, as defined above. For some systems, this can be achieved through simple configuration of standard adaptors provided by Memex. This is particularly true of systems supporting JDBC connections. For other systems, including those that support integration through a custom API, a specifically tailored adaptor may need to be developed. In such cases, the web services nature of the Federated Search framework means any programming language supporting web services can be used.

Memex consultants will work with State personnel during the Initiation Phase to confirm those data sources that require a Federated Search style interface and to identify whether the standard adaptors can be configured for use with the data source or whether a tailored adaptor is required. Tailored adaptors will be developed by Memex concurrent with the project's Realization Phase.
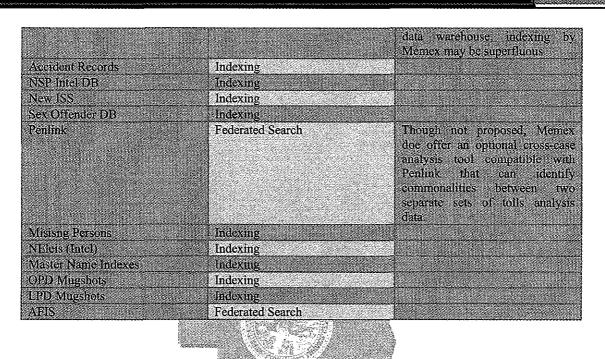
The Federated Search approach offers a convenient means of making data available from data sources not suited to replication and/or indexing; however, it must be emphasized that the search functionality that can be applied to data accessed in this manner is limited to the capabilities of the external system. Not all search and analysis features available when accessing data in Memex format repositories may be available when accessing external data via Federated Search. Care must also be taken when trying to run queries against a data source that are of a nature for which it has not been optimized. Such queries can very quickly have a detrimental effect on the performance of the external system.
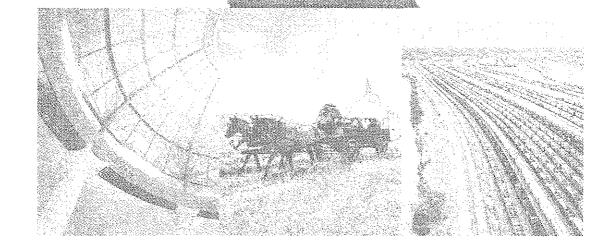
Integration Approach by Identified Data Source

The RFP identifies a list of 22 data sources, to which data access has been deemed necessary or desirable. The following table identifies which approach – indexing or Federated Search – Memex anticipate taking with each data source based on our current understanding of each system. During the Initiation Phase, this table will be jointly reviewed and revised as required.

Data Source Name	Anticipated Integration Approach	Notes
OPD CAD	Indexing	
OPD RMS – Old	Indexing	As this is an 'old' data source, a one-time load of data may be all that is required.
OPD RMS – New	Indexing	
LPD CAD	Indexing	
LPD RMS	Indexing	
OPD Gangs	Indexing	
NSP CAD	Indexing	
NSP RMS – Old	Indexing	As this is an 'old' data source, a one-time load of data may be all that is required.
NSP RMS – New	Indexing	
Filebound	Indexing	
NCJIS	Federated Search	Depending on the format of this

		data warehouse, indexing by Memex may be superfluous
Accident Records	Indexing	
NSP Intel DB	Indexing	
New ISS	Indexing	
Sex Offender DB	Indexing	
Penlink	Federated Search	Though not proposed, Memex doe offer an optional cross-case analysis tool compatible with Penlink that can identify commonalities between two separate sets of tolls analysis data.
Misisng Persons	Indexing	
NEJeis (Intel)	Indexing	
Master Name Indexes	Indexing	
OPD Mugshots	Indexing	
LPD Mugshots	Indexing	
AFIS	Federated Search	

Memex Patriarch System Architecture

The following section provides technical details of, and requirements for, running the **Memex Patriarch** system.

Memex Patriarch Client

Memex Patriarch can be deployed as a traditional desktop client, as a web-based thin client, or a combination of both. Both interfaces provide the same functionality and have the same look and feel. There is little to no cross-training required for users when switching between the two interfaces.

Desktop Client

The **Memex Patriarch** desktop client is a traditional desktop application for the Microsoft Windows platform. Currently, it is certified for deployment on Windows XP Service Pack 3 or later, or Windows Vista. The application uses standard Windows interface elements and will be familiar to anyone with experience using Microsoft Office 2007.

The client has been developed using Microsoft Visual C++ and Visual C#. It can be deployed using a traditional MSI installer or using Microsoft's Click-Once technology which allows non-administrative users to install the application from a web-link, and auto-deploys updates to the users' PCs.

Web Based Client

The **Memex Patriarch** web interface uses technology that allows desktop applications to be accessed through a web interface. This technology has two distinct advantages over traditional web architectures:

- Traditional web interfaces have always struggled to offer the depth of functionality and user experience of desktop applications. With Memex Patriarch, there is no difference between the web and desktop interfaces.
- Network bandwidth requirements are extremely low.
- The architecture has been designed to ensure that no residual data such as cookies, form-fill prompts or retained passwords are left behind on the PC used to access the web interface.

The use of the **Memex Patriarch** web interface does require the use of additional hardware to act as web application servers. Detail of the hardware requirements are provided later in this section.

Memex Servers

The **Memex Patriarch** server components can be deployed on Windows 2003 Server R2, Red Hat Enterprise Linux 5 or Sun Solaris 10 (on SPARC hardware). For the NIAC, Memex are proposing deployment on Windows 2003 R2 – per the NIAC's requirements.

The overall server components include:

- **The Memex Intelligence Engine (MIE)** - the MIE is Memex's proprietary data search and indexing technology that provides the advanced searching capabilities inherent in Memex's client applications. This runs as a Windows service or as a daemon on Linux / Solaris servers.
- **Underlying RDBMS** - where **Memex Patriarch** is being used as a primary data store, as is the case for the IMS solution, an underlying RDBMS system can be added to augment the

functionality provided by the MIE data search and indexing engine. In accordance with NIAC's preferences, Memex are proposing the use of Microsoft SQL Server 2008. Oracle and MySQL are also supported.

- **Memex Web Services** – these provide the framework for a number of key components including Federated Search, third party application integration, and the Memex Form Extensions (MFX) framework that allows custom functionality to be added to the core system. In a multi-server deployment such as is being proposed for the NIAC, typically only one server is designated to host the Memex Web Services.
- **Memex Autoweb** – this component provides users with the ability to include websites in their search and analysis. The component works by caching a copy of identified websites and indexing the text of each website thus making it searchable. Websites can be cached on-demand or automatically at set intervals. Typically only one server is designated to run Autoweb in a multi-server deployment, as with web services.

Memex is proposing a network of four Memex servers for the NIAC deployment.

Three of these servers – one at each of the three participating agencies - will be used to host indexes and to process searches of data from contributing systems belonging to each agency.

One further Memex server will store data gathered as part of the IMS solution and will host Autoweb and Memex Web Services (for Federated Search and access by the dashboard). This server will also act as the main 'Configuration' server, holding system meta-data such as data definitions, user and group permissions and the system audit trail. This server also acts as the initial connection point to which the client applications connect. SQL Server 2008 will be installed on this server.

Data Integration Servers

In a typical Memex deployment involving distributed servers indexing data from external systems, the Memex Servers normally handle both the ETL processes and subsequent hosting of the resulting Memex repository.

Because of the number of data sources being considered for integration by the NIAC, Memex has determined that it would be prudent to devolve the ETL processing at each of the three agencies to a separate server. This allows ETL processes to take place without impacting system performance for users of the **Memex Patriarch** system.

The Data Integration Servers – one at each of the three main agencies – will principally be used to host the Tetrus data transformation processes and will connect to the contributing systems located at each agency. The data integration servers will be responsible for transforming the data from the contributing system to NIEM compliant XML consistent with the developed IEPD, and for passing that XML to the Memex server at each agency for indexing by the Memex Information Engine.

As with the Memex servers, the data integration servers will run Windows 2003 Server.

Web Server

Memex are including a Web Application Server as part of our proposal, as the NIAC has expressed a preference for a web-based interface. This will host Memex's web interface through Microsoft's Internet Information Services web server.

System Backup and Recovery

The **Memex Patriarch** system is provided with a complete set of back-up and recovery tools that include replicating system data, including MIE data indexes, to redundant spare servers.

The Memex replication process operates in two parts:

- Transaction recording takes place on the primary servers, recording every action that modifies system state, data or indexes. The transactions are typically written to a location that can be accessed by the secondary/redundant servers. This may be directly on the redundant servers, or it may be to some shared storage. The key point is that the transactions are not stored on the primary servers themselves.
- On the secondary/redundant servers, a transaction replay facility is run on a scheduled basis. This takes the transactions from the primary server and applies them to the secondary server to bring it up to date. The replay schedule is set by the System Administrator.

In the event of a primary system failure, the process for switching to the redundant server is as follows:

- The transaction replay facility is called, if required, on the redundant server to bring it up to date.
- The system meta-data on the 'Configuration' Memex server is updated to reflect the new network location of the redundant server.
- Users logging on to the system now see the logical servers are available again. It is transparent to them that the logical servers are now being hosted by a different physical server and possibly from a different location.

The above steps can typically be completed within 15 minutes.

The **Memex Patriarch** Solution also ships with a backup tool that allows online back-ups of the system. The backup tool is designed to ensure the data integrity of backups.

A full backup and disaster recovery plan will be delivered as part of the solution deployment and will typically comprise full weekly or monthly system backups with system replication occurring between backups.

Networking Requirements

The **Memex Patriarch** client uses TCP / IP to communicate with a Memex Server over a port that can be specified by the System Administrator. SSL can optionally be used to encrypt traffic. Network requirements per-user are typically low as traffic normally occurs in bursts with users requesting a query, receiving the results and then generating little network traffic as they interpret the results.

A 300Kbit connection will typically support approximately 10 concurrent users with the size of the connection required increasing proportionally with the number of concurrent users. A connection of this size will be required between each location from which users access the system, and from the location of each of the four Memex servers.

The **Memex Patriarch** Web Interface reduces the bandwidth requirements and has been demonstrated working over dial-up quality connections; however, for optimum performance, it is recommended that at least a 256Kbit connection is used to access the web server.

Memex

It is recommended that the Data Integration servers have LAN access to the systems being indexed. The purpose of having three Data Integration servers is to allow one to be co-located with the systems belonging to each agency and to prevent large amounts of data being transferred over wide-area networks. Where this is not possible, it may be necessary to employ a non-indexed federated search approach.

Finally, it should be noted that when evaluating the use of existing network connections, current utilization of the link should be taken into consideration. A high bandwidth, high utilization link may provide poorer performance than a low bandwidth / low utilization link.

Hardware Requirements

Desktop Client Workstations:

- Windows XP SP3 or Windows Vista (both 32bit)
- 512MB Ram
- 500 MB available disk space
- 1024 * 768 or greater screen resolution
- Microsoft Word 2003 or 2007 (Word is used to provide spell-check functionality – if it is not installed, spell check will not be available but all other system functions will be).

Workstations Accessing Via Web Interface

- Internet Explorer 6 or later
  Or
- Mozilla Firefox 3 or later (with Java enabled).

Memex Server Specifications
- Microsoft Windows Server 2003 R2 32Bit Standard Edition
- 4GB RAM
- 2 * Intel Xeon E5430 Quad Core Processors
- 4 * 750 GB 7.2K SAS Disks in RAID 10
- Microsoft SQL Server 2008 Standard (2 socket license) (Configuration Server and Configuration Server Backup Only)

Memex Web Application Server Specifications
- Microsoft Windows Server 2003 R2 32Bit Standard Edition
- 4GB RAM
- 2 * Intel Xeon E5430 Quad Core Pro cessors
- 2 * 73 GB 15K SAS Disks in RAID 0

Data Integration Server Specifications
- Microsoft Windows Server 2003 R2 64Bit Standard Edition
- 32GB RAM
- 4 * Intel Xeon E7320 Quad Core Processors (or AMD equivalent)
- 4 * 750 GB 7.2K SAS Disks in RAID 10

The cost of purchasing servers matching the above specifications, including redundant servers, has been included as part of our Cost Proposal.

b. <u>Proposed development approach</u>

Please refer to our response to Section 4.a. for our proposed development approach.

c. <u>Technical considerations</u>

Please refer to our response in Section 4.a. for additional technical considerations.

d. <u>Detailed project work plan</u>

Memex has been providing software solutions for intelligence-led organizations for more than two decades.

Our approach to responding to this RFP has been to align the State's goals and objectives for a system to provide a mechanism for law enforcement agencies to aggregate, share and exchange RMS/CAD and other information sources more efficiently, in order to improve the delivery of public safety services for the citizens of the State of Nebraska, and adapt and address them via a configurable solution based on Memex Patriarch. Among the other data sources will be a fully-operational 28CFR23 compliant Intelligence Management Solution that is one day envisioned to be accessed and used by the more than 250 jurisdictions in the State of Nebraska – providing the one piece of the overall solution that may be seen by all law enforcement officers in the State.

The NIAC is seeking a unified view of the data that is contained in these information sources with visualization technologies available to simplify the analysis and understanding of the information being presented. **Memex Patriarch** – a component of Memex Series VI – can provide this single-source portal to access and analyze this information. This approach offers the NIAC many benefits and will dramatically increase the value of the overall solution while controlling costs and reducing risks. Among the benefits of this approach are:

1.   Sustainability – A product-based solution will afford the NIAC opportunities to receive new software releases that:
        a.   Provide new features/technologies (e.g., when Memex incorporated GIS functionality it was made available to customers on support at no additional cost)
        b.   Address software errors (aka, bugs)
        c.   Incorporates input and enhancements from our global user community
2.   Reduced risk – Memex has a proven history of successfully deploying enterprise-wide solutions -- for State Police forces, National Police forces and large metropolitan law enforcement organizations
3.   The ability to rapidly deploy a known solution that has been developed and tested – not only by Memex – but by a global community of law-enforcement and investigative organizations that are tackling the exact same issues as the NIAC
4.   Configurable – as opposed to custom – solutions ease maintenance and provide increased flexibility for expanding and supporting a solution; our customers have the ability to modify, extend and implement new initiatives without seeking Memex assistance

Memex implements our Series VI software based on our Sure Start methodology, which is described below and provides the foundation for our management approach. Please refer to **Exhibit B** for our proposed NIAC Project Plan.

Project Discipline

The Sure Start lifecycle encompasses five different stages, each with different objectives to be accomplished within each stage. One of the unique features of Sure Start is how early we get users to be interacting with our applications. We do this because there are inevitably changes to requirements and design after development has commenced with traditional approaches. Sure Start captures these changes much earlier in the process, and – due to the inherent configurability of Memex software – allows these changes to be adapted more readily. Sure Start recognizes the user understanding lifecycle and emphasizes iteration as a means for driving consensus and results.

Memex's approach involves active client participation to achieve consensus of required changes as well as client involvement in prioritizing project activities in order to realize the highest business value. This approach is designed to rapidly deliver business applications that improve processes and performance.

Sure Start includes specific components on package implementations, including the various "gates" that must be cleared for business process, project management, technology, and change management to achieve a successful implementation.

In formulating our proposed work plan, the Memex Team diligently attempted to reflect our experience implementing similar solutions with other law enforcement agencies:

- Systematic and comprehensive testing at each step prior to moving forward to the next
- Active involvement with project participants to facilitate full knowledge transfer and to control overall costs
- Comprehensive training
- Complete and fully tested participant implementation protocol prior to full rollout

These elements are inherent in each stage of our proposed implementation process.

User Driven Workshops

Memex deploys a workshop-based approach for driving requirement validation, solution design, and "buy in" from our clients' user base. Our most successful business solutions focus on iterative design by cross-functional teams early in the process. This allows us to identify issues early in the project lifecycle, and resolve them prior to their impact on the project schedule. We will begin the process of assisting the NIAC with realizing its vision by conducting workshops early in the process to confirm requirements and drive the final configuration.

Cross-functional teams will be gathered with the Memex workshop team and drive through the requirements to obtain consensus and understanding for all participants. We have often found that our process will identify additional requirements, eliminate other requirements, and identify solutions that differ from those proposed. Effective configuration management will capture and track these changes. Additionally, Memex's approach is to capture all of these changes - and their impact on the overall project schedule - in our Scope Bank and Scope Matrix for all members of the project team to see and review. This will assist Memex and the NIAC's stakeholders in identifying and managing the resources necessary to complete the project on schedule.

User driven workshops are deployed early in the Sure Start's project life cycle to provide maximum insight, clarity, and joint expectations for the remainder of the project. The Project stages are defined below.

Introducing Sure Start

Memex Sure Start provides a mechanism that supports the rapid implementation and deployment of Memex solutions. The objectives of Sure Start are:

- Accelerate the implementation and deployment process
- Secure cross-organizational/business commitment to the solution and program
- Align all project participants' expectations
- Confirm the overall project timetable, milestones, roles and responsibilities
- Define success measures for the project
- Facilitate that the people, processes, and technology are poised for success
- Increase the adoption rate of the program amongst the extended user community

The various Sure Start stages are introduced, below.

Initiation

The Initiation stage is important for clarifying all participating organizations' expectations with the project. This stage, which will manifest itself via the scheduling of two user workshops – one to focus on the Intelligence Management System configuration and the other on the Criminal Information System data sources – and will be used to:

- Finalize and agree project scope for all participants

- Agree the workflow requirements for the **Memex Patriarch** homepage

- Confirm the data source applications, content, and ETL mechanism(s)

- Confirm the structure of the databases in which to store documents

- Identify cross-sectional roles and responsibilities

- Identify "Super Users"

- Install the Memex software on the project server

- Order the hardware

- Review and confirm the standard Memex entities for Intelligence

- Review and confirm the standard Memex entities for RMS/CAD information sharing, as well as the other NIAC data sources

- Perform a data integration assessment to confirm the data sources to be accessed and the mechanism for accessing

- Agree success measures

- Finalize the project plan and implementation schedule

Memex will finalize the hardware to be ordered with the NIAC during this phase, and place the order. Memex will install the COTS software on a project server that will be provided by Memex, which will allow the project to proceed on schedule while awaiting delivery of the servers to be deployed for the project. Memex is proposing to have these servers delivered to a Memex facility, where we will install and test software prior to delivery to the State to support the State's testing.

Initiation will occur during the first six weeks of this engagement and will conclude with the final agreed project plan, installed COTS software, identified websites of interest to monitor, and confirmed data sources and access mechanisms.

Memex will enter the Realization phase of the project using Memex's out-of-the-box functionality, which already contains the Intelligence and NDEX-compliant list of entities and many of the solution features and functions required by the NIAC. Concurrently, the Memex Team will define the IEPD for this engagement, and will begin the integration work for mapping and indexing the agreed-to data sources, using Tetrus' Ingest Tool.

Realization

The Realization stage is when users will have their first opportunity to "touch" the new application. Memex will work directly with users via an iterative process to configure a production ready solution. Much of this work will come via the aforementioned User Workshops and the workshop reviews.

The initial software that will be used during this stage will be based on Memex's Commercial-Off-The-Shelf (COTS) functionality. The NIAC system's requirements will be reviewed and confirmed during the Workshop. Memex has typically seen additional requirements arise during these Workshops as participants begin visualizing and understanding the capabilities and power of the Memex solution set.

For example, Memex has the ability to import Open Source information and emails, and make it all searchable with case data. While some of these capabilities may be outside the scope of this engagement, there may be certain capabilities that the NIAC would like to see implemented that may be within scope, and other capabilities that may be deployed in future phases of the project. Additionally, it is not unusual to see additional, customer-specific data elements and attributes identified during these workshops that should be captured in the application. These modifications and/or configuration changes are executed through a simple process within Memex, and will be performed after the initial workshop – and ready for review at the subsequent workshop. These are not software changes and no programming is required. Memex recognizes that, "one-size does not fit all" and allows our customers to have the solution configured according to their business needs and workflows. This is accomplished without software modification and are processes that the State will learn as part of their Administrator Training.

These requirements – and their resulting configuration options – will be captured and used in the system design. Many of these features and requirements will be illustrated in the Second User Workshop. This will also be used to configure the Prototype that will be used during the Pilot Phase of the project. The results of these workshops will be incorporated in the Pilot.

Memex will configure the application during the Realization stage of the project. This includes work with the agreed Dashboard and Compstat Reporting functionality. Concurrently with this stage, the

Memex Team will define the IEPD and XML-schema definition for use at the NIAC. This will allow the data mappings, integrations, interfaces and connectivity to data sources to begin during this stage, and it will continue through the remaining stages of the project.

While Memex develops any required Federated Search adaptors, much of the mapping work will be executed by Tetrus, who will lead the effort mapping the data sources through their Ingest Tool, and index the data into a standardized format for Memex to access. These integrations will be verified and tested as they become available throughout the project. This will not prevent the NIAC from proceeding with the subsequent stages of the project, and phasing the implementation of the Memex solution such that the NIAC obtains benefit and value earlier in the project than awaiting completion of all 22 data connections.

For example, the Intelligence modules will be ready for implementation prior to the completion of all 22 data sources, but the State can begin using the IMS. Likewise, as data sources become available, the State will be in a position to immediately access them through the common user interface provided in Memex Patriarch. Intelligence data will be clearly differentiated from Investigative data in compliance with 28CFR23, but the data sources will be made available to authorized users as testing is completed.

Finally, Memex will configure the backup and recovery functions during this Phase of the project. At the conclusion of this stage we will schedule Pilot training, and enter the Pilot stage of the project.

Pilot

The Memex Team will be prepared to Pilot the solution at the conclusion of the Realization stage. Much of the feedback collected during the Realization stage will be incorporated into the Pilot. Many of the activities identified for this stage will be repeated during the Rollout stage of Sure Start, especially the testing activity.

This will be the NIAC's first opportunity to "shake down" what the implemented solution will look like. Training will occur during this stage so that the Pilot users are able to efficiently and effectively access and use the application. It will also allow the integrated team to uncover small details – such as additional training and support requirements – prior to the full-scale rollout. The NIAC Administrators will also be trained during this stage such that they can apply their learnings immediately by establishing user profiles and security roles/groups with Memex personnel available for support. It will also position them to obtain practical experience as the new data sources are made available to Memex users. Users will be trained in search, retrieval, Homepage configuration, visualization as well as a variety of other usability features.

The proposed User and Administrator curriculums for training may found in **Exhibit E.**

As previously mentioned, Memex does an extensive amount of testing during the Pilot and Rollout stages. Testing allows us to identify problem areas early, prior to end users seeing them. Comprehensive testing not only reduces implementation issues, but it increases the credibility of the application with the end users.

The Memex testing phase includes the following activities:

- Connectivity testing

- Data integration testing

- Configuration testing

- User testing

Representative test cases are contained in **Exhibit D**. We encourage and expect NIAC's participants to attend, observe, and/or execute many of these test processes – both as a means of increasing their confidence in the solution, as well as to enhance and reinforce those items learned through training. Each data source and/or Federated Search will be individually tested as they become available for deployment in this solution.

We expect the pilot stage to last ten weeks.

Review

The Review Stage is executed after the Pilot stage. This stage provides an opportunity for all project participants to step back and assess the status of the project. This review attempts to identify best practices and lessons learned that may be applied to subsequent phases of a project. The NIAC's Project Management Team and NIAC participants from the Pilot and Rollout are expected to participate in these reviews.

The Project Review will also be used to assess the project status and implementation readiness. Items such as backup and recovery as well as the availability of test and/or training servers will be finalized during this time period.

At the conclusion of the project there will be a final review and an assessment of the project, and – at the NIAC Team's request – a discussion of future opportunities for the NIAC. Finally, during this period Memex will complete the turnover of any remaining manuals, warranty information, contact information, and any other standard information that may be used to facilitate and support the successful NIAC implementation.

Rollout

The Rollout stage replicates many of the activities identified in the Pilot stage. The Memex Team will work closely with the NIAC Team to identify and schedule any additional required User and Administrator training for the implementation, as well as to confirm when the implementation will become official. Factors that will influence the implementation include:

- Readiness of the NSP, OPD and LPD from an infrastructure standpoint (e.g., network connectivity, etc...)

- Data connectivity capabilities – specifically, the agreed data sources from each of the participating jurisdictions

- Training, and readiness of the participants from the NIAC stakeholders

- Completion of testing

Prior to implementation there will be a meeting between the NIAC and Memex Project Management folks to assess and confirm that the solution is ready to "go live". We are proposing that, "go live" occur upon readiness of the Intelligence application and any data sources that are ready. The remaining data sources become available as they are completed and tested. Memex will assist the NIAC with the monitoring of data integration functions as well as user and administrative use of the application through the remainder of the Rollout Phase. After completing the turnover activites, Memex and the NIAC will schedule a two-day "refresher" training for users. This is a Best Practice Memex has incorporated into our methodology based on customer feedback. Upon completion and implementation of the final agreed data source, the Project Completion Deliverable will be provided, during which there will be a confirmation that all necessary and appropriate items have been "turned over" by Memex to the NIAC.

Finally, subsequent to the successful implementation, Memex recommends that the NIAC and Memex meet with Memex's other users in the MOCIC to review how information might be securely shared and exchanged among them, as well as expanded to incorporate the SARs and Intelligence information being captured among all the parties – perhaps through the RISS Node.

Memex's proposed Project Plan may be found in **Exhibit B**

e. Deliverables and due dates

Please refer to the Memex Project Plan in **Exhibit B** for a list of Deliverables and Dates. Please note that among the Deliverables during the Initiation Phase is a finalized Project Plan that is agreed with the NIAC stakeholders. This may result in the modification of Deliverable dates.

List of all Deliverables and Due Dates

Phase	Deliverable	Due Date
Project Management	September Status Report	10/05/09
	October Status Report	11/05/09
	November Status Report	12/04/09
	December Status Report	01/05/10
	January Status Report	02/05/10

	February Status Report	03/05/10
Initiation	Initiation Deliverable Submission	10/13/09
	Final Project Plan	10/13/09
	Software Installation and Test Results	10/13/09
	Final list of entities	10/13/09
	Data Integration Assessment	10/13/09
	List of Websites of Interest	10/13/09
Realization	Realization Deliverable Submission	11/30/09
	Application Configuration Confirmation	11/30/09
	Testing Plan	11/30/09
	Training Plan	11/30/09
Pilot	Pilot Deliverable Submission	01/15/10
	Memex Punch List	01/15/10
	NIAC Punch List	01/15/10
	Executed Test Scripts	01/15/10

	Confirmed Executed Training	01/15/10
	Primary/Redundant System and Server and Software	01/15/10
	User Desktop Functionality	01/15/10
	Structured Output Capability	01/15/10
	Backup and Recovery Processes	01/15/10
	Confirmation of Completed Turnover Activities	01/29/10
Data Integration	Submit for NIAC Review/Approval for OPD CAD Integration	11/20/09
	Submit for NIAC Review/Approval for OPD RMS Integration	11/20/09
	Submit for NIAC Review/Approval for OPD RMS New SQL Records Integration	11/20/09
	Submit for NIAC Review/Approval for OPD Gang Database Integration	11/20/09
	Submit for NIAC Review/Approval for OPD Mugshot Integration	01/15/10
	Submit for NIAC Review/Approval for LPD CAD Integration	01/15/10
	Submit for NIAC Review/Approval for LPD RMS Integration	01/15/10
	Submit for NIAC Review/Approval for LPD Mugshot Integration	01/15/10
	Submit for NIAC Review/Approval for NSP CAD Integration	02/12/10

	Submit for NIAC Review/Approval for NSP RMS Old Integration	02/12/10
	Submit for NIAC Review/Approval for NSP RMS New Integration	02/12/10
	Submit for NIAC Review/Approval for NSP Intel	02/12/10
	Submit for NIAC Review/Approval for Filebound	12/18/09
	Submit for NIAC Review/Approval for Accident Report Division	12/18/09
	Submit for NIAC Review/Approval for New ISS	12/18/09
	Submit for NIAC Review/Approval for Sex Offender DB	03/12/10
	Submit for NIAC Review/Approval Missing Persons	03/12/10
	Submit for NIAC Review/Approval for NEleis	03/12/10
	Submit for NIAC Review/Approval for All Masters Name Index	03/12/10
	Submit for NIAC Review/Approval for NCJIS	12/11/09
	Submit for NIAC Review/Approval for Penlink	01/15/10
	Submit for NIAC Review/Approval for AFIS	02/19/10
Project Completion Form Submission	Submit Project Completion Deliverable	03/19/10

Contract Exceptions (Section III)

Memex is submitting the following requests and comments to Section III, Terms and Conditions. Memex provides these comments with the understanding that the parties will work together in good faith to negotiate terms and conditions. Memex remains very flexible and looks forward to finalizing the contract. Memex has updated Section III, Terms and Conditions with redlined comments to facilitate the State of Nebraska's ("State") review of our comments or concerns as follows:

Memex has attached as **Exhibit B** its standard Software License Agreement – located in **Exhibit C** – that it proposes to govern the State's purchase of Memex's Commercial off the Shelf Software. The terms and conditions below would govern Memex's provision of services.

E. **OWNERSHIP OF INFORMATION AND DATA**
Memex has altered the clause below to reflect its commercial business practices.

Proprietary Software. Each party will retain all rights in any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the date of this Agreement, or acquired or developed after the date of this contract without reference to or use of the intellectual property of the other party. All software that is licensed by a party from a third party vendor will be and remain the property of such vendor.

Contractor retains ownership and all intellectual property rights to anything developed or delivered under this agreement. Upon payment for services the State will have a perpetual, non-exclusive, non-assignable, royalty free license to use for its internal business operations, anything developed by contractor and delivered to the State under this agreement.

The State's acquisition and use of contractor's Commercial off the Shelf Software listed in **Exhibit C** shall be governed exclusively by contractor's commercial license agreement attached hereto as **Exhibit C**.

F. **INSURANCE REQUIREMENTS**
1. Memex agrees with the substance of the State's clause and has added a sentence to clarify the effect of insurance on its liability.

2. Subject to waiver by the State, in whole or in part, of these requirements, the contractor shall not commence work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the State (or contractor). Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

3. 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. The obligation of contractor to provide the insurance specified herein shall neither increase

nor decrease in any way any obligation or liability of contractor provided elsewhere in this contract.

G.   COOPERATION WITH OTHER CONTRACTORS
Memex accepts the State's clause and reserves the right to negotiate additional protections if the State should award a contract jointly between two or more contractors.

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1.   The State reserves the right to award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of the State.

I.   CONTRACTOR RESPONSIBILITY
Memex agrees with this clause and refers the State to Section 3.j Subcontractors, that sets forth the subcontractors identified for this proposal.

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the contractor'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. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J.   CONTRACTOR PERSONNEL
Memex agrees with this clause and has added provisions to allow Memex to provide continuity of personnel in the event of unexpected circumstances.

The contractor warrants that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of the State, except if the employee leaves Subcontractor's employ or becomes unavailable to work for employer. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the contractor to reassign or remove from the project any contractor or subcontractor employee. If, in its reasonable opinion, the State determines that the general conduct of contractor or subcontractor personnel do not conform with the requirements of this contract or for any other lawful reason, the State shall notify contractor in writing of such issues and subcontractor shall have five (5) working days ("Cure Period") _to cure such issues in writing. The State shall have the right to remove the contractor or subcontractor personnel that are performing the services under the contract if the issue(s) is not corrected by the end of the

Cure Period. In the event the State reasonably believes that the opportunity to cure such an issue is not warranted, the State shall immediately notify and work with contractor's senior management to work to correct the issue which may include immediate removal of contractor or subcontractor personnel that are performing the services under the contract .

Q.　ASSIGNMENT BY THE CONTRACTOR
Memex agrees with this clause and has added a provision to allow Memex to continue to serve the State and accommodate any changes in its business operations.

The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld, provided that contractor may assign this contract pursuant to a merger or a sale of all or substantially all of such party's assets or stock without the prior approval of the State.

S.　GOVERNING LAW
Memex agrees with this clause and has added a provision to clarify the technology law applicable to this contract.

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal or state laws or regulations are enacted, it will not apply to this contract, and the governing law will remain as if such law or regulation had not been enacted.

T.　ATTORNEY'S FEES
Memex agrees with the general substance of this clause and altered a word to clarify the circumstances under which attorney's fees could be awarded.

In the event of any litigation, appeal or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, as required by law, including attorney's fees and costs, if the State is the prevailing party.

U.　ADVERTISING
Memex has added language to be able to identify the State as a customer and allow the State to approve any information released publically.

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. News releases pertaining to the project shall not be issued without prior written approval from the State. The contractor may identify the State as a customer in public statements and publications, including the production of a case study and/or press release, the content of which will be agreed with the State. Neither party shall make any public statements regarding this contract without the prior written consent of the other party.

W.   SITE RULES AND REGULATIONS
Memex has accepted the substance of this clause and made one alteration to comply with its commercial practices.

The contractor shall use its commercially reasonable 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 between the State and the contractor.

Y.   EARLY TERMINATION
Memex has altered this clause as indicated below so that it complies with commercial practices.

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 30 days written notice to the contractor. In the event of cancellation the contractor shall be entitled to payment, fees, and expenses accrued for products or services prior to termination.

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 as evidenced by a final judgment rendered by an adjudicatory authority with appropriate jurisdiction;

    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) 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 in violation of the confidentiality Section OO herein;

AA.   BREACH
Memex has altered the clause to provide Memex with rights similar to the State's rights in the event of a breach and a survivability clause in the event the contract is terminated for any reasons.

*Response to the State of Nebraska's
Request for Proposal
No. 2935Z1*   Page 59   **Memex**

The State may terminate the contract, in whole or in part, if the contractor materially fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. If the State materially breaches the terms of the contract and the breach is not cured within thirty (30) days after written notice, then the contractor may terminate the contract at the end of the thirty (30) day period.

Effect of Termination under Y. and AA. Herein:

Termination of this contract or any license shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve the State's obligation to pay all fees that have accrued or are otherwise owed by the State under the contract or any ordering document or Statement of Work. The parties' rights and obligations under Sections TBD shall survive termination of this contract. Upon termination of the license, the State shall cease using, and shall return or destroy, all copies of the applicable Software.

BB. **ASSURANCES BEFORE BREACH**
Memex does not understand the intent of this provision in light of the State's acceptance and warranty rights.

CC. **PENALTY**
Memex requests that this provision be removed as penalty provisions are not appropriate.
In the event that the contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the contractor, without penalty, until such failure is cured or otherwise adjudicated. Failure to meet the dates stipulated in the contract for the deliverables may result in an assessment of penalty due the State of $100.00 dollars per calendar day not to exceed $50,000 until the deliverables are approved. Contractor will be notified in writing when penalty will commence.

DD. **RETAINAGE**
Memex has altered this clause as indicated below so that it complies with commercial practices.

The State will withhold twenty-five percent (25%) of the payment for the last deliverable due as retainage. The entire retainage amount will be payable upon successful completion of the project. 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 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.

EE. **PERFORMANCE BOND**
Memex requests the deletion of this clause because it is redundant of the State's protections requiring insurance and retainage. However, Memex is willing to negotiate an appropriate combination of retainage, and performance bond.

FF.   **FORCE MAJEURE** Memex has no comments concerning this clause, but has included the title to retain the State's lettering conventions.

GG.   **PROHIBITION AGAINST ADVANCE PAYMENT**
Memex has added a clarification to this clause.

Payments shall not be made until contractual deliverable(s) are received and accepted by the State as governed by the applicable Statement of Work.

HH.   **PAYMENT**
Memex has made alterations to this clause to clarify that payment is based on the Statement of Work.

Charges shall be payable thirty (30) days from the date of contractor invoice. 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 set forth in the applicable Statement of Work. 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, and the contractor hereby waives any claim or cause of action for any such services.

II.   **INVOICES**
Memex has added a sentence to clarify the payments terms contained in this clause.

The contractor shall invoice the State monthly, unless otherwise expressly specified in the applicable Statement of Work. Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment. 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.

JJ.   **AUDIT REQUIREMENTS**
Memex has altered the clause below to conform with commercial standards.

All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit no more than once per year at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall agree that it will be held liable for any State audit exceptions with which it agrees, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception as long as the contractor is in agreement

with such exception or disallowance. If the parties disagree about the exception or disallowance by the State, this disagreement will become a dispute under the contract..

MM. CHANGES IN SCOPE/CHANGE ORDERS
Memex has altered this clause to conform with standard commercial practices.

The State may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time. (The State retains the right to employ the services of a third party to perform any change order(s)).

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State. The contractor is entitled to an equitable adjustment for such changes or alterations. Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered shall be determined in accordance with the contractor's hourly rates specified in the Cost Proposal for the examination of the effect of any changes requested by the State. Notwithstanding anything to the contrary, any changes to scope of the services shall be made only in writing and executed by authorized representatives of both parties. The contractor shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change is agreed upon by the parties in writing.

Corrections of any deliverable services or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

OO. CONFIDENTIALITY
Memex has altered this clause to protect its own confidential information in addition to the State's confidential

Subject to Nebraska's public disclosure of information laws, all materials and information provided by one party (the "Disclosing Party") to the other (the "Receiving Party") and marked as confidential shall be regarded as confidential information ("Confidential Information") and shall be handled in accordance with Federal and State Law, and ethical standards. Each party must ensure the confidentiality of such materials or information. Should either party become aware that said confidentiality has been breached ; the Receiving Party shall notify the Disclosing Party immediately of said breach and take immediate corrective action. Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the Receiving Party; (b) was in the Receiving Party's lawful possession prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party; (c) is lawfully disclosed to the Disclosing Party by a third party without restriction on disclosure; or (d) is independently developed by the Receiving Party. The State shall not disclose the results of any benchmark tests of the Licensed Software to any third party without contractor's prior written approval.

Each party agrees to hold the other party's Confidential Information in confidence during the term of this Agreement and for a period of two years after termination of this contract unless otherwise required by law.

PP. **PRICES**

The contractor agrees that the State is entitled to competitive prices for the services it procures and believes that the State ensures such competitive pricing through the use of a procurement process such as this RFP. The contractor is unable to comply with this provision because it does not track its contracts in a manner that permits price comparisons to accomplish Most Favored Customer status, and the contractor's other customer contracts contain confidentiality obligations that do not permit disclosure of pricing. Therefore, the contractor requests that this provision be deleted. However, the contractor appreciates the State's concerns, and is willing to discuss this issue with the State during formal negotiations.

All prices, costs, terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the contractor may charge under the terms of the contract, do not and will not violate any existing federal, state or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

It is incumbent upon the contractor to inform its 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 to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, 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.

UU. **INDEMNIFICATION**

Memex has altered this clause to conform to its standard commercial terms.

1. **GENERAL**

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses for third party claims ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct or negligence of the contractor, its employees, subcontractors, consultants, authorized representatives, and authorized agents for death or bodily injury or damage to real or tangible personal property caused while contractor is on the State's premises and exclusive of data, except to the extent such contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

Hold Harmless" means to pay all costs (including reasonable attorneys' fees) and damages finally awarded against the State or agreed to in a monetary settlement of a claim falling under this Section UU.1 that are attributable to such claim.

The indemnities in this Section UU.1 are contingent upon: (i) the State promptly notifying the contractor in writing of any claim which may give rise to a claim for indemnification hereunder; (ii) the Contractor being allowed to control the defense and settlement of such claim; and (iii) the State co-operating with all reasonable requests of the indemnifying party (at the indemnifying party's expense) in defending or settling a claim. The State will have the right, at its option and expense, to participate in the defense of any suit or proceeding through a counsel of its own choosing.

2. **INTELLECTUAL PROPERTY**
The contractor agrees it will at its sole cost and expense, defend, indemnify, and hold harmless the State from and against any and all claims that the services, 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, authorized representatives, and authorized agents; provided, however, (a) the State gives the contractor prompt notice in writing of the claim; b) the contractor has sole control of the defense and all related settlement negotiations; and (c) the State provides contractor with the assistance, information and authority necessary to perform contractor's obligations under this Section. The contractor will reimburse the State's reasonable out-of-pocket expenses incurred in providing such assistance. Hold Harmless" means to pay all costs (including reasonable attorneys' fees) and damages finally awarded against the State or agreed to in a monetary settlement of a claim falling under this Section UU. 2 that are attributable to such claim.

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 (a) modify the item or items which were determined to be infringing;(b) acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement; or (c) provide the State with a non-infringing substitute that provides the State substantially the same functionality. If it is not commercially feasible to perform either of the above options, then the contractor may require from the State return of the infringing material and all rights thereto. Upon return of the infringing material to the contractor, the State may terminate the Statement of Work with ten (10) days' written notice and the State shall be entitled to a refund of the fees paid for the infringing material or services. The contractor will have no liability to the State pursuant to any indemnification section to the extent that: (i) the claim of infringement is based upon the use of software, services or deliverables provided by the contractor and paid for by the State under this contract, in connection with or in combination with equipment, devices or software not supplied by contractor, if the infringement would not have occurred but for that combination; (ii) the claim of infringement is based upon the use of software, provided by contractor under this contract, in a manner for which the software was not designed, if the infringement would not have occurred but for that use; (iii) the claim of infringement is based upon the State's modification to any deliverable or service provided by contractor under this contract, if such infringement would not have occurred but for such modification; or (iv) the claim of infringement arises out of contractor's compliance with specifications,

requirements or directions provided by the State, and such infringement would not have occurred but for such compliance. **This Section UU. 2 states contractor's entire liability and the State's exclusive remedy for infringement.**

3. **PERSONNEL**
    Memex has altered this clause in conformance with its standard commercial practices.

    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 similar claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the contractor.

YY. **TIME IS OF THE ESSENCE**
    Memex has altered this clause in conformance with its standard commercial practices. Please advise Memex if the State's funds must be expended within a certain time.

    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 on the part of the other party remaining to be performed.

    Memex proposes the following additional terms and conditions:

1. **Warranties and Disclaimers**

    a. Services Warranty
    Contractor warrants that its technical support, training and consulting services will be performed consistent with generally accepted industry standards. This warranty shall be valid for thirty (30) days from performance of services. For any breach of the warranties contained in this Section, the State's exclusive remedy, and contractor's entire liability, shall be the reperformance of the services, or if contractor is unable to perform the services as warranted, the State shall be entitled to recover the fees paid to contractor for the unsatisfactory services.

2. **Disclaimers**
    THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. **Limitation of Liability**
    In no event shall either party be liable for any indirect, incidental, special, punitive or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party, whether in an action in contract or tort, even if the other party has been advised of the possibility of such damages. Contractor's liability for damages hereunder shall in no event exceed the amount of fees paid by the State for services under this contract, and if such damages result from the State's use of the services, such liability shall be limited to fees paid for the relevant services giving rise to the liability.

III.   TERMS AND CONDITIONS

By signing the "Request For Proposal For Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal.

A.   GENERAL

Accept & Initial

The contract resulting from this Request for Proposal shall incorporate the following documents:

1.   the signed Request For Proposal form;
2.   the original Request for Proposal document;
3.   any Request for Proposal addenda and/or amendments to include questions and answers;
4.   the contractor's proposal;
5.   any contract amendments, in order of significance; and
6.   contract award.

Unless otherwise specifically stated in a 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) the contract award, 2) contract amendments with the latest dated amendment having the highest priority, 3) Request for Proposal addenda and/or amendments with the latest dated amendment having the highest priority, 4) the original Request for Proposal, 5) the signed Request For Proposal form, 6) the contractor's proposal.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B.   AWARD

Accept & Initial

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

Revised: 10/01/08

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once an intent to award decision has been determined, it will be posted to the Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm

Grievance and protest procedure is available on the Internet at: http://www.das.state.ne.us/materiel/purchasing/agencycommoditiesprocurementmanual/ProtestGrievanceProcedureForCommodities&Services.doc

Any protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the Internet.

C. **COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION**

Accept & Initial

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 or privileges of employment because of race, color, religion, sex, disability, 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 Request for Proposal.

D. **PERMITS, REGULATIONS, LAWS**

Accept & Initial

The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.

E. **OWNERSHIP OF INFORMATION AND DATA**

Accept & Initial

The State of Nebraska shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the contractor pursuant to this contract.

The contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. **INSURANCE REQUIREMENTS**

Accept & Initial

Subject to waiver by the State, in whole or in part, of these requirements, the contractor shall not commence work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the State (or contractor). Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

Page 10

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.

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. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. **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 an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

3. **INSURANCE COVERAGE AMOUNTS REQUIRED**

   a. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	$100,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$100,000 each employee

   b. **COMMERCIAL GENERAL LIABILITY**

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal/Advertising Injury	$1,000,000 any one person
Bodily Injury/Property Damage	$1,000,000 per occurrence
Fire Damage	$50,000 any one fire
Medical Payments	$5,000 any one person

c.   **COMMERCIAL AUTOMOBILE LIABILITY**
Bodily Injury/Property Damage $1,000,000 combined single limit

d.   **UMBRELLA/EXCESS LIABILITY**
Over Primary Insurance $1,000,000 per occurrence

4.   **EVIDENCE OF COVERAGE**
The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements, which State Purchasing will submit to Administrative Services, Risk Management Division, 521 S. 14th Street, Suite 104, Lincoln, NE 68508 (facsimile 402-471-2800). 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.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services Risk Management when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G.   COOPERATION WITH OTHER CONTRACTORS

Accept
& Initial

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1.   The State reserves the right to award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of the State.
2.   The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

H.   INDEPENDENT CONTRACTOR

Accept
& Initial

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

I.   CONTRACTOR RESPONSIBILITY

Accept
& Initial

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the contractor'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. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

Accept & Initial

The contractor warrants that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

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

In respect to its employees, the contractor agrees to be responsible for the following:

1. any and all 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 and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the contractor's employees.

Notice of cancellation of any required insurance policy must be submitted to the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

Accept & Initial

The contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

L. CONFLICT OF INTEREST

Accept & Initial

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

Revised: 10/01/08

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 appearance of conflict of interest.

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

M. PROPOSAL PREPARATION COSTS

Accept & Initial

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations, or oral presentations, or in any other activity related to bidding on this Request for Proposal.

N. ERRORS AND OMISSIONS

Accept & Initial

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

O. BEGINNING OF WORK

Accept & Initial

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.

P. ASSIGNMENT BY THE STATE

Accept & Initial

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

Q. ASSIGNMENT BY THE CONTRACTOR

Accept & Initial

The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Accept & Initial

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal or mandatory requirements. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

S. GOVERNING LAW

Accept & Initial

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.

Revised: 10/01/08

T. ATTORNEY'S FEES

Accept & Initial

In the event of any litigation, appeal or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

U. ADVERTISING

Accept & Initial

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. News releases pertaining to the project shall not be issued without prior written approval from the State.

V. STATE PROPERTY

Accept & Initial

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.

W. SITE RULES AND REGULATIONS

Accept & Initial

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 between the State and the contractor.

X. NOTIFICATION

Accept & Initial

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II, A. Procuring Office and Contact Person of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests or other communications 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 above, 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) days following deposit in the mail.

2. Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

Revised: 10/01/08

For the duration of the contract, all communication between contractor and the State regarding the contract shall take place between the contractor and individuals specified by the State in writing. Communication about the contract between contractor and individuals not designated as points of contact by the State is strictly forbidden.

EARLY TERMINATION

Accept & Initial

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 30 days 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 cancellation 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) 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;
   i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

Z.   FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

Accept & Initial

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. 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.

Page 16

AA. BREACH BY CONTRACTOR

Accept & Initial

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's 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.

BB. ASSURANCES BEFORE BREACH

Accept & Initial

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

CC. PENALTY

Accept & Initial

In the event that the contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the contractor, without penalty, until such failure is cured or otherwise adjudicated. Failure to meet the dates stipulated in the contract for the deliverables may result in an assessment of penalty due the State of $100.00 dollars per calendar day, until the deliverables are approved. Contractor will be notified in writing when penalty will commence.

DD. RETAINAGE

Accept & Initial

The State will withhold twenty-five percent (25%) of each payment due as retainage. The entire retainage amount will be payable upon successful completion of the project. 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 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.

EE. PERFORMANCE BOND

Accept & Initial

The selected contractor will be required to supply a certified check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the certified check or bond must be twenty-five percent (25%) of the contract amount. The check or bond will guarantee that the selected contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or certified check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

Revised: 10/01/08

FF.   FORCE MAJEURE

Accept & Initial

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

GG.   PROHIBITION AGAINST ADVANCE PAYMENT

Accept & Initial

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

HH.   PAYMENT

Accept & Initial

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. 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, and the contractor hereby waives any claim or cause of action for any such services.

II.   INVOICES

Accept & Initial

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment. 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.

JJ.   AUDIT REQUIREMENTS

Accept & Initial

All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

Revised: 10/01/08

KK. TAXES

Accept & Initial

The State is not required to pay taxes of any kind 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.

LL. INSPECTION AND APPROVAL

Accept & Initial

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.

MM. CHANGES IN SCOPE/CHANGE ORDERS

Accept & Initial

The State may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time. (The State retains the right to employ the services of a third party to perform any change order(s)).

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contractor's proposal.

Corrections of any deliverable services or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

NN. SEVERABILITY

Accept & Initial

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 particular provision held to be invalid.

OO. CONFIDENTIALITY

Accept & Initial

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a contractor; contractor shall notify the State immediately of said breach and take immediate corrective action.

Revised: 10/01/08

It is incumbent upon the contractor to inform its 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 to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, 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.

PP. PROPRIETARY INFORMATION

Accept & Initial

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire Request for Proposal as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

QQ. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept & Initial

By submission of this proposal, the bidder certifies, that he or she is the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

RR. PRICES

Accept & Initial

All prices, costs, terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Contractor represents and warrants that all prices for services, now or subsequently specified are as low as and no higher than prices which the contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the contractor may charge under the terms of the contract, do not and will not violate any existing federal, state or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

SS. BEST AND FINAL OFFER

Accept & Initial

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

TT. ETHICS IN PUBLIC CONTRACTING

Accept & Initial

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator or employee based on the understanding that the receiving person's vote, actions or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

Revised: 10/01/08

UU. INDEMNIFICATION

1. GENERAL

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all 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, 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, 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 provided by the contractor.

VV. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Contractor shall review the Nebraska Technology Access Standards, found at http://www.nitc.state.ne.us/standards/accessibility and ensure that products and/or services provided under the contract comply with the applicable standards. In the event such standards change during the contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

Revised: 10/01/08

WW. ANTITRUST

Accept & Initial

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.

XX. DISASTER RECOVERY/BACK UP PLAN

Accept & Initial

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

YY. TIME IS OF THE ESSENCE

Accept & Initial

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

ZZ. RECYCLING

Accept & Initial

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per state statute (Neb. Rev. Stat. §81-15, 159).

AAA. DRUG POLICY

Accept & Initial

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.

Revised: 10/01/08

RESPONSE TO SPECIFICATIONS

SPECIFIC SYSTEM REQUIREMENTS, TECHNICAL REQUIREMENTS, TRAINING PLANS, MAINTENANCE AND DOCUMENTATION

As regard the CIS solution, please respond to the following questions and the table following as part of your response. "Yes" answers are not expected for all the questions and subsequent requirements. The term "application" refers to the offeror's solution as proposed.

As regards the IMS solution, only Q2, Q4, Q5, Q8, and IDMC 1-11 require responses.

Q1	What are the advantages of the type of system bid by your firm, specifically, a data warehouse architecture environment or a system that interactively queries data from the source where it resides?

Response:

Memex Patriarch is the premier system for law enforcement data collection, management and analysis. It offers a single integrated solution for accessing both crime data available in existing systems as well as collecting, managing and analyzing intelligence data.

One of the principle benefits of the system is its unrivaled flexibility in how data can be stored and accessed by users and the search capabilities available when analyzing the data. Data may be:

- Directly collected, stored and managed within the **Memex Patriarch** repository.
- Indexed from external systems and made available for analysis users via the indexes.
- Directly retrieved from external systems using Federated Search adaptors.

Additionally, where data is either directly collected by the system or indexed from external systems, **Memex Patriarch** allows administrators to decide whether to use centralized servers in a traditional warehouse approach or to use a network of distributed servers co-located with the data sources being indexed. In some cases a mixture of both approaches has been used.

For the NIAC, Memex are proposing co-located servers at each of the contributing agencies and using those servers to index data from identified data sources owned by each respective agency.

An additional single centralized server know as the 'configuration' server will act as the initial connection point for user authentication and thereafter co-ordinate users' search requests, delegating to each remote server depending on the data sources a user has requested for searching. The configuration server will also store and manage any intelligence data gathered by the NIAC as part of the IMS solution.

Memex's approach of having a network of remote, co-located servers has a number of key advantages:

- When compared with a traditional centralized warehousing approach, the data belonging to each agency remains on each agency's premises. The agencies retain control over their data and the NIAC avoids responsibility for housing sensitive data.
- Memex is able to optimize the data from each data source for the kinds of searches carried out by analysts and offer the full range of advanced search capabilities of **Memex Patriarch** by indexing the data and directing users' queries against those indexes. This includes allowing both free-text and fielded searches against all data.
- The performance impact of users running heavy-weight analytical queries against the source systems is avoided by directing users' searches against indexes running on the co-located Memex servers. This is particularly important as many of the source systems will not have been optimized

for the types of searches analysts may wish to carry out.

- Memex avoids large amounts of data being transferred over wide area networks during index creation and refresh by co-locating the Memex servers with the source systems.
- Finally, the location of the data users have access to is transparent to users of the **Memex Patriarch** system. Users have a single consistent interface for searching all data sources available to them.

Memex are proposing indexing of data sources using co-located servers as our preferred approach. Memex recognizes indexing may not always be possible or practical for a given data source. In these cases, **Memex Patriarch** supports direct searching of an external data source via Federated Search adaptors. These adaptors translate queries created within Patriarch to a suitable format for processing by the target system. It then translates the results into a suitable format for Patriarch.

Federated Search adaptors make data available that might not otherwise be accessible, but it is important to note the search capabilities of the target system may differ from those available when searching data indexed by Memex. Data sources requiring a Federated Search adaptor approach rather than indexing will be confirmed during project Initiation.

Q2	What capabilities does your system have that gives it an advantage over its competitors? (2 page limit)

Response:

Memex's capabilities and advantages over our competitors are as follows:

1.   Search – Memex's search technology is unparalleled
2.   Configurability – software modifications are not required to make changes to the system
3.   Adaptability – a proven history of adapting the solution in different environments
4.   Sustainability – ability to expand and grow as our customers' needs change

In summary, Memex implementations reduce risk.

Memex provides a single-source portal to an organization's information management, information sharing and intelligence needs. Globally, Memex has been integrating and searching data from disparate sources for well over a decade. This includes National systems that provide unified and linked access to tens of millions of immigration, policing, traffic, hotel reservations, banking and telecommunications records integrated with ESRI and Business Objects, to those run by the British Transport Police that link 88 police stations and seven area headquarters via a web interface throughout Great Britain – as documented in **Exhibit H**. In the United States, Memex was providing a unified view to RMS/CAD data for customers such as the Virginia Department of Criminal Justice Services before many of our competitors were even founded. No other law enforcement software provider has a longer history around the world than Memex, and this experience is reflected in the quality of our software.

From an operational intelligence standpoint, two of Memex's customers have been reviewed for compliance with 28CFR23 by IIR, and both of these customers were informed that they were in compliance.

None of our competitors offer this pedigree and history.

Memex's offers an unparalleled Search capability – which is discussed in more detail in our response to Q14. This capability was initially deployed as part of the National Ground Intelligence Center (NGIC) Program Pathfinder – where it is still in use today by thousands of analysts around the world. Many of our

competitors will offer structured search capability, but Memex offers both structured AND unstructured text search capability. This means that WORD documents, emails, pdf files, incident narratives etc., can all be searched using Memex. For example, if the NIAC were to search for a tattoo of "Devil Horns" in a competitor's system, if this information wasn't entered in a "tattoo" field, the record would not be located. This same search executed in Memex would return the record even if it found the phrase in an incident narrative. Additionally, if the data was spelled incorrectly as part of the search criteria or in the incident narrative, Memex would still locate the record. Memex makes all text data accessible.

Another Memex advantage is its configurability. Authorized users and/or administrators will learn how to make modifications to the solution. These changes include items such as adding data elements to records, creating new/updating existing forms, changing field lengths, modifying workflow, adding new data sources, etc. Many of Memex's customers perform these functions and are not dependent upon Memex to make these enhancements -- nor are they programmers. If an issue or question arises though, our customers will call their Customer Satisfaction Consultant who will answer questions to assist them. This is standard feature of Memex's Customer Support Agreement and applies to the NIAC as well.

Following configurability is the adaptability of the solution. Memex has competitors who compel their customers to use exactly what they provide or face very expensive modifications. For example, if there are data elements captured in the LPD or OPD RMS/CAD systems that are not contained in Memex's NDEX-compliant RMS entities, it is a simple process to add these elements. If Memex is fortunate enough to be invited for oral presentations, we can even demonstrate how simple and quick this process is -- and something we would encourage the NIAC to request of all prospective providers. If the NIAC wishes to introduce a Pawn Shop initiative or a Corporate Outreach initiative, it is very easy to adapt the solution to incorporate this, and make it immediately and easily accessible to authorized users. The inherent linking, mapping, search, etc capabilities within Memex will all immediately be available to this new initiative. The capability to do this is all part of the base **Memex Patriarch**application -- not a separately licensed piece of functionality.

Finally, there is the Sustainability of the solution. The inherent configurability and adaptability of the solution increases the lifespan of Memex solutions as well as the return-on-investment. Fifteen years ago, no law enforcement agency was focused on the internet as an information source, or on internet-crime and/or online scams; it just did not exist. Today, there are many investigations that utilize this information. Memex law enforcement customers from the 1990s are still using Memex; they did not have to replace their applications to accommodate this change. This includes our first United Kingdom and first United States law enforcement customers -- the Metropolitan Police Service (1994) and the Pennsylvania State Police (PSP) (1999). If Memex did not provide a sustainable solution, each of these agencies would have changed software years ago. Instead, for example, PSP recently upgraded to the most current version of **Memex Patriarch** and has deployed it via the web -- solutions that were not available ten years ago.

These capabilities reflect a standard Memex tenet; you don't know what you will investigate tomorrow, therefore all information is valuable. Memex provides our customers with the foundation and mechanisms for adopting this principal, and we have demonstrated our ability to fulfill this as evidenced by our long-term customers.

Q3	Does your system have a CompStat function or module which produces crime statistics and metrics for use by management? And can the system be modified?

Response: Yes
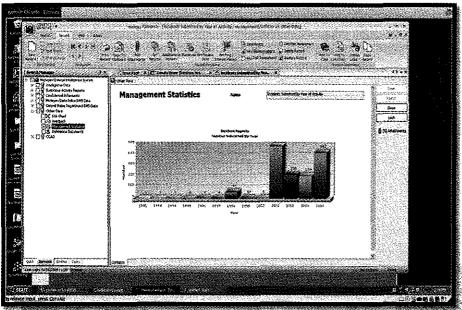
The Memex platform allows crime statistics and other information of interest to management to be collected, measured and reported upon using tools built in to the client interface or using external reporting tools such

as Business Objects or Crystal Reports.

There are two clear advantages to the Memex system when it comes to the collection and reporting of management statistics:

1. The Memex system provides System Administrators with complete control to amend or update the fields and data collected by the system. As agencies focus and priorities change over time, so do the statistics they are required to capture. Frequently, these changes will require new fields to be added to system forms or additional values added to drop-down lists in order to capture the required statistics. Using the Memex system, administrators can make the required changes in a matter of minutes and users can start collecting data immediately. Such changes do not require support from Memex or costly software modifications.

2. The Memex system has the option of automatically maintaining a secondary copy of the system data specifically for the purposes of statistical reporting. This has the advantage that regular reports and ad-hoc statistical queries can be run on the secondary data store without fear of impacting the primary system performance or damaging data. System Administrators have control over precisely what data is maintained within the secondary data store, ranging from a complete copy of the primary data to individually chosen fields. Typically the secondary store will be filtered to include relevant information for statistical reports, but excludes personal identifying and other sensitive data contained within the primary data.

| Q4 | Can your system be integrated into the SharePoint dashboard as described in this document? |

Response: Yes

The Memex system provides a variety of means for integrating with third party environments including exposing system functionality through web-services, Java and C# based interfaces and compatibility with Active Directory. In the specific case of Sharepoint, two specific levels of integration would be possible:

1.　　Links could be added to the Sharepoint dashboard allowing access to the **Memex Patriarch** user interface. Upon reaching the Patriarch interface, the first screen users are always presented is the Memex 'dashboard' which includes tasking and alert information, notifications of new data discovered matching user defined criteria and links to items of interest.

2.　　Memex system functionality can be exposed via our web-services and other API's allowing search, analysis and statistical functionality to be directly built in to the Sharepoint dashboard providing an additional means of accessing Memex functionality over and above the normal **Memex Patriarch** interface.

| Q5 | Is your product compliant with federal standards, regarding interoperability of data systems and their outputs? |

Response: Yes

The **Memex Patriarch** system is a NIEM, NDEX, PM-ISE, and GJXML compliant system that also conforms to 28CFR23 guidelines.

All data contained within the **Memex Patriarch** system can be exchanged with other data systems that are compliant with these federal standards.

This single view of information provided by the **Memex Patriarch** system is based upon a NIEM-compliant architecture that provides the foundation for data to subsequently be exported to NDEX – should the need exist.

| Q6 | Is your product installed in any of the states in any similar center to the NIAC to include local and regional centers that belong to the Mid-States Organized Crime Information Center (MOCIC) – Illinois, Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota, South Dakota, Wisconsin, and Colorado? |

Response: Yes

Memex Patriarch is in use at the Kansas City Terrorist Early Warning Group, which includes the following participating jurisdictions:

- Missouri State Highway Patrol
- Kansas City, MO
- Kansas City, KS
- Independence, MO
- Overland Park, KS

Q7	Give examples where your product is installed and works in conjunction with similar/competitor products with similar capabilities. Please state where that is, the other products used, and how they work together. How would you work with the MOCIC?

Response:

The **Memex Patriarch** System has the capability to work seamlessly with i2 Analyst Notebook, ESRI ArcMap, Oracle Spatial, and the RISS Program's RISSIntell.

Memex has its software deployed around the world at both large and small police organizations that are also using these and other technologies.

For example, in the Los Angeles Joint Regional Intelligence Center, where they have a robust GIS operation, Memex records take advantage of the mapping functionality provided by ESRI. Alternatively at the North East Ohio Regional Fusion Center where Oracle Spatial is the GIS vendor of choice, Memex integrates seamlessly with that mapping tool and provides a cost-effective way for the Fusion Center to leverage technology they purchased from another vendor separately from the Memex purchase.

In the 7 police jurisdictions that participate in the GTIP program sponsored by the Georgia Bureau of Investigation, investigators and analysts alike are leveraging the i2 Analyst Notebook software through the Memex i2-Pipe. This is functionality that allows Memex users who are also Analyst Notebook users to directly access their Memex records through Analyst Notebook, saving countless hours not needed to export and organize the data as is necessary for other programs.

In the State of Delaware, Memex is currently deploying (in testing environment) a direct connection between the Memex databases used by the DIAC and the RISSIntell system. This Memex technology called RISSConnect allows our customers who also participate in a Regional Information Sharing System, like MOCIC, to become level one RISS Nodes relatively simply, eliminating the need for re-keying data or batch file processing.

Q8	The NIAC currently uses products such as I2 (several modules), Penlink and Accurint and has access to a variety of federal sources of data which must be queried separately. Please explain how the information from those sources would be combined with the information derived from a query in the system being bid by your firm to produce intelligence products, e.g., linkages.

Response:

Memex has existing adaptors for many products, such as our i2-Pipe software which allows Memex data to be seamlessly accessed by i2's Analyst Notebook. Memex also has software that downloads PenLink data to as part of our cross-case clearing software. Likewise, it is on our roadmap to provide an Accurint adaptor such as to allow Accurint data to be queried directly from the **Memex Patriarch** user interface, and retrieve the data consistent with the way we search and retrieve results within Memex. This data will then be made available for link analysis and other analytical tools within Memex that may be used to produce intelligence products.

The same properties and processes identified within our proposal may be applied to the additional federal sources of data, or subscription services, using web services.

Q9	**Does your application have an MDT Module and PDA module or otherwise function on MDT's and PDA?**

Response: Yes

The **Memex Patriarch** client application can be deployed on any Microsoft Windows (XP or later) based MDT and a number of features exist in the system to allow operation over low bandwidth connections that are typically found when working with MDT's. A 'lite' version of the client interface is available for use with MDTs that presents a simpler interface but removes some of the more advanced features of the full client.

Windows Mobile and Pocket PC based PDAs can access the **Memex Patriarch** web client, however in some cases, usability may be an issue due to small screen size.

Q10	**Does your product search the internet when it performs a search? Does it search unstructured internet text?**

Response: Yes

Memex AutoWeb – which is integrated within **Memex Patriarch** and is proposed for this solution – allows authorized users to designate specific websites of interest for monitoring, and either on an ad-hoc basis or a pre-determined schedule, cache a copy of the website on a local server. The text from the website is indexed by Memex and becomes immediately available for search and analysis within the Memex solution as part of the caching process. Organizations, such as the Ohio Bureau for Criminal Investigation, use this tool to monitor Gang websites as well as to download open source information.

Q11	**How will your product perform data extraction from databases and other data sources? What metadata will you need from the State for each database?**

Response:

A full description of Memex's integration approach is provided in Section 4 Technical Approach. There are two approaches that will be used – and determined – on a case-by-case basis for each integrated system:

Data Indexing

Where possible, Memex's preferred approach is to index data from the target system on a co-located Memex server. Subsequent user searches are analysis are directed at the indexed data rather than directly at the targeted system. By indexing the data, Memex is able to offer the full range of advanced search analysis capabilities found in Patriarch while having minimal impact on the target system and avoiding data ownership issues.

Federated Search

Where data indexing is impractical or impossible, a Federated Search capability is available that routes user queries directly to the target system for processing. This approach makes data available to users that might not otherwise be available, however the search and analysis functionality that can be applied to data accessed

in this way may be limited by the capabilities of the targeted system.

Regardless of whether the Data Indexing or Federated Search approach is taken, the following information will be required for each targeted system:

- Data schema information – Where this is not documented, the Memex Team will schedule a system walkthrough with an expert on the system to obtain an understanding of what data is held by the system and how it is organized.
- An understanding of how system modifications – such as new records, modified records and deleted records – can be identified.
- The number of records held by the system and how many updates are occurring on a daily basis.
- The options available for accessing data within the system – This may include direct access via SQL queries, access via web services or other API, or being presented with extract files in XML, CSV or some other agreed upon format.

Q12	What are any other requirements you will need from the State to conduct the turnkey installation, including workstations, network and capabilities, etc.?

Response:

In order to complete the turnkey installation, the Memex Team will require the following:

- Memex plans to co-locate a server at each of the three main agencies. It must be possible for this server at each agency to communicate with the data sources owned by that agency.
- The servers at each agency must also be able to communicate with each other. This implies network connections between each agency. Memex will require access to network administrators with the authority to establish the required links.
- Although not necessary, installation and subsequent support of the system will be greatly improved if named Memex personnel can have VPN connectivity to the servers from Memex premises.
- During deployment of the system, Memex personnel will require permission to connect Memex notebook computers to the NIAC network for testing purposes. Alternatively, Memex personnel can use Windows PC's provided by NIAC for the same purposes.

Q13	Does your system provide a reporting capability that notifies/alerts practitioners of specific activities or contacts involving individuals on an ongoing basis without someone having to have to repetitively query; can it notify the individual(s) who created the query by email or other means? E.g. can the software be programmed to perform continuous queries to see if the individual or other object has any activity such as: Persons – For carry and conceal weapons permit holders, did a permit holder get arrested for drunken driving or other misdemeanors/felonies and check all the permit holders on a nightly or other scheduled basis? Activities – Could it conduct queries to identify anybody that buys more than 2000 lbs. of fertilizer or any arrests for stealing copper? Addresses – Change of address of sex offender, etc.

Response: Yes

The **Memex Patriarch** System contains several reporting capabilities that notify and/or alert practitioners of specific activities and contacts involving individuals and records on an ongoing basis without the user having to be logged in to the system or repeatedly manually querying the system.

Primarily this is done through "Query Profiles", 'My Searches" and "System Notifications".

Any single user or many users can establish predefined queries on the system that run at a predefined time interval automatically. If records exist in the system that match the "profile" the user is notified via e-mail that new information has been placed in the system that matches the established profile.

The system can also be set to notify a single user or multiple users if a particular event occurs in the system, or if a record is entered into the system and marked as a "High Priority" record which needs immediate attention and/or review by others.

The system can also conduct batch processes to determine if new incoming data matches, or differs, from existing data (i.e. sex offender addresses, gun permit holders arrest status, etc).

Q14	Is there any limit of the Boolean parameters that can be used in a query e.g., all robberies AND tie up victims AND duct tape OR wire AND within the last week AND in following zip code 1 OR zip code 2, etc.

Response: No. *There is no limitation to Boolean parameters that can be used in a Memex query.*

An embedded feature of all Memex applications is our unparalleled search capabilities. Our solutions support federated, structured and unstructured (free-text) search capabilities. Search and query capabilities within Memex[1] (including the precedence of operations) include, but are not limited to, the following:

1. Wildcards, including:
   a. Any number of characters, even no characters, within a word
   b. Any single character
   c. Any one, and only one, of a series of specified characters
   d. One of a range of characters
   e. One of a range of numbers
2. Dates and date ranges
3. Numerical operators
   a. Greater than
   b. Less than
   c. Equal to
   d. Greater than or equal to
   e. Less than or equal to
4. Boolean expressions
   a. And
   b. Inclusive "Or"
   c. Exclusive "Or" (results contain one term OR the other, not both)
   d. Not
5. Query attributes
   a. Order (in which multiple terms must appear in order to be returned)
   b. Proximity (to specify the number of terms within which the query terms must occur)
   c. Proximity value
   d. M from N terms (returns records containing a minimum number of terms from the total number of terms supplied)

6. Garbled (match words with alternative spellings and misspellings)
7. Sound-alike
8. Field-level search (e.g., vehicle, address, name...)
9. Synonyms

Many of these attributes have expansion capabilities built into the system. It should also be noted that hundreds of terms may be built into a single query – all of which may be expanded by using our various wildcard capabilities – and that this is something that has been done on a daily basis on Memex by the US DoD as part of Program PathFinder, where Memex has been used by more than 2,000 analysts for well over a decade. As described in our response to TA-9, the Program Office once ran a test using a mid-range Sun Server for a seven-page, 30,000-plus term query against approximately 330 Gb of data. The terms included more than 3,600 words, plus variations on them (e.g., wildcards, garbled text, sound-alike, proximity, etc.). This search yielded the desired results in less than 14 minutes, something no other commercially available search technology has been able to duplicate.

[1] Searches against data sources accessed by Federated Search rather than data sources indexed by Memex will be limited to the search capabilities of the target system.

Memex's search capability was built around the idea that the rapid and accurate retrieval of information will increase public – and officer – safety. Memex's search capability was built with the knowledge that people enter data in a variety of ways, and people seeking information may be neither familiar with how the data was entered, nor might they have all the information they need. Often times, the best analysts and investigators do not know exactly what they are seeking, and will only have small pieces of information. Memex's search capabilities were built around this knowledge that will assist the user in getting the information they need, when they need it, and with what the information they have available.
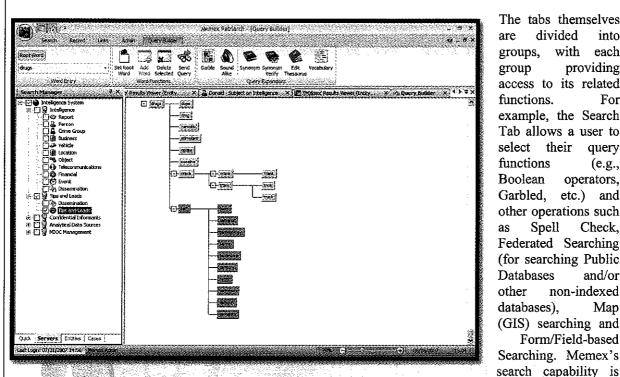
Navigating through **Memex Patriarch** is also simple. For example, users may navigate the system using the Ribbon Control. The Search Ribbon bar sits on top of the Form window and contains tabs that provide access to the Memex features.

The graphic above illustrates the Search Tab as an example. The ribbon associated with the Search Tab displays the options a user may access for the tab selected. This eliminates the need for drop-down menus and cascading commands located in traditional Windows-based systems, and requires fewer steps by the user to accomplish their task. The features a user may access from the ribbon control are dependent upon the permissions that have been assigned to a user.
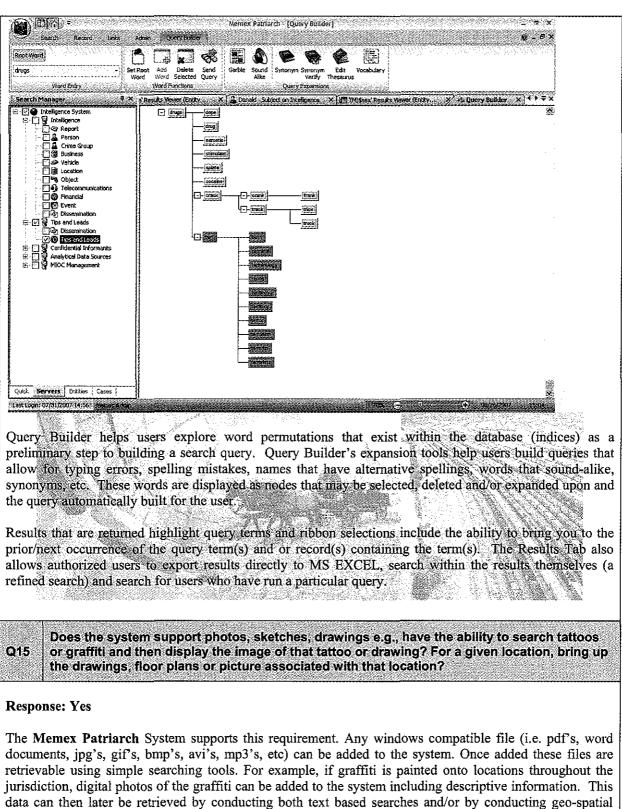
The tabs themselves are divided into groups, with each group providing access to its related functions. For example, the Search Tab allows a user to select their query functions (e.g., Boolean operators, Garbled, etc.) and other operations such as Spell Check, Federated Searching (for searching Public Databases and/or other non-indexed databases), Map (GIS) searching and Form/Field-based Searching. Memex's search capability is also applied against unstructured text such as those contained in attachments to records, which may then be designated as, "searchable". This includes MS WORD, emails, pdf files, etc, as well as report narratives. Users may select arrows on the Memex Search ribbon that will bring them to the next record and/or the next occurrence of the search term(s), thus allowing them to obtain the salient information in a large body of text in a matter of moments.

We can point to multiple cases being solved by our customers as a result of our search technology's ability to retrieve information in a timely manner.

Another feature for simplifying use of the application for users from the Search Tab is the Memex Query Builder function – illustrated below.

Query Builder helps users explore word permutations that exist within the database (indices) as a preliminary step to building a search query. Query Builder's expansion tools help users build queries that allow for typing errors, spelling mistakes, names that have alternative spellings, words that sound-alike, synonyms, etc. These words are displayed as nodes that may be selected, deleted and/or expanded upon and the query automatically built for the user.

Results that are returned highlight query terms and ribbon selections include the ability to bring you to the prior/next occurrence of the query term(s) and or record(s) containing the term(s). The Results Tab also allows authorized users to export results directly to MS EXCEL, search within the results themselves (a refined search) and search for users who have run a particular query.

Q15	Does the system support photos, sketches, drawings e.g., have the ability to search tattoos or graffiti and then display the image of that tattoo or drawing? For a given location, bring up the drawings, floor plans or picture associated with that location?

Response: Yes

The **Memex Patriarch** System supports this requirement. Any windows compatible file (i.e. pdf's, word documents, jpg's, gif's, bmp's, avi's, mp3's, etc) can be added to the system. Once added these files are retrievable using simple searching tools. For example, if graffiti is painted onto locations throughout the jurisdiction, digital photos of the graffiti can be added to the system including descriptive information. This data can then later be retrieved by conducting both text based searches and/or by conducting geo-spatial searches using the Memex Map Search functionality.

Additionally, as described in our response to Q14, Memex's unstructured text search capability will allow information contained in narrative reports to be retrieved, such as tattoo descriptions. This is data that would be missed if an application solely provided field-based searching.

Q16	How has the application proposed an open architecture/system? Address scalability, the ability of the NIAC to add data sources in the future without outside consultants and minor screen modifications.

Response:

Memex Patriarch provides a highly flexible platform for data collection and management. Importantly, this flexibility is available to System Administrator, who will not require involvement from Memex following the training to be provided as part of our proposal; however, System Administrators also have the comfort of knowing that Memex Customer Support is available to answer questions subsequent to project implementation.

Scalability is provided by Memex Patriarch's concept of 'logical servers'. Logical servers are a way of grouping together sections of data within the system for organization or security purposes. For example, a logical server may hold all intelligence data and keep it separate from crime data. A further logical server may be used to store RMS and CAD data from one agency while another holds RMS and CAD data from a second agency.

A **Memex Patriarch** system is comprised of a network of one or more physical servers that may be geographically remote. Each physical server may host one or more logical servers. As a deployment grows, additional physical servers can be added to the systems and these can be used to house new logical servers, or existing logical servers can be relocated to these physical servers to balance utilization. The process of adding a new physical server or relocating a logical server takes minutes to complete, and the changes are transparent to end users.
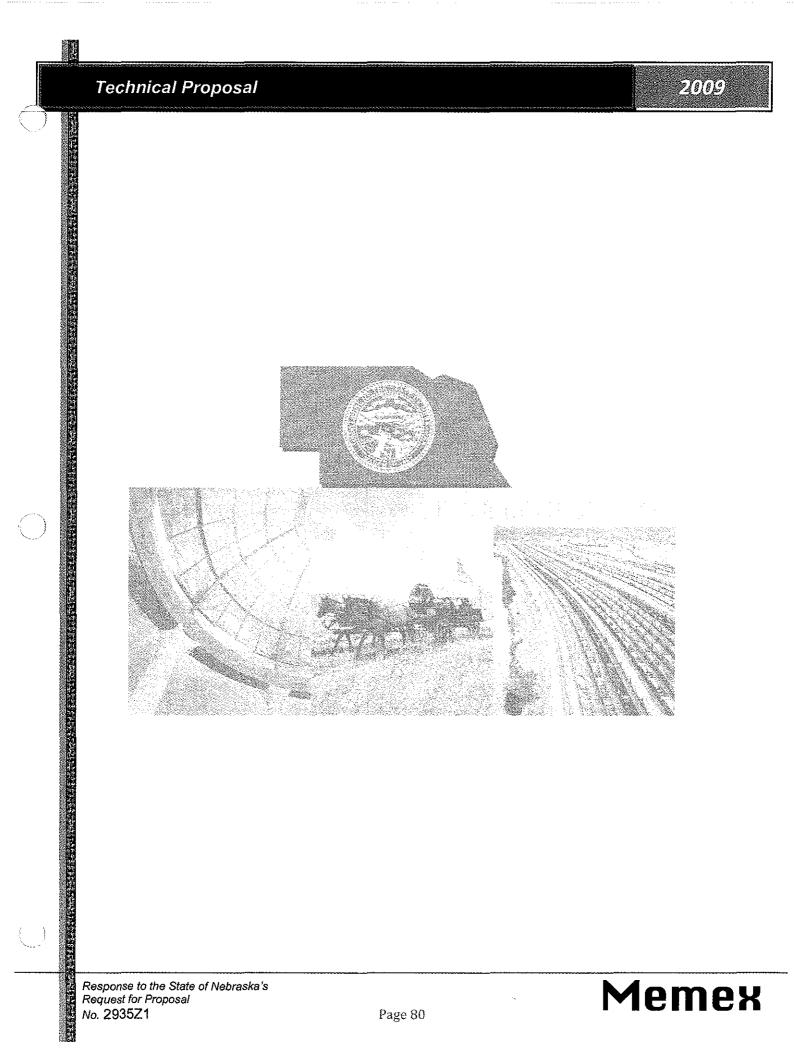
In addition to easy scalability options, **Memex Patriarch** offers System Administrators complete flexibility in defining the data collected by the system and the forms used to collect, search and display that data. Entity and form design functions are provided as part of the System Administrator toolset. During project Initiation, Memex will work with the State to define the initial data entities and form designs to be used in the system. These can be based upon suggested designs provided by Memex or completely tailored by the NIAC if desired. After the project rollout, the NIAC System Administrators will have complete flexibility to make changes to existing entity and form designs, or to add completely new entities and forms.

Patriarch is uniquely flexible in terms of its expandability and integration options.

- As part of the project deliverables, the Memex Team will deliver a NIEM complaint XML schema which can be used to add additional data sources. Any data source that can provide data in the provided schema can be made available.
- A web services interface is available allowing **Memex Patriarch** to integrate with third party applications. The web services interface enforces all security and business rules that would apply to a user accessing the system through the regular **Memex Patriarch** interface.
- The Memex Forms Extensions (MFX) framework allows the core application to be expanded to include new functions and features. For example, an MFX adaptor could be created that adds a specialized type of search or analysis not normally available.

Application Description – Technical Requirements Technical Architecture		YES	NO	PARTIAL
TA 1	Application must be a Commercial Off-The-Shelf (COTS) integrated application that is in operation in at least three (3) state, regional, county-wide, or other jurisdictions. A yes answer to this question is a compulsory requirement for moving forward in the evaluation process.	X		

Response:

Memex Patriarch is a COTS, integrated application that is in operation in dozens of law enforcement organizations around the United States. Representative customers that are "live" with **Memex Patriarch** include, but are not limited to:

- Pennsylvania State Police
- New Hampshire State Police
- Kansas City Terrorist Early Warning Group (including jurisdictions in Kansas and Missouri)
- Hamilton County Terrorist Early Warning Group
- NorthEast Ohio Regional Fusion Center
- Ohio Bureau of Criminal Investigation
- Cobb County Sheriff's Department
- Sacramento Regional Terrorist Threat Assessment Center

This list does not include customers that are in the middle of their **Memex Patriarch** implementations – such as the Maryland State Police (on schedule to "go live" in mid-August, 2009 with a project that began in May, 2009) and the Michigan State Police who signed a contract with Memex on June 25, 2009 as the conclusion of competitive RFP.

The list also does not include our customers that have scheduled or are in the middle of their upgrades to **Memex Patriarch** from earlier versions of Memex COTS software solutions – such as the Philadelphia Police Department, Delaware State Police and the Mountain Empire Criminal Justice Information Network (MECJIN). The MECJIN is a collaboration of the 15 counties and 50 jurisdictions in SouthWest Virginia that have been sharing RMS/CAD data via Memex since 2002 – and is just one of the regions that use Memex for this purpose in the State of Virginia.

Memex Patriarch also provides the foundation for many National Police Systems in North America, such as the Bermuda Police Service and Belize National Police, and many more around the world.

	Application must have an easy to use interface which will support interactive queries of disparate application databases operating in a variety of proprietary formats, including IBM DB2, Oracle, SQL, Lotus Notes/Domino and ADMINS. State up to which version is supported.			
TA 2		X		

Response:

The **Memex Patriarch** system offers comprehensive search capabilities including fielded and free-text searching – searching over both structured and unstructured data – and advanced features such as word proximity searching (allowing you to search – for example – for a first and last name even if the names are separated by a middle name), garbled searching (allowing you to find misspelled variations of the provided

search terms) and sound-alike searching.

Searching can follow a traditional fielded approach or a more unstructured approach, similar to that found in internet search engines.

The **Memex Patriarch** client uses the same search interfaces regardless of the underlying technology upon which the target system is built. Typically, users will be unaware of differences in targeted systems.

Indexing data from external systems in a Memex format repository gives access to the complete set of Memex search capabilities, but even data in systems that cannot be indexed can be searched side-by-side with those data sources, and consolidated result sets returned.

The **Memex Patriarch** system has the capability to access any data source for which a suitable interface for exposing the system data is available. Suitable interfaces include SQL based querying, programmatic API's and database dump facilities. This includes all of the major database systems including Oracle, Microsoft SQL Server and DB2. There are no restrictions on version numbers with these systems.

Lotus Notes provides an ODBC interface that can be used by Memex to access data within Domino databases. Version 4.6.4 or later of Lotus Notes is required for this interface.

Memex is unfamiliar with the ADMINS system; however, as previously noted, we do not anticipate significant technical difficulties performing integration provided a suitable programmatic, or other, interface is available.

TA 3	The application installation must support SQL in its operation or have no requirement for any back end data base application; state version number.	X		

Response:

The **Memex Patriarch** system utilizes the Memex Intelligence Engine (MIE) for indexing and providing advanced search capabilities against all data whether indexed from external systems or whether Patriarch is being used as the primary store for data. SQL Server, Oracle or MySQL can be used to augment the MIE's capabilities.

SQL Server 2005 or 2008 may be used.

TA 4	Application provides at a minimum the following integrated internal services: ETL – Extraction; Transformation; Load (in an environment not supported by a data warehouse) Business Intelligence (BI) / Crime Analysis / Link Analysis interface	X		

Response:
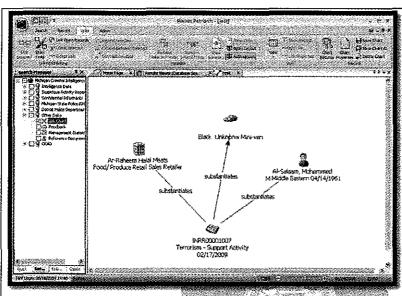
The **Memex Patriarch** solution provides a highly flexible platform for performing ETL processes. Data from virtually any external system can be mapped and indexed by the Memex system, and System Administrators have the ability to use graphical tools to define precisely the data they wish to have represented within the Memex system.

For example – while most RMS systems will store information about incidents, cases, offenses, arrests, people, property, places and vehicles – most RMS system vendors define a different set of fields to be associated with each entity type. The Memex system does not simply restrict the system to making available a set of fields pre-defined by Memex for each entity type, but rather allows System Administrators to refine the field lists for each entity type based on the data available in the systems being accessed.

The result of this flexibility is that data from all sources can be accurately represented within Memex without 1) skipping fields because no suitable mapping can be determined, or 2) 'shoehorning' data into a field which was really meant for another purpose.

It is a quick and simple task for System Administrators to create a new form and associated field list to represent the new data, should a data source being accessed provide data that does not easily map to the traditional set of entities usually provided by RMS and CAD. For example, should a data source be made available that provides data on aircraft movements, it would be a quick and simple task for System Administrators to add a new 'Aircraft' entity to represent that data within the Memex System.

At the outset of the project Memex will provide a pre-defined set of entities based on NIEM and other national initiatives such as NDEX and ISE-SARs – and our understanding of the data sources to be accessed. During project initiation, Memex Team consultants will work with State staff to refine those entities and tailor them to the State's requirements.

Business Intelligence, Crime Analysis and Link Analysis are all inherent parts of the **Memex Patriarch** solution which has been designed from the outset as a platform for use by Law Enforcement.

TA 5	Application requires a client installed interface; the client works on mobile data terminals if required	X			

Response:

Memex Patriarch supports both a client installed interface as well as a web-based interface. Each of these interfaces is functionally equivalent and there is little to no additional training required to transition from one interface to the other. An analyst can work through the desktop client while in the office but access the solution through the web-based interface when in the field.

MDTs can be supported either through the desktop client or through the web-based interface. If the MDT supports one of Memex's supported browsers – as identified in Section 4 Technical Approach (i.e. IE6 or later, or FireFox 3.0) – then the web-based client may be a more appropriate solution for the MDT as it requires lower bandwidth.

TA 6	Application has a fully functioned WEB based interface and requires no client installation	X		

Response:

Please refer to our response to Requirement TA 5.

TA 7	The Offeror has recommended the required hardware to install the application.	X		

Response:

The recommended hardware is detailed in Section 4 Technical Approach.

TA 8	The Offeror will recommend the required hardware minimums and server architecture for all tiers and the user workstations.	X		

Response:

The recommended hardware and server architecture is detailed in Section 4 Technical Approach.

TA 9	The Application has no limitation regarding the amount of data it can access. State any limitations.	X		

Response:

Although there are clearly limitations based on the amount of storage the NIAC has available, Memex is unaware of any application limitations to the amount of data that it can access. For example, the National Ground Intelligence Center (NGIC) has used Memex Search technology for more than two decades to access hundreds of gigabytes – to terabytes – of data without any arbitrary limitations to the number of terms that may be built into a singly query as part of the PathFinder Program. The NGIC Program Office once ran a test using a mid-range Sun Server for a seven-page, 30,000-plus term query against approximately 330 Gb of data. The terms included more than 3,600 words, plus variations on them (e.g., wildcards, garbled text, sound-alike, proximity, etc.). This search yielded the desired results in less than 14 minutes, something no other commercially available search technology has been able to duplicate.

TA 10	Application handles objects. Explain how objects are managed. (i.e., database compression, File compression, content addressable storage, etc.)	X		

Response:

The **Memex Patriarch** system allows System Administrators to define the data entities and associated fields collected, searched and analyzed by the system via the administrative sections of the system interface. As these entities are defined, the system automatically creates and maintains appropriate data structures within the system's data store and indexes. This occurs transparently.

Any binary object can be attached to a record within the Memex system. In the case of textual objects (e.g., PDF's or Microsoft Office documents), the text of these objects can optionally be extracted and made searchable as part of the record. When viewing a list of objects attached to a record, if the user's PC recognizes the object type, double clicking on the link will cause the object to open in the appropriate application.

When designing the forms used to display entity types, System Administrators have the option of adding image controls. The images displayed by such controls can be fixed by the System Administrator, selected from a list supplied by the System Administrator on the value of another field on the record, or attached by users when creating and modifying records.

The Memex repository does not directly embed binary objects, but rather stores them as files on the Memex server. The records themselves contain links to the stored files on the server.

| TA 11 | Application employs standard Windows internet browser printing conventions. | | X | |

Response:

Memex provides print templates for printing capabilities. We deliberately have not employed standard Windows Internet browser printing conventions because these would bypass the Audit Trail – which we would not be able to control from the web browser. Enforcing the use of print templates allows us to record the activity in the Audit Trail.

| TA 12 | Application allows for user selectable output for printing. | X | | |

Response:

Memex Patriarch's print templates may be configured to suit the specific needs of a user. NIAC users will be able to create complex, structured printouts including those that contain records from different entities. The printout can include any combination of records or groups of records, and can come from any available entity to which the user has security permissions – including **Memex Patriarch** Cases. Concurrently, System Administrators also have the capability to limit what fields are printed for each entity type.

Memex also allows users to specify the types of links that will be included for each record in a structured printout.

Users may also specify additional information such as:

- The name of the person or organization for whom the printout is being created.
- The reason for creating the printout.
- The protective marking classification for the information being printed.

| TA 13 | Application allows for user selectable output (export) to an external file in hypertext markup language and delimited ASCII-text. | X | | |

Response:

Users can select a variety of export mechanisms and file types, including CSV, WORD, XML, and HTML among others.

| TA 14 | Application shall allow the use of standard Windows Internet browser "copy and paste" functions. | X | | |

Response:

Standard Windows Internet browser "copy and paste" functions are supported.

| TA 15 | Application provides the capability for future queries from external systems and is GJXDM and NIEM compliant. | X | | |

Response:

The **Memex Patriarch** system is a NIEM, NDEX, PM-ISE, and GJXML compliant system that also conforms to 28CFR23 guidelines.

All data contained within the **Memex Patriarch** system can be exchanged with other data systems that are compliant with these Federal standards.

This single view of information provided by the **Memex Patriarch** system is based upon a NIEM-compliant architecture that provides the foundation for data to be subsequently be exported to NDEX – should the need exist.

TA 16	Application has the ability through TCP/IP, to interface with wireless communications such as MA/COM Open Sky™, Motorola's RD-LAP™, and commercial technology such as CDMA and GPRS. The integrated Application employs data compression when information is sent from the Web Server to the client to minimize lengthy transmission time.	X		

Response:
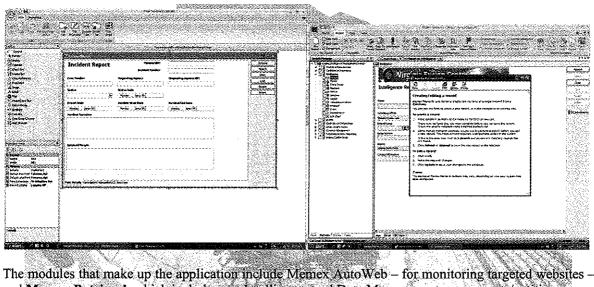
The **Memex Patriarch** Client interface will work comfortably within the bandwidth capabilities of an EVDO CDMA data connection. The more restrictive bandwidth capabilities of GPRS will still be sufficient to support connection via the **Memex Patriarch** web interface, which employs data compression techniques to reduce network traffic.

Motrorola's RD-LAP and MA/COM Open Sky provide insufficient bandwidth to support either the desktop or web clients; however, in similar situations elsewhere, Memex has worked with customers to provide key system functionality over similar network technologies via the Memex Web Services interfaces. As an example, an Officer Safety module has been developed for in-car use by officers at Pennsylvania State Police and Delaware State Police, allowing officers to run names and vehicle plates and to receive an alert if any information related to officer safety is found.

TA 17	The Offeror will identify the maximum amount of concurrent users the Application will support.	X		

Response:

The Metropolitan Police – New Scotland Yard – have been using Memex for more than a decade as the foundation for their intelligence collection, analysis, evaluation, management and dissemination. They have more than 38,000 registered users in the Memex system, with a peak concurrency that approaches 2,000 users.

For purposes of this proposal, and the identified application user base, Memex has proposed 200 **Memex Patriarch** user licenses with 50 web-based concurrencies for this solution. All 200 licensed users may access all aspects of the solution – based on their security profile – from their desktops without any concurrency limitations. The 50 concurrencies are for licensed users logged into Memex through the web. This amount of concurrency has proven more than sufficient for existing customers of similar size.

TA 18	The Application must utilize the WIN 2K3 or later operating systems.	X		

Response:

Memex Patriarchapplications meet this requirement. Please refer to our response in Section 4 Technical Approach.

Application Description – Technical Requirements User Interface		YES	NO	PARTIAL
UI 1	Separate program modules, if any, have a common appearance and functionality. List the separate modules as proposed.	X		

Response:

The application's user interface is based on a common framework: Memex Patriarch. Access to the modules within the application can be granted, as required, on an individual or groups basis, but – because the modules have a consistent look and feel, and shared functionality – users can easily move between modules, following a workflow. From the users' point of view, the application is a single, cohesive system.

The modules that make up the application include Memex AutoWeb – for monitoring targeted websites – and **Memex Patriarch** which includes our Intelligence and Data Management components/entities.

UI 2	Application has conventions for keyboard navigation without the use of a pointing device and is compliant with Section 508 of the US Rehabilitation Act (29 U.S.C. 794d).	X		

Response:

The application can be used without a pointing device – for example, by using the tab key to move between fields on a form, or by using the Alt key combined with the navigation keys to move to a menu option.
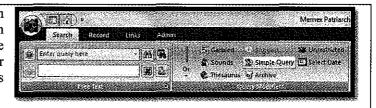
Other factors include:

The application has been developed using industry-standard software development tools to avoid disruption of the accessibility features of other applications developed and documented according to industry standards, or features of the Windows Operating System itself.

There is a well-defined on-screen indication of the current focus, which moves among interactive interface elements as the input focus changes. For example, the following screenshot shows the **Simple Query** button with the focus:

User interface elements can be accessed through an application programming interface, which makes such elements available to assistive technologies. When an image represents a program element, the information conveyed by the image is also available in text – for example, as a tooltip:

Icons used to identify controls, status indicators and other programmatic elements are used consistently throughout the application.

The application does not use animation or flashing or blinking text. Color is not relied on as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element. Where color is used (for example, to indicate mandatory fields on a form) the color can be changed as required.

UI 3	Application allows users to configure a program inactivity time-out feature.	X		

Response:

The application has a configurable time-out feature. This can be set to the required length of time, in minutes, on a per-user basis. If the application is left for the specified period without any activity a dialog box is displayed with a countdown indication. If the user clicks **Don't Timeout** before the countdown completes, the timeout is reset and the user's session continues, otherwise the session is terminated and the client application, running on the user's computer/device, closes down.

UI 4	Application allows users to navigate forward and back among various display screens.	X		

Response:

The application allows multiple forms to be open at once. These are displayed as tabbed windows within the application workspace. The user can navigate between records in this way with a single click, rather than having to open and close documents continually. This is useful if the user want to leave one document open to allow quick comparisons to be made between details in that record and details in other records.
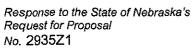
Where a search returns multiple "hits," the user can open one from the search list and then use the navigation buttons (show in the screenshot) to review the records without having to repeatedly return to the search results list.
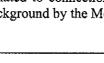
Application Description – Technical Requirements Data Sources		YES	NO	PARTIAL
DS 1	The application supports federated searches of disparate databases in its extraction process.	X		

Response:

The Memex system supports two modes of operation when making data in external systems available for search:

- A Memex server is co-located with the external system and indexes data from the target system. Subsequent searches are directed against the index rather than directly at the source system. Refreshes to the indexes are carried out on an agreed-upon schedule to keep the indexes in sync with changes to the source system.
- Where indexing is either not possible or impractical, Federated Searches may be carried out directly against the external systems. In such cases, adaptor modules are used to translate the generic queries generated by the Memex system to a format that will be understood by the target system and then translate the results into the Memex format.

The Memex system runs searches against all selected data sources in parallel regardless of whether the query includes internally held data, directly accessed external data or indexed external data.

DS 2	The Application has the ability to access internal or external data sources and retrieve data on a query-by-query basis without importing the data to a data warehouse.	X		

Response:

When accessing external data the Memex system either uses a Federated Search adaptor to search the external system directly, or utilizes an index of the external data stored on a Memex server co-located with the external system. No centralized data warehouse is required although if such an approach were required, it would also be supported. Data collected and managed directly by the Memex system may be centrally stored or can make use of distributed servers if required.

In all situations, the location or technique used to access data is transparent to users of the system.

DS 3	The Application shall reflect data purges or expungements that occur in the underlying data sources.	X		

Response:

When accessing external data, the Memex system either queries the external system directly via a Federated Search adaptor – in which case the returned data will reflect the current state of the targeted system – or it accesses an index of the targeted system's data maintained on a Memex server co-located with the external system.

Data indexes are refreshed to reflect changes to the targeted system according to a schedule that is selected by the System Administrator.

DS 4	The Application has rules based error tracking mechanism to track, log, and report all errors encountered during the ETL process.			X

Response:

The Memex system maintains an error log that will report any errors encountered as part of the ETL process. The contents of this log are determined by the Memex system and are not rules based.

DS 5	The application is able to automatically capture metadata of agency systems including database names, table names, field names, field lengths, field types, primary and secondary fields and foreign key relationships		X	

Response:

The Memex system does not automatically interpret metadata from external systems.

Memex consultants will work with the State and our partners from Tetrus to interpret the data structures of external systems and to determine suitable mappings to the Memex system.

DS 6	The application must be capable of working with relational data sources (IBM DB2, Oracle, SQL, Lotus Notes/Domino and ADMINS. -relational data sources, and non-traditional data sources (Excel, flat files, etc.)	X		

Response:

The Memex system can work with any data source that provides an SQL based query capability, a web services or other programmatic API, or export files in a suitable format e.g. CSV or XML.

DS 7	The offerors solution is capable of automatically connecting and processing information from the following database types: Oracle, SQL, IBM, ADMINS, Domino etc.), (both early legacy versions and current versions of these listed databases should be supported)	X		

Response:

Once integration has been established with an external system, connection to and querying of the system occurs automatically – either via a Federated Search adaptor if the system is being queried directly, or as part of the refresh of Memex indexes if the system is being indexed.

Users do not have to carry out any tasks related to connection to external systems or processing data received from them. This is handled in the background by the Memex system.
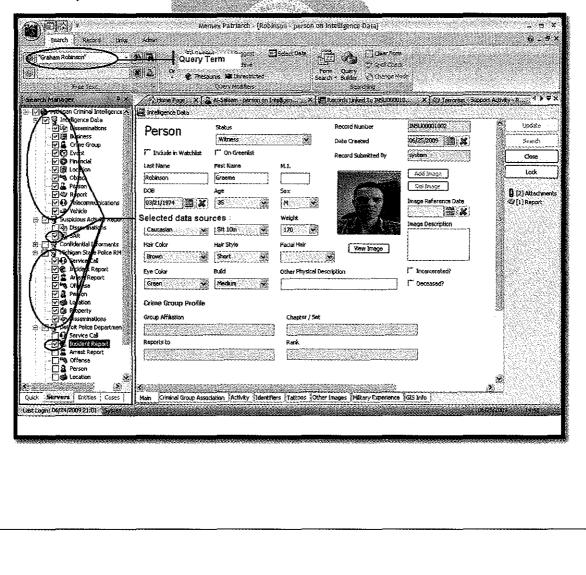
DS 8	**Given a query, the solution is capable of mining multiple data sources simultaneously or concurrently.**	**X**	

Response:

Memex users will identify the data sources they wish to search against as part of executing a search. When the search starts, all data sources are searched simultaneously and results presented to the user as soon as they are found (rather than waiting for all searches to be completed). Users can start to work with received results even if searches against some of the selected data sources are still running. This approach is highly beneficial when dealing with multiple data sources with varying levels of performance.

In the screen shot below the user has elected to search for the name "Graham Robinson" against all intelligence data, Suspicious Activity Reports, all of the State Police's RMS data and Incident Reports from metropolitan Police Department's RMS data. The search against all selected sources is run simultaneously.

Application Description – Technical Requirements Data Mapping Capabilities		YES	NO	PARTIAL
DMC 1	The application is able to automatically determine field-level relationships across multiple data sources simultaneously or concurrently.	X		

Response:
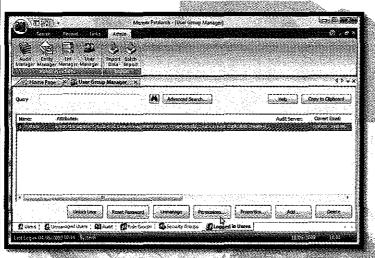
Memex Patriarch includes a rules based engine that allows related data from multiple data sources to be identified and associated.

The rules engine allows users to identify fields that will be used to identify matching or associated records. For example, two person records from different agencies may be deemed to be referencing the same person if the first name and last name fields match.

Weightings can be applied to rules providing a threshold over which associations may be considered 'confirmed', 'probable', or 'possible'. For example, two person records may be considered a 'probable' match if the first and last names match. On the other hand, if first name, last name and SSN match, the match may be considered 'confirmed'. If only last name and DOB match, the match may be considered 'possible'.

Rules are created by authorized users through the Patriarch client interface and matches displayed as links between the associated records.

Application Description – Technical Requirements General Security		YES	NO	PARTIAL
GS 1	The Application incorporates administrative functions accessible only by authorized system administrators.	X		

Response:

The application contains administrative functions that can only be accessed by authorized System Administrators. There are configuration files which can be modified by System Administrators with appropriate file system access at the level of the underlying database management system. These files come preconfigured as part of the COTS product; however, it is important to know that System Administrators can modify the basic structure and behavior of the system, if required, without input from Memex.

More commonly, System Administrators will be involved in establishing or modifying user accounts or user groups. For example, as staff or staffing roles change, it may be necessary to move users between the system's role groups or security groups. As business requirements change, it may be necessary to change the permissions or access rights assigned to various groups. This can be done from within the application's User/Group Manager module, which is only accessible by authorized System Administrators.

Other areas of the system that are only available to System Administrators include the following modules:

1. Entity Manager (for configuring the setup of database types)
2. Form Designer (for modifying data input forms)
3. List Manager (for modifying the contents of drop-down lists)
4. Audit Manager (for reviewing the audit trail of a user)

GS 2	The Application System Administration functions must include the following individual user control abilities for the system administrator: Enter new authorized users Modify individual user information View individual user information Reset user password Add/remove user restrictions Delete authorized users Track individual user transactions Export to off-line storage individual user transactions.	X		

Response:

All of the following can be performed by the System Administrator from the User/Group Manager module:

1. Enter new authorized users
2. Modify individual user information
3. View individual user information
4. Reset user password
5. Add/remove user restrictions
6. Delete authorized users

The following can be performed by the System Administrator from the Audit Manager module:

Track individual user transactions

The administrator can perform searches of the audit system to retrieve, for example, details of activity by a specific user over a specific period of time. The following screenshot shows the audit record for a search performed by a user.

Export to off-line storage individual user transactions

The results of an audit search can be copied to the clipboard as a field-delimited set of data, or exported directly into Microsoft Excel. Individual audit records can be copied in full into an external application, such as Microsoft Word for off-line storage, inclusion in a dossier, etc.

GS 3	The Application System Administration functions include the following group control abilities for the system administrator: Create new groups of authorized users Add new authorized users to groups and within groups and limit authorizations to the individual user level Modify Group information View Group information Add/Remove Group restrictions Delete authorized users from groups	X		

Response:

All of the requirements listed above can be performed by the System Administrator from within the application's User/Group Manager module.

GS 4	The Application must have transaction logs / audit logs that track every action of every user.	X		

Response:

All user activity is logged as an audit record. This allows the System Administrator to review a user's actions from login through logout – including the details of all searches performed, all records returned by a search, all search results that were actually displayed by the user in a form, the details of any changes made to data, etc.

GS 5	The Application must restrict access to system Transaction Logs to authorized system administrators.	X		

Response:

The Audit Manager, which allows a System Administrator to search for activities across all users, is only available to users with the **audit-trail** permission. The application also allows devolved management of users. In this optional configuration, the accounts of different groups of users are the responsibility of a number of user managers. When the system is set up in this way, these user managers can review the audit records of the users whose accounts they manage, from within the User/Group Manager module. Unlike the System Administrator, user managers do not have access to the audit logs for all users on the system.
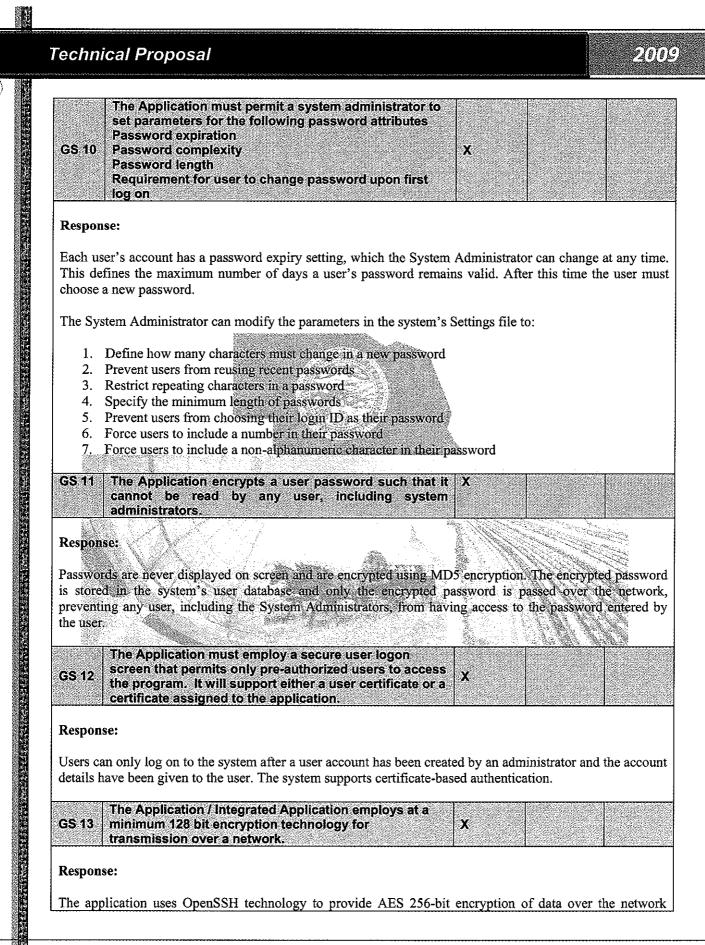
GS 6	The Application must provide a mechanism to search for system transactions by: Individual User Query Name Query Parameter Date and Time	X		

Response:

There are a large number of actions that can be performed on the system. The Audit Manager module allows the administrator to perform free-text searches, which are applied across the entire data in an audit record, irrespective of the action or the field in which data is stored. Alternatively, the System Administrator can

limit their search to one or more specific actions, such as SEARCH, EDIT, DELETE, DELETELINK, etc.

This allows searches of an audit trail to be as broad or narrowly defined as required. For example, the System Administrator could search for all LOGIN activity within a particular period of time on a particular day, or they could search for any queries containing the word "crack" submitted by a particular user from a particular workstation.

GS 7	The Application provides a mechanism by which a system administrator can export selected transaction logs to an external file.	X		

Response:

The contents of individual audit logs can be copied from the Memex application into a separate application such as Microsoft Excel or Microsoft Word. When copied into Word, field names are displayed in bold and underlined to differentiate field names from data.

GS 8	The Application must provide the ability for the system administrator to view a list of all currently logged-on users.	X		

Response:

The User/Group Manager module has a **Logged in Users** tab. Within this tab, the System Administrator can list all currently logged in users, or they can search for particular users – for example, they could enter "adam" and click the search button to check whether any users named Adam are currently logged in.

GS 9	The Application provides the ability for the system administrator to delete selected transaction logs.		X	

Response:

As a fundamental policy to ensure a consistent audit trail, the client application does not allow audit logs to be deleted. The inability to do this is intentional as it provides confidence in the reliability of the audit trail. The ability to modify the audit trail would mean your organization could not state categorically that the audit contained a complete picture of all activity on the system.

GS 10	The Application must permit a system administrator to set parameters for the following password attributes Password expiration Password complexity Password length Requirement for user to change password upon first log on	X		

Response:

Each user's account has a password expiry setting, which the System Administrator can change at any time. This defines the maximum number of days a user's password remains valid. After this time the user must choose a new password.

The System Administrator can modify the parameters in the system's Settings file to:

1. Define how many characters must change in a new password
2. Prevent users from reusing recent passwords
3. Restrict repeating characters in a password
4. Specify the minimum length of passwords
5. Prevent users from choosing their login ID as their password
6. Force users to include a number in their password
7. Force users to include a non-alphanumeric character in their password

GS 11	The Application encrypts a user password such that it cannot be read by any user, including system administrators.	X		

Response:

Passwords are never displayed on screen and are encrypted using MD5 encryption. The encrypted password is stored in the system's user database and only the encrypted password is passed over the network, preventing any user, including the System Administrators, from having access to the password entered by the user.

GS 12	The Application must employ a secure user logon screen that permits only pre-authorized users to access the program. It will support either a user certificate or a certificate assigned to the application.	X		

Response:

Users can only log on to the system after a user account has been created by an administrator and the account details have been given to the user. The system supports certificate-based authentication.

GS 13	The Application / Integrated Application employs at a minimum 128 bit encryption technology for transmission over a network.	X		

Response:

The application uses OpenSSH technology to provide AES 256-bit encryption of data over the network

between client and server.

GS 14	The Application / Integrated Application set employs Secure Sockets Layer (SSL) as a protocol of secure transmission.	X		

Response:
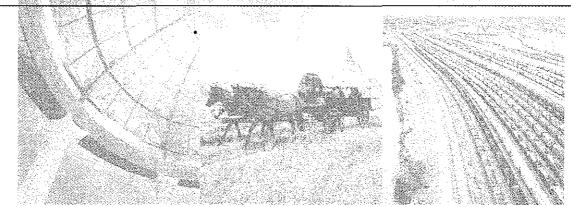
The Secure Sockets Layer protocol is used to provide end-to-end encryption of data passing in either direction between the client application and the server.

GS 15	The Application must have a programmable session inactivity time-out function. If the system is not used within the set time, the network connection to the program is terminated and the user must login again.	X		

Response:

The application has a configurable time-out feature. This can be set to the required length of time, in minutes, on a per-user basis. If the application is left for the specified period without any activity, a dialog box is displayed with a countdown indication. If the user clicks **Don't Timeout** before the countdown completes, the timeout is reset and the user's session continues, otherwise the session is terminated and the client application, running on the user's computer/device, closes down.

Application Description – Technical Requirements Data Security and Restrictions		YES	NO	PARTIAL
DSR 1	The Application must have the ability to restrict user access to program components on a user-by-user basis.	X		

Response:

The **Memex Patriarch** system allows both system functionality and data access to be restricted at group and individual levels. Access to system functionality is defined at very fine level of granularity and System Administrators are able to control access to features such as search and analysis functions, supervisory functions, user and group management, system audit trails and administrative functions.

Under most circumstances, Memex recommend permissions are set at group level rather than individual level as this will reduce the overall administrative burden. However, setting individual level permissions can be useful for dealing with unusual cases.
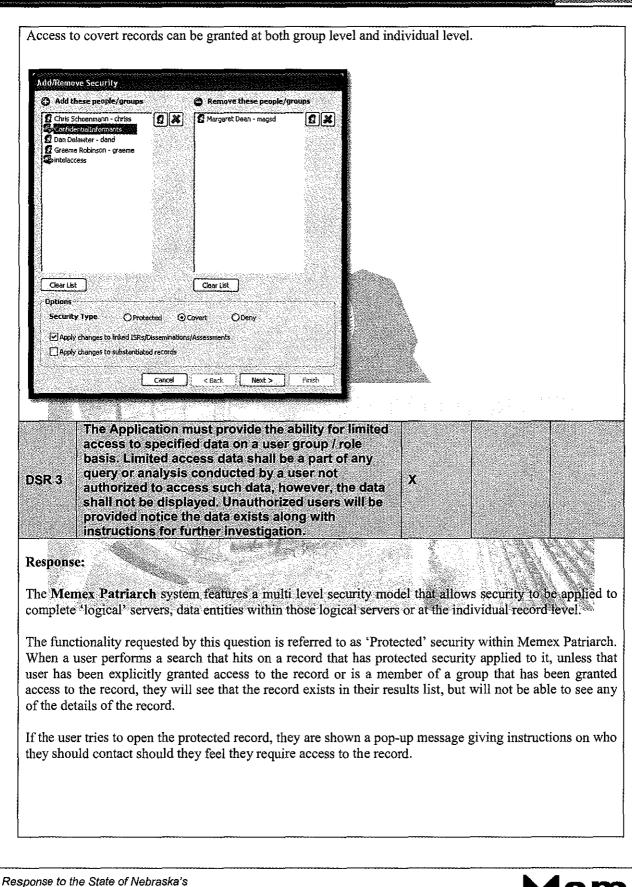
	The Application must provide the ability to fully restrict access to specified data on a user group / role basis. Fully restricted data shall not be a part of any query or analysis conducted by a user not authorized to access such data.			
DSR 2		X		

Response:

The **Memex Patriarch** system features a multi level security model that allows security to be applied to complete 'logical' servers, data entities within those logical servers or at the individual record level.

The functionality requested by this question is referred to as 'Covert' security within Memex Patriarch. When a user performs a search that hits on a record that has covert security applied to it, unless that user has been explicitly granted access to the record or is a member of a group that has been granted access to the record, no indication of the record's existence will be displayed to the user. In addition, an email will be sent to a designated user informing of the query taking place.

Access to covert records can be granted at both group level and individual level.

	The Application must provide the ability for limited access to specified data on a user group / role basis. Limited access data shall be a part of any query or analysis conducted by a user not authorized to access such data, however, the data shall not be displayed. Unauthorized users will be provided notice the data exists along with instructions for further investigation.				
DSR 3		X			

Response:

The **Memex Patriarch** system features a multi level security model that allows security to be applied to complete 'logical' servers, data entities within those logical servers or at the individual record level.

The functionality requested by this question is referred to as 'Protected' security within Memex Patriarch. When a user performs a search that hits on a record that has protected security applied to it, unless that user has been explicitly granted access to the record or is a member of a group that has been granted access to the record, they will see that the record exists in their results list, but will not be able to see any of the details of the record.

If the user tries to open the protected record, they are shown a pop-up message giving instructions on who they should contact should they feel they require access to the record.

| DSR 4 | The Application must permit data access restrictions based on the underlying data source. | X | | |

Response:

The **Memex Patriarch** system features a multi level security model that allows security to be applied to complete 'logical' servers, data entities within those logical servers or at the individual record level.

Depending on precise way data is organized within a given **Memex Patriarch** deployment, a number of options exist to allow security to be applied on a per-source basis.

If data from each contributing system is organized into its own 'logical server' within Memex Patriarch, security can be applied to that entire logical server or to individual entities within that logical server.

The following screenshots show data sources broken into logical servers and entities within the Memex interfaces and security being applied to them:

Red highlights logical servers

Blue highlights data entities within a logical server

In addition to setting access to levels to logical servers and data entities within logical servers, security rules can be created by the System Administrators that allow covert or protected security to be applied to records dependant on the value of selected fields within the record.

For example, it would be possible to make all data from a particular data source fully available only to users from the agency owning the data source by setting a security rule triggered by the ORI code of that agency. Other rules might modify the security applied to a record based on its level of sensitivity or if it is marked as referring to a juvenile.
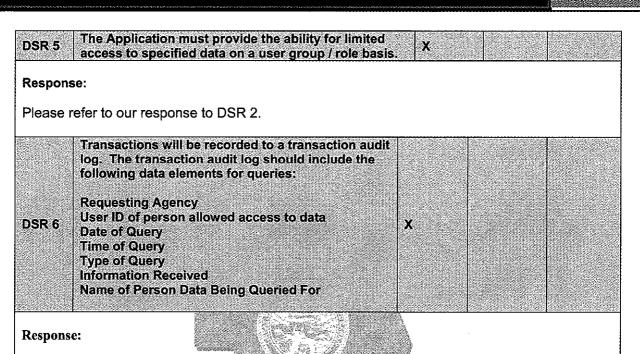
DSR 5	The Application must provide the ability for limited access to specified data on a user group / role basis.	X		

Response:

Please refer to our response to DSR 2.

DSR 6	Transactions will be recorded to a transaction audit log. The transaction audit log should include the following data elements for queries: Requesting Agency User ID of person allowed access to data Date of Query Time of Query Type of Query Information Received Name of Person Data Being Queried For	X		

Response:

As a system designed specifically for sensitive law enforcement applications, **Memex Patriarch** maintains a complete and comprehensive audit trail of all user activity from the moment they log on to the moment they log out, including any failed log in attempts.

Full details of searches, views of data, export or printing of data, record creation, modification or deletion, user and system administrative tasks are recorded. This includes the name of the user carrying out the action, date and time information and workstation from which the activity took place.
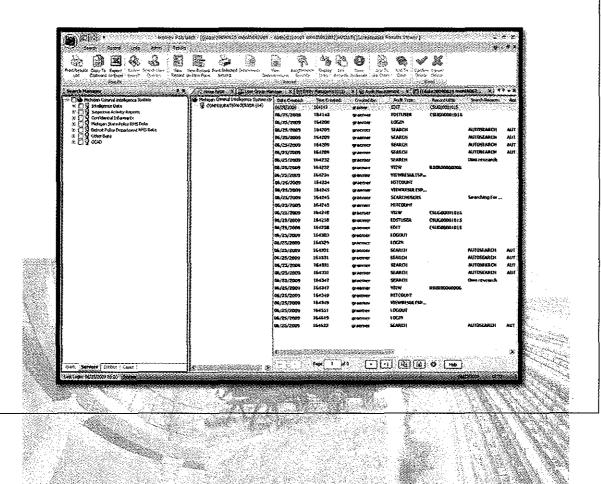
For searches, the query executed and the data sources against which it was executed are recorded. Any results returned in a hit list are also recorded and if any result is subsequently opened, that too is recorded.

Audit data is stored in a Memex format repository which allows the full range of Memex search functions to be applied including fielded and free-text searches. Access to the audit trail is generally restricted to administrative and senior supervisory users and the audit trail search functionality does not allow data to be deleted.

The following screenshots show a search being carried out for all activity carried out by a user called 'graemer' on 6/24/2009.

Application Description – Technical Requirements User Search/Query Configuration Functionality	YES	NO	PARTIAL
USQ 1 The Application allows users to access a history file of their queries.	X		

Response:

The queries each user runs are stored in their personal query history within their user profile. The queries are listed in reverse chronological order: the most recently run queries at the top of the list. To repeat a search, the user can scroll down the list, select a query and click **Run Query**.

For a quick way of repeating a recent search, where the query was entered into the free-text search box, the user can simply choose the query from the drop-down list and then click the search button.

This is particularly useful if the user wants to run a recent query against a different set of data. After selecting the previous query, the user can simply change the databases that are currently selected for searching, before clicking the search button. The query is then run against the new selection of data sources.

| **USQ 2** The Application allows users to share query history files with other users. | | X | |

Response:

The application does not currently allow users to share their query histories, though standard queries may be established by the System Administrator that all authorized users may access via the Homepage.

| **USQ 3** The Application allows the users to select from the following data matching for all database objects: Exact match Use of wildcards at the beginning, within, and end of a text string | X | | |

Response:

By default queries are treated as exact match searches. For example, if you search for **glock** only records containing the word **glock** are returned. If you search for **glock compact** only records that containing both

of the words glock and compact are are returned. If you add quote marks and search for **"glock compact"** only records that contain these two words, side by side in this order are returned.

The application also allows you to use wildcards. These can be placed at the beginning, within, or at the end of a text string. For example, ***pact** finds compact, impact or pact, **comp*** finds compact, complicit or comp, **com*t** finds compact, complicit or communist.

The following table lists the wildcards that can be used:

*	Any number of characters, even no characters, within a word.
?	Any single character.
[abc123]	Any one, and only one, of the characters within the square brackets.
[a-z]	One of a range of characters. The query finds any character in the range, irrespective of its case.
[11 22]	One of a range of numbers.

Additionally, the application allows you to perform loosely grouped phrase queries using the proximity operator. This is expressed as **(*query terms*)%*n*** where *n* is the number of consecutive words within which the *query terms* must appear, in any order. So the query **(compact glock)%5** finds records containing "Glock compact" or "compact handgun probably a Glock" but would not match on "James Glock works as an office clerk for Compact Storage."

Please refer to our response to Q 14 for additional information about Memex Search capabilities.

USQ 4	The Application allows users to set a preference for data matching and change such selection at will.			X

Response:

The application can be set up to apply "looseness" to quoted phrase searches (i.e. where words in a query are enclosed in quote marks). The application can be set to treat the words within the quote marks as an exact match, or it can apply a preconfigured level of loose proximity. For example, if the looseness factor is set to +2, quoted searches will match against groups of words that contain up to 2 additional words – so **"black hat"** would match "black coat and hat", rather than only matching exactly. However, this is a system-wide setting, set by the System Administrator, rather than a preference set by individual users.

USQ 5	The Application allows the users to select from the following search types for all database objects: String match Soundex (sound-alike algorithm) match MetaPhone (phonetic markup of a word) match Diminutive (finds all root words) match Other fuzzy search technology			X

Response:
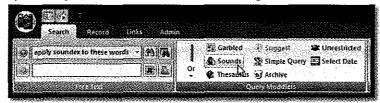
In addition to straightforward string matching, and wildcarded searches, the COTS application includes the following search technologies:

Sound-alike query expansion

By clicking the **Sounds** button before running a search, the user can tell the application to apply phonetic rules to all or part of a search query. The result is that the application matches words that sound like the word(s) the user entered in the query.

Garbled matching

By clicking the **Garbled** button before running a search, the user can tell the application to match words that have alternative spellings, or are misspellings, or the word(s) entered. Garbling is achieved by adding, removing, replacing or transposing characters in a word.

m from n matching

This allows users to find records that contain at least m query terms from a list of n terms they specified in the query. For example, the query **(thomson walker robertson carter)@3** tells the application to find records containing at least three of these four names.

Synonym query expansion

The application includes a default thesaurus (and each user can modify this, creating their own personalized thesaurus). This allows users to apply synonym expansion to a query, which means that the application will search for words with a similar meaning to those entered. For example,

The user can use combinations of these features. For example, you can apply garbled matching to an m from n search to make sure you find alternative spellings of names.

The application's search functionality is designed to be extensible. Query expanders can be created, either by Memex or by third-party developers, as pluggable additions to the application. This allows for additional search functionality to be added, if required at some point in the future.

Please refer to our response to Q14 for additional information about Memex Search capabilities.

USQ 6	The Application allows users to set a preference for search type		X	

Response:

The application does not currently allow users to set a preference for each search type; however, the query expansion functions are easily accessed from the buttons on the main toolbar and can be applied, as required, to any query.

| USQ 7 | The Application allows users to elect the display of "unknown" data elements or not display "unknown" data elements. | | X | |

Response:

The application does not have a concept of "known" and "unknown" data elements. The source of data elements returned by a search is shown in the left panel of the Results Viewer, alongside the results list. The user can filter the results list by any of the displayed types of data:

| USQ 8 | The Application should allow users to select a query history entry and rerun the query that produced the entry. | X | | |

Response:

The queries each user runs are stored in their personal query history within their user profile. The queries are listed in reverse chronological order, the most recently run queries at the top of the list. To repeat a search, the user can scroll down the list, select a query and click **Run Query**.

| USQ 9 | The Application allows a visual display of analytical search results. | X | | |

Response:

The application allows search results to be added to a link chart:

Several searches can be run and the results – or selected results – added to a single link chart.

The user can select some or all of the results on the link chart and display any links that exist for these records. Links can be expanded recursively through several layers, adding new data to the link chart. This is extremely useful for finding people, addresses, vehicles, or any other data entities, that are not directly linked but are linked indirectly. For example, a targeted search may return Person A, and another search may return Person B. There is no direct connection between these people, but when they are added to a link chart and all links are expanded it is immediately possible to see that these people both have links to a Person C.

USQ 10	The Application allows the user the ability to share query parameters with other users and receive notification when other users initiate similar queries.			X

Response:

Although it is not currently possible in the COTS application to receive notification when other users run a query similar to one you have run, it is possible, after running a search, to search for users who have performed a similar search.

You simply click the **Search User Queries** button:
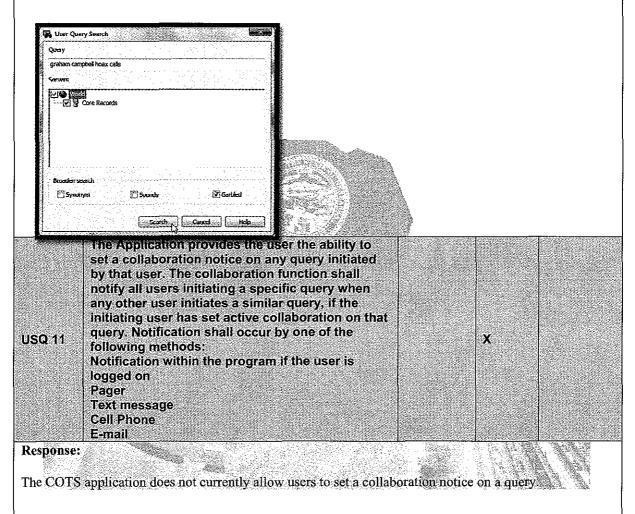
This displays the User Query Search dialog box, which allows you to broaden your search, from an exact match search for the identical query, to a similar query, by applying synonym expansion, sounds-like expansion or garbled matching:

Memex

Related functionality is the ability to flag records of interest. This is a permission-based feature, which can be restricted to certain users if required. After you flag a record, you will be emailed every time another user views that record. The email tells you the name of the user and the date and time the record was accessed.

Additionally, link charts may be saved to records that may be accessed and run by other users.

| USQ 11 | The Application provides the user the ability to set a collaboration notice on any query initiated by that user. The collaboration function shall notify all users initiating a specific query when any other user initiates a similar query, if the initiating user has set active collaboration on that query. Notification shall occur by one of the following methods: Notification within the program if the user is logged on Pager Text message Cell Phone E-mail | | X | |

Response:

The COTS application does not currently allow users to set a collaboration notice on a query.

Application Description – Technical Requirements General Search/Query Capability		YES	NO	PARTIAL
GSQC 1	The Application has the ability to permit a query on any combination of the following object types: Persons Organizations (law enforcement agency etc.) Locations Vehicles Firearms / Weapons Property Documents (e.g. Report/Arrest – Booking / FIR / Citation / Incident Activity type, Case Status, MO factors, Narrative, etc)	X		

Response:

The application allows queries to be run on any combination of the data types mentioned in this requirement.

GSQC 2	The Application allows the user to select a particular object in the graphical display (from section F2-01) and request further associations with that object and shall allow the user to reposition data objects in the display while still retaining the network links.	X		

Response:

After running a search, the user can either select a result in the search results list, or open a form to show the details of a record, and then click the **Display Links** button:

The application will then list all other records on the system that are linked to the currently selected record.

A more complex link expansion can be performed on a link chart. If the particular record of interest is added to a link chart, the icon selected and the **Expand Selected** button clicked, the user can select what types of associations and what types of linked objects to display.

Memex

GSQC 3	The Application allows the user to select a particular object in the graphical display and request further associations with that object and allow the user to reposition data objects in the display while still retaining the network links.	X		

Response:

Please refer to our response to GSQC 2.

GSQC 4	The Application's link discovery mechanism shows both direct and indirect links and allow indirect link searches with levels of separation in a graphical network based display. For example, person A is associated with person B in one incident, and person B is associated with person C in another incident. There exists the possibility, through these two different incidents, that person A may be associated with person C. Person B would be the link between Person A and Person C due to their common association with Person B, even though it may be through different incidents or documents. In this example, the Application's link discovery mechanism graphic link view provides the following: The graphic link will be displayed and be self-organizing, with the distance between each object used as a metaphor for a number of associations. The more database links between objects, the closer together objects appear in the display. The display should provide different images or icons for different classes of objects. The ability to select and deselect object types which will reduce clutter when a large number of objects appear. An example of an indirect link between Person A and Person B would be that they have any relationship to the same address.	X		

Response:

The application's link chart makes it possible to see a visual representation of direct and indirect links – for example, where two people are not directly linked, but are indirectly linked via a common acquaintance.

The link chart includes automated expansion of links, with the ability for the user to specify what type of objects to display and how many degrees of separation (recursion) to expand. They can set their choice as a default, which saves time if they are doing a lot of work with link charts.
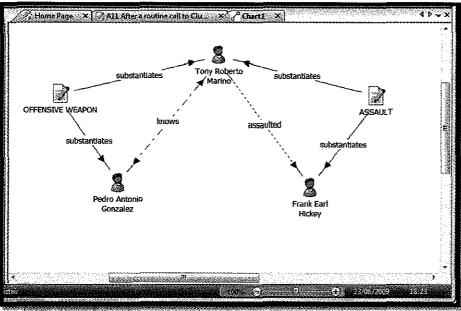
The application includes a selection of layout algorithms which automate the layout of charts, but charts can also be manipulated manually, to move objects together, or to delete objects if they are not of interest. For example, where expanding links results in a large number of linked objects being added, the user can
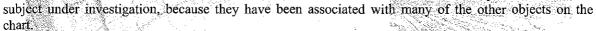
click and drag (or control-click) with the mouse to select a group of objects and then delete them all to avoid clutter in the diagram.
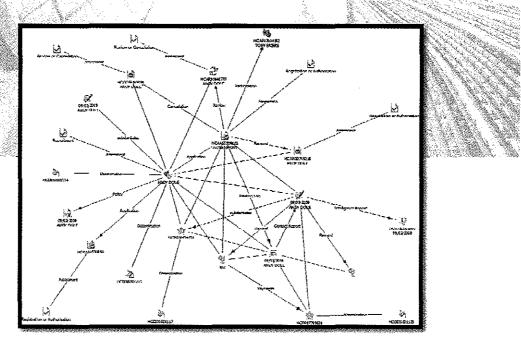
Different classes of objects are displayed using different icons and different types of links are shown using different styles/color of link line. Additionally, where two objects have been linked on multiple occasions, for different reasons, the link lines can be shown individually, or using a single line to avoid an overly complex diagram.

In addition to revealing indirect links, that would be difficult to identify in a text-based search, the link chart is particularly useful at identifying objects that may be central to an operation, or a subject under investigation, because they have been associated with many of the other objects on the chart.
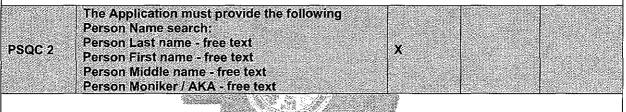
Memex

Application Description – Technical Requirements Person Search/Query Capability	YES	NO	PARTIAL
PSQC 1 The Application provides the user the ability to search on previous descriptions of a person.	X		

Response:

The application allows users to search on current and/or previous descriptions of a person. Previous descriptions are held in subrecords, separate from the current description. When a new description of a person is received, the previous description is copied to the field for previous descriptions within a subrecord, rather than simply replacing this information with the new description. This allows users to perform a single-field search on just the current description field, or a search across current descriptions and all previous descriptions.

PSQC 2 The Application must provide the following Person Name search: Person Last name - free text Person First name - free text Person Middle name - free text Person Moniker / AKA - free text	X		

Response:

The application allows free-text searches to be performed across the items specified in this requirement. The search box on the Home Page allows users to quickly search across all fields in Person records. Alternatively, the same form used for inputting and displaying Person details can be used as a simple way of performing a fielded search, without requiring the user to use any query language operators. To find anyone with the middle name Herman, the user simply types Herman into the Middle Name field on the form and clicks Search.

Please refer to our response to Q14 for additional information on Memex's Search capabilities.

PSQC 3 The Application provides the following Person Descriptors search: Person Race, Age, Person DOB, Height, Height, Age Hair and Eye Color	X		

Response:

The application provides all of these Person descriptors and allows users to search across these, collectively or separately.

Memex

PSQC 4	The Application provides the following Person Identifiers search: 1. Operator (Driver) License Number — free text 2. SSN – free text with constraints (numerals only allowed) 3. FBI number – free text 4. Fingerprint Classification – free text 5. DNA – free text 6. Additional Identifier types – drop down menu with free text data entry	X		

Response:

The application includes all of the Person identifiers in this requirement. Fields have constraints (e.g. numerals only) and drop-down lists, as appropriate. Additionally, the System Administrator can modify the default constraints from within the Form Designer module, or the contents of drop-down lists from within the List Manager module, to suit organizational needs, or if requirements change over time.

PSQC 5	The Application provides the following Person Marks search: Category - NCIC standard description of scars, marks, tattoos, medical conditions, etc. (drop down menu box). Type - NCIC standard description of type of mark, etc. Constrained by selection of category, e.g., under eye disorders, only blind, cataract, cross-eyed and glaucoma are displayed (drop down menu box). Location - NCIC standard body part or location descriptions (drop down menu box). Appearance Category (drop down menu box). Appearance Description (drop down menu box).	X		

Response:

The Person record contains fields for Mark Category, Type, Location, Appearance Category and Appearance Description. Entry into these fields is constrained, as appropriate, to a choice of standard NCIC standard criminal justice information index entries. This is also true for search operations carried out from the same form: the user simply has to choose from the drop-down list when searching, knowing that the field can only contain values from the list.

PSQC 6	The Application provides the following Person Residence search: Street Number - two free text boxes to provide a range of street numbers Street Direction Street Name – free text Street Type – drop down box using U.S. Post Office standards (Street, Avenue, etc) Apartment Number – free text City – free text State (drop down menu box) Postal Code – free text Telephone numbers – free text entry	X		

Response:

The application provides searching for Person Residence details across all of the fields described in this requirement, either as free text or by selecting from a drop-down list. For Street Number searches, rather than entering numbers in two boxes, the user would enter numbers within square brackets in a single box. For example, to search for any number between 180 and 195, the user would enter [180 195] in the Street Number box.

PSQC 7	The Application provides the following Person Filters for the search: Law Enforcement Geographic Area - custom boxes for beats, teams, districts, precincts, region, county, city, etc. Flags - drop down box for alerts, cautions, etc. on a person. Crime Class Specific Crime Type Role Date Time	X		

Response:

The application allows the user to search by any of the specified items, or to add these as filters to a search. For example, it is possible to search for someone by surname but also filter the search by Specific Crime Type and also limit the results to a date range for the crime date.

Application Description – Technical Requirements Organization Search/Query Capability	YES	NO	PARTIAL
OSQC 1 — The Application provides the following Organization search: Organization Name / NCIC Number / Type of Organization / Address / Telephone number		X	

Response:

The application allows all of the above information to be recorded and provides the facility to search across any of these fields, either individually or collectively.

Please refer to our response to Q14 for additional information about Memex Search capabilities.

	YES	NO	PARTIAL
OSQC 2 — The Application provides the user pre-defined or constrained options on the following Organization search parameters: Organization Role / Crime types associated with the organization / Document types associated with the organization	X		

Response:

The application provides these fields, with drop-down lists. The System Administrator can very easily change the setup of a drop-down list from being constrained (i.e. the user can only select from the list) or unconstrained (i.e. the user can select from the list, or enter other text in the box).

As form-based searching within the application uses the same forms that are used to display a particular type of information, the same features/constraints are provides when searching.

	The Application provides the following Location search: Street Number - two free text boxes to provide a range of street numbers Street Direction (drop down menu box). Street Name - free text			
OSQC 3	Street Type - drop down box using U.S. Post Office standards (Street, Avenue, etc.) Apartment Number – free text City – free text State (drop down menu box) Postal Code – free text Telephone Number	X		

Response:

The application provides searching for Location details across all of the fields described in this requirement, either as free text or by selecting from a drop-down list. For Street Number searches, rather than entering numbers in two boxes, the user would enter numbers within square brackets in a single box. For example, to search for any number between 180 and 195, the user would enter [180 195] in the Street Number box.

OSQC 4	The Application provides the following Location Filters for the search: Law Enforcement Geographic Area, Crime Class, Specific Crime Type, Date, Time	X		

Response:

The application allows the user to search by any of the specified items, or to add these as filters to a search. For example, it is possible to search for an organization by name but also filter the search by Specific Crime Type and also limit the results to a date range for the crime date.

Application Description – Technical Requirements Vehicle Search/Query Capability		YES	NO	PARTIAL
VSQC 1	The Application provides the ability to search for vehicles based on partial license plate information, including the ability to search for a character or numeral occurring anywhere in the license plate string.	X		

Response:

The application provides the ability to use wildcards to search for vehicles based on partial license plate details. So, if it is reported that the plate number began with a 5 and also contained 12, you could search for 5?-*12* which would find Vehicle records containing plate numbers like 50-B123 or 57-A312 and so on.

Please refer to our response to Q14 for additional information about Memex Search capabilities.

VSQC 2	The Application provides the following General Vehicle search: Vehicle Year - two free text boxes to provide a range License Plate - free text - Match anywhere in the License Plate - allows a search on one or more characters regardless of their location in the license plate. State (drop down menu box). VIN – free text	X		

Response:

The application provides searching for Vehicle details across the fields described in this requirement, either as free text or by selecting from a drop-down list. For Vehicle Year searches, rather than entering dates in two boxes, the user would enter dates within square brackets in a single box. For example, to search for any date between 2002 and 2008, the user would enter [2002 2008] in the Vehicle Year box.

VSQC 3	The Application provides the following Vehicle Description search: Style - drop down box with NCIC standard vehicle styles (2 door, 4 door, coupe, etc.) Car Class - NCIC standard vehicle classes (boats included) Make - drop down menu box with NCIC standard vehicle manufacturer Model - drop down menu box with NCIC standard vehicle models, constrained by manufacturers Color 1 - drop down menu box with multiple select capability Color 2 - drop down menu box with multiple select capability				X

Response:

The application does not permit multiple selections from drop-down lists; however, in every other way the application is compliant with this requirement. The specified fields have drop-down lists that will be populated with NCIC standard values. Limiting input choices to items from a list of standard values improves the quality of data by making it consistent, and makes it easier to search because the searcher can select from the list knowing that the field only contains items from the list.

The application includes *n*-tier picklist functionality. This means that you can have several tiered layers of picklists, with the contents of one list being dependent on the value chosen in another list. This avoids having long lists containing inappropriate values. For example, if the user selects a certain Make of vehicle, the Model list will only include valid models for the selected make.

VSQC 4	The Application provides the following Vehicle Filters for the search: 1. Law Enforcement Geographic Area - custom boxes for beats, teams, districts, precincts, region, county, city, etc. 2. Crime Class (drop down menu box) 3. Specific Crime Type (drop down menu box) 4. Date – two free text boxes to provide a range 5. Time – two free text boxes to provide a range	X		

Response:

The application allows the user to search by any of the specified items, or to add these as filters to a search. For example, it is possible to search for a vehicle by a partial license plate number but *also* filter the search by Specific Crime Type and also limit the results to a date and/or time range for the crime.

Date and time range searches for an event such as a crime, recorded in a date/time field, are entered by clicking a calendar button beside the relevant field:

This opens a dialog box in which the user clicks on a calendar to select the start and end of the date range:

Application Description – Technical Requirements Weapons/Firearms Search/Query Capability	YES	NO	PARTIAL
WFS 1 The Application provides the following General Weapons/Firearm search: Serial Number - free text	X		

Response:

The application provides a free-text search facility for the Serial Number of a weapon/firearm.

Please refer to our response to Q14 for additional information about Memex Search capabilities.

WFS 2 The Application provides the following Weapons/Firearm Description search: Manufacturer - Firearms manufacturers listed in NCIC manual in a drop down box Brand - drop down menu box limited by selection of manufacturer Type - drop down menu box listing all firearm types in NCIC manual Caliber - drop down menu box listing all calibers in the NCIC manual Color 1 - drop down menu box with multiple select capability Color 2 – drop down menu box with multiple select capability			X

Response:

The application does not permit multiple selections from drop-down lists; however, in every other way the application is compliant with this requirement. The specified fields have drop-down lists that will be populated with NCIC standard values. Limiting input choices to items from a list of standard values improves the quality of data by making it consistent, and makes it easier to search because the searcher can select from the list knowing that the field only contains items from the list.

The application includes *n*-tier picklist functionality. This means that you can have several tiered layers of picklists, with the contents of one list being dependent on the value chosen in another list. This avoids having long lists containing inappropriate values. For example, if the user selects a certain Brand of weapon, the Type list will only include valid types of weapon for the selected brand.

| WFS 3 | The Application provides the following Filters for the Weapons/Firearm search: Law Enforcement Geographic Area - custom boxes for beats, teams, districts, precincts, region, county, city, etc. Crime Class (drop down menu box). Specific Crime Type (drop down menu box). Role (drop down menu box). Date - two free text boxes to provide a range Time – two free text boxes to provide a range | | | |

Response:

The application allows the user to search by any of the specified items, or to add these as filters to a search. For example, it is possible to search for a type of firearm but *also* filter the search by Specific Crime Type and also limit the results to a date and/or time range for the crime.

Date and time range searches for an event such as a crime, recorded in a date/time field, are entered by clicking a calendar button beside the relevant field.

This opens a dialog box in which the user clicks on a calendar to select the start and end of the date range:

Application Description – Technical Requirements Property Search/Query Capability		YES	NO	PARTIAL
PSQC 1	The Application provides the following General Property search: Category - All property categories listed in the NCIC manual in a drop down menu box Serial Number - free text entry box Type - All property types listed in the NCIC manual in a drop down menu box	X		

Response:

The application provides the facility to search these data fields. The Serial Number box allows free text to be entered for searching. The Category and Type boxes have drop-down lists populated with standard NCIC values.

Please refer to our response to Q14 for additional information about Memex Search capabilities.

	The Application provides the following Property Description search: Make - free text entry box Model - free text entry box Size - free text entry box Color 1 - drop down menu box with multiple select capability Color 2 - drop down menu box with multiple select capability			
PSQC 2				X

Response:

The application does not permit multiple selections from drop-down lists; however, in every other way the application is compliant with this requirement. Property descriptions can be search by entering free text into the Make, Model or Size boxes – and a single color can be selected from the list for each Color box, or multiple colors entered manually by separating each with a | character (e.g. blue | green | red).

The specified fields have drop-down lists that will be populated with NCIC standard values. Limiting input choices to items from a list of standard values improves the quality of data by making it consistent, and makes it easier to search because the searcher can select from the list knowing that the field only contains items from the list.

The application includes *n*-tier picklist functionality. This means that you can have several tiered layers of picklists, with the contents of one list being dependent on the value chosen in another list. This avoids having long lists containing inappropriate values.

Please refer to our response to Q14 for additional information about Memex Search capabilities.

PSQC 3	The Application provides the following Securities search: Securities Category - All categories listed in NCIC manual in a drop down box Securities Type - All types listed in NCIC manual in a drop down box Currency Type – drop down menu box Currency Type - drop down menu box	X			

Response:

The application provides this requirement as described.

The application provides searching for Securities details across all of the fields described in this requirement, either as free text or by selecting from a drop-down list. The specified fields have drop-down lists that will be populated with NCIC standard values. Limiting input choices to items from a list of standard values improves the quality of data by making it consistent, and makes it easier to search because the searcher can select from the list knowing that the field only contains items from the list.

Memex

PSQC 4	The Application provides the following Filters for the Property search: Law enforcement Geographic Area - custom boxes for beats, teams, districts, precincts, region, county, city, etc. Crime Class (drop down menu box). Specific Crime Type (drop down menu box). Role (drop down menu box). Date - two free text boxes to provide a range Time – two free text boxes to provide a range	X		

Response:

The application allows the user to search by any of the specified items, or to add these as filters to a search. For example, it is possible to search for property by a partial serial number but *also* filter the search by Specific Crime Type and also limit the results to a date and/or time range for the crime.

Date and time range searches for an event such as a crime, recorded in a date/time field, are entered by clicking a calendar button beside the relevant field:

This opens a dialog box in which the user clicks on a calendar to select the start and end of the date range:

Application Description – Technical Requirements Document Search/Query Capability	YES	NO	PARTIAL
DSQC 1 The Application provides the following General Document search: 1. Document Number - free text 2. Officer Badge Number - free text 3. Report / Arrest - Booking / FIR / Citation / Incident Activity type / etc. (drop down menu box) 4. Case Status (drop down menu box) 5. Modus Operandi category (drop down menu box) 6. Modus Operandi Type (drop down menu box) 7. Narrative Search - free text entry box for searching narrative text	X		

Response:

The application provides the entire required General Document search facilities required, using either free text of drop-down lists, as appropriate. It is worth noting that the application makes it particularly easy to search for narrative text. Throughout the application, narrative text can be searched for from the main free-text search box on the toolbar, from the Home Page, or by entering text into the same form used to display the narrative text of a report or other type of information, when the form is used in search mode.

Please refer to our response to Q14 for additional information about Memex Search capabilities.

Application Description – Technical Requirements	YES	NO	PARTIAL
DSQC 2 The Application provides the following Filters for the Document search: 1. Law Enforcement Geographic Area - custom boxes for beats, teams, districts, precincts, region, county, city, etc. 2. Crime Class (drop down menu box) 3. Specific Crime Type (drop down menu box) 4. Role (drop down menu box) 5. Date - two boxes to provide a range 6. Time - two boxes to provide a range	X		

Response:

Document searches can include any of the filters described in this requirement; however, ranges are not entered using two boxes, Date and time range searches for an event such as a crime, recorded in a date/time field, are entered by clicking a calendar button beside the relevant field. This opens a dialog box in which the user clicks on a calendar to select the start and end of the date range.

Application Description – Technical Requirements Search/Query Results Capability	YES	NO	PARTIAL

| SQRC 1 | The Application provides the ability for the user to view all images associated with a database object. | X | | |

Response:

Images can be attached to any database record. Alternatively, where the form for a record type has an embedded image control, images can be inserted into the record and displayed directly on the form:

Where images are saved to records as attachments, the Attachments link at the right side of the record form shows the number of attachments:

Double-clicking this link opens the Attachments dialog box, which displays icons representing the images and other files attached to the record.

To display an image the user simply double-clicks the icon and the image is displayed in the computer's default viewer for that file type.

| SQRC 2 | The Application shall, at a minimum, have the ability to display query results in a general summary screen using tabular format for the following query type: Persons Organizations Locations Vehicles Weapons / Firearms Property Documents (e.g. Report / Arrest - Booking / FIR / Citation / Incident Activity type, Case Status, MO factors, Narrative. Etc.) | X | | |

Response:

Search results for any type of search are displayed in the Results Viewer. Two views are available in the Results Viewer: summary view and entity view. The default view is summary view, which is used when results come from a number of different data sources. This view it provides a summary list on the right side of the Result Viewer, with brief details taken from each record, and details of total numbers of records returned from each source on the left side of the viewer:

By clicking one of the data entities in the left panel (e.g. Person) the viewer switches to entity view. In this view, selected fields are displayed in the right panel, in tabular format. The user can sort the list alphanumerically, or reverse alphanumerically, by clicking a column heading once or twice. The user can change the selection of fields that are displayed by column choosing from fields:

right-clicking a heading and a list of available

| SQRC 3 | The Application has the ability to display query results for any specific object in a details screen. | X | | |

Response:

Double-clicking an entry in a search result list displays the details of that record in a form designed specifically for that type of information.

| SQRC 4 | The Application has the ability to display any images associated with a database object in the details screen for that object (e.g. a person mug shot, evidence picture, video, sound file) | X | | |

Response:

Images, videos, sound files, externally generated documents, or other file types, can be attached to any record as an attachment. Double-clicking the file icon in the Attachments dialog box displays or plays that file using the computers default application associated with the file type.

For images, such as a person mug shot, it is possible to display an image (or a selection of images) directly on the record form. Where a multiple image control is used, the user can click backwards or forwards through a series of images.

Please refer to the screenshots in our response to SQRC 1.

| SQRC 5 | The Application has the ability to display the source(s) (systems that provided the information) of the underlying information on the database object details screen. | X | | |

Response:

When the details of a record are displayed in a form, the data type of the source is shown as the main heading on the form and the server from which the data originated is shown in the title bar of the form window.

Crime Group

Record Number GNCG00001006
Date Created 01/22/2007
Record Submitted By david

Active? Class: Bonafide Add Chapter Del Chapter

For example, in the screenshot below, the information being displayed is from the Crime Group database on the Intelligence server:

| SQRC 6 | The Application has the ability to display any related objects in a specific object detail screen. | X | | |

Response:

When information displayed on a form has related information, this is displayed using an icon on the right side of the form. For example, a Person record may be associated with a Vehicle record, several Address records and

several other Person records.

Clicking the relevant icon (one for each type of information) lists the related records. The user can then click any of the listed records to display the details of the related information in a new form. They can then click back and forward between the two forms displaying the related information, or add both records to a link chart to display the relationship visually.

SQRC 7	The Application has the ability to access the related object detail screens through a browser hyperlink.		X	

Response:

Although related information cannot be accessed via a normal browser hyperlink, the system provides what is effectively the same user experience: the user can simply click through from one record to a related record using the link at the right side of a form.

For sharing references to related information with other users, rather than copying a browser address URL and sending this to someone, users can copy the much simpler system URN (unique reference number) and send this. The receiving user then just needs to perform a search using that URN and the relevant record is displayed in a form.

SQRC 8	The Application has the ability to sort tabular data in ascending or descending order.	X		

Response:

Tabular data, such as search results shown in the entity view of the Results Viewer (please refer to our response to SQRC 2), can be sorted by any column simply by clicking the column heading. Clicking the heading again toggles the sort order between ascending and descending alphanumeric order.

SQRC 9	The Application has the ability to display any narrative or text notes associated with a particular object within the program interface.	X		

Response:

The application can display any narrative or text notes associated with a particular object within the program interface.

| SQRC 10 | The Application has the ability to display the source(s) (systems that provided the information) of any consolidated data. | X | | | |

Response:

Where a search has been run across multiple data sources, the sources are shown in the left panel of the Results Viewer:

| SQRC 11 | NCJIS is a large data repository in Nebraska from which data will be extracted. Its structure that performs a federated search on much of the data it mines and some data is stored in a data warehouse. The application must be able to query the NCJIS system and accept its results from all its data sources, whether in the data warehouse or federally searched. | X | | | |

Response:
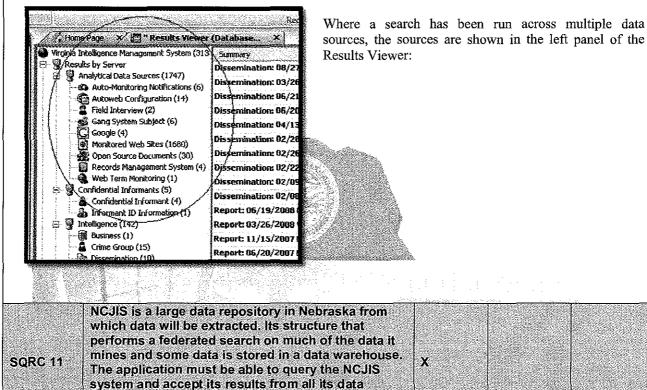
The NCJIS will be one of the searchable data sources for users of the application. Memex will work with the NIAC to ensure that data retrieved from the NCJIS system is displayed as required by the NIAC, whether that data comes from the data warehouse or via a federated search.

SQRC 12	The application normalizes all the data requested in queries from all sources. The system must be NIEM compliant and be able to perform a federated search on multiple data bases simultaneously and return normalized results which then can be linked by the system.	X		
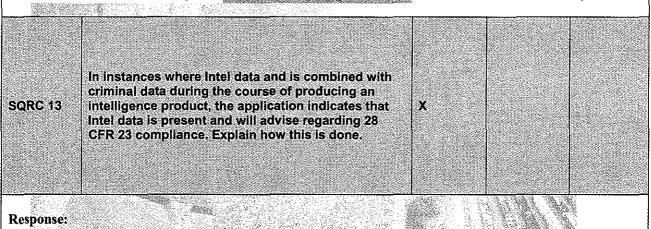
Response:

During project Initiation the Memex Team will work with the State to define the normalized data entities to which data from all data sources being made available via the system will be mapped. The Memex Team will create a NIEM compliant Information Exchange Package Document (IEPD) based on the agreed data entities.

As part of the data source indexing process, data in each data source will be mapped to the IEPD schema and presented to Memex for indexing in the mapped format. The result of this process is that data is presented to users in the same format regardless of which data source from which it originated. This is true regardless of whether one data source is being searched or whether multiple data sources are searched simultaneously.

SQRC 13	In instances where Intel data and is combined with criminal data during the course of producing an intelligence product, the application indicates that Intel data is present and will advise regarding 28 CFR 23 compliance. Explain how this is done.	X		

Response:

As a product specifically designed to handle intelligence data in a law enforcement environment, Memex Patriarch offers a number of ways to inform users when they are working with intelligence data:

- When selecting data to perform queries against, sources that contain intelligence data are clearly labeled as such and separated from non-intelligence data in the list of available data sources.
- When viewing records from intelligence data sources, pop-up messages reminding users of the requirements of 28CFR 23 can be displayed before the record is opened and disclaimer messages added to the forms themselves.
- Tool-tips and pop-up help with advice and help on adhering to 28CFR23 can be accessed by users at any time.
- Patriarch's printed output makes use of templates that can be customized by System Administrators. Any output that includes intelligence data can be designed to include disclaimers regarding 28CFR23.

Application Description – Technical Requirements Incident Analysis and Mapping Capability		YES	NO	PARTIAL
IAMC 1	The Application has the ability to perform analysis based on geographic locations of incidents over user definable time periods and is ESRI compliant/compatible.	X		

Response:

The Memex Patriarch system has the ability to display the geographic location of incidents on a map matching any search criteria, including user defined time periods.

Memex Patriarch is compatible with ESRI products.

IAMC 2	The Application has the capability of importing GIS information from disparate sources and using that information to display incidents on a map.	X		

Response:

As part of the data indexing process, Memex Patriarch can make use of any GIS information each data source may have previously applied to information. Additionally, Memex Patriarch provides users with the ability to add GIS information to a record by clicking on its location on a map or by doing a lookup on address information.

IAMC 3	The Application has the capability of displaying incidents over time using the following graph types: Bar graph Line graph Pie graph	X		

Response:

As part of its reporting capabilities, Memex Patriarch includes the option of producing charts in a number of formats, including Bar, Pie and Line graphs.

Charts and Graphs can be based on any data associated with records including data and time of occurrence.

IAMC 4	The Application has the capability of displaying incidents over time using the following time spans: Hour of Day Day of Week Day of Month Month of Year	X		

Response:

As part of its reporting capabilities, Memex Patriarch includes the option of producing charts in a number of formats, including Bar, Pie and Line graphs.

Charts and Graphs can be based on any data associated with records including data and time of occurrence. Provided the data sources being accessed contain sufficient information (date and time of the incident), all of the requested time spans can be used.

IAMC 5	The Application has the capability of selecting one or more incidents plotted on a map and displaying a document summary screen listing the selected incidents.			X

Response:

All points plotted by Memex Patriarch are 'active', meaning that clicking on the point will cause the record to be displayed. The system administrator can also select summary information to be displayed with each point.

IAMC 6	The Application has the capability of allowing a user to enter a location and displaying that location on a map.	X		

Response:

Whenever viewing a record type that can be associated with a location, a user has the option of entering an address or location information and using a look-up facility to present a list of possible matches for the location. Clicking on any of the suggestions causes the location to be displayed on the map.

IAMC 7	The Application has the capability of allowing the user to draw a rectangle on a map and querying all locations within that rectangle.	X		

Response:

Memex Patriarch allows the results of any query to be restricted to those hits that have occurred within a certain geographical area. Such queries are defined as normal by selecting the data sources to run against and the query terms to look for with a further step of drawing a rectangle on a map added to define the desired geographic area. The returned results can be displayed in a hit list or plotted as points on the map.

IAMC 8	The Application has the options of displaying Incidents as discrete points or as "hot spots."			X

Response:

Memex Patriarch allows incidents to be displayed as discrete points on a map. There is no facility to display hotspots.

IAMC 9	Describe the layers imbedded in the GIS offering.			

Response:

Memex does not provide maps or map layers as part of the Memex Patriarch product. Patriarch utilizes maps created and maintained by end users.

| IAMC 10 | Explain how layers can be customized and/or added. | | | |

Response:

Memex Patriarch makes use of existing map data created by end customers. Patriarch embeds ESRI Arc Engine and is capable of displaying any map or layer that can be viewed through ArcMap. At login, an ESRI '.mxd' is downloaded from the Memex Server to the client application. This file tells the client what layers are available and from where they can be accessed. As new layers become available, updating the .mxd file on the Memex Server makes them available to the client application.

| IAMC 11 | Explain what granularity of elevations is provided. How many can be visualized? | | | |

Response:

Memex Patriarch makes use of existing map data created by end customers. Patriarch embeds ESRI Arc Engine and is capable of displaying any map or layer that can be viewed through ArcMap. At login, an ESRI '.mxd' is downloaded from the Memex Server to the client application. This file tells the client what layers are available and from where they can be accessed. Each layer defines the elevations at which it should be made visible, and **Memex Patriarch** adheres to these definitions. Care should be taken when defining layers as the ESRI products can become slow if attempts are made to display too much information at any given elevation. This is an ESRI limitation.
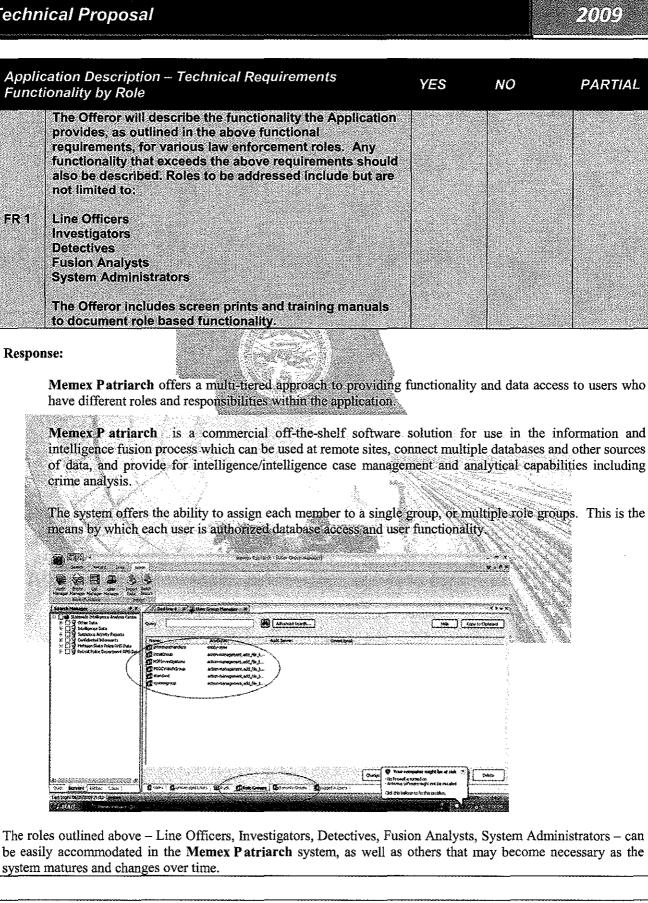
| IAMC 12 | The Offeror will provide all software required to make GIS functional. | | | X |

Response:

Memex has included the cost of purchasing ESRI Arc Engine licenses for use within **Memex Patriarch**. However, Memex do not provide maps or map layers with the **Memex Patriarch** product, **Memex Patriarch** accesses maps and layers created, maintained and hosted by end-customers. Software and hardware required to create, maintain and host maps have not been included as part of this proposal.

Application Description – Technical Requirements Functionality by Role		YES	NO	PARTIAL
	The Offeror will describe the functionality the Application provides, as outlined in the above functional requirements, for various law enforcement roles. Any functionality that exceeds the above requirements should also be described. Roles to be addressed include but are not limited to:			
FR 1	Line Officers Investigators Detectives Fusion Analysts System Administrators			
	The Offeror includes screen prints and training manuals to document role based functionality.			

Response:

Memex Patriarch offers a multi-tiered approach to providing functionality and data access to users who have different roles and responsibilities within the application.

Memex Patriarch is a commercial off-the-shelf software solution for use in the information and intelligence fusion process which can be used at remote sites, connect multiple databases and other sources of data, and provide for intelligence/intelligence case management and analytical capabilities including crime analysis.

The system offers the ability to assign each member to a single group, or multiple role groups. This is the means by which each user is authorized database access and user functionality.

The roles outlined above – Line Officers, Investigators, Detectives, Fusion Analysts, System Administrators – can be easily accommodated in the **Memex Patriarch** system, as well as others that may become necessary as the system matures and changes over time.

The typical functionality that is available to users who are members of the following groups is configurable, and users can be members of several groups thereby inheriting the rights and privileges of those groups.

Systems Administrators
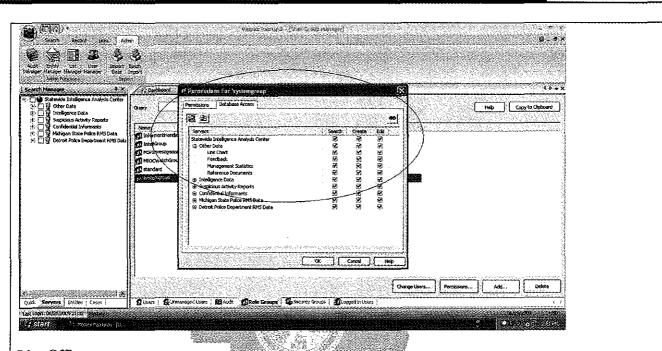
Typically, System Administrators are provided with functionality to use the system, but also with the ability to manage the system. Such functions include:

1. Creating and managing users
2. Creating and managing databases
3. Creating and modifying role groups and security groups
4. Creating and modifying forms, pick-lists, dashboard contents and system-wide pre-defined searching

Additionally, System Administrators have the ability to set default and custom system settings that affect the look and feel of the system to the average user, i.e. password length, expiration, session time-out, security rules, messaging rules and notifications.

Line Officers
Typically Line officers are provided with the ability to search the system and add records to the system. This access can be direct or through an automated process wherein an NCIC query triggers a query of the **Memex Patriarch** system, thus making a query of the system seamless to the line officer yet providing valuable situational awareness – especially with information relative to officer safety.

Investigators/Detectives
Typically this group of users are organizational "contributors" and "consumers" of information contained in the traditional intelligence repository. These users can be afforded functionality that allows them to search, create, modify, supervise, and link records in the system. Users in this group generally have access to the Supervision and Security model and will be responsible for providing first line supervision of submitted information (if need be) as well as being responsible for implementing retention review of information (if need be).
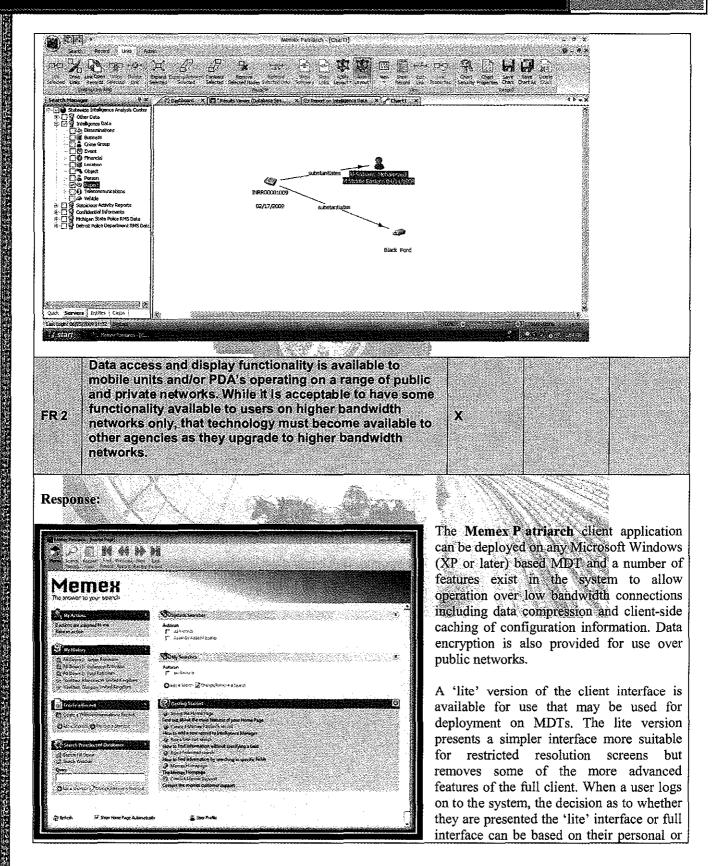
Fusion Analysts
Users in this group will share many of the rights and privileges that users in the previous group possess; however they will also have access to additional capabilities related to "fusing data" and "analyzing data". Users in this group typically have permission to utilize bulk import and export functions, to link records, to create charts and reports and save and or import/export this information to other applications; i.e. Analyst Notebook, Crystal Reports, Penlink. These users also generally are given permission to create electronic file repositories and manage the storage of electronic data from various sources such as other agencies, open source, e-mail, etc.

	Data access and display functionality is available to mobile units and/or PDA's operating on a range of public and private networks. While it is acceptable to have some functionality available to users on higher bandwidth networks only, that technology must become available to other agencies as they upgrade to higher bandwidth networks.	X			
FR 2					

Response:

The **Memex Patriarch** client application can be deployed on any Microsoft Windows (XP or later) based MDT and a number of features exist in the system to allow operation over low bandwidth connections including data compression and client-side caching of configuration information. Data encryption is also provided for use over public networks.

A 'lite' version of the client interface is available for use that may be used for deployment on MDTs. The lite version presents a simpler interface more suitable for restricted resolution screens but removes some of the more advanced features of the full client. When a user logs on to the system, the decision as to whether they are presented the 'lite' interface or full interface can be based on their personal or

group permissions and can be location based. For example, an officer using an MDT in a patrol car may be presented the light interface, but when she returns to the office and is logging in using a desktop computer, may be presented the full interface.

Windows Mobile and Pocket PC based PDAs can access the

Memex P atriarch web client, however in some cases, usability may be an issue due to small screen size.

Memex recommend that mobile clients have access to 3G wireless networks using EVDO or HSDPA. If the web client is used, a GPRS data connection should be sufficient for system operation although users may notice slower performance.

The following screenshots show the Patriarch 'lite' interface.

Application Description – Technical Requirements Data Backup and Business Continuity		YES	NO	PARTIAL
DBBC 1	The Offeror will describe how data backups and disaster recovery will be achieved. The utilization of redundant hot site(s) is a requirement. Data backups and disaster recovery approaches will be documented for both the primary and redundant systems.	X		

Response:

The Memex solution is supplied with a complete set of backup and recovery tools that include allowing the system to be backed up while online and to be replicated to redundant spare servers. These tools are discussed further in Section 4 Technical Approach.

A full back-up and recovery plan will be provided as part of the system deployment, however normally such plans take the form of:

- Daily, Weekly or Monthly complete system backups.
- Transaction recording on primary servers and replay on redundant servers between backups.

Transactions are recorded in real time on the primary server and are replayed on the redundant server according to a schedule set by the System Administrator. Different Memex customers have varied this schedule from every 12 hours to every 5 minutes.

DBBC 2	In the event of catastrophic failure, the system can be fully operational within 30 min by switching over to a redundant hot site.	X		
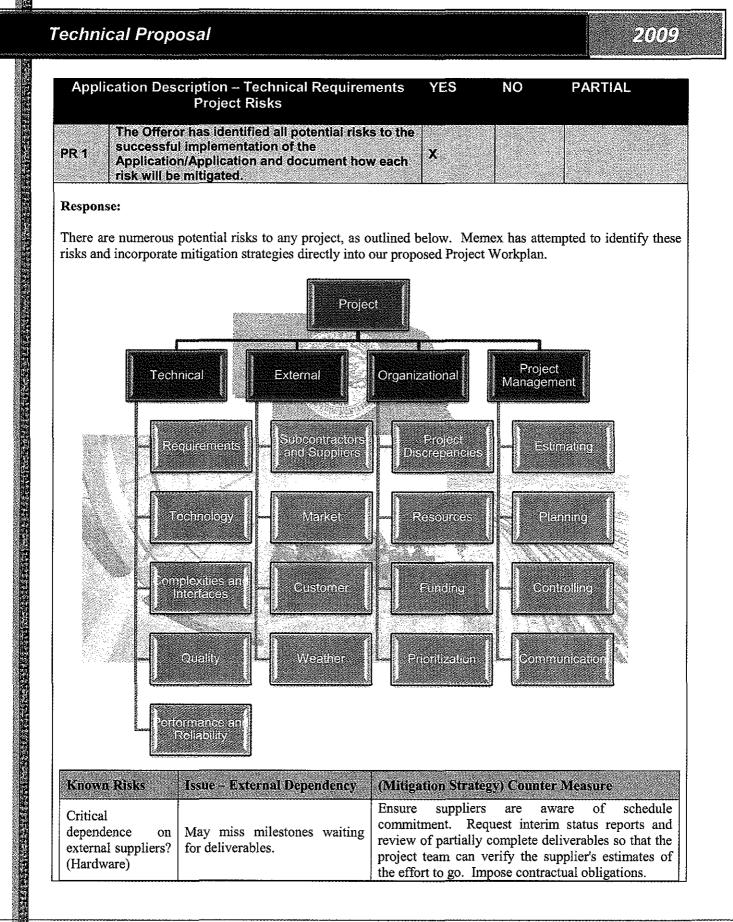
Response:

In the event of a failure of a primary server, the corresponding redundant server is first brought up to date with any outstanding transactions from the primary server.

Once this is accomplished, either the main Memex 'configuration' server can be updated to point to the redundant server or network administers can re-assign the primary server's network name and IP address to the redundant server. In either case, the changes can be accomplished in minutes.

Once the redundant server tales over operational processing, it is switched from replaying transactions to creating transactions. When the primary server has been recovered, transaction from the redundant server can be replayed on the primary server to bring it up to date with any changes made on the redundant server while it was being recovered.

Application Description – Technical Requirements Project Risks	YES	NO	PARTIAL
PR 1 The Offeror has identified all potential risks to the successful implementation of the Application/Application and document how each risk will be mitigated.	X		

Response:

There are numerous potential risks to any project, as outlined below. Memex has attempted to identify these risks and incorporate mitigation strategies directly into our proposed Project Workplan.

Known Risks	Issue – External Dependency	(Mitigation Strategy) Counter Measure
Critical dependence on external suppliers? (Hardware)	May miss milestones waiting for deliverables.	Ensure suppliers are aware of schedule commitment. Request interim status reports and review of partially complete deliverables so that the project team can verify the supplier's estimates of the effort to go. Impose contractual obligations.

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| Number of inter-project dependencies? (Customer) | Time wasted awaiting completion of other projects not within the stage manager's control. | Have a co-ordination project with the critical path specified in terms of projects. Recommend a strategic / architectural plan is produced. |
| Overlapping scope with other projects? (Customer) | Parallel, or duplicate, development of similar areas with different approaches causing confusion and irritation to the user. | Establish cross-project standards to ensure consistency. Establish change control procedures to manage the different changes proposed by different systems. Recommend a strategic/architectural plan is produced. |

Known Risks	Issue – Organizational Factor	(Mitigation Strategy) Counter Measure
Number of user areas and decision makers?	Not obtaining consensus.	Identify key representative. Establish decision making process/responsibilities.
Previous user IS project experience?	Unrealistic expectations. Lack of communication. Lack of knowledge of roles and commitment.	Schedule briefing and training sessions early in project. Increase user involvement/participation.
Size of departments impacted?	(This is the number of people whose function will be changed as a consequence of the new system) Complexity of requirements and possibility of conflicts.	Training requirements and implementation logistics. Consider phased implementation if self-contained increments can be identified. Plan implementation as early as possible.
Key users unavailable?	Lack of understanding of requirements. Lack of involvement of users in production of deliverables with a consequential lack of commitment to project.	Use techniques which are less dependent on user input, Use user representative on Project Board to "encourage" user participation. Extend review activities.
Level of changes required to user procedures?	Users inadequately prepared for a successful implementation and handover.	Increase level of user training, use of prototypes and presentations of the new procedures, both system and manual.
Are users dually involved in the management and execution of the project?	Lack of commitment to assuring quality of technical deliverables and to plan.	Increase user participation in the technical activities by use of Working Groups, and the interactive sessions, to gather information and create models.

Known Risks	Issues – Technical Factor	(Mitigation Strategy) Counter Measure
Number of physical system interfaces?	Increase risks of systems failure.	Increase time in defining interfaces in detail. Involve experts from associated systems.
Clearly specified requirements?	Rework may be necessary as systems may not meet users' needs.	Increase user involvement.

Number of design decisions at discretion of systems architect (no user involvement)?	Rework may be necessary as system may not meet user's needs	Increase user involvement.
Complex on-line networks?	Increased risk of technical problems (incompatibility, etc.)	Add activities to prototype the on-line architecture. Involve technical experts in physical design stage.

Known Risks	Issues - Planning	(Mitigation Strategy) Counter Measure
Dependent on scarce resources / skills?	Competition for resources or personnel with appropriate skills.	Make resource requirements known as early as possible.
Critical implementation date?	May have to cut back on quality and/or functionality, or project discarded if date missed.	Verify significance of date. Ascertain which portions of system are required for that date. Consider incremental development. Plan and control at detailed level.
Informal control procedures?	Inaccurate Project Status information.	Encourage take on of formal controls by training and provision of project management software.
Effort versus elapsed time?	The greater this ratio, the greater the number of simultaneous tasks. Increased staff associated with development and associated overheads.	Increase control procedures and introduce additional level of management. Divide into achievable sub-systems.
Number of major subsystems?	Managing Interfaces.	Have a co-ordination project. Establish overall architectural plan. Minimize project interdependencies.
Level of confidence?	Level of planning experience of unknowns within the plan may make estimates low.	Ensure management tolerances and contingencies are identified.
Key dates set by project team from the plan?	No commitment to plan, unachievable date.	Verify significance and justification for dates. Produce a plan.

Application Description – Technical Requirements Software Maintenance / Warranty & Documentation		YES	NO	PARTIAL
SMWD 1	On-line and/or telephone technical support is available 5 days a week (Week days) from 7:00 am to 5:00 pm with 1 hour response time (answer question or provide solution est.), and 4 hour response times for Saturday and Sunday and daily after 5:00 pm (Central time).	X		

Response:

The NIAC recognizes that the Maintenance and Support program offered by their Partner will be a key component of their long-term success – and we invite NIAC participants to speak with our customers to see how Memex supports them.

Memex has implemented a Proactive Customer Support model as part of our Customer Satisfaction organization. Every Memex customer has an identified Customer Satisfaction Consultant assigned to their account.   This will be a specific point-of-contact for the NIAC after the solution is implemented. This individual will familiarize themselves with the NIAC application and is responsible for establishing a semi-monthly (monthly at Customer's request) call to review any new and/or outstanding issues that exist with the application, as well as to perform a general, "health check". These calls are scheduled to occur regardless of whether there are any customer issues.   Additionally, there is a, "backup" Customer Satisfaction Consultant should the principal point-of-contact be unavailable (e.g., vacation). This will assure the NIAC – and Memex – of frequent communication which will permit all parties to resolve issues rapidly.

Memex's Customer Satisfaction Consultants confer on a daily basis to assess whether there are any issues that have arisen affecting other Memex customers that may affect our larger user-population; again resulting in more proactive service. Memex has integrated our Customer Satisfaction organization within our Professional Services organization – the latter being the group that will implement the NIAC solution – to facilitate internal communication and eliminate any boundaries when it comes to supporting our customers.

The NIAC will have three mechanisms of reporting issues and/or reaching out to Memex for Support:

1. Phone – The NIAC will have a phone number to contact their Customer Satisfaction Consultant directly, without having to go through a switchboard; this is in addition to their Professional Services contact
2. eMail – The NIAC will have the eMail address whereby all Customer Satisfaction Consultants receive the NIAC's request
3. Memex's online, self-service portal – which will allow the NIAC to submit issues and track its progress online; automated email notifications are sent to the Customer Satisfaction Consultant when these submissions occur

We provide these various mechanisms to facilitate transparency within our support organization.   These mechanisms typically facilitate an initial response within hours if not minutes.   We believe this approached has worked successfully for our customers based on the results we receive from our Quarterly Customer Satisfaction surveys.

Our Prime Maintenance and Support Agreement is contained in **Exhibit B** to the Memex Software

License and Services Agreement, which is included as **Exhibit C**. Memex's Prime Support Agreement provides support weekdays from 8:00 a.m. – 6: p.m. local time – with options available for extended coverage. Additionally, this Exhibit addresses problem escalation procedures and issue response times.

The Memex Prime Maintenance and Support Agreement states that upgrades to the licensed software, including new releases of the licensed software, will be made available to customers who have up-to-date maintenance and support contracts. These updates typically include changes in functionality, fixes to known issues, and/or advances in technology. Memex has proposed five, one-year options of Maintenance and Support per the RFP requirements – commencing with the day after the Warranty Period expires. **Memex Patriarch** typically has at least one release per quarter. At the NIAC's request, we will provide a list of software releases that have been made during the last 12 months.

SMWD 2	RESERVED				

Response:

RESERVED

SMWD 3	New releases and upgrades of the software provided periodically as part of the standard maintenance.	X			

Response:

The Memex Prime Maintenance and Support Agreement states that upgrades to the licensed software, including new releases of the licensed software, will be made available to customers who have up-to-date maintenance and support contracts. These updates typically include changes in functionality, fixes to known issues, and/or advances in technology.

Please refer to our response to SMWD 1 for additional information.

SMWD 4	Warranty provided for two (2) years from date of acceptance to include integration services with data sources.	X			

Response:

Memex will agree to provide two (2) years of warranty from date of acceptance including provision of the warranty for the integration services with the data sources.

SMWD 5	Software defects tracked and software patches released and installed periodically to address these defects as part of the standard maintenance.	X			

Response:

Memex's online, self-service portal will allow the NIAC to submit issues and track its progress online. **Memex Patriarch** typically provides at least one release per quarter.

Please refer to our responses to SMWD 1 and SMWD 3 for additional information.

SMWD 6	Mechanism / process for the NIAC to request specific Application enhancements.	X		

Response:

Change requests may be submitted online via our support portal. Additionally, Memex periodically holds user conferences, webinars and meetings with customers who share similar needs. This information has also been solicited via our Customer Satisfaction Surveys. Memex has hosted dinners and events with our law enforcement customers and customers from different industries – such as Financial Services, Entertainment and Insurance – to foster cooperation among them. These informal events have often provided additional insights and ideas for ways to improve our offerings. Finally, Memex's Proactive Customer Satisfaction Model promotes a minimum of two phone calls a month – regardless of whether any issues exist. Our Customer Satisfaction Consultants typically ask questions that elicit information that may be incorporated into our product updates.

The combination of all of these activities and communications provides multiple opportunities for our customers – and different parts of our customers' organizations – to contribute ideas, suggestions and needs to support their operations.

SMWD 7	Complete Application up to date source code shall be placed in escrow during life of the license agreement.	X		

Response:

At the State's written request, Memex will place our source code in Escrow in accordance with our standard Escrow procedures.

Application Description – Technical Requirements Software Documentation & On-line Help		YES	NO	PARTIAL
SDOH 1	Complete user documentation are available on-line for distribution.	X		

Response:

The user documentation is primarily available as online help. This is available within the application, but can also be displayed without launching the application, if required.

All manuals designed for print (including training guides) are also available as PDF files for viewing in Adobe Acrobat (or equivalent PDF viewer). This allows the documentation to be made available via SharePoint or on an intranet page.

SDOH 2	On-line content sensitive user help for all user aspects of the Application.	X		

Response:

The application includes context-sensitive online help for all aspects of a user's work within the system. Dialog boxes, forms and other screens include Help buttons, as shown on right side:

When the user clicks this button, or presses F1 on the keyboard, a help topic is shown that is relevant to the currently active part of the application. The following screenshot shows a help topic for the Results Viewer used to display the results of a search:

The help topics supplied as part of the COTS application can be modified by the System Administrator, if required, without reference to Memex. For example, your organization may have business-specific instructions for data input, which you would like to include in the help topics for data input forms. You can modify or replace the help topics provided with the COTS application, so that your users get business-specific advice when they click a Help button on a form.

In addition to user-level help, the administrative functions within the application also come with context-sensitive help topics. For example, an administrator using the User/Group Manager module may find it useful to get help on changing or deleting a user account.

From any context-sensitive help topic, the user can browse through the entire help system, if required – for example, to explore

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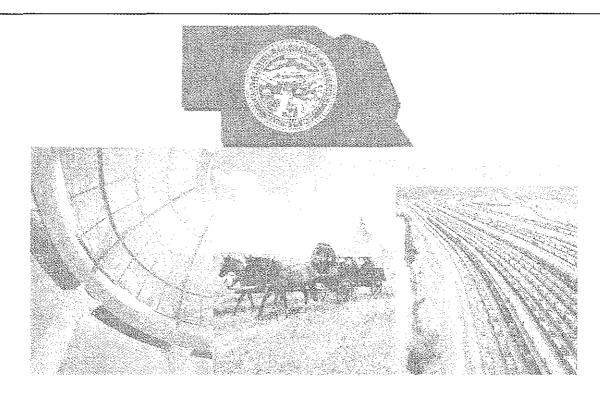
related information or just to improve their knowledge of the application.

SDOH 3	Complete Technical documentation for all aspects of the Application.	X		

Response:

Memex will supply complete technical documentation for all aspects of the application. The bulk of this documentation is included in the administrator-level online help (which is only accessible by users with administrative privileges). This allows quick access to the required information from within the application.

Additional documentation covers installation, configuration/setup, data replication and disaster recovery. All new releases of the application come with Release Notes that describe what has changed in that release.

Application Description – Technical Requirements Service – Installation & Training	YES	NO	PARTIAL
SIT 1 Services to support installation, testing, and certification for operations of Application should be completed within 180 days following the purchase date.	X		

Response:

Memex has proposed the requested services to support implementation of the Application within 180 days. Please refer to our response to Section 4.d Detailed Project Workplan, and our MicroSoft Project Plan located in Exhibit B.

		YES	NO	PARTIAL
SIT 2	Offeror will provide on-site Training in the application administration, operation, and minor customization of the baseline application for 10 people in its proposed schedule and state the level of training; coincident with completion of IV&V acceptance testing.	X		

Response:

One of Memex's true strengths and a key, differentiating feature, is the ability for our customers to modify and configure Memex applications independent of Memex. Memex provides a configurable COTS solution where programming skills are not required to operate and customize the application. The NIAC will assign the security roles and permissions to the individuals who are permitted to perform the administration functions – such as security, user management, scheduling, populating drop-down lists, etc. – as well as configuration changes such as:

    a. Creating/updating data elements
    b. Creating/updating fields
    c. Modifying field lengths
    d. Creating/updating drop down boxes and/or their default/required contents
    e. Creating new forms
    f. Modifying existing forms
    g. Creating new entities
    h. Modifying existing entities
    i. Creating/updating tabs, default values, workflow notifications, etc

Memex will also provide a standard access schema such that new data sources that are mapped to the schemas can be easily made available to Memex.

Memex will define an Information Exchange Package Document (IEPD) which defines the schema by which data sources may be presented to Memex for indexing. This will simplify the process for indexing new data sources for Memex to access. Data may be easily mapped to the IEPD.

Memex is proposing two, three-day administrator training classes – each with a maximum number of 6 people. This will allow the State to have 10 people trained, but allow flexibility should not all 10 people be available the same week. Additionally, a significant percentage of Memex training is spent with, "hands-on"

activities. We do this to increase retention rate and reduce, "fear" of the application. The smaller class size will allow more focused attention from the trainer for the trainees. Additionally, Memex will hold a Data Integration training class for System Administrators to assist with the transition after implementation. A course outline for the System Administrator training may be found in **Exhibit E.**

SIT 3	Offeror will provide on-site train-the-trainer for user training for 6 people in its proposed schedule and state the level of training; coincident with completion of IV&V acceptance testing.			

Response:

World class applications are useless if end users are unable to operate them, and the most advanced technology architecture will not function without the people to support them. With this in mind, the Memex Team has proposed a comprehensive approach for training the NIAC participants in the technical and business functions of our solution. We are proposing a "train-the-trainer" approach for the users. In this program we use standard classroom training which may be optionally supplemented with a Computer Based Training (CBT) tool that will facilitate regression training and the introduction of new users to the NIAC application solution. This comprehensive approach will support the participants' desire for knowledge transfer, the creation of "super users", and allow the NIAC to more rapidly assume control over the architecture and application.

Memex and our customers have realized outstanding success by implementing this approach. For example, in the State of New Jersey, Memex trained a group of New Jersey State Police trainers who subsequently trained thousands of users from dozens of jurisdictions around the State that use Memex for Intelligence Management and Search. This was supplemented by a CBT program to train thousands of remote users in hundreds of jurisdictions in the use of Memex's *Tips and Leads* application.

A significant percentage of our training is spent performing "hands-on" activities, which will allow new users to navigate and explore the application. This will increase retention rates while reducing "fear" of the application. Each of the trainers will be trained in each of the areas of applicable functionality.

We encourage each participating agency to send internal "trainers" and/or "Super Users" to the training class. This will give each participating organization a "go to" person within their ranks that will act as a front-line trouble-shooter. Typically, a Super User is computer-knowledgeable, has good communication skills, and is the person to whom others naturally turn for help. Super Users are vital in easing the inevitable change-related stress among the end-user population, and contributing to the success of formal system training by working with the trainers and identifying individuals who may need extra assistance.

Specifically, Memex will conduct a four-day, user training for the six (6) identified trainers for the NIAC. The course outline for this class may be found in Exhibit E.

Application Description – Technical Requirements		YES	NO	PARTIAL
Application / Application Set Licensing				
AASL 1	The Offeror will provide pricing for adding future data sources of easy, medium and complex levels of difficulty. This would be pricing for data sources beyond what is listed in Section IV (H) 3. Please provide in your response what is required to add additional sources of data.	X		

Response:

Memex has provided pricing for future data sources as categorized in this requirement in our Cost Proposal. The work associated with adding data sources to the Memex system can take as little as a few minutes (e.g., adding a targeted website) to three months for a particularly complex application (this includes requirements gathering, design, development, testing, conversion, etc.).

There are many different sources of data, each with different constructs and serving different purposes, which have been accessed and incorporated into Memex. For example, at Merrill Lynch, Memex was receiving live data feeds from information security providers such as Cyveillance, iDefense, MarkMonitor and Symantec. This was in support of Merrill Lynch's Threat Management organization, and a much different set of data than that which is located in an RMS/CAD application. Merrill Lynch pulled many of these data feeds directly into Memex with no assistance from Memex.

The Kansas City TEW has five participating jurisdictions in Missouri and Kansas who house their data locally, and when a search is conducted by an authorized user, the Memex application searches the RMS/CAD data stored at these jurisdictions. These data sources range from in-house applications to established RMS/CAD providers such as Tiburon, New World Systems and Intergraph. None of this RMS/CAD data is stored/retained in Memex at the KCTEW.

The Northeast Ohio Regional Fusion Center in Cleveland had Memex bring data in from the Cuyahoga Regional Intelligence System as well as the Cleveland Police Department RMS system. This was a situation where Memex was requested to pull in the data as part of our Statement of Work

Subsequent to our implementation at Northeast Ohio, Memex has developed a standard list of entities for RMS/CAD integrations. These entities conform with NIEM and the NDEX schema – which we are now deploying across the United States.
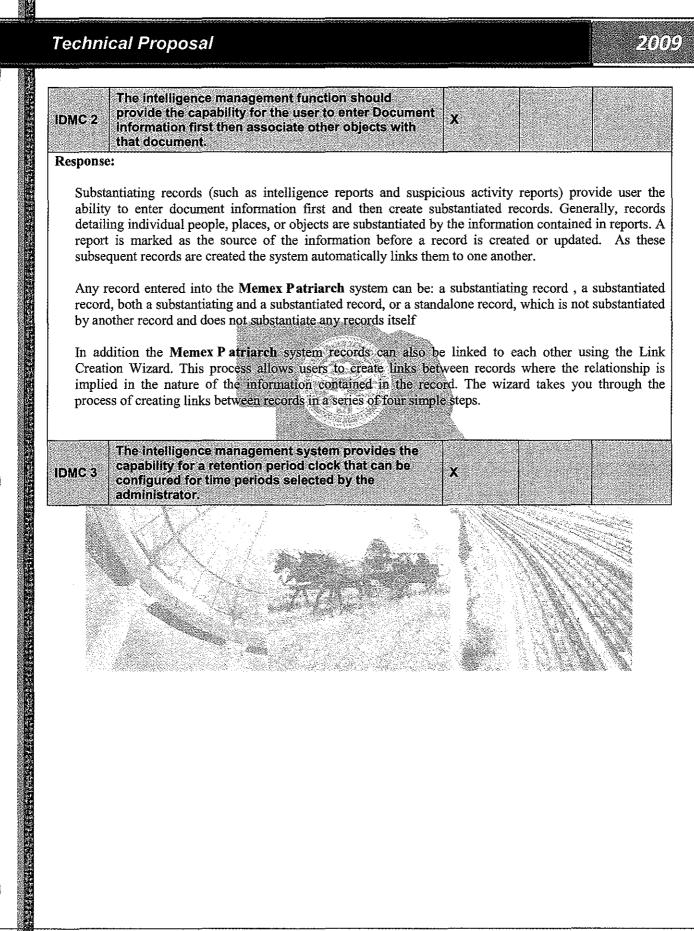
The requirements for adding data sources into Memex vary according to the type of data source, the access mechanism and how frequently the data source is to be refreshed (if warehoused). Forms may have to be built to support the presentation of the data source, or the existing forms may be acceptable (e.g., RMS/CAD forms in a NIEM-compliant format). Individuals who attend our Administrators' Training learn how to build and modify our forms, and no programming experience is required. The NIAC will then decide who has the security roles and permissions to perform these functions.

RMS/CAD source data – particularly if not NIEM-compliant – will need to have their data elements mapped to the Memex data elements. Memex has proposed a tool that will assist in this definition, and has proposed a data schema that will allow all data sources to be mapped to this schema so that there is only one common data structure to be accessed by or loaded into Memex.

Finally, as with any, "change" to a solution, the processes should be designed, tested, training provided (if appropriate), approved, and monitored upon implementation.
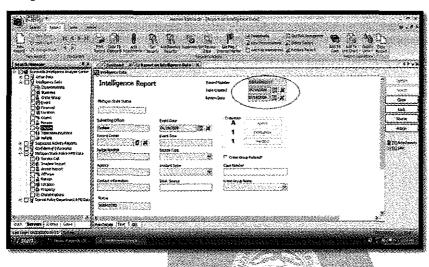
Application Description – Technical Requirements Intelligence Data Management Capability ONLY Answer if IMS is Being Offered		YES	NO	PARTIAL
IDMC 1	The intelligence system has a case management module.	X		

Response:

The application includes a case management module that allows users to group records together by assigning them to a case.

This will enable IMS users to:

1. Organize information effectively
2. Find records that are frequently referred to, quickly and easily
3. Visualize the Case and the records it contains graphically, on a link chart

System permissions control access to the following Case Management functionality:

1. Creating cases
2. Deleting cases
3. Adding records to a case
4. Removing records from a case
5. Listing the records in a case
6. Listing the cases associated with a record
7. Adding the case to a link chart
8. Changing a case's properties
9. Changing the security settings for a case
10. Searching for records by case

Case Management is a seamlessly integrated component contained within Memex Patriarch, and has been deployed in multiple States and jurisdictions around the country – most recently in Georgia and Maryland.

IDMC 2	The intelligence management function should provide the capability for the user to enter Document Information first then associate other objects with that document.	X		

Response:

Substantiating records (such as intelligence reports and suspicious activity reports) provide user the ability to enter document information first and then create substantiated records. Generally, records detailing individual people, places, or objects are substantiated by the information contained in reports. A report is marked as the source of the information before a record is created or updated. As these subsequent records are created the system automatically links them to one another.

Any record entered into the **Memex Patriarch** system can be: a substantiating record , a substantiated record, both a substantiating and a substantiated record, or a standalone record, which is not substantiated by another record and does not substantiate any records itself

In addition the **Memex P atriarch** system records can also be linked to each other using the Link Creation Wizard. This process allows users to create links between records where the relationship is implied in the nature of the information contained in the record. The wizard takes you through the process of creating links between records in a series of four simple steps.

IDMC 3	The intelligence management system provides the capability for a retention period clock that can be configured for time periods selected by the administrator.	X		

Response:

An important part of maintaining an intelligence database system is keeping the information up to date and ensuring that data is not held on the system for longer than is necessary or permissible. To facilitate this process **Memex Patriarch** automatically assigns a review date to each report – or any other type of record that can be used to substantiate information on the system – when it is submitted.

The review date is the date by which a record should be re-evaluated to assess whether it should still be held on the database. When a review date is automatically assigned, it is calculated as a number of days from the current date.

Users with access to the List Management module of **Memex Patriarch** (generally this will be your

application administrator) can configure the number of days between the creation, or modification, of a record, and its review date. A specific number of days is attributed to each possible evaluation grading (for example, A-1-1, B-2-3, etc.) In this way the system assigns a review date based on a report's evaluation.

Review dates can also be manually applied to any kind of record. For example, a review date can be applied to a Person record when it is created, to ensure that after the specified period an assessment is made as to whether it should remain on the system.

IDMC 4	The intelligence management system resets the retention period clock for an object when the document has been exported.			X

Response:

Generally, an export alone is not sufficient under 28CFR23 to establish a new retention period. The test for retention must be relevance, and a mere export of the record does not alone meet that standard.

The **Memex Patriarch** record retention functionality is highly configurable. However, there is no inherent functionality to automatically reset the retention period clock if the record is printed, disseminated or exported.

This type of functionality, if desired, can be obtained through the use of the included Memex MFX Form extensions and other form based rules and processes.

IDMC 5	The intelligence management system provides the capability to update a stored object and save it as a new object, without changing the original object.	X		

Response:

The **Memex Patriarch** system provides GUI based tools for administrative users to set the system to update stored object while maintaining a copy of the original object. This is part of the systems archival process and this feature can be switched on or off in the event the retention of the original object is no longer need.

IDMC 6	The intelligence management module should provide the capability for supervisory review of criminal intelligence data prior to any data purging.	X		

Response:

The **Memex Patriarch** record retention and purge functionality is highly configurable. Various levels of permissions can be set giving specific users or group of users access to purge/delete functionality. Generally, the **Memex Patriarch** system is configured to notify an administrator or other supervisory user that a record is nearing the end of its retention period. Upon this notification said user can review the record and reset the retention period if the record is going to be kept or alternatively purge the record as required. This functionality if desired can be provided only to selected groups of users (i.e. supervisory users.)

IDMC 7	The intelligence management module's document table includes an indicator as to whether the data are criminal history records information or criminal intelligence-related information.	X		

Response:

Identifying records in the system as intelligence, non-intelligence, criminal history data, or any other source type can be accomplished in several ways in the **Memex Patriarch** System.

This can be accomplished at the server level or at the record level. The system can be set-up to clearly show the origin of records and documents in the system and make this obvious to the user through the Memex Search Manager.

At the record level, if it is desired, each record can contain an indicator as to whether the data is from "criminal history" records or "criminal intelligence related information". This indicator can be set up to prominently display that information to users each time they view such records.

| IDMC 8 | When the Criminal/Intel indicator indicates criminal intelligence-related information, the document should include: A Content Validity field that can be set to: Confirmed, Probable, Doubtful, or cannot be judged Source Reliability field that can be set to: Reliable, Usually Reliable, Unreliable, or Unknown. | X | | | |

Response:

The Memex system includes a source reliability and content validity indicator, or "grading" process for all records or specific record types that can be configured to match the NIAC's requirements. The "Grading" process supports up to a "five by five by five" model wherein Source Reliability, Content Validity, and Information Handling Instructions can be assigned values between "A & E" and "1 through 5."

| IDMC 9 | The intelligence management module should provide the capability to restrict access to all data based on restriction flags and group names. | X | | | |

Response:

Your ability to access the data in the **Memex Patriarch** System depends on two factors: Permissions and Record security.

Permissions and security can be assigned and applied either on an individual user basis, on a group basis, or using a combination of users and groups. Large organizations, in particular, find it useful to be able to assign permissions and apply security on a group basis. This makes it easy to ensure that all users at a certain level, or working in a particular area, have identical rights to access data or perform particular actions.

In most installations of Memex Patriarch, every user is a member of at least one role group and one security group:
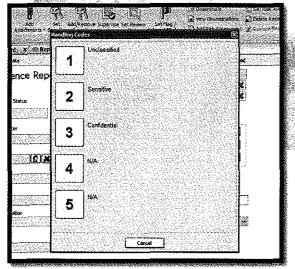
Role groups are sets of system permissions and database access rights that are assigned to users. Whenever you are added to a role group, you gain all the permissions assigned to that group. Your permissions are therefore the sum of the permissions of all the role groups you belong to, plus any permissions that have been assigned to you as an individual.

Security groups are classifications that control access to records. When you secure a record you specify which security groups have covert or protected access to the record, and which groups are denied access. Whenever you are added to a security group, you inherit all the access rights of that group. If the group has been specifically denied access to a record, you will no longer be able to access that record.

IDMC 10	The intelligence management module should provide the capability for users, on a document basis, to set a restriction level field to: Confidential – only authorized users are aware of and can view the data. Sensitive – only authorized users can view the data; non authorized users are notified there is additional data and provided a reference or point of contact for further investigation. Unclassified – all users can view the data.	X		

Response:

As previously described in response to Question IDMC #8, The **Memex Patriarch** System includes a a configurable tool for evaluating source reliability, content validity indicator, and restriction level or "Handling Code" for all records or specific record types that can be configured to match the customers desires.

This "Grading" process supports up to a "five by five by five" model wherein Source Reliability, Content Validity, and Information Handling Instructions can be assigned values between "A & E" and "1 through 5."

As noted in the picture below this can be set to: Confidential – only authorized users are aware of and can view the data; Sensitive – only authorized users can view the data; non authorized users are notified there is additional data and provided a reference or point of contact for further investigation; and Unclassified – all users can view the data.
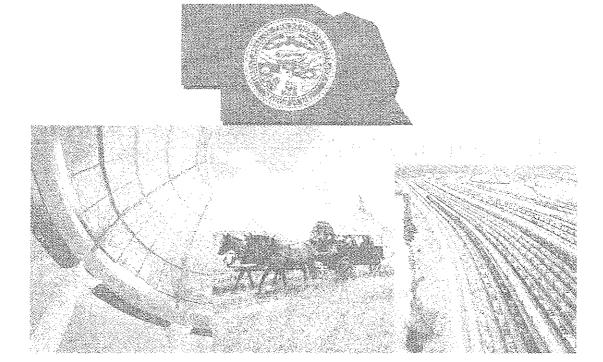
IDMC 11	The intelligence management module shall be 28 Code of Federal Regulations (CFR) Part 23 compliant.	X		

Response:

The **Memex Patriarch** System intelligence module is 28CFR23 compliant.

Memex Patriarch contains several features that guide users through a process that captures all of the necessary elements including but not limited to:

1. Reasonable suspicion of criminal activity information
2. Source reliability and content validity evaluation
3. Setting appropriate review and retention periods
4. Purging process for non-relevant data
5. Process for recording intelligence disseminations

Additionally, the system contains a robust security model that prevents unauthorized access and an audit function that records all user activity from login to logoff.

At least two of Memex's U.S. based law enforcement customers systems have been reviewed for compliance with 28CFR23 by IIR, and both of these customers were informed that they were compliant.

<u>Exhibit A – Financial Statements</u>

NIAC
financials062309.PDF

Memex, Inc.

FINANCIAL REPORT

DECEMBER 31, 2008 AND 2007

TABLE OF CONTENTS

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Memex, Inc.
Vienna, Virginia

We have audited the accompanying balance sheets of Memex, Inc. (Company), as of December 31, 2008 and 2007, and the related statements of operations and accumulated deficit and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Memex, Inc. at December 31, 2008 and 2007, and the results of its operations and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

Witt Mares, PLC

Fairfax, Virginia
April 23, 2009

-1-

FINANCIAL STATEMENTS

MEMEX, INC.
Balance Sheets
December 31, 2008 and 2007

	2008	2007
ASSETS		
CURRENT ASSETS		
Cash	$ 349,375	$ 435,108
Accounts receivable - billed	907,138	432,195
Accounts receivable - unbilled	553,291	60,518
Certificates of deposit - pledged	81,447	141,514
Prepaids	43,981	22,752
Total current assets	1,935,232	1,092,087
PROPERTY AND EQUIPMENT (NET)	27,512	58,317
OTHER ASSETS		
Deposits	9,480	9,202
Deferred tax asset	1,325,035	1,325,035
Total other assets	1,334,515	1,334,237
Total assets	$ 3,297,259	$ 2,484,641

MEMEX, INC.
Balance Sheets
December 31, 2008 and 2007

	2008	2007
LIABILITIES AND STOCKHOLDER'S DEFICIT		
CURRENT LIABILITIES		
Accounts payable	$ 28,307	$ 27,423
Accrued expenses	191,556	50,000
Deferred revenue	912,667	774,361
Total current liabilities	1,132,530	851,784
OTHER LIABILITIES		
Due to parent	6,893,042	6,049,069
Total other liabilities	6,893,042	6,049,069
Total liabilities	8,025,572	6,900,853
STOCKHOLDER'S DEFICIT		
Common stock, par value $0.01 per share,		
100 shares authorized, 70 shares issued and outstanding	1	1
Additional paid in capital	1,000,069	1,000,069
Preferred stock, par value $0.01 per share, 20 shares authorized,		
0 shares issued and outstanding	-	-
Accumulated deficit	(5,728,383)	(5,416,282)
Total stockholder's deficit	(4,728,313)	(4,416,212)
Total liabilities and stockholder's deficit	$ 3,297,259	$ 2,484,641

MEMEX, INC.
Statements of Operations and Accumulated Deficit
Years Ended December 31, 2008 and 2007

	2008	2007
SALES		
Maintenance sales	$ 1,113,581	$ 1,274,388
Professional services	1,050,662	957,882
Product sales	1,062,660	878,449
Training sales	25,470	84,906
Travel Reimbursement	73,495	11,299
Other Income	10,586	5,669
Total sales	3,336,454	3,212,593
COST OF SALES		
Consulting	-	27,240
UK charge	338,687	278,773
Foreign exchange gain	29	3,986
GSA fees	1,698	1,050
Hardware	14,894	2,282
PSP communications	309	1,236
Manuals	3,202	5,301
Transportation	1,221	-
Total cost of sales	360,040	319,868
GROSS PROFIT	2,976,414	2,892,725
OPERATING EXPENSES		
Administrative and general	124,822	126,869
Computer costs	18,568	17,956
Legal and professional	55,210	185,204
Depreciation	30,268	49,203
Marketing	64,364	64,069
Travel and entertainment	419,089	573,374
Relocation	15,512	10,178
Rent	99,249	77,803
Salaries and wages	2,443,901	2,486,206
Management fee	-	101,252
Insurance	11,550	19,520
Taxes and licenses	6,018	3,269
Other expenses	(36)	350
Total operating expenses	3,288,515	3,715,253
Loss before income tax benefit	(312,101)	(822,528)
Deferred income tax benefit	-	-
NET LOSS	(312,101)	(822,528)
ACCUMULATED DEFICIT		
Beginning	(5,416,282)	(4,593,754)
Ending	$ (5,728,383)	$ (5,416,282)

See accompanying notes.

-4-

MEMEX, INC.
Statements of Cash Flows
Years Ended December 31, 2008 and 2007

	2008	2007
CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss	$ (312,101)	$ (822,528)
Adjustments to reconcile net loss to		
net cash provided by (used in) operating activities:		
Depreciation	30,268	49,203
Changes in assets and liabilities:		
Accounts receivable	(474,943)	490,389
Prepaids	(21,229)	(1,975)
Accrued income	(492,773)	54,482
Deposits	(278)	(3,117)
Accounts payable	884	(30,079)
Accrued expenses	141,556	(203,467)
Due to parent	267,978	493,902
Deferred revenue	138,306	177,018
Net cash provided by (used in) operating activities	(722,332)	203,828
CASH FLOWS FROM INVESTING ACTIVITIES		
Return of (acquisition of) property and equipment	537	(24,140)
Redemption (purchases) of certificate of deposit	60,067	(102,001)
Net cash provided by (used in) investing activities	60,604	(126,141)
CASH FLOWS FROM FINANCING ACTIVITIES		
Net cash provided from parent	575,995	60,000
Net cash provided by financing activities	575,995	60,000
Net increase (decrease) in cash	(85,733)	137,687
CASH		
Beginning	435,108	297,421
Ending	$ 349,375	$ 435,108
SUPPLEMENTAL CASH FLOW DISCLOSURES		
Cash paid for income taxes during the year	$ 6,018	$ 3,269

See accompanying notes.

-5-

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

Memex, Inc. (Company) was incorporated December 31, 1996, to provide research, development, and marketing of advanced database engines and computer programs for information retrieval, analysis, and dissemination.

Financial Statement Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The statement of cash flows is prepared on the basis of cash and cash equivalents. Short-term investments with an original maturity of three months or less are considered to be cash equivalents. Substantially all of the Company's cash is on deposit with a single financial institution, and at various times during the year these cash balances exceed the federally insured limits.

Trade Receivables

Trade receivables are carried at anticipated realizable value. An estimate is made for doubtful receivables based on a review of all outstanding amounts at year-end. Uncollectible accounts are written off during the year in which they are identified.

Certificates of Deposit

Certificates of deposit are with several banks, have various maturities, and are stated at market value.

Property and Equipment

Depreciation is calculated using the straight-line method over the estimated useful lives of the assets, which range from three to seven years.

(Continued)

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Concluded)

Income Taxes

Certain items of income and expense are recognized in different periods for income tax and financial accounting purposes. The income tax effects of these temporary differences are shown in the financial statements as deferred income taxes.

Foreign Currencies

Transactions in foreign currencies are translated into U.S. dollars at the exchange rate on the date of the transaction. Exchange differences are included in the statement of operations.

Revenue Recognition

Memex, Inc recognizes revenue when all conditions precedent to customization of the software has occurred, including but not limited to evidence of the sale, delivery of the software, and collection of revenue is probable.

NOTE 2. PROPERTY AND EQUIPMENT

Property and equipment, classified in their functional areas, are as follows at December 31:

Functional Area	2008	2007
Leasehold improvements	$ 16,126	$ 16,126
Software	13,009	14,392
Furniture and equipment	51,373	51,373
Computer equipment	171,411	170,567
	251,919	252,458
Accumulated depreciation	(224,407)	(194,141)
	$ 27,512	$ 58,317

Depreciation expense was $30,268 and $49,203 for the years ended December 31, 2008 and 2007, respectively.

NOTE 3. AFFILIATE TRANSACTIONS

The Company does business with Memex Technology Limited, an affiliated company under common control in the United Kingdom. The transactions comprise performing services for the related parties, and having services performed by them on the Company's behalf. Inter-company activity is as follows for the year ended December 31.

	2008	2007
Balance due to ultimate parent, beginning of the year	$ 6,049,069	$ 5,495,167
Services performed by the ultimate parent, on behalf of the Company	267,978	493,902
Cash transfers to Company, from ultimate parent	635,000	410,000
Cash collected by ultimate parent, from the Company	(59,005)	(350,000)
Balance at end of the year	$ 6,893,042	$ 6,049,069

NOTE 4. COMMITMENTS AND CONTINGENCIES

The Company leases office facilities as tenant. There are no contingent rentals, but the rent escalates three percent each year over the period of the lease. Rental expense was $99,249 and $77,803 for December 31, 2008 and 2007, respectively. Total minimum future rentals under the terms of the lease are $48,496 in 2009.

NOTE 5. PENSION PLAN

The Company sponsors a 401(k) pension plan. Full time employees are eligible to join the plan on the first day of the month following 90 days of hire. Employees may contribute a percent of their salary, up to the Internal Revenue Service (IRS) limits. The Company matches up to a maximum of four percent of employee contributions. Pension expense under the plan was $52,446 and $34,980 for the years ended December 31, 2008 and 2007, respectively.
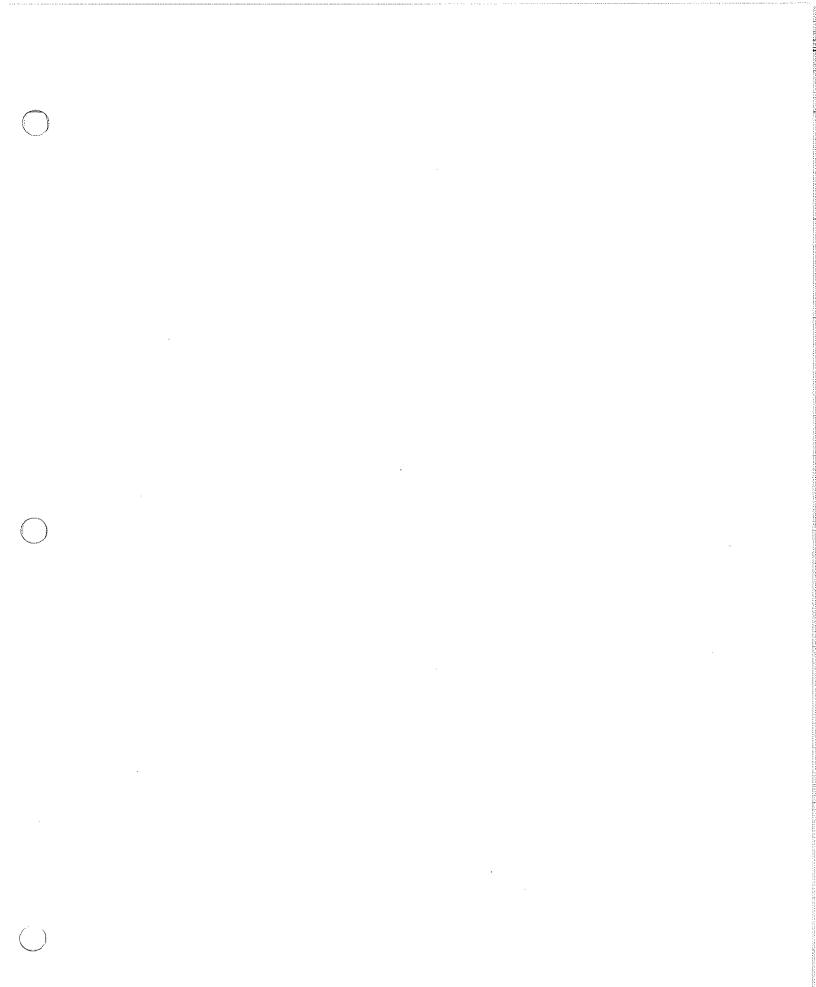
NOTE 6. DEFERRED TAXES

Memex Inc. has a tax benefit of approximately $1,500,000 from net operating loss carry-forwards. There has been an allowance placed against this benefit at December 31, 2008 and 2007 of approximately $200,000.

NOTE 7. NET OPERATING LOSS CARRY-FORWARD

Memex, Inc. has net operating loss carry-forwards of approximately $4,000,000 as of December 31, 2008. A substantial portion will expire if not used by the year ended December 31, 2019.
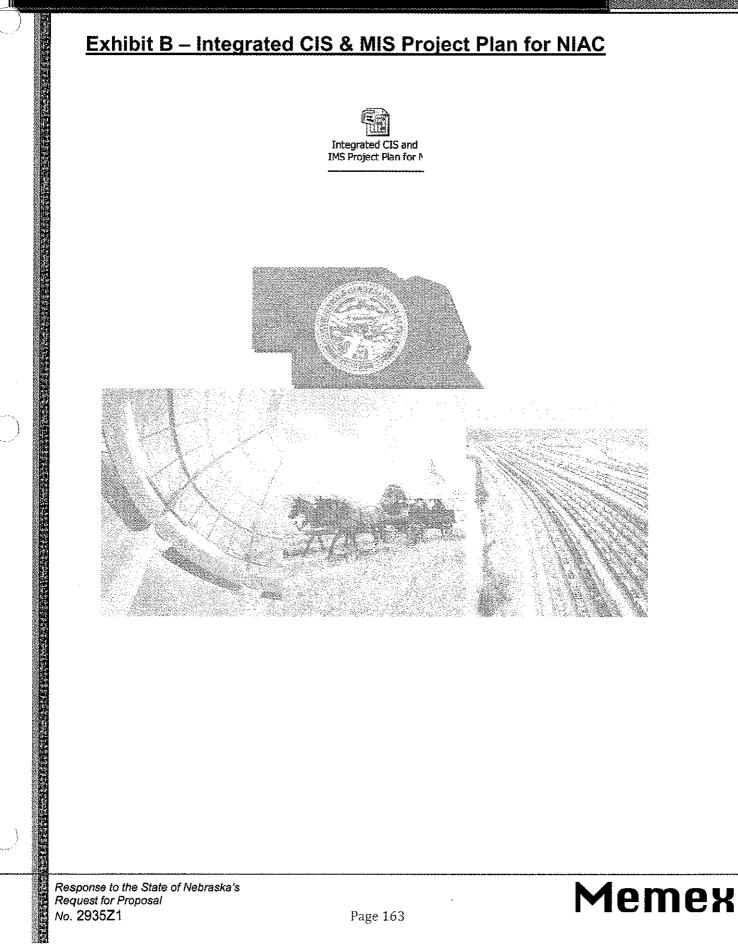
<u>Exhibit B – Integrated CIS & MIS Project Plan for NIAC</u>

Integrated CIS and
IMS Project Plan for N

ID	❶	Task Name	Duration	Start	Finish
1		**Project Management**	**149 days?**	**Tue 9/1/09**	**Fri 3/26/10**
2	▦	Provide Project Management	149 days	Tue 9/1/09	Fri 3/26/10
3	▦	September Status Report	0 days	Mon 10/5/09	Mon 10/5/09
4	▦	October Performance Review Meeting	1 day?	Thu 10/8/09	Thu 10/8/09
5	▦	October Status Report	0 days	Thu 11/5/09	Thu 11/5/09
6	▦	November Performance Review Meeting	1 day?	Mon 11/9/09	Mon 11/9/09
7	▦	November Status Report	0 days	Fri 12/4/09	Fri 12/4/09
8	▦	December Performance Review Meeting	1 day?	Tue 12/8/09	Tue 12/8/09
9	▦	December Status Report	0 days	Tue 1/5/10	Tue 1/5/10
10	▦	January Performance Review Meeting	1 day?	Fri 1/8/10	Fri 1/8/10
11	▦	January Status Report	0 days	Fri 2/5/10	Fri 2/5/10
12	▦	February Performance Review Meeting	1 day?	Tue 2/9/10	Tue 2/9/10
13	▦	February Status Report	0 days	Fri 3/5/10	Fri 3/5/10
14	▦	March Performance Review Meeting	1 day	Tue 3/9/10	Tue 3/9/10
15	▦	Execute Quality Assurance Tasks	149 days	Tue 9/1/09	Fri 3/26/10
16		**Initiation**	**34 days**	**Tue 9/1/09**	**Fri 10/16/09**
17		**Execute Startup Activities**	**7 days**	**Tue 9/1/09**	**Wed 9/9/09**
18	▦	Confirm Project Plan, Schedule, and Scope w/NIAC Team	4 days	Tue 9/1/09	Fri 9/4/09
19	▦	Define NIAC Project Team	4 days	Tue 9/1/09	Fri 9/4/09
20	▦	Obtain Participating Agency's IT Contacts for Integration	4 days	Tue 9/1/09	Fri 9/4/09
21	▦	Contact Participant POCs for Data Needs	4 days	Tue 9/1/09	Fri 9/4/09
22	▦	Confirm hardware is ordered	4 days	Tue 9/1/09	Fri 9/4/09
23	▦	Establish Project Working Environment	4 days	Tue 9/1/09	Fri 9/4/09
24	▦	Submit Memex background check(s)	4 days	Tue 9/1/09	Fri 9/4/09
25		**Identify Data Integration POCs**	**7 days**	**Tue 9/1/09**	**Wed 9/9/09**
26		User Contacts	4 days	Tue 9/1/09	Fri 9/4/09
27	▦	Administrators/IT Contacts	4 days	Tue 9/1/09	Fri 9/4/09
28	▦	Schedule meetings for Data Integration Assessments	5 days	Thu 9/3/09	Wed 9/9/09
29		**Define QA Tasks**	**5 days**	**Mon 9/7/09**	**Fri 9/11/09**
30	▦	Define Communication Plan	5 days	Mon 9/7/09	Fri 9/11/09
31	▦	Schedule Deliverable Reviews	5 days	Mon 9/7/09	Fri 9/11/09
32	▦	Confirm Project Reviews	5 days	Mon 9/7/09	Fri 9/11/09
33	▦	Schedule Workshops	5 days	Mon 9/7/09	Fri 9/11/09
34	▦	Schedule Software Installation	5 days	Mon 9/7/09	Fri 9/11/09
35	▦	Confirm Milestones	5 days	Mon 9/7/09	Fri 9/11/09
36	▦	Review Deliverable Outlines	5 days	Mon 9/7/09	Fri 9/11/09
37	▦	Define/Confirm Roles and Responsibilities	5 days	Mon 9/7/09	Fri 9/11/09
38	▦	Review Connectivity Plan	5 days	Mon 9/7/09	Fri 9/11/09
39	▦	Configure Memex Project Server	5 days	Mon 9/7/09	Fri 9/11/09
40	▦	Install and Configure Memex Project Software on Project Server	5 days	Mon 9/7/09	Fri 9/11/09
41	▦	Execute installation test script	5 days	Mon 9/7/09	Fri 9/11/09
42		**Conduct Data Integration Assessment Meetings**	**20 days**	**Mon 9/14/09**	**Fri 10/9/09**
43	▦	Confirm Data Integration Data Sources	10 days	Mon 9/14/09	Fri 9/25/09
44	▦	Confirm Data Integration Mechanism for each Data Source	10 days	Mon 9/14/09	Fri 9/25/09
45	▦	Prioritize Data Sources with NIAC	2 days	Mon 9/28/09	Tue 9/29/09
46	▦	Reschedule Data Source integrations in Project Plan based	2 days	Wed 9/30/09	Thu 10/1/09
47	▦	Data Integration Assessment and Consolidation	8 days	Wed 9/30/09	Fri 10/9/09
48		**Project Kickoff**	**22 days**	**Mon 9/14/09**	**Tue 10/13/09**
49	▦	IMS Workshop Preparation	1 day	Mon 9/14/09	Mon 9/14/09
50		**IMS User Workshop 1 w/Project Server**	**6 days**	**Tue 9/15/09**	**Tue 9/22/09**
51	▦	How Memex can be used as a 28CFR23 compliant system	1 day	Tue 9/15/09	Tue 9/15/09
52	▦	Review Configuration Options	2 days	Tue 9/15/09	Wed 9/16/09
53	▦	Confirm Requirements	2 days	Tue 9/15/09	Wed 9/16/09

Project: Integrated CIS and IMS Proje:	Task	▭	Progress	▬▬▬	Summary	▼▼▼	External Tasks	▭	Split
Date: Mon 6/29/09	Split	‥‥	Milestone	◆	Project Summary	▽▽▽	External MileTask	◇	

ID		Task Name	Duration	Start	Finish
54		Confirm Workflows	2 days	Tue 9/15/09	Wed 9/16/09
55		Confirm Roles/Responsibilities	2 days	Tue 9/15/09	Wed 9/16/09
56		Confirm Schedule	2 days	Tue 9/15/09	Wed 9/16/09
57		Confirm Automated Processes and Notifications	2 days	Tue 9/15/09	Wed 9/16/09
58		**Websites of Interest**	**2 days**	**Tue 9/15/09**	**Wed 9/16/09**
59		Identify five (5) websites of interest	2 days	Tue 9/15/09	Wed 9/16/09
60		Confirm relevant data on Websites of Interest are stored as text	2 days	Tue 9/15/09	Wed 9/16/09
61		Review and Confirm NIAC mechanim for "hiding" source of web queries	2 days	Tue 9/15/09	Wed 9/16/09
62		**Confirm Entities**	**2 days**	**Tue 9/15/09**	**Wed 9/16/09**
63		Intelligence Report	2 days	Tue 9/15/09	Wed 9/16/09
64		Person	2 days	Tue 9/15/09	Wed 9/16/09
65		Address (Location)	2 days	Tue 9/15/09	Wed 9/16/09
66		Vehicle	2 days	Tue 9/15/09	Wed 9/16/09
67		Organization	2 days	Tue 9/15/09	Wed 9/16/09
68		Communications	2 days	Tue 9/15/09	Wed 9/16/09
69		Confirm Print/Dissemination Requirements	2 days	Tue 9/15/09	Wed 9/16/09
70		Confirm Dashboard Requirements	1 day	Thu 9/17/09	Thu 9/17/09
71		Confirm CompStat Requirements	1 day	Thu 9/17/09	Thu 9/17/09
72		Confirm Functional Scope and Boundaries	3 days	Tue 9/15/09	Thu 9/17/09
73		Consolidate Results for Approval	3 days	Fri 9/18/09	Tue 9/22/09
74		CIS Workshop Preparation	1 day	Mon 10/5/09	Mon 10/5/09
75		**CIS User Workshop 1 w/Project Server**	**6 days**	**Tue 10/6/09**	**Tue 10/13/09**
76		How Memex can be used as an integrated information sharing system	1 day	Tue 10/6/09	Tue 10/6/09
77		Review Configuration Options	2 days	Tue 10/6/09	Wed 10/7/09
78		Confirm Requirements	2 days	Tue 10/6/09	Wed 10/7/09
79		Confirm Workflows	2 days	Tue 10/6/09	Wed 10/7/09
80		Confirm Roles/Responsibilities	2 days	Tue 10/6/09	Wed 10/7/09
81		Confirm Schedule	2 days	Tue 10/6/09	Wed 10/7/09
82		Confirm Automated Processes and Notifications	2 days	Tue 10/6/09	Wed 10/7/09
83		Review Data Integration Assessment Results	2 days	Tue 10/6/09	Wed 10/7/09
84		**Confirm Entities**	**2 days**	**Tue 10/6/09**	**Wed 10/7/09**
85		Incident Report	2 days	Tue 10/6/09	Wed 10/7/09
86		Service Call	2 days	Tue 10/6/09	Wed 10/7/09
87		Missing Person Report	2 days	Tue 10/6/09	Wed 10/7/09
88		Arrest	2 days	Tue 10/6/09	Wed 10/7/09
89		Person	2 days	Tue 10/6/09	Wed 10/7/09
90		Offence	2 days	Tue 10/6/09	Wed 10/7/09
91		Location	2 days	Tue 10/6/09	Wed 10/7/09
92		Vehicle	2 days	Tue 10/6/09	Wed 10/7/09
93		Organization	2 days	Tue 10/6/09	Wed 10/7/09
94		Property	2 days	Tue 10/6/09	Wed 10/7/09
95		Communications	2 days	Tue 10/6/09	Wed 10/7/09
96		Mugshot	2 days	Tue 10/6/09	Wed 10/7/09
97		Other	2 days	Tue 10/6/09	Wed 10/7/09
98		Confirm Print/Dissemination Requirements	2 days	Tue 10/6/09	Wed 10/7/09
99		Confirm Dashboard Requirements	1 day	Thu 10/8/09	Thu 10/8/09
100		Confirm CompStat Requirements	1 day	Thu 10/8/09	Thu 10/8/09
101		Confirm Functional Scope and Boundaries	3 days	Tue 10/6/09	Thu 10/8/09
102		Consolidate Results for Approval	3 days	Fri 10/9/09	Tue 10/13/09
103		**Initiation Deliverable Preparation**	**2 days**	**Mon 10/12/09**	**Tue 10/13/09**
104		Final Project Plan	2 days	Mon 10/12/09	Tue 10/13/09
105		Software Installation Test Results	2 days	Mon 10/12/09	Tue 10/13/09
106		List of Websites of Interest	2 days	Mon 10/12/09	Tue 10/13/09

Project: Integrated CIS and IMS Proje
Date: Mon 6/29/09

Task
Split

Progress
Milestone

Summary
Project Summary

External Tasks
External MileTask

Split

Page 2

ID		Task Name	Duration	Start	Finish
107		Final list of entities	2 days	Mon 10/12/09	Tue 10/13/09
108		Data Integration Assessment	2 days	Mon 10/12/09	Tue 10/13/09
109		Initiation Deliverable Submission	0 days	Tue 10/13/09	Tue 10/13/09
110		NIAC Initiation Deliverable Review and Approval	3 days	Wed 10/14/09	Fri 10/16/09
111		Realization	49 days	Fri 9/25/09	Wed 12/2/09
112		Review Outcomes of CIS and IMS User Workshops	21 days	Fri 9/25/09	Fri 10/23/09
113		Incorporate configuration changes from workshops	25 days	Mon 9/28/09	Fri 10/30/09
114		CIS and IMS User Workshop 2 Preparation	1 day	Mon 11/2/09	Mon 11/2/09
115		Conduct Working Group to elicit feedback/design changes on entities	2 days	Tue 11/3/09	Wed 11/4/09
116		Integrate feedback and Build Second Configuration	7 days	Thu 11/5/09	Fri 11/13/09
117		Conduct GoToMeeting to Validate Second Configuration	1 day	Mon 11/16/09	Mon 11/16/09
118		Integrate feedback and complete final configuration	4 days	Tue 11/17/09	Fri 11/20/09
119		Confirm Testing Plan	12 days	Mon 11/2/09	Tue 11/17/09
120		Identify/Confirm NIAC testers	3 days	Mon 11/2/09	Wed 11/4/09
121		Verify testing environment	3 days	Mon 11/2/09	Wed 11/4/09
122		Review Memex proposed/submitted test scripts	7 days	Thu 11/5/09	Fri 11/13/09
123		Define and agree any additional test scripts	7 days	Thu 11/5/09	Fri 11/13/09
124		Schedule NIAC Participant testing	2 days	Mon 11/16/09	Tue 11/17/09
125		Confirm Training Plan	10 days	Mon 11/2/09	Fri 11/13/09
126		Identify trainees	3 days	Mon 11/2/09	Wed 11/4/09
127		Verify training environment	3 days	Mon 11/2/09	Wed 11/4/09
128		Review Memex proposed/submitted training outlines	2 days	Tue 11/3/09	Wed 11/4/09
129		Perform training analysis	7 days	Thu 11/5/09	Fri 11/13/09
130		Schedule Train the Trainer/User Training session	1 day	Fri 11/13/09	Fri 11/13/09
131		Schedule Follow-up User Training session	1 day	Fri 11/13/09	Fri 11/13/09
132		Schedule IT/Administrator Training Sessions (2)	1 day	Fri 11/13/09	Fri 11/13/09
133		Realization Deliverable Preparation	5 days	Mon 11/23/09	Fri 11/27/09
134		Application Configuration	5 days	Mon 11/23/09	Fri 11/27/09
135		Testing Plan	5 days	Mon 11/23/09	Fri 11/27/09
136		Training Plan	5 days	Mon 11/23/09	Fri 11/27/09
137		Realization Deliverable Submission	0 days	Mon 11/30/09	Mon 11/30/09
138		Application Configuration Confirmation	0 days	Mon 11/30/09	Mon 11/30/09
139		Testing Plan	0 days	Mon 11/30/09	Mon 11/30/09
140		Training Plan	0 days	Mon 11/30/09	Mon 11/30/09
141		NIAC Realization Deliverable Review and Approval	3 days	Mon 11/30/09	Wed 12/2/09
142		Pilot	48 days?	Mon 11/16/09	Wed 1/20/10
143		Confirm Hardware has been delivered/installed	5 days	Mon 11/16/09	Fri 11/20/09
144		Copy Application Configuration to Delivered Hardware, including Primary System/Server and Redundent System Server	2 days	Mon 11/23/09	Tue 11/24/09
145		Copy Project Server configuration to new server	2 days	Mon 11/23/09	Tue 11/24/09
146		Verify Memex Backup/Recovery processes in place	3 days	Mon 11/23/09	Wed 11/25/09
147		Verify Functionality at user desktop	3 days	Mon 11/23/09	Wed 11/25/09
148		Receive Network information from IT shop for production of license keys and site guide information (as necessary)	1 day	Mon 11/23/09	Mon 11/23/09
149		Prepare for User Training	1 day	Mon 11/30/09	Mon 11/30/09
150		Execute User Training	4 days	Tue 12/1/09	Fri 12/4/09
151		Prepare for Administrator Training 1	1 day?	Mon 12/7/09	Mon 12/7/09
152		Execute Administrator Training 1	3 days	Tue 12/8/09	Thu 12/10/09
153		Prepare for Administrator Training 2	1 day	Mon 12/14/09	Mon 12/14/09
154		Execute Administrator Training 2	3 days	Tue 12/15/09	Thu 12/17/09
155		Execute test plans	15 days	Mon 12/14/09	Fri 1/1/10
156		Review test results	5 days	Mon 1/4/10	Fri 1/8/10
157		Finalize Punch List	2 days	Mon 1/11/10	Tue 1/12/10

Timeline header: Qtr 3, 2009 | Qtr 2, 2010 | Qtr 1, 2011 | Qtr 4, 2011 | Qtr 3, 2012 | Qtr 2, 2013 | Qtr 1, 2014 | Qtr 4, 2014 | Qtr 3, 2015 | Qtr 2, 2016 | Qtr 1,
(May | Sep | Jan | May | Sep | Jan | May | Sep | Jan | May | Sep | Jan | May | Sep | Jan | May | Sep | Jan | May | Sep | Jan | May | Sep | Jan)

Project: Integrated CIS and IMS Project
Date: Mon 6/29/09

Task ▬▬▬ Progress ▬▬▬ Summary ▼▬▬▼ External Tasks ▬▬▬ Split ◊
Split .... Milestone ◆ Project Summary ▼▬▬▼ External MileTask ◆

Page 3

ID		Task Name	Duration	Start	Finish	Timeline
158		**Pilot Deliverable Preparation**	2 days	Wed 1/13/10	Thu 1/14/10	
159		Memex Punch List	2 days	Wed 1/13/10	Thu 1/14/10	
160		NIAC Punch List	2 days	Wed 1/13/10	Thu 1/14/10	
161		Executed Test Scripts	2 days	Wed 1/13/10	Thu 1/14/10	
162		Confirmed Executed Training	2 days	Wed 1/13/10	Thu 1/14/10	
163		Primary/Redundant System and Server and Software	2 days	Wed 1/13/10	Thu 1/14/10	
164		User Desktop Functionality	2 days	Wed 1/13/10	Thu 1/14/10	
165		Structured Output Capability	2 days	Wed 1/13/10	Thu 1/14/10	
166		Backup and Recovery Processes	2 days	Wed 1/13/10	Thu 1/14/10	
167		**Pilot Deliverable Submission**	0 days	Fri 1/15/10	Fri 1/15/10	◆ 1/15
168		Memex Punch List	0 days	Fri 1/15/10	Fri 1/15/10	◆ 1/15
169		NIAC Punch List	0 days	Fri 1/15/10	Fri 1/15/10	◆ 1/15
170		Executed Test Scripts	0 days	Fri 1/15/10	Fri 1/15/10	◆ 1/15
171		Confirmed Executed Training	0 days	Fri 1/15/10	Fri 1/15/10	◆ 1/15
172		Primary/Redundant System and Server and Software	0 days	Fri 1/15/10	Fri 1/15/10	◆ 1/15
173		User Desktop Functionality	0 days	Fri 1/15/10	Fri 1/15/10	◆ 1/15
174		Structured Output Capability	0 days	Fri 1/15/10	Fri 1/15/10	◆ 1/15
175		Backup and Recovery Processes	0 days	Fri 1/15/10	Fri 1/15/10	◆ 1/15
176		Pilot Deliverable Review and Approval	3 days	Mon 1/18/10	Wed 1/20/10	
177		**Project Review**	4 days	Mon 1/18/10	Thu 1/21/10	
178		Prepare for Project Review	3 days	Mon 1/18/10	Wed 1/20/10	
179		**Conduct Project Review**	1 day	Thu 1/21/10	Thu 1/21/10	
180		Assess Project Status	1 day	Thu 1/21/10	Thu 1/21/10	
181		Assess Implementation Readiness	1 day	Thu 1/21/10	Thu 1/21/10	
182		Obtain NIAC Feedback	1 day	Thu 1/21/10	Thu 1/21/10	
183		**Rollout**	39 days	Mon 1/25/10	Thu 3/18/10	
184		Execute Punch List	2 days	Mon 1/25/10	Tue 1/26/10	
185		Project Management Team Meeting to Confirm Completion of Punch List	1 day	Wed 1/27/10	Wed 1/27/10	
186		Commence Production Use of Memex	5 days	Thu 1/28/10	Wed 2/3/10	
187		Monitor Implementation	5 days	Thu 1/28/10	Wed 2/3/10	
188		**Complete Turnover Activities**	5 days	Mon 1/25/10	Fri 1/29/10	
189		Confirm Manuals Turnover (online); End User Manuals and Technical Documentation	1 day	Mon 1/25/10	Mon 1/25/10	
190		Review Maintenance and Support Processes	2 days	Mon 1/25/10	Tue 1/26/10	
191		Ensure Contact Numbers are in Place	1 day	Mon 1/25/10	Mon 1/25/10	
192		Complete Site Guide	5 days	Mon 1/25/10	Fri 1/29/10	
193		**Rollout Deliverables**	4 days	Fri 1/29/10	Wed 2/3/10	
194		Confirmation of Completed Turnover Activities	0 days	Fri 1/29/10	Fri 1/29/10	◆ 1/29
195		NIAC Rollout Deliverable Review and Approval	3 days	Mon 2/1/10	Wed 2/3/10	
196		**Provide Post Implementation Support**	36 days	Thu 1/28/10	Thu 3/18/10	
197		Provide Administration Support	10 days	Thu 1/28/10	Wed 2/10/10	
198		Provide configuration adjustments	10 days	Thu 1/28/10	Wed 2/10/10	
199		Provide liaison functions with Memex Support	10 days	Thu 1/28/10	Wed 2/10/10	
200		Provide two-day, "refresher" training	2 days	Wed 2/17/10	Thu 2/18/10	
201		Provide 3-day Data Integration Training	3 days	Tue 3/16/10	Thu 3/18/10	
202		**Data Integration**	123 days	Mon 9/28/09	Wed 3/17/10	
203		Develop IEPD	10 days	Mon 9/28/09	Fri 10/9/09	
204		Create Mapping and Exchange from INGEST Tool to Memex based on IEPD	15 days	Mon 10/12/09	Fri 10/30/09	
205		Create/modify standard upload process based on IEPD	20 days	Mon 10/12/09	Fri 11/6/09	
206		**OPD CAD Integration**	33 days	Mon 10/12/09	Wed 11/25/09	
207		OPD provide OPD CAD data dictionary or data model, and sample data	1 day	Mon 10/12/09	Mon 10/12/09	
208		Review OPD CAD	3 days	Tue 10/13/09	Thu 10/15/09	
209		Map OPD CAD	10 days	Mon 10/19/09	Fri 10/30/09	
210		Test/Adjust OPD CAD ETL	10 days	Mon 11/2/09	Fri 11/13/09	

Project: Integrated CIS and IMS Projec
Date: Mon 6/29/09

| Task | | Progress | | Summary | | External Tasks | | Split | |
| Split | | Milestone | ◆ | Project Summary | | External MileTask | ◆ | | |

Page 4

ID		Task Name	Duration	Start	Finish
211		Implement (if system live) OPD CAD ETL Process	5 days	Mon 11/16/09	Fri 11/20/09
212		Submit for NIAC Review/Approval	0 days	Fri 11/20/09	Fri 11/20/09
213		NIAC Approval delivered	3 days	Mon 11/23/09	Wed 11/25/09
214		**OPD RMS Integration**	33 days	Mon 10/12/09	Wed 11/25/09
215		OPD provide OPD RMS data dictionary or data model, and sample data	1 day	Mon 10/12/09	Mon 10/12/09
216		Review OPD RMS	3 days	Tue 10/13/09	Thu 10/15/09
217		Map OPD RMS	10 days	Mon 10/19/09	Fri 10/30/09
218		Test/Adjust OPD RMS ETL	10 days	Mon 11/2/09	Fri 11/13/09
219		Implement (if system live) OPD RMS ETL Process	5 days	Mon 11/16/09	Fri 11/20/09
220		Submit for NIAC Review/Approval	0 days	Fri 11/20/09	Fri 11/20/09
221		NIAC Approval delivered	3 days	Mon 11/23/09	Wed 11/25/09
222		**OPD RMS New SQL Records Integration**	33 days	Mon 10/12/09	Wed 11/25/09
223		OPD provide OPD RMS New SQL Records data dictionary or data model, and sample data	1 day	Mon 10/12/09	Mon 10/12/09
224		Review OPD RMS New SQL Records	3 days	Tue 10/13/09	Thu 10/15/09
225		Map OPD RMS New SQL Records	10 days	Mon 10/19/09	Fri 10/30/09
226		Test/Adjust OPD RMS New SQL Records ETL	10 days	Mon 11/2/09	Fri 11/13/09
227		Implement (if system live) OPD RMS New SQL Records ETL Process	5 days	Mon 11/16/09	Fri 11/20/09
228		Submit for NIAC Review/Approval	0 days	Fri 11/20/09	Fri 11/20/09
229		NIAC Approval delivered	3 days	Mon 11/23/09	Wed 11/25/09
230		**OPD Gang Database Integration**	33 days	Mon 10/12/09	Wed 11/25/09
231		OPD provide OPD Gang DB data dictionary or data model,	1 day	Mon 10/12/09	Mon 10/12/09
232		Review OPD Gang Database	3 days	Tue 10/13/09	Thu 10/15/09
233		Map OPD Gang Database	10 days	Mon 10/19/09	Fri 10/30/09
234		Test/Adjust OPD Gang Database ETL	10 days	Mon 11/2/09	Fri 11/13/09
235		Implement (if system live) OPD Gang Database ETL Proce	5 days	Mon 11/16/09	Fri 11/20/09
236		Submit for NIAC Review/Approval	0 days	Fri 11/20/09	Fri 11/20/09
237		NIAC Approval delivered	3 days	Mon 11/23/09	Wed 11/25/09
238		**OPD Mugshot Integration**	33 days	Mon 12/7/09	Wed 1/20/10
239		OPD provide OPD Mugshot data dictionary or data model, a	1 day	Mon 12/7/09	Mon 12/7/09
240		Review OPD Mugshot Database	3 days	Tue 12/8/09	Thu 12/10/09
241		Map OPD Mugshot Database	10 days	Mon 12/14/09	Fri 12/25/09
242		Test/Adjust OPD Mugshot Database ETL	10 days	Mon 12/28/09	Fri 1/8/10
243		Implement (if system live) OPD Mugshot Database ETL Pro	5 days	Mon 1/11/10	Fri 1/15/10
244		Submit for NIAC Review/Approval	0 days	Fri 1/15/10	Fri 1/15/10
245		NIAC Approval delivered	3 days	Mon 1/18/10	Wed 1/20/10
246		**LPD CAD Integration**	33 days	Mon 12/7/09	Wed 1/20/10
247		LPD provide LPD CAD data dictionary or data model, and sample data	1 day	Mon 12/7/09	Mon 12/7/09
248		Review LPD CAD	3 days	Tue 12/8/09	Thu 12/10/09
249		Map LPD CAD	10 days	Mon 12/14/09	Fri 12/25/09
250		Test/Adjust LPD CAD ETL	10 days	Mon 12/28/09	Fri 1/8/10
251		Implement (if system live) LPD CAD ETL Process	5 days	Mon 1/11/10	Fri 1/15/10
252		Submit for NIAC Review/Approval	0 days	Fri 1/15/10	Fri 1/15/10
253		NIAC Approval delivered	3 days	Mon 1/18/10	Wed 1/20/10
254		**LPD RMS Integration**	33 days	Mon 12/7/09	Wed 1/20/10
255		LPD provide LPD RMS data dictionary or data model, and sample data	1 day	Mon 12/7/09	Mon 12/7/09
256		Review LPD RMS	3 days	Tue 12/8/09	Thu 12/10/09
257		Map LPD RMS	10 days	Mon 12/14/09	Fri 12/25/09
258		Test/Adjust LPD RMS ETL	10 days	Mon 12/28/09	Fri 1/8/10
259		Implement (if system live) LPD RMS ETL Process	5 days	Mon 1/11/10	Fri 1/15/10
260		Submit for NIAC Review/Approval	0 days	Fri 1/15/10	Fri 1/15/10
261		NIAC Approval delivered	3 days	Mon 1/18/10	Wed 1/20/10
262		**LPD Mugshot Integration**	33 days	Mon 12/7/09	Wed 1/20/10

Project: Integrated CIS and IMS Project
Date: Mon 6/29/09

Task		Progress		Summary		External Tasks		Split
Split		Milestone ◆		Project Summary		External MileTask ◆		

Page 5

ID		Task Name	Duration	Start	Finish
263		LPD provide LPD Mugshot data dictionary or data model, ar	1 day	Mon 12/7/09	Mon 12/7/09
264		Review LPD Mugshot Database	3 days	Tue 12/8/09	Thu 12/10/09
265		Map LPD Mugshot Database	10 days	Mon 12/14/09	Fri 12/25/09
266		Test/Adjust LPD Mugshot Database ETL	10 days	Mon 12/28/09	Fri 1/8/10
267		Implement (if system live) LPD Mugshot Database ETL Proc	5 days	Mon 1/11/10	Fri 1/15/10
268		Submit for NIAC Review/Approval	0 days	Fri 1/15/10	Fri 1/15/10
269		NIAC Approval delivered	3 days	Mon 1/18/10	Wed 1/20/10
270		**NSP CAD Integration**	**33 days**	**Mon 1/4/10**	**Wed 2/17/10**
271		NSP provide NSP CAD data dictionary or data mode, and sample data	1 day	Mon 1/4/10	Mon 1/4/10
272		Review NSP CAD	3 days	Tue 1/5/10	Thu 1/7/10
273		Map NSP CAD	10 days	Mon 1/11/10	Fri 1/22/10
274		Test/Adjust NSP CAD ETL	10 days	Mon 1/25/10	Fri 2/5/10
275		Implement (if system live) NSP CAD ETL Process	5 days	Mon 2/8/10	Fri 2/12/10
276		Submit for NIAC Review/Approval	0 days	Fri 2/12/10	Fri 2/12/10
277		NIAC Approval delivered	3 days	Mon 2/15/10	Wed 2/17/10
278		**NSP RMS Old Integration**	**33 days**	**Mon 1/4/10**	**Wed 2/17/10**
279		NSP provide NSP RMS Old data dictionary or data model, and sample data	1 day	Mon 1/4/10	Mon 1/4/10
280		Review NSP RMS Old	3 days	Tue 1/5/10	Thu 1/7/10
281		Map NSP RMS Old	10 days	Mon 1/11/10	Fri 1/22/10
282		Test/Adjust NSP RMS Old ETL	10 days	Mon 1/25/10	Fri 2/5/10
283		Implement (if system live) NSP RMS Old ETL Process	5 days	Mon 2/8/10	Fri 2/12/10
284		Submit for NIAC Review/Approval	0 days	Fri 2/12/10	Fri 2/12/10
285		NIAC Approval delivered	3 days	Mon 2/15/10	Wed 2/17/10
286		**NSP RMS New Integration**	**33 days**	**Mon 1/4/10**	**Wed 2/17/10**
287		NSP provide NSP RMS New data dictionary or data model, and sample data	1 day	Mon 1/4/10	Mon 1/4/10
288		Review NSP RMS New	3 days	Tue 1/5/10	Thu 1/7/10
289		Map NSP RMS New	10 days	Mon 1/11/10	Fri 1/22/10
290		Test/Adjust NSP RMS New ETL	10 days	Mon 1/25/10	Fri 2/5/10
291		Implement NSP RMS New ETL Process	5 days	Mon 2/8/10	Fri 2/12/10
292		Submit for NIAC Review/Approval	0 days	Fri 2/12/10	Fri 2/12/10
293		NIAC Approval delivered	3 days	Mon 2/15/10	Wed 2/17/10
294		**NSP Intel**	**33 days**	**Mon 1/4/10**	**Wed 2/17/10**
295		NSP provide NSP Intel data dictionary or data model, and sample data	1 day	Mon 1/4/10	Mon 1/4/10
296		Review NSP Intel	3 days	Tue 1/5/10	Thu 1/7/10
297		Map NSP Intel	10 days	Mon 1/11/10	Fri 1/22/10
298		Test/Adjust NSP Intel ETL	10 days	Mon 1/25/10	Fri 2/5/10
299		Implement NSP Intel ETL Process	5 days	Mon 2/8/10	Fri 2/12/10
300		Submit for NIAC Review/Approval	0 days	Fri 2/12/10	Fri 2/12/10
301		NIAC Approval delivered	3 days	Mon 2/15/10	Wed 2/17/10
302		**Filebound**	**33 days**	**Mon 11/9/09**	**Wed 12/23/09**
303		NIAC to provide Filebound data dictionary or data model, and sample data	1 day	Mon 11/9/09	Mon 11/9/09
304		Review Filebound	3 days	Tue 11/10/09	Thu 11/12/09
305		Map Filebound	10 days	Mon 11/16/09	Fri 11/27/09
306		Test/Adjust Filebound ETL	10 days	Mon 11/30/09	Fri 12/11/09
307		Implement Filebound ETL Process	5 days	Mon 12/14/09	Fri 12/18/09
308		Submit for NIAC Review/Approval	0 days	Fri 12/18/09	Fri 12/18/09
309		NIAC Approval delivered	3 days	Mon 12/21/09	Wed 12/23/09
310		**Accident Report Division**	**33 days**	**Mon 11/9/09**	**Wed 12/23/09**
311		NIAC to provide Accident Report Division data dictionary or data model, and sample data	1 day	Mon 11/9/09	Mon 11/9/09
312		Review Accident Report Division	3 days	Tue 11/10/09	Thu 11/12/09
313		Map Accident Report Division	10 days	Mon 11/16/09	Fri 11/27/09
314		Test/Adjust Accident Report Division ETL	10 days	Mon 11/30/09	Fri 12/11/09

Project: Integrated CIS and IMS Proje
Date: Mon 6/29/09

Task		Progress		Summary		External Tasks		Split	
Split		Milestone	◆	Project Summary		External MileTask	◆		

ID		Task Name	Duration	Start	Finish
315		Implement Accident Report Division ETL Process	5 days	Mon 12/14/09	Fri 12/18/09
316		Submit for NIAC Review/Approval	0 days	Fri 12/18/09	Fri 12/18/09
317		NIAC Approval delivered	3 days	Mon 12/21/09	Wed 12/23/09
318		**New ISS**	33 days	Mon 11/9/09	Wed 12/23/09
319		NIAC to provide New ISS data dictionary or data model, and sample data	1 day	Mon 11/9/09	Mon 11/9/09
320		Review New ISS	3 days	Tue 11/10/09	Thu 11/12/09
321		Map New ISS	10 days	Mon 11/16/09	Fri 11/27/09
322		Test/Adjust New ISS ETL	10 days	Mon 11/30/09	Fri 12/11/09
323		Implement New ISS ETL Process	5 days	Mon 12/14/09	Fri 12/18/09
324		Submit for NIAC Review/Approval	0 days	Fri 12/18/09	Fri 12/18/09
325		NIAC Approval delivered	3 days	Mon 12/21/09	Wed 12/23/09
326		**Sex Offender DB**	33 days	Mon 2/1/10	Wed 3/17/10
327		NIAC to provide Sex Offender DB data dictionary or data model, and sample data	1 day	Mon 2/1/10	Mon 2/1/10
328		Review Sex Offender DB	3 days	Tue 2/2/10	Thu 2/4/10
329		Map Sex Offender DB	10 days	Mon 2/8/10	Fri 2/19/10
330		Test/Adjust Sex Offender DB ETL	10 days	Mon 2/22/10	Fri 3/5/10
331		Implement Sex Offender DB ETL Process	5 days	Mon 3/8/10	Fri 3/12/10
332		Submit for NIAC Review/Approval	0 days	Fri 3/12/10	Fri 3/12/10
333		NIAC Approval delivered	3 days	Mon 3/15/10	Wed 3/17/10
334		**Missing Persons**	33 days	Mon 2/1/10	Wed 3/17/10
335		NIAC to provide Missing Persons data dictionary or data model, and sample data	1 day	Mon 2/1/10	Mon 2/1/10
336		Review Missing Persons	3 days	Tue 2/2/10	Thu 2/4/10
337		Map Missing Persons	10 days	Mon 2/8/10	Fri 2/19/10
338		Test/Adjust Missing Persons ETL	10 days	Mon 2/22/10	Fri 3/5/10
339		Implement Missing Persons ETL Process	5 days	Mon 3/8/10	Fri 3/12/10
340		Submit for NIAC Review/Approval	0 days	Fri 3/12/10	Fri 3/12/10
341		NIAC Approval delivered	3 days	Mon 3/15/10	Wed 3/17/10
342		**NEleis**	33 days	Mon 2/1/10	Wed 3/17/10
343		NIAC to provide NEleis data dictionary or data model, and sample data	1 day	Mon 2/1/10	Mon 2/1/10
344		Review NEleis	3 days	Tue 2/2/10	Thu 2/4/10
345		Map NEleis	10 days	Mon 2/8/10	Fri 2/19/10
346		Test/Adjust NEleis ETL	10 days	Mon 2/22/10	Fri 3/5/10
347		Implement NEleis ETL Process	5 days	Mon 3/8/10	Fri 3/12/10
348		Submit for NIAC Review/Approval	0 days	Fri 3/12/10	Fri 3/12/10
349		NIAC Approval delivered	3 days	Mon 3/15/10	Wed 3/17/10
350		**All Masters Name Index**	33 days	Mon 2/1/10	Wed 3/17/10
351		NIAC to provide All Masters Name Index data dictionary or data model, and sample data	1 day	Mon 2/1/10	Mon 2/1/10
352		Review All Masters Name Index	3 days	Tue 2/2/10	Thu 2/4/10
353		Map All Masters Name Index	10 days	Mon 2/8/10	Fri 2/19/10
354		Test/Adjust All Masters Name Index ETL	10 days	Mon 2/22/10	Fri 3/5/10
355		Implement All Masters Name Index ETL Process	5 days	Mon 3/8/10	Fri 3/12/10
356		Submit for NIAC Review/Approval	0 days	Fri 3/12/10	Fri 3/12/10
357		NIAC Approval delivered	3 days	Mon 3/15/10	Wed 3/17/10
358		**NCJIS**	28 days	Mon 11/9/09	Wed 12/16/09
359		NIAC to provide NCJIS data dictionary and APIs	1 day	Mon 11/9/09	Mon 11/9/09
360		Review NCJIS	3 days	Tue 11/10/09	Thu 11/12/09
361		Agree/Map data elements to be returned	1 day	Fri 11/13/09	Fri 11/13/09
362		Build/modify Federated Search adaptor to NCJIS	10 days	Mon 11/16/09	Fri 11/27/09
363		Test/Adjust NCJIS Federated Search	5 days	Mon 11/30/09	Fri 12/4/09
364		Implement NCJIS Federated Search	5 days	Mon 12/7/09	Fri 12/11/09
365		Submit for NIAC Review/Approval	0 days	Fri 12/11/09	Fri 12/11/09
366		NIAC Approval delivered	3 days	Mon 12/14/09	Wed 12/16/09

Project: Integrated CIS and IMS Projec
Date: Mon 6/29/09

Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External MileTask
Split

Page 7

ID	ⓘ	Task Name	Duration	Start	Finish
367		**Penlink**	**28 days**	**Mon 12/14/09**	**Wed 1/20/10**
368		NIAC to provide PENLINK data dictionary and APIs	1 day	Mon 12/14/09	Mon 12/14/09
369		Review PENLINK	3 days	Tue 12/15/09	Thu 12/17/09
370		Agree/Map data elements to be returned	1 day	Fri 12/18/09	Fri 12/18/09
371		Build/modify Federated Search adaptor to PENLINK	10 days	Mon 12/21/09	Fri 1/1/10
372		Test/Adjust PENLINK Federated Search	5 days	Mon 1/4/10	Fri 1/8/10
373		Implement PENLINK Federated Search	5 days	Mon 1/11/10	Fri 1/15/10
374		Submit for NIAC Review/Approval	0 days	Fri 1/15/10	Fri 1/15/10
375		NIAC Approval delivered	3 days	Mon 1/18/10	Wed 1/20/10
376		**AFIS**	**28 days**	**Mon 1/18/10**	**Wed 2/24/10**
377		NIAC to provide AFIS data dictionary and APIs	1 day	Mon 1/18/10	Mon 1/18/10
378		Review AFIS	3 days	Tue 1/19/10	Thu 1/21/10
379		Agree/Map data elements to be returned	1 day	Fri 1/22/10	Fri 1/22/10
380		Build/modify Federated Search adaptor to AFIS	10 days	Mon 1/25/10	Fri 2/5/10
381		Test/Adjust AFIS Federated Search	10 days	Mon 2/1/10	Fri 2/12/10
382		Implement AFIS Federated Search	5 days	Mon 2/15/10	Fri 2/19/10
383		Submit for NIAC Review/Approval	0 days	Fri 2/19/10	Fri 2/19/10
384		NIAC Approval delivered	3 days	Mon 2/22/10	Wed 2/24/10
385		**Project Completion Form Submission**	**10 days**	**Mon 3/15/10**	**Fri 3/26/10**
386		Determine if optional systems Slueth, SAR and NDEX will be incl	10 days	Mon 3/15/10	Fri 3/26/10
387		Submit Project Completion Deliverable	0 days	Fri 3/19/10	Fri 3/19/10
388		NIAC Project Completion Deliverable Confirmation	3 days	Mon 3/22/10	Wed 3/24/10
389		Provide Warranty and Support	523 days	Wed 3/24/10	Fri 3/23/12
390		Provide Annual Maintenance and Support (optional)	261 days	Mon 3/26/12	Mon 3/25/13
391		Provide Annual Maintenance and Support (optional)	261 days	Tue 3/26/13	Tue 3/25/14
392		Provide Annual Maintenance and Support (optional)	261 days	Wed 3/26/14	Wed 3/25/15
393		Provide Annual Maintenance and Support (optional)	261 days	Thu 3/26/15	Thu 3/24/16
394		Provide Annual Maintenance and Support (optional)	261 days	Fri 3/25/16	Fri 3/24/17

Gantt chart area with quarterly timeline headers: Qtr 3, 2009 | Qtr 2, 2010 | Qtr 1, 2011 | Qtr 4, 2011 | Qtr 3, 2012 | Qtr 2, 2013 | Qtr 1, 2014 | Qtr 4, 2014 | Qtr 3, 2015 | Qtr 2, 2016 | Qtr 1, with months May/Sep/Jan.
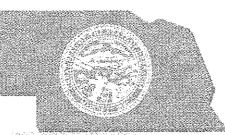
Milestones: ◆ 1/15, ◆ 2/19, ◆ 3/19

Exhibit C – Memex Software License and Services Agreement (SLSA)

Memex NIAC
SLSA_Exhibit C.docx

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SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement ("Agreement") is between Memex, Inc. ("Memex") and the Customer identified below. The terms of this Agreement shall apply to each Software license granted and to all services provided by Memex under this Agreement, which will be identified on one or more Ordering Schedules.

I. DEFINITIONS

1.1. **"Software"** means the software in object code form distributed by Memex for which Customer is granted a license pursuant to this Agreement, and the media, Documentation and Upgrades therefor.

1.2. **"Documentation"** means the user guides and manuals for installation and use of the Software. Documentation is provided in whatever form is generally available.

1.3. **"Upgrade"** means a change to the Software which Memex generally makes available for Software licenses at no additional license fee other than media and handling charges, provided Customer has ordered Technical Support for such licenses for the relevant time period. Upgrade shall not include any new release, option or future product which Memex licenses separately to the general public.

1.4. **"Ordering Schedule"** means the document in hard copy or electronic form by which Customer orders Software licenses and services, and which is agreed to by the parties. The Ordering Schedule shall reference the Effective Date of this Agreement.

1.5. **"Technical Support"** means Software support provided under Memex's policies, as set forth in Exhibit B, in effect on the date Technical Support is ordered.

1.6. **"Delivery Date"** means the date on which the Software is delivered by Memex to Customer, or if no delivery is necessary, the Effective Date set forth on the relevant Ordering Schedule.

1.7. **"Services"** means Technical Support, training, or consulting services provided by Memex to Customer under this Agreement.

II. SOFTWARE LICENSE

2.1. **Rights Granted**

A. Memex grants to Customer a perpetual, non-exclusive, non-transferrable license to use the Software specified on an Ordering Schedule under this Agreement as of the Delivery Date, as follows:

    i. to use the Software solely for Customer's internal operations consistent with the use limitations specified or referenced in this Agreement, an Ordering Schedule,

or the Documentation. Customer may not relicense, rent or lease the Software or use the Software for third-party training, commercial time-sharing or service bureau use;

    ii. to use the Documentation provided with the Software in support of Customer's authorized use of the Software;

    iii. to copy the Software for archival or backup purposes, or as specifically authorized by Memex in an Ordering Schedule. All titles, trademarks, and copyright and restricted rights notices shall be reproduced in such copies;

Customer shall not copy documentation except as specified in this Agreement or an Ordering Schedule.

B. Customer agrees not to: (i) translate, alter, modify, adapt, cause or permit the reverse engineering (unless required by law for interoperability), disassembly or de-compilation or derivative works of the Software; (ii)remove or modify any program markings or any notice of Memex's or its licensors' proprietary rights or (iii) disclose results of any program benchmark tests without Memex's prior written consent.

C. Memex shall retain all title, copyright and other proprietary rights in the Software, Documentation and technical information provided by Licensor relating exclusively to the use or application of the Software, together with any developments or improvements in respect of the same. Customer does not acquire any rights, express or implied, in the Software, other than those specified in this Agreement.

D. Government End Users. The Software was developed solely at private expense and contains proprietary data belonging to Memex and its licensors. Any Software provided to United States Government agencies is provided with "Restricted Rights", and supporting documentation and data to such Software is provided with "Limited Rights", both as defined in FAR 52.227-14. Use, duplication or disclosure of the Software is subject to restrictions set forth in the Commercial Computer Software -- Restricted

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Rights clause of FAR 52.227-19. For U.S. Department of Defense agencies, the Software is subject to restrictions for commercial computer software, commercial computer software documentation, and technical data pursuant to DFARS 22.227-7015 and DFARS 227.7202.

E. Memex reserves all rights not expressly granted by this Agreement

2.2. Assignment

Customer may not assign this Agreement or transfer a Software License without the prior written consent of Memex.

2.3. Verification and Audit

At Memex's written request, not more frequently than annually, Customer shall furnish Memex with a signed certification verifying that the Software are being used pursuant to the provisions of this Agreement and applicable Ordering Schedules.

Memex may audit Customer's use of the Software. Any such audit shall be conducted during regular business hours at Customer's facilities and shall not unreasonably interfere with Customer's business activities. If an audit reveals that Customer has underpaid fees to Memex, Customer shall be invoiced for such underpaid fees. Audits shall be conducted no more than once annually.

III. TECHNICAL SERVICES

3.1. Technical Support Services

Technical Support services ordered by Customer will

be provided as set forth in Exhibit B..

3.2. Consulting and Training Services

Memex will provide consulting and training services agreed to by the parties under the terms of this Agreement and as set forth in the attached Exhibit __, Statement of Work ("SOW-1"). All consulting services shall be billed on a time and materials basis unless the parties expressly agree otherwise in writing.

3.3. Incidental Expenses

For any on-site services requested by Customer, Customer shall reimburse Memex for actual, reasonable travel and out-of-pocket expenses incurred.

IV. TERM AND TERMINATION

4.1. Term

The term of this Agreement shall be 3 years from the effective date and each Software license

granted under this Agreement shall continue perpetually unless set forth in Exhibit A or terminated under this Article IV.

4.2. Termination for Default

If either party breaches a material term of this agreement and fails to correct the breach within 30 days of written specification of the breach, the other party may terminate this agreement. Except for non-payment of fees, the parties agree to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. Further, either party shall also have the right to terminate this Agreement immediately if the other party files for liquidation under Chapter 7 of U.S. Bankruptcy law.

4.3. Effect of Termination

Termination of this Agreement or any license shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Customer's obligation to pay all fees that have accrued or are otherwise owed by Customer under any Ordering Schedule. The parties' rights and obligations under Sections 2.1., and Articles IV, V, VI and VII shall survive termination of this Agreement. Upon termination of the license, Customer shall cease using, and shall return or destroy, all copies of the applicable Software.

V. INDEMNITY, WARRANTIES, REMEDIES

5.1. Infringement Indemnity

Memex will defend and indemnify Customer against a claim that the Software infringe a copyright or patent or other intellectual property right, provided that: (a) Customer notifies Memex in writing within 30 days of the claim; (b) Memex has sole control of the defense and all related settlement negotiations; and (c) Customer provides Memex with the assistance, information and authority necessary to perform Memex's obligations under this Section. Memex will reimburse Customer's reasonable out-of-pocket expenses incurred in providing such assistance. Memex shall have no liability to the extent the alleged infringement arises from (a) alterations to the Software made by Licensee or any third party, (b) failure of Customer to use updates or corrections to the Software provided by Memex, (c) use of the Software in combination with products not supplied or approved by Memex where the claim would not have arisen in the absence of such combination, or (d) use of the Software in a manner for which the Software were neither designed nor contemplated, as evidenced by the Documentation.

If the Software is held or is believed by Memex to infringe, Memex shall have the option, at its expense, to (a) replace or modify the Software to be noninfringing; or (b) obtain for Customer a license to

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continue using the Software. If it is not commercially reasonable to perform either of the above options, then Memex may terminate the license for the infringing Software and refund the license fees paid for those Software. This Section 5.1 states Memex's entire liability and Customer's exclusive remedy for infringement.

5.2. Warranties and Disclaimers

A. Software Warranty
Memex warrants for a period of thirty (30) days from the Delivery Date that each unmodified Software will perform the functions described in the Documentation.

B. Media Warranty
Memex warrants the tapes, diskettes or other media to be free of defects in materials and workmanship under normal use for thirty (30) days from the Delivery Date.

C. Services Warranty
Memex warrants that its Technical Support, training and consulting services will be performed consistent with generally accepted industry standards. This warranty shall be valid for thirty (30) days from performance of service.

D. Disclaimers
THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Memex does not warrant that the Software will operate in combinations other than as specified in the Documentation or that the operation of the Software will be uninterrupted or error-free.

5.3. Exclusive Remedies
For any breach of the warranties contained in Section 5.2, Customer's exclusive remedy, and Memex's entire liability, shall be:

A. For Software
The correction of Software errors that cause breach of the warranty, or if Memex is unable to make the Software operate as warranted, Customer shall be entitled to terminate the Software license and recover the fees paid to Memex for the Software license.

B. For Media
The replacement of defective media returned within thirty (30) days of the Delivery Date.

C. For Services

The re-performance of the services, or if Memex is unable to perform the services as warranted, Customer shall be entitled to recover the fees paid to Memex for the unsatisfactory services.

VI. PAYMENT PROVISIONS

6.1. Invoicing and Payment
All fees shall be due and payable 30 days from the invoice date. Customer agrees to pay all costs, taxes, duties and the like thereto, including media and shipping charges and without limitation any taxes levied by the Commonwealth of Virginia or other jurisdiction(s) in connection with sales or services provided hereunder (but not including taxes on Memex's net income). Customer shall issue a purchase order, or alternative document acceptable to Memex, on or before the Effective Date of the applicable Ordering Schedule.

6.2. Any amount not so paid shall be deemed overdue and shall, without prejudice to Memex's rights in respect of the Customers failure to pay when due, be subject to a late payment charge, accruing on a day to day basis, from the date payment should have been made, of 4% per annum above the prime rate offered by Wachovia Bank. from time to time, during the period of delay, or the maximum allowed by applicable law, whichever is less.

VII. GENERAL TERMS

7.1. Nondisclosure
By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). The parties agree to disclose only information that is required for the performance of obligations under this agreement. Confidential Information shall be limited to the Software, the terms and pricing under this Agreement, and all information clearly identified as confidential.

A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party. Customer shall not disclose the results of any benchmark tests of the Software to any third party without Memex's prior written approval.

The parties agree to hold each other's Confidential Information in confidence during the term of this Agreement and for a period of two years after termination of this Agreement. The parties agree,

3

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unless required by law, not to make each other's Confidential Information available in any form to any third party for any purpose other than as required for the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement , and then only to the extent such third party has signed a confidentiality agreement with terms and conditions at least as restrictive as those set forth herein .

7.2. Governing Law
This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the laws of the Commonwealth of Virginia.

7.3. Jurisdiction
Any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court in Virginia.

7.4. Notice
All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by first class mail to the first address listed in the relevant Ordering Schedule (if to Customer) or to the Memex address on the Ordering Schedule (if to Memex).

To expedite order processing, Customer agrees that Memex may treat documents faxed by Customer to Memex as original documents; nevertheless, either party may require the other to exchange original signed documents.

7.5. Limitation of Liability
In no event shall either party be liable for any indirect, incidental, special, punitive or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party, whether in an action in contract or tort, even if the other party has been advised of the possibility of such damages. Memex's liability for damages hereunder shall in no event exceed the amount of fees paid by Customer under this Agreement, and if such damages result from Customer's use of the Software or services, such liability shall be limited to fees paid for the relevant Software or services giving rise to the liability.

The provisions of this Agreement allocate the risks between Memex and Customer. Memex's pricing reflects this allocation of risk and the limitation of liability specified herein.

7.6. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

7.7. Waiver
The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of Memex's proprietary rights in the Software, no action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has accrued.

7.8. Export Administration
Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs. Customer agrees that such export control laws govern its use of the programs (including technical data) and any services deliverables provided under this agreement, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). Customer agrees that no data, information, program and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

7.9 Force Majeure
Neither party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. The parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for services provided.

7.10. UCITA
The Uniform Computer Information Transactions Act does not apply to this agreement.

7.11 Entire Agreement
This Agreement and any Statement of Works and/or Order Schedules attached hereto constitute the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement.

4

Appendix E: Software License And Services Agreement

Memex Incorporated
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This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement. It is expressly agreed that the terms of this Agreement and any Ordering Schedule shall supersede the terms in any Customer purchase order or other ordering document.

7.12 **PUBLICITY**
Memex may identify Customer as a customer in public statements and publications, including the production of a customer case study and/or press release, the content of which will be agreed with Customer. Neither party shall make any public statements regarding this Agreement without the prior written consent of the other party

7.13 **Counterparts**
This Agreement may be executed in counterparts by manual or facsimile signature or, all of which shall be regarded as one and the same instrument.

The Effective Date of this Agreement shall be _____.

Executed by Customer:

Authorized Signature:_____

Name:_____

Title:_____

Address:_____

Executed by Memex Inc:

Authorized Signature:_____

Name:_____

Title:_____

Address: 1595 Spring Hill Rd #200,Vienna, VA 22182

Appendix E: Software License And Services Agreement

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EXHIBIT A

ORDERING SCHEDULE

CUSTOMER INFORMATION

Customer Name:		Cutomer Contact:	
Ship to Address:		Phone:	
		Fax:	
Bill to Address:		A/P Contact:	
		Phone:	
		Fax:	
Order Schedule Effective Date		First Year Support Services	Standard Support	%

MEMEX CONTACT INFORMATION

Account Manager:	
Phone:	
E-Mail:	

CONTRACT INFORMATION

This transaction is governed by the terms and conditions of the Memex Software License and Services Agreement (the "SLSA") dated _____.. In the event of any inconsistencies between the terms of any purchase order and the terms of the SLSA, the terms of the SLSA, as amended by this Ordering Schedule, shall be controlling.

The following Products and related Services are included in this order:

Product Name	Version	Platform	Quantity	License Type	Net Price

Net License Fees   _____

Support Services
Fees   _____

Consulting Services: _____
Training Services: _____
   TOTAL _____

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PAYMENT TERMS   Net 30 days from Memex invoice date

All payments shall be made in US Dollars by wire transfer of immediately available funds to the following bank:

SHIPPING TERMS   FOB ORIGIN

EXPIRATION OF OFFER

The offer set forth in this Ordering Schedule is valid through _____ and if the Ordering Schedule is not executed by such date, the offer is rescinded, and all terms are null and void.

This order is subject to sales tax: Yes: _   No: _____   Exemption Certificate #: _____
If No, please provide a copy of your Exemption Certificate with this form.

The undersigned is an authorized/ purchasing signatory of Customer.

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

MEMEX, INC.

By: _____

Name: _____

Title: _____

Date: _____

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Exhibit B

Technical Support

B.0 LEVELS OF SUPPORT
Memex offers two levels of Support: **Prime** and **Premium**.

B.1 PRIME COVERAGE

Cost	Annual fee equivalent to 20% of license list price, or as agreed in Contract.
Hours Covered	8am to 6pm Monday to Friday excluding public holidays[1]. This facility may be extended to cover other times, by prior specific arrangements.
Telephone and Email Support	Memex will use phone calls and email to answer most requests and work through most problems.
Remote Access	This is used where a problem cannot be resolved by telephone/email and it is felt that more progress can be made by accessing the system remotely. The method used to access CUSTOMER'S system will be agreed in advance, e.g. modem or VPN with putty, ssh or VNC. Formal Remote Access Requests are made when this method of support is required and the connection is maintained for a given period only. The changes to be made while accessing CUSTOMER'S system are agreed in advance and a log of work done provided. If modem access is required, a modem will be provided by CUSTOMER. Memex will however provide a modem and charge CUSTOMER for it, if requested. If remote access is not provided, then Memex will not support outside office hours.
On-site Visits	Memex will provide a member of staff for an on-site visit if the above two services have proven unsuccessful, or if it is the most effective method of resolving the issue, in the opinion of Memex. If on-site support is provided, and the fault is found not to be due to a problem in Memex software, CUSTOMER will be charged for time and expenses which shall be supplied in writing to CUSTOMER for their

[1] Presidents day, Easter Monday, Memorial day, Independence day, Labor day, Columbus day, Thanksgiving and day after, Christmas day and New Years day

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	approval prior to any costs being incurred. If a visit is made at CUSTOMER's request, other than in the above circumstances, it will be chargeable to CUSTOMER. This shall exclude visits made by the Memex Account Manager with responsibility for CUSTOMER's account.
Knowledge Base:	Access to Memex's Support Knowledge base is included.
Upgrade/Patch Software:	Memex will issue to CUSTOMER all new upgrades and releases of the products free of charge, provided CUSTOMER on current paid for Technical Support contract. Memex will issue upgrades to software for the duration of the product's life. Moderate faults reported to Memex will be addressed during the next upgrade program following the date of notification of the fault to Memex providing this date is before the inclusion deadline (eight weeks prior to upgrade date). The upgraded software will contain a notification of what faults have been addressed in that particular upgrade.
Upgrade/Patch Services:	Professional services to upgrade CUSTOMER'S Memex applications may be purchased. Memex will work with CUSTOMER to ensure that changes are migrated in a manner so as to minimize user service disruption.
Health Check	An annual Memex system health check will be performed and a report of findings provided to CUSTOMER.
Customer Care	Quarterly meetings to review standard of service.

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The Services will be offered through a primary point of contact ("PPOC"), or a secondary point of contact ("SPOC") whenever the PPOC is unavailable, as set out in B.5 Points of Contact of this Agreement. These individuals should have sufficient working knowledge of the Memex system to discuss the query with Memex. On request Memex will provide advice and guidance on usage, documentation and exploitation of the products (the "Products" as set out in B.4 Products Covered By Agreement). The advice and guidance is that which may reasonably be discussed in a conversation of up to 30 minutes. Advice and guidance that may require further time will be conducted in writing between Memex and CUSTOMER.

Memex will classify the fault in one of the four categories specified in B.3 Fault Classification of this Agreement. The PPOC must be advised of the category of fault at the time the call is logged. It the fault cannot be classified immediately, Memex shall notify the PPOC of the fault classification on the first business day after the call is logged. CUSTOMER will provide additional detailed information on the query, as requested by Memex.

New releases will be available from time to time. CUSTOMER will be notified of pending product releases and any associated costs. Installation of new releases is not mandatory and support for at least two prior releases shall continue under the terms of this Agreement

Escalation procedures exist to ensure that an appropriate level of Memex, and CUSTOMER's, management have visibility of the action plans for unresolved problems.

The escalation procedure will also ensure the availability of appropriate expertise and skilled support to resolve outstanding issues.

- All faults are assigned a classification in the HelpDesk system.

- Calls are tracked internally by the HelpDesk system and will be automatically escalated to the Support Manager if any response times are exceeded.

- Any outstanding calls will be re-prioritised.

- CUSTOMER may request that the status of a call be escalated at any time.

Support Charges are payable annually in advance, within thirty days of the invoice date, unless subject to prior agreement. For any on-site services requested by Customer, Customer shall pay Memex the then current charges for onsite services and will reimburse Memex for actual, reasonable travel and out-of-pocket expenses incurred. Support services will commence on receipt of payment. If full payment has not been received after thirty days of the invoice date, Memex reserves the right not to provide support services until full payment has been received.

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B.2 PREMIUM COVERAGE

RESERVED

B.3 FAULT CLASSIFICATIONS

Faults will be classified by Memex in one of the four following categories:

Fault	Classification
Critical	**Definition:** A call is attributed a **critical** priority level if the associated problem causes the whole or a critical part of the application to be unavailable or causes significant loss of functionality to the user. **Response Time:** Work will commence on the problem immediately it is logged (if logged during supported hours) or on the next business day (if logged out with supported hours). **Resolution Time:** Memex shall work on the problem until a workaround can be provided that restores the availability of the affected application or functionality so that the Customer is not prevented from carrying out mission critical activities. If required, Memex shall remedy the critical fault in a patch release of the product.
Serious	**Definition:** A call is attributed a **serious** priority level if the associated problem affects the operational use of the application or provides the user with a degraded service, but where the user is not prevented from carrying out mission critical activities. **Response Time:** The problem will be investigated within two hours of the call being logged. **Resolution Time:** Memex will restore operational use of the application by way of a workaround or patch fix within one week and provide a solution to the problem in the next release of software.
Moderate	**Definition:** A call is attributed a **moderate** priority level if the associated problem is a non-urgent software fault which has a workaround, or is a minor defect which can

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	be tolerated in the day-to-day operation of the application. **Response Time:** The problem will be investigated and, if possible, a solution or workaround proposed, within five days of the call being logged. **Resolution Time:** Moderate faults will be addressed at the latest during the subsequent 6 monthly upgrade program.
Cosmetic	**Definition:** A call is attributed a **cosmetic** priority level if the associated problem is deferrable, such as errors in the format of displays or printouts. **Response Time:** The problem will be investigated within five days of the call being logged. **Resolution Time:** Cosmetic defects will be fixed, where feasible, in the next release of the application.

B.4 PRODUCTS COVERED BY AGREEMENT

Product

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B.5 POINTS OF CONTACT

PRIMARY POINT OF CONTACT

Name: ....

Title: ....

Dept: ....

Telephone Number: ....

Mobile Number: ....

Fax Number: ....

E-mail Address: ....

SECONDARY POINT OF CONTACT

Name: ....

Title: ....

Dept: ....

Telephone Number: ....

Mobile Number: ....

Fax Number: ....

E-mail Address: ....

The person nominated by CUSTOMER in the absence or unavailability of the PPOC to take over the PPOC's duties during such absence or unavailability. The identity of the SPOC shall be made known to Memex when necessary.

In this Agreement references to PPOC shall be substituted for SPOC whenever the SPOC adopts the role of the PPOC.

Exhibit D – Sample Test Scripts

Memex Sample Test
Scripts_Exhibit D.doc

Test Section	**User Profile Module**	**Test Reference**	

Description – Logging in and changing your password

1. Log on to Memex Patriarch
2. Select your User Profile from the shortcut menu
3. Change your password
4. Log off
5. Log on to Memex Patriarch with your new password credentials

Expected Result

1. Initial log-in is success full
2. Password change procedure is completed without error
3. Log-in with new password is successful

Actual Result

As Expected. ☐

Other. Describe:

Observations

Pass ☐	Fail ☐	**Facilitator Assistance Required** ☐	**Tester Name**

Appendix D: Sample Test Scripts

Test Section	User Profile Module	Test Reference	

Description – Setting up a Query Profile

1. Set-up a query profile on three different databases
2. Run each query profile manually
3. Add one new record that will match one of your Query Profile criteria
4. Re-run your query profiles

Expected Result

1. Each query profile has been saved against each database
2. Running the query profile manually will return the appropriate results
3. Re-running your query profile against the updated database will return the previous results plus one

Actual Result

As Expected. ☐

Other. Describe:

Observations

Pass ☐ Fail ☐	Facilitator Assistance Required ☐	Tester Name

Test Section	**Stored Query**	**Test Reference**	

Description – Creating a Stored Query

1. Created and save a stored query.
2. Log out
3. Log in
4. Run your newly created stored query

Expected Result

The stored query has been saved correctly and can be executed on demand without error.

Note. An valid error will be generated if incorrect query syntax is used

Actual Result

As Expected. ☐

Other. Describe:

Observations

Pass ☐ **Fail** ☐	**Facilitator Assistance Required** ☐	**Tester Name**

Appendix D: Sample Test Scripts

Test Section	Action Management	Test Reference	

Description Creating an action

Note the users must have the appropriate permissions to perform this test script
Note Two users will be required for this test section

User 1
Open the Action Management module a send a colleague an test action

Expected Result

1. The Action Management module displays properly
2. An action is successfully sent and received by the target user when the user next logs in.
3. The new sent action can seen in the sending users action list under the "Created" status

Actual Result

As Expected. ☐

Other. Describe:

Observations

Pass ☐ Fail ☐	Facilitator Assistance Required ☐	Tester Name

Appendix D: Sample Test Scripts

Test Section	Action Management	Test Reference	

Description – Rejecting an action

Note the users must have the appropriate permissions to perform this test script
Note Two users will be required for this test section

1. **User 2** views the action sent by user one
2. **User 2** rejects the action by clicking the Reject button
3. **User 2** provides a Reject reason in the Comments screen and clicks ok.

Expected Result

1. The action is rejected without error
2. One rejected action is displayed in the action status screen
3. **User 1** receives the rejected action

Actual Result

As Expected. ☐

Other. Describe:

Observations

Pass ☐	Fail ☐	Facilitator Assistance Required ☐	Tester Name

Test Section	**Action Management**	**Test Reference**	

Description – Returning an action as if you have completed the task assigned

Note the users must have the appropriate permissions to perform this test script
Note Two users will be required this test section

1. **User 1** sends **User 2** a test action
2. **User 2** receives, comments on and returns the action using the return action button

Expected Result

1. **User 2** successful receives and returns the assigned action without error
2. **User 2** "Assigned to me" number decrements by one
3. **User 1** "Returned" value is incremented by one
4. **User 1** can view and review the returned action

Actual Result

As Expected. ☐

Other. Describe:

Observations

Pass ☐ **Fail** ☐	**Facilitator Assistance Required** ☐	**Tester Name**

Test Section	Action Management	Test Reference	

Description – Raising a Bulletin to all users of the system

Note the users must have the appropriate permissions to perform this test script
Note Two users will be required this test section

1. **User 1** opens Action Management and selects "Raise Bulletin"
2. **User 1** enters a test bulletin and selects "Raise"

Expected Result

1. The bulletin is sent without error
2. **User 1** bulletin list is incremented by one
3. **All Users** receive the bulletin on next log-in

Actual Result

As Expected. ☐

Other. Describe:

Observations

Pass ☐ Fail ☐	Facilitator Assistance Required ☐	Tester Name

Appendix D: Sample Test Scripts

Test Section	**Standard Operations**	**Test Reference**	

Description - Creating an new intelligence report (Intel RFI)

1. Open the Report form in Create mode
2. Enter information into each writable field
3. Spell Check the Report
4. Append the Report
5. Record the automatically allocated unique reference number
6. Close the Report form and search for the report using the unique reference number
7. Review the contents

Expected Result

1. MS Word Spell Check is invoked to check the spelling
2. The "Record Appended Successfully" message is displayed
3. A system urn is automatically allocated and populates the unique reference field
4. Other automated fields such as Report date are auto filled
5. All content has been successfully saved and displayed

Actual Result

As Expected. ☐

Other. Describe:

Observations

Pass ☐	Fail ☐	**Facilitator Assistance Required** ☐	**Tester Name**

Test Section	**Standard Operations**	**Test Reference**	

Description – Create Records from a Substantiating Intelligence Report (Intel RFI)

1. Create and Save and new test Intelligence Report. Take note of the unique reference number
2. Select the Source button
3. Create a record of each entity type against this Sourced Report populating each field of each entity with appropriate data. Take note of the each unique reference number
4. Close all entity forms
5. Search for the test report using the unique reference number
6. Display and right click on the returned Report. Select "Display Linked Records"
7. Ensure each linked record is accurately returned and the content is as expected

Expected Result

1. The user is prompted to run a search prior to the creation of each new record that is being sourced
2. All records are created successfully
3. All records created against the source report are returned in a hit list when "Display Linked Records" is selected.
4. Each new records information is returned correctly

Actual Result

As Expected. ☐

Other. Describe:

Observations

Pass ☐ Fail ☐	**Facilitator Assistance Required** ☐	**Tester Name**

Appendix D: Sample Test Scripts

Test Section	**Standard Operations**	**Test Reference**	

Description – Attaching new intelligence to existing records

1. Create and save a new intelligence report
2. Select "Source" and from the menu and select the Person entity
3. Search for a test person entered during the previous test script
4. Lock this person record and select update to link the record to the new intelligence report
5. Send the Person record to the Link chart and expand to see the linked reports

Repeat for each entity (Example, Address, Business, Vehicle etc)

Expected Result

The Person record is now linked to 2 Intelligence Reports. The original substantiating report and the newly attached report.

Actual Result

As Expected. ☐

Other. Describe:

Observations

Pass ☐	**Fail** ☐	**Facilitator Assistance Required** ☐	**Tester Name**

Appendix D: Sample Test Scripts

Test Section	Standard Operations	Test Reference	

Description – Updating Records

1. Create and save a new intelligence report
2. Select "Source" and from the menu select your Person entity
3. Search for a test person entered during a previous test script
4. Lock this person record and update the information contained (example change an existing value or add new values)
5. Select "Update" to save these changes and to attach the new Intelligence Report
6. Close the Person form, re-open and review ensuring changes have been committed

Repeat for each entity (Example, Address, Business, Vehicle etc)

Expected Result

The new data changes substantiated by the new Intelligence Report are committed to the database and a new Intelligence Report is attached to the selected entities incrementing the number of substantiating links associated with these entities by one.

Actual Result

As Expected. ☐

Other. Describe:

Observations

Pass ☐ Fail ☐	Facilitator Assistance Required ☐	Tester Name

Test Section	**Standard operations**	**Test Reference**	

Description – Linking Records

1. Create, append and source a new Intelligence Report
2. Create a new record for each available entity that requires substantiation
3. Send the Intelligence Report to the Link Manager and expand to show the newly created records
4. Link each record together using the Intelligence Report as the substantiating information
5. Close Link Manager
6. Re-send Intelligence Report to new Link Manager and expand to show the newly created records
7. Highlight all new records and select expand then review for accuracy

Expected Result

One report is now linked to all available entities
All entity records are linked to each other.

Actual Result

As Expected. ☐

Other. Describe:

Observations

Pass ☐ Fail ☐	**Facilitator Assistance Required** ☐	**Tester Name**

Appendix D: Sample Test Scripts

Test Section	**Standard Operations**	**Test Reference**	

Description – Disseminate Records

1. Search and retrieve one record from one of each available entity type
2. Disseminate each record

Expected Result

1. For each record, all dissemination details are recorded in individual Dissemination records
2. For each record, the dissemination fields are exported to an template that corresponds to the specific entity
3. Each of the records disseminated has a dissemination record that is automatically linked (To verify send record to Link Chart and expand)

Actual Result

As Expected. ☐

Other. Describe:

Observations

Pass ☐ Fail ☐	**Facilitator Assistance Required** ☐	**Tester Name**

Test Section	**Standard Operations**	**Test Reference**	

Description – Creating and populating a case

1. Create a test case
2. Search for Intelligence Report(s) and add to test case
3. Retrieve linked non-Report entities and add to test case.
4. List records in Case
5. Visualize case

Expected Result

1. The test case is created and can be viewed in Case browser
2. The Intelligence Report is successfully added to the test case
3. Multiple records are successfully added to the test case
4. Records in case can be listed in a hit list (Results list)
5. Records in case can be visualized in Link Manager
6. Case icon is displayed in Link Manager

Actual Result

As Expected. ☐

Other. Describe:

Observations

Pass ☐ **Fail** ☐	**Facilitator Assistance Required** ☐	**Tester Name**

Test Section	Standard Operations	Test Reference	

Description – Setting a Default case

1. Select the test case by checking the adjacent checkbox
2. Right click and select "Set Working Case"
3. Create and append new intelligence report
4. List the records in the case

Expected Result

1. A **(W)** symbol is displayed adjacent to the test case
2. The new intelligence report is added to the working case automatically

Actual Result

As Expected. ☐

Other. Describe:

Observations

Pass ☐ Fail ☐	**Facilitator Assistance Required** ☐	**Tester Name**

Test Section	Security	Test Reference	

Description – Setting Protected Level Security

Note Test Security groups and test users should be set-up to support this test script. Please see test facilitator for assistance.

1. Create and append an intelligence report securing it to "Protected" level to **security group 1** only. Include the Protected message "**Test Protected Message**"
2. Log out and log in as a the user who's is a member of "**security group 2**" only.
3. Search for the Intelligence Report created in part one.

Expected Result

1. Security is committed to the record without error
2. **User 2** is notified that the record exists but is protected and a protected message is displayed.

Actual Result

As Expected. ☐

Other. Describe:

Observations

Pass ☐ Fail ☐	**Facilitator Assistance Required** ☐	**Tester Name**

Appendix D: Sample Test Scripts

Test Section	**Security**	**Test Reference**	

Description – Setting Covert Level Security

Note Test Security groups and test users should be set-up to support this test script. Please see test facilitator for assistance.

Facilitator Set User 1 Covert email to Test users email address to test covert email notification

1. Create and append an intelligence report securing it to "Covert" level to **security group 1** only.
2. Log out and log in as a the user who's is a member of **"security group 2"** only.
3. Search for the Intelligence Report created in part one.

Expected Result

1. Covert security is committed to the record without error
2. No hits are returned for the search performed
3. User 1recieves Covert Notification email after approximately 10 minutes signifying that a covert record has been search against by an unauthorized user

Actual Result

As Expected. ☐

Other. Describe:

Observations

Pass ☐ **Fail** ☐	**Facilitator Assistance Required** ☐	**Tester Name**

Appendix D: Sample Test Scripts

Test Section	Working with Records	Test Reference	

Description – Changing the Supervisory Status

Note the users must have the appropriate Supervisory permissions to perform this test script

1. Search for a test report with the Report Status of "Submitted"
2. Retrieve and Lock the Report
3. Change the supervisory Status from Submitted to Approved (or other custom supervisory level)
4. Commit changes
5. Close record and rerun search from part 1.

Expected Result

1. Supervisory status change is committed to database without error
2. Supervisory date is automatically populated on the Supervisory screen
3. Records in question is not retrieved using a "Submitted" search term
4. The record's supervisory status is now Approved (or other custom supervisory level)

Actual Result

As Expected. ☐

Other. Describe:

Observations

Pass ☐ Fail ☐	**Facilitator Assistance Required** ☐	**Tester Name**

| **Test Section** | **Working with Records** | **Test Reference** | |

Description – Changing the Review Date

Note the users must have the appropriate Supervisory permissions to perform this test script

1. Create and append a new intelligence report
2. Change the review date to today's date
3. Save changes
4. Log out and Log in

Expected Result

1. Date changes are committed without error
2. Upon log in you are prompted that a records review date has been reached

Actual Result

As Expected. ☐

Other. Describe:

Observations

| **Pass** ☐ | **Fail** ☐ | **Facilitator Assistance Required** ☐ | **Tester Name** |

Test Section	**Working with Records**	**Test Reference**	

Description – Setting Interest Markers and Flags

Note Two user accounts will be required for this test section

1. Find and retrieve a test Person
2. Show linked report and set a source
3. Lock Person record
4. Right click on record and select "Set Flag/Interest Marker"
5. Check the Flag Check box
6. Enter Contact details and a test flag message then select "save and commit"
7. Log out and Log-in as another user and view this record

Expected Result

1. The changes are committed without error
2. The test message and contact details are displayed when accessing the record
3. Notification of the access is send to the flagging user via email

Actual Result

As Expected. ☐

Other. Describe:

Observations

Pass ☐	Fail ☐	**Facilitator Assistance Required** ☐	**Tester Name**

Test Section	**Working with Records**	**Test Reference**	

Description – Attaching Files

1. Create a test report
2. Select "Add File"
3. Add a test image file
4. Add a MS Word document
5. Make the word document searchable
6. Update the Report
7. Close then search for the report using test found in the content of the MS Word Document

Expected Result

1. The test report can be retrieved by searching on the content of the attachment
2. The files have been attached successfully
3. The files can be opened successfully by double-clicking on each attachment
4. The files are displayed using an appropriate application

Actual Result

As Expected. ☐

Other. Describe:

Observations

Pass ☐	Fail ☐	**Facilitator Assistance Required** ☐	**Tester Name**

Test Section	Working with Records	Test Reference	

Description – Deleting a Record

Note the users must have the appropriate Delete permissions to perform this test script

Note use of archive server means that authorized users may restore deleted files from the Archive Server

1. Remove a Report that has not been sourced
2. Remove a non-Report record
3. Remove a Report that has been sourced and substantiates non-report records

Expected Result

1. The Report is deleted without error
2. The non report records is deleted without error
3. The user is prompted to that the Report is linked to other records and provides the user with an option to view the linked records

Actual Result

As Expected. ☐

Other. Describe:

Observations

Pass ☐ Fail ☐	Facilitator Assistance Required ☐	Tester Name

Appendix D: Sample Test Scripts
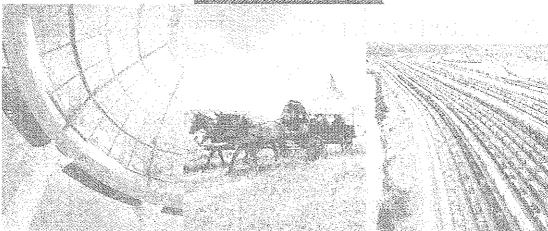
Exhibit E – User and Administrator Training Course Curriculums

Training Course
Outline_Exhibit E.doc

*Response to the State of Nebraska's
Request for Proposal
No. 2935Z1*   Page 166

Memex

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Course Outline

Course Title: Memex Patriarch User Training Course

This course is designed for people with no previous experience of the Memex Patriarch application. A basic knowledge of the Windows environment would be useful but is not mandatory. Trainees will be introduced to all the main user functions within Memex Series VI and by the end of the course should have enough expertise to start using the product in a live environment.

DAY ONE
MEMEX SERIES VI Introduction

- Logging In
- Screen elements
- Exiting Memex Patriarch

Working with Records

- Creating reports
- Checking spelling
- Creating Risk Assessments
- Confidential Source Register
- Creating records based on reports
- Updating records
- Flags and interest markers
- Disseminating data

DAY TWO
Searching

- Basic query operators
- Field-based searching
- Free-text searching
- Custom queries
- Reverse searching
- URN searches
- Query History

Linking Records

- Link Charts
- Adding records to link charts
- Linking records
- Unlinking records
- Hiding links
- Deleting links

Memex

DAY THREE
Cases

- Creating cases
- Adding records to a case
- Granting write-access to a case
- Deleting records from a case
- Editing other case properties
- Working cases
- Searching cases
- Deleting cases

Security

- Security overview
- Securing records
- Unsecuring records
- Securing cases

Action Management

- Action Manager Overview
- Raising actions
- Responding to actions
- Raising bulletins
- Searching the actions database

DAY FOUR
Query Builder

- Query Builder overview
- Synonym Expansion
- Synonym Verify expansion
- Sound-alike expansion
- Garbled expansion
- Vocabulary expansion
- Editing the personal thesaurus

User Profiles

- Viewing your user profile
- Changing user passwords
- Repeating a query from the query history
- Adding a query profile

Recap

- Summary of topics learned
- Requested topics re-visited
- User forum

Additional Topics

- Supervising reports
- Weeding
- Map Search

Memex

Course Outline

Course Title: Memex Series VI System Administrator/Support Training

This course is designed for System Administrators and those intending to install/support the Memex Series VI products. Although no knowledge of Memex Series VI is required, attendees must be familiar with the software platforms involved, e.g. NT, Solaris.

DAY ONE
Getting Started

- Preparing to Install the MIE

- Extracting and Installing the Software

- Obtaining a License Key

- Entering License Details

- Configuring the MIE

- Starting the Memex Servers Automatically

Server Installation

- Installing the Memex Series VI Server

- Installing an Archive Server

- Installing the AppServer

- Server Text Files

Client Installation

- Configuring Network Services

- Installing the Client

DAY TWO
User Management

- User Permissions

- Adding User Groups

- Adding Users

- Modifying Permissions

- Deleting Groups

- Deleting Users

Entity Management

- The Entity Manager

- Changing Entity Properties

- Creating Entities

- Editing Entities

- Forms Designer

- Subrecords

Exhibit F – Site Guide Outline

Memex Site Guide
Outline_Exhibit F.doc

Site Guide Section	**Overview of Customer and Mission**	

Customer Overview and Mission:

Contact Details

    1.   Key personnel at site
    2.   Organization chart

Locations

    1.   Customer site
    2.   Server sites
    3.   User sites

Observations

	Facilitator Assistance Required ☐	**NIAC Reviewer**

Exhibit F: Site Guide Template

Site Guide Section	Architecture Details	

Server Hardware Details

1. Hardware type
2. Hardware specifications
3. OS and version
4. Physical access details
5. Remote access details, if applicable
6. Server user name and password
7. Server name, IP address and port number(s)

Software Details

1. Installed Memex products with versions
2. License numbers
3. License expiry date
4. Installation date an name of installer
5. Configuration notes (unusual or non-standard)

Client Hardware Details

1. OS and version
2. General description of work stations
3. Network infrastructure (local, remote, VPN, etc)
4. Standard screen resolution

Observations

	Facilitator Assistance Required ☐	**NIAC Reviewer**

Exhibit F: Site Guide Template

Site Guide Section	Procedures and Logistics	
Backup and Recovery		
Location Security		
Dress Code and Hotel Logistics		
Observations		
	Facilitator Assistance Required ☐	**NIAC Reviewer**

Exhibit F: Site Guide Template

Site Guide Section	Overview of Customer and Mission	

Customer Overview and Mission:

Contact Details

1. Key personnel at site
2. Organization chart

Locations

1. **Customer site**
2. **Server sites**
3. **User sites**

Observations

	Facilitator Assistance Required ☐	**NIAC Reviewer**

Exhibit F: Site Guide Template

Site Guide Section	Architecture Details	

Server Hardware Details

1. Hardware type
2. Hardware specifications
3. OS and version
4. Physical access details
5. Remote access details, if applicable
6. Server user name and password
7. Server name, IP address and port number(s)

Software Details

1. Installed Memex products with versions
2. License numbers
3. License expiry date
4. Installation date an name of installer
5. Configuration notes (unusual or non-standard)

Client Hardware Details

1. OS and version
2. General description of work stations
3. Network infrastructure (local, remote, VPN, etc)
4. Standard screen resolution

Observations

	Facilitator Assistance Required ☐	**NIAC Reviewer**

Exhibit F: Site Guide Template

Site Guide Section	Procedures and Logistics	
Backup and Recovery		
Location Security		
Dress Code and Hotel Logistics		
Observations		
	Facilitator Assistance Required ☐	**NIAC Reviewer**

Exhibit F: Site Guide Template

Exhibit G – Deliverable Approval Form

Memex Deliverable
Approval Form_Exhib

Deliverable Approval Form

Memex

Memex Incorporated
1595 Spring Hill Road, Suite 200, Vienna, VA 22182
703 556 4031 / Fax 703 556 4282
www.memex.com / info@memex.com

Dear CUSTOMERNAME:

Please find attached the Memex Deliverable Acceptance Form for DELIVERABLENAME. Memex completed this work on DELIVERABLEDATE and kindly requests you complete your review of the Deliverable by CUSTOMERREVIEWDATE.

Please confirm that the individual Completion Criteria were met. If you feel that any were not met, please explicitly identify them and what Memex needs to do to address these deficiencies.

If you agree that the Deliverable meets the Completion Criteria, kindly check that box on the form, and sign/date the form indicating your approval.

Please feel free to contact me at MEMEXPHONENUMBER with any questions, comments or concerns.

Thank you for your time and consideration.

Kind Regards,

MEMEXPROJECTMANAGER

Exhibit G: Deliverable Approval Form Template

Deliverable Approval Form

Memex

Organization	CUSTOMERNAME
Customer Contact Name	CONTACTNAME
Contact Phone Number	(###)-###-####
Contact Email Address	EMAILADDRESS
Deliverable Name	DELIVERABLENAME
Deliverable Date	MM/DD/YYYY
Customer Review Due Date	MM/DD/YYYY
Deliverable Value	$$$,$$$.$$
Memex Project Manager	MEMEXNAME
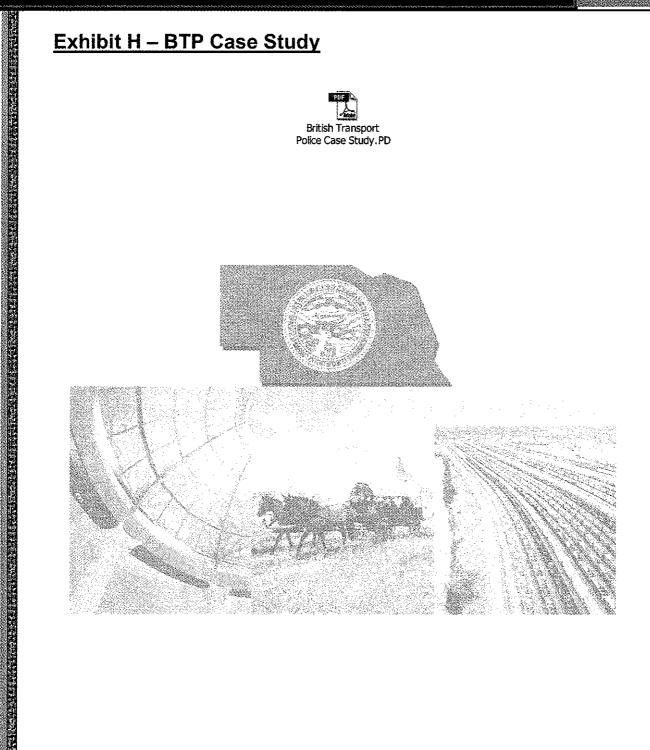
Completion Criteria	Criteria Met?	If no, please explain deficiencies and requirements to complete
	YES ☐ NO ☐	
	YES ☐ NO ☐	
	YES ☐ NO ☐	
	YES ☐ NO ☐	

Supporting Attachments:
LISTATTACHMENTS

_____

Deliverable Accepted:	YES ☐ NO ☐	**Date:** MM/DD/YYYY

Customer's Signature: _____

Print Name: _____

Exhibit H – BTP Case Study

British Transport
Police Case Study.PD

Memex

Memex

1 The British Transport Police

A Memex system was first implemented at The British Transport Police (BTP) in 2001. Originally the system comprised 1500 Intelligence and Analyst users. Since then Memex and BTP have working together to develop the system to accommodate BTP's growing needs. The system is now licensed under a site license agreement. As well as Intelligence and Analytical tools, the system provides RIPA, STOPS and Performance Management functionality. The system is accessed using a combination of full, Web and mobile clients.
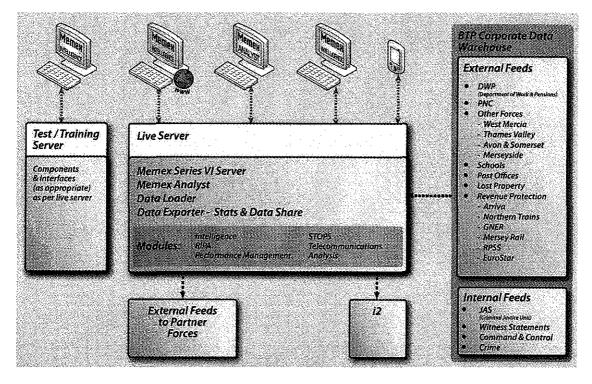
Figure 1: British Transport Police System Architecture

Memex Technology is at the forefront of BTP's Corporate Data Warehouse with feeds coming
from several organizations and system, including the Police National Computer and Department of Works and Pensions as well as partner forces including Essex, West Midlands, Mersey, South Yorkshire, Surrey, West Mercia, Thames Valley, South Wales, Greater Manchester Police, Lancashire, Cheshire and Kent. BTP also utilize data from some of their own systems, such as Command and Control, and Crime as well as providing intelligence data to several 'partner' forces.

Contact Details

D.I. John McBride, Integrated Intelligence Project
Telephone: 02078 308 800, Email: john.mcbride@btp.pnn.police.uk
Andrew Watson – CIO
Telephone: 0207 830 88, Email: andrew.watson@btp.pnn.police.uk

Exhibit H: British Transport Police Case Study

Memex

STATE OF NEBRASKA
State Purchasing Bureau

CRIMINAL INFORMATION SYSTEM AND INTELLIGENCE MANAGEMENT SYSTEM FOR THE NEBRASKA INFORMATION AND ANALYSIS CENTER (NIAC)

Request for Proposal #2935Z1
Procurement Contact: Robert Thompson
402-471-2401
Matpurch.dasmat@nebraska.gov

Submitted by: Memex, Inc.
Contact: Bob Bonaventure
1595 Spring Hill Rd #200
Vienna, VA 22182
Phone: 703.556.4031
Cell:571.237.5999
Fax: 703.556.4282
Bob.Bonaventure@memex.com

June 30, 2009

PRICING PROPOSAL

Cost Proposal

Memex Patriarch Integrated CIS – IMS Solution
Proposal Cost Tables

Introduction

Memex is proposing our industry-leading fully integrated COTS software suite – Memex Patriarch – to meet all Nebraska Information and Analysis Center (NIAC) functional requirements. Our proposed system provides an integrated solution to the State's requirements for the NIAC, a Criminal Information System and Intelligence Management System. The Memex proposal provides increased value to the State of Nebraska through an integrated solution that reduces risk and leverages services for the integrated system – saving the State time and money throughout the project's duration – while providing a scalable architecture for sustainability and expansion. The Memex proposal provides the following unique benefits:

1. Single point of entry and access into the integrated solution, with a common user interface and functions – thus reducing overall training efforts and costs while improving adoption rates.
2. The Memex integrated solution will reduce risk and leverage services across the integrated solution saving the State time and money.
3. NIAC will benefit from our single software platform for the Criminal Information System and Intelligence Management System.
4. The Memex system will protect the NIAC investment with proven scalability and sustainability – as evidenced by the Memex solution at London Metropolitan Police which was originally implemented in 1994 and now has 40,000 registered users, 2000 concurrent users
5. Easy to use, intuitive user interface allowing savings on current and future training requirements. eLearning options are also available to facilitate rollout and regressive training.
6. NIAC will benefit from more than a decade of Memex experience successfully implementing intelligence-led law enforcement agencies worldwide, and Tetrus' track record of success working with Department of Justice and Homeland Security.

In summary, Memex and Tetrus provide the low-risk, high-value solution for the State of Nebraska. We hope we may look forward to working with the State on implementing the outlined vision, and thank you for the opportunity to participate in this procurement.

Attachment A Cost Schedule
RFP Number 2935Z1

Vendor Name: Memex, Inc.

BIDDER OPTION 1:
Bidder is proposing both the CIS and IMS solutions; proposal includes separate software packages for each solution.

BIDDER OPTION 2:
Bidder is proposing both the CIS and IMS solutions; one system is proposed for both solutions.

BIDDER OPTION 3:
Bidder is proposing the CIS solution only

BIDDER OPTION 4:
Bidder is the IMS solution only

Indicate option selected for your proposal:

Option Selected: **Option 2**

In the cost schedule columns, include all costs associated with the option selected above.

In the tables below, Items may be referenced in the proposal in locations in addition to the one listed. Initial references are provided.

Vendors should use the appropriate table(s) corresponding to the option selected above. Tables need only be submitted for the option selected.

(Bidder to add lines to the table as required)

OPTION 2

Option 2 // CIS/IMS Solution	Description / Purpose	Reference RFP Proposal Section	Cost In $
Software (list components separately e.g., application, server OS, client software (if any), etc., including all licensing costs for software and users)	Memex Patriarch (200 users)[1] Memex AutoWeb (server license)	Section IV throughout	$740,912[2]
ESRI ArcGIS runtime Engine[3]	162 user access		$81,000
Hardware – Server etc (list components separately ; include server itself, NIC card I/O devices as required)	Four (4) PowerEdge 2950 III Servers MS Windows Server 2003 RS 32 bit Standard 4GB RAM Two (2) Intel Xeon E 5430 Quad Core Processors 4*750 GB 7.2K SAS Disks in Raid 10	Section IV throughout	$21,832
	One (1) PowerEdge 2950 III Servers MS Windows Server 2003 RS 32 bit Standard 4GB RAM Two (2) Intel Xeon E 5430 Quad Core Processors 2*73 GB 15K SAS Disks in Raid 0		$8,502
	Three (3) PowerEdgeRack 900 Servers MS Windows Server 2003 RS 64 bit Standard		$34,755

[1] Memex has proposed 200 users at the price of 162 users to allow for unexpected startup demand and to provide for initial system access growth. This price also includes 50 web concurrencies; all 200 named users can use the full client without concurrency limitations.

[2] Memex is proposing an optional Statewide IMS Application license for an additional license fee of $975,000 which includes the first year of software support and maintenance. This license will grant access to the NIAC IMS System to all sworn officers in the 250 jurisdictions in the State of Nebraska. This application license does not allow any individual LE partner in the State to configure their own Memex Patriarch system for internal use on a local server.

[3] This is not a Memex license fee, and if the State has these licenses in place then this cost can be eliminated.

Memex

Item	Description	Cost
Hardware/Software	32GB RAM, Two (2) Intel Xeon E 7320 Quad Core Processors, 4x 750 GB 7.2K SAS Disks in Raid 10, MS SQL Server 2008 Standard Edition. All operating system software is bundled in the price.	
Total - Hardware/Software Costs		**$887,001**
Installation/Integration Data	Section IV throughout	
IEPD	Development of NIAC IEPD	$18,000
Memex Indexing Load Engine	Transform and load design process from Items INGESTF to Vismex plus upload verification testing and implementation	$63,000
Software Costs to connect harvest and complete ETL for Data Sources for use by the CIS (list the cost for each of the 22 sources in section IV (H) 3 separately to allow the State to modify the number of sources connected in the interest of schedule and cost). Do not include costs for the 3 optional items Slueth SAR NDex	$10,000 per data source excluding the following data sources: NCJIS, Penlink and AFIS	$190,000 ($10,000 X 19 Data Sources)
	$0 (software) per data source for NCJIS, Penlink and AFIS	$0
Integration services/cost Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS (list the cost for each of the 22 sources in section IV (H) 3 separately to allow the State to modify the number of sources connected in the interest of schedule and cost). Do not include costs for the 3 optional items Slueth SAR and NDex	$27,000 per data source excluding the following data sources: NCJIS, Penlink and AFIS $9,000 per data source testing	$513,000 ($27,000 X19 Data Sources) $171,000 (testing X 19 Data Sources)
	$36,000 per data source for NCJIS, Penlink and AFIS (includes testing)	$108,000 ($36,000 X 3 Data Sources)
Memex Team Project Management Data Integration Quality Assurance and Risk Management	Project management, quality assurance and risk management.	$247,500

Memex Intelligence Sure Start Implementation (IMS Integration Services)	IMS Kickoff meeting for Stakeholders Working Group One – Requirement validation and solution design Working Group Two – Confirm consensus of solution design Conduct five stage Sure Start implementation including: • Initiation • Realization • Pilot • Review • Rollout and their associated deliverables.	$126,000
Total – Installation/Integration Data		$1,436,500

OPTION 2

Option 2 // CIS/IMS Solution	Description / Purpose	Reference RFP Proposal Section	Cost In $
Training		Pg 54, Item 11, pg 52 SIT 1-3	
System Administrator Training (includes preparation)	Two (2) administrator classes (8 days)		$16,000
End User/Train-the-Trainer (includes preparation)	One (1) end user/train the trainer (5 days)		$10,000
Data interface training (includes preparation)	One (1) data interface training (5 days)		$10,000
Total – Training - All Costs			$36,000

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Support/Maintenance – Annually (Describe what is included)		PG 54, SMWD at Pg 54, Item 17
1st year after 2 year warranty period expires	Maintenance period 4/1/2012 to 3/31/2013	$145,296
2nd year after 2 year warranty period expires	Maintenance period 4/1/2013 to 3/31/2014	$152,561
3rd year after 2 year warranty period expires	Maintenance period 4/1/2014 to 3/31/2015	$160,189
4th year after 2 year warranty period expires	Maintenance period 4/1/2015 to 3/31/2016	$168,198
5th year after 2 year warranty period expires	Maintenance period 4/1/2016 to 3/31/2017	$176,608
Total Support and Maintenance		$802,852
Total Cost CIS/IMS		$3,162,353

OPTION 2

Description / Purpose	Reference RFP Proposal Section	Cost in $
Option 2/ CIS/IMS Solution – Optional Items		
Optional Costs – Bids required for items annotated with an asterisk (*)		
Redundant (backup capability) Server CIS/IMS Hardware*	Four (4) PowerEdge 2950 III Servers Ms Windows Server 2003 R S 32 bit Standard 4GB RAM Two (2) Intel Xeon E 5430 Quad Core Processors 4*750 GB 72K SAS Disks in Raid 10 One (1) PowerEdge 2950 III Servers	DBBC & 2 Subsection P Item 2	$21,832
		$8,502

Memex

	MS Windows Server 2003 R3 32-bit Standard 4GB RAM Two (2) Intel Xeon E5430 Quad Core Processors 2*73 GB 15K SAS Disks in Raid 0 **Three (3) PowerEdgeRack 900 Servers** MS Windows Server 2003 R3 64-bit Standard 32GB RAM Two (2) Intel Xeon E7320 Quad Core Processors 4*750 GB 7.2K SAS Disks in Raid 10 MS SQL Server 2008 Standard Edition All operating system software is bundled in the price.		$34,755
Redundant (backup capability) Server CIS/IMS Software*	Bundled in the redundant (backup) servers above.	DBBC 1 & 2, Subsection P, Item 2	
Redundant (backup capability) Server CIS/IMS Services*	N/A	DBBC 1 & 2, Subsection P, Item 2	
Development, Training and Maintenance Server – CIS/IMS Server Hardware*		SMWD requirements, pg 51	
Development, Training and Maintenance Server – CIS/IMS Server Software*	Bundles in the servers quoted above.		
Development, Training and Maintenance Server – CIS/IMS Server Installation charges*	N/A		
GIS Server (if separate hardware required) Hardware*	N/A	IAMC 1-12; pg 48,49	
GIS Server (if separate software required for the GIS capability) Software*	N/A	IAMC 1-12 Pg 48,49	
GIS Server (if separate software/hardware required) Services and integration/installation*	N/A	IAMC 1-12 Pg 48,49	

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OPTION 2

Option 2 //CIS Solution – Optional Items		Reference RFP Proposal Section	Cost in $
Dashboard (if separate hardware required) Hardware – (Note: Dashboard bid is not mandatory)	N/A	Section IV (H) 2 page 28	$0
Dashboard (if separate software/hardware required) Software, including licensing costs	N/A	Section IV (H) 2 page 28	$0
Dashboard (if separate software/hardware required) Services and integration/other	N/A	Section IV (H) 2 page 28	$0
Costs to add a Data Source (each source) software if any*	$14,000 includes one year maintenance and support	Section IV subsection A – scalability AASL 1 pg 52	$14,000
Costs to add a Data Source (each source) services if any*	$36,000 includes required software, services, testing and reasonable travel expense	Section IV subsection A – scalability AASL 1 pg 52	$36,000
Costs per additional user license for CIS (or incremental unit of pricing used by the vendor)*	$0 user included in the integrated CIS IMS user licenses as indicated below	Section IV subsection A – scalability AASL 1 pg 52	$0
Costs per additional user license for IMS (or incremental unit of pricing used by the vendor)*	$3,413 integrated CIS/IMS user license including one (1) year Memex Software Support and Maintenance	Section IV subsection A – scalability AASL 1 pg 52	$3,413
Costs for customized programming (per hour)*	$185/hour plus reasonable travel expenses	Section IV subsection A	$185/hour

		scalability; AASL 1, pg 52	
Comp Stat Module – state number of users and total cost	$36,000 (Comp Stat Module for 200 users)		$36,000
Cost to integrate to dashboard	$36,000 (Dashboard for 200 users)		$36,000
Optional acceleration of ESRI-plugin for IAMC			$45,000

Payment Schedule

The following is the proposed Invoice Schedule, with payment Net 30.

License Fees	Upon Completion of the Memex Patriarch licensed software installation on the Project Server	$740,912
ESRI Licenses	Upon ordering of the ESRI licenses	$ 81,000
Hardware	Upon ordering of the hardware	$ 65,089
IEPD	Upon Completion/Approval of the IEPD	$ 18,000
ETL Engine	Upon Completion/Approval of the Indexing Load Engine	$ 63,000
Project Management	Upon submission of *each* Monthly Status Report (6)	$ 41,250
Data Sources	Upon Completion/Approval of *each* indexed Data Source integration (19)	$ 46,000
Federated Search	Upon Completion/Approval of *each* Federated Search adaptor (3)	$ 36,000
IMS – Initiation	Upon Approval of the Initiation Deliverable	$ 32,400
IMS – Realization	Upon Approval of the Realization Deliverable	$ 64,800
IMS – Pilot	Upon Approval of the Pilot Deliverable (includes Training)	$ 48,600
IMS – Rollout	Upon Approval of the Rollout Deliverable	$ 16,200
Annual Maintenance	April 1, 2012	$145,296
Annual Maintenance	April 1, 2013	$152,561
Annual Maintenance	April 1, 2014	$160,189
Annual Maintenance	April 1, 2015	$168,198
Annual Maintenance	April 1, 2016	$176,608

Memex

Assumptions

This cost proposal has been arrived at with the following assumptions
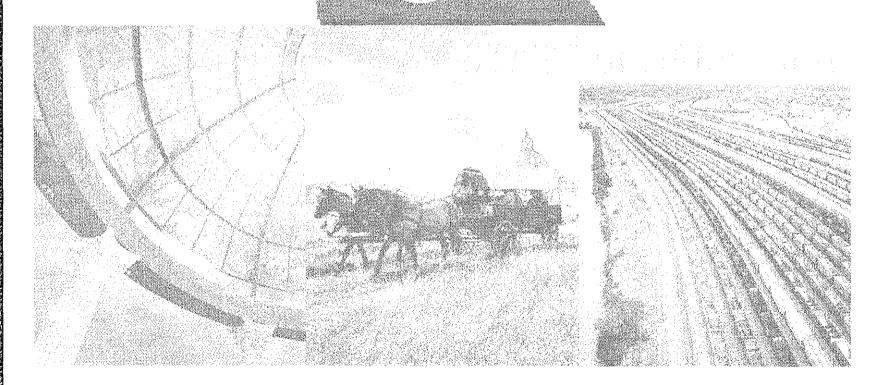
1. All travel costs are included in the cost of the services provided above
2. For each site, the Memex Team will be present on site for 2 meetings. The first meeting will be from a discovery perspective and the second visit will be from an implementation perspective
3. Each site will provide the Memex Team with a data dictionary or a data model and some sample data prior to the Memex Team coming to Nebraska for a site visit
4. Each site will provide the Memex Team with data from the legacy system. The final mechanism of this delivery will be decided in discussions between the Memex Team and each specific site.
5. Each site will be responsible for any of the network security configurations that might need to be done to ensure that data moves from the legacy system to the Tetrus Ingest Tool and then to the Memex product at that site
6. NIAC will assign a Project Manager that will assist the Memex Project Director in coordinating all project activities.
7. NIAC will work with the Memex Project Director to finalize the project plan and schedule, after which it will be Accepted
8. NIAC will provide access – both physical and technical – as required to allow Memex to successfully install Memex software, this includes:
   a. Designating a technical point of contact to assist Memex during the installation
   b. Accepting the installation upon proof of the Completion Criteria
9. NIAC will provide facilities and the appropriate individuals to participate in the working groups, during which the NIAC will review and confirm requirements, configurations, test plans, etc..
10. Testing will be executed in accordance with the Testing Plan to confirm the configuration works as agreed
11. NIAC will provide facilities and individuals to be trained in accordance with the Training Plan
12. NIAC will execute the NIAC Punch List Items; failure to execute any of these Punch List items will not preclude approval of Memex Deliverables.
13. Non-searchable Adobe PDFs will require to be converted to a searchable format prior to being indexed into the Memex Solution. This may add additional hours to the project timeline depending on the amount of data that requires conversion. The conversion process may be performed using off-the-shelf software such as Adobe PDF Professional or PDF Converter Professional version 4.0.
14. Training classes are limited to eight (8) students unless otherwise agreed.
   a. Students in user training are expected to have an understanding of the law enforcement environment, basic Windows application skills – such as using a mouse, logging in and out, and opening/closing Windows.
   b. Students in Memex Administration courses are expected to have System Administration experience, UNIX/Windows and Networking skills, and basic database concepts.
15. Memex will cooperate with the NIAC in providing information for any NIAC Security Clearance processes for Memex project members – in accordance with Memex policies.
   c. This process will begin prior to the project start.

    d.   Memex assumes no liability for the duration of time staff are awaiting this clearance.

16. Production use of the solution will result in the approval of all associated Deliverables.
17. One print template will be created for each entity type in the system. These templates will define the format of printed output for records of each type.
18. NIAC will be responsible for changes in the data structures of the source data systems that impact the designed/completed Memex integrations (Federated Search and/or Index).
19. Approval time periods and Change Order processes will be defined in an agreed-to SOW.
20. Final approval of the project will not be withheld should the NIAC elect to not implement a data source.
21. Payments are due Net 30.

Dave Heineman, Governor

ADDENDUM TEN

DATE: September 15, 2009

TO: All Vendors

FROM: Robert Thompson, Buyer
              State Purchasing Bureau

RE: Revised Schedule of Events for RFP 2935Z1
              Opened June 30, 2009, at 2 PM Central Time

The RFP Schedule of Events is hereby amended:

12	Presentations and/or Demonstrations (if required)	~~To Be Determined~~ **September 10, 2009**
13	Site Visits (if required)	~~To Be Determined~~ **September 16 – 17, 2009**
14	Post Letter of Intent to Contract to Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	To Be Determined
15	Contract Award	To Be Determined
16	Contractor Start Date	To Be Determined

This addendum will become part of the proposal and should be acknowledged with the RFP.

Materiel Division • Steve Sulek, Acting Administrator

Administrative Services • 301 Centennial Mall South • P.O.Box 94847 • Lincoln, Nebraska 68509-4847 • Phone: 402-471-2401 • Fax: 402-471-2089

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NEBRASKA
AdministrativeServices
Dave Heineman, Governor

ADDENDUM NINE

DATE: July 29, 2009

TO: All Vendors

FROM: Robert Thompson, Buyer
             State Purchasing Bureau

RE: RFP Number 2935Z1

SCOPE OF ADDENDUM

The RFP Schedule of Events is hereby amended:

13	Site Visits (if required)	To Be Determined
14	Post Letter of Intent to Contract to Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	To Be Determined
15	Contract Award	To Be Determined
16	Contractor Start Date	To Be Determined

This addendum will become part of the proposal and should be acknowledged with the RFP.

Materiel Division • Steve Sulek, Acting Administrator

Administrative Services • 301 Centennial Mall South • P.O.Box 94847 • Lincoln, Nebraska 68509-4847 • Phone: 402-471-2401 • Fax: 402-471-2089

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ADDENDUM EIGHT

DATE: July 15, 2009

TO: All Vendors

FROM: Robert Thompson, Buyer
            State Purchasing Bureau

RE: Revised Schedule of Events ~~Questions and Answers~~ for RFP 2935Z1
            Opened June 30, 2009, at 2 PM Central Time

The RFP Schedule of Events is hereby amended:

6	Presentations and/or Demonstrations (if required)	To Be Determined
7	Site Visits (if required)	To Be Determined
8	Post Letter of Intent to Contract to Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	August 6, 2009
9	Contract Award	August 21, 2009
10	Contractor Start Date	September 1, 2009

This addendum will become part of the proposal and should be acknowledged with the RFP.

Materiel Division • Steve Sulek, Acting Administrator
Administrative Services • 301 Centennial Mall South • P.O.Box 94847 • Lincoln, Nebraska 68509-4847 • Phone: 402-471-2401 • Fax: 402-471-2089

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AdministrativeServices

Dave Heineman, Governor

ADDENDUM SEVEN

DATE: June 19, 2009

TO: All Vendors

FROM: Robert Thompson, Buyer
             State Purchasing Bureau

RE: Second Round Questions and Answers for RFP Number 2935Z1
             to be opened June 30, 2009, 2 PM Central Time

Following are the questions submitted and answers provided for the above mentioned Request For Proposal. The questions and answers are to be considered as part of the Request For Proposal.

QUESTIONS	ANSWERS
1. Under Heading IV, project Description and Scope of Work, Section C, Objectives on page 24 of the RFP, item #4 indicates an Objective of the project is to "Provide a new case management capability for intelligence cases (case management for criminal cases will utilize existing software capabilities)." Can you please elaborate on the specific requirements or details needed by this Case Management System? How many intelligence cases may be required to be input into the system? What level of content and process governance is required by this CMS? Will there be a need, for example, for dynamic routing of cases, multiple levels of approvals, assigning of more than 1 investigator to a case, the performance of elaborate searches or analytics on the data? We are trying to get a sense of the scale and sophistication of the CMS.	In addition to item IDMC 1-11 listed on pages 53-54 of the RFP, vendors should clearly state the capabilities of their system including how it manages different types of criminal activity, e.g., gangs and other features such as tracking costs associated with any given case. The system should be very user friendly. Training to use the system should be easy and uncomplicated. If economically feasible, the State may move to encourage all law enforcement in the state to use the system. . Governance for the product should resemble the requirements as put for the CIS system in the RFP. The IMS need not mine or query other systems. Unlike the CIS, it will need to store data. More sophisticated actions will be performed on the data in the IMS by the CIS. The scale and sophistication of the IMS is therefore less than the CIS.

QUESTIONS	ANSWERS
2. How much has been budgeted for the Software?	The total estimated value of the contract or projected budget for this project is not included in the Request for Proposal as the State urges all prospective bidders to respond with their most competitive bid based on their proposed solution to the project objectives as outlined in the Request for Proposal and not one based on an estimated value of the contract or projected budget.
3. How much of the $1,630,000 FY 2007 Law Enforcement Terrorism Prevention Program (LETPP) grant funding and $2,857,500 in Homeland Security Grants will be used for personnel costs, and how much would be used for the technology? Are these the only two types of grants being used?	See answer to question #2. The figures quoted are Nebraska statewide grants for homeland security. They are not representative of the portion of those funds which were allocated to the NIAC for this procurement."
4. It sounds like the Government has a list of applications which meet the specified requirement of installation in 3 various state government facilities. This seems to oppose the NE state purchasing agreement for procurement and open competition. Can you expand upon this and also indicate if Federal agency and department fusion center deployment fulfill this requirement?	There is no predetermined list of qualified vendors/applications. The requirement referred to TA 1 on page 33, is included to ensure that an adequate installation base exists in order to verify the track record of the proposed application(s). Additionally, Section IV subsection D states "the NIAC requires COTS products designed for a law enforcement environment" and that "'all products bid must be COTS and enjoy a current installation base at other state or regional law enforcement fusion centers." CIS or IMS products that are employed in a law enforcement fusion center environment at the federal level of government will meet the requirements of a qualifying installation; any combination of three (3) state, local, regional or Federal law enforcement installations will satisfy the requirement.
5. Can you provide a list of products that qualify to satisfy these two systems?	See answer to question #4.
6. Since this is not a "closed system"; will there be IA/IS, systems security, and physical security requirements?	Network and physical security are the responsibility of the State. Security for the vendor solutions are listed on pages 36-38 of the RFP as well as other locations within the RFP.

	QUESTIONS	ANSWERS
7.	Given the requirement for internet access, is it envisioned that information derived from internet sources would/could be incorporated into the intelligence database?	Yes, but the IMS, unlike the CIS, does not need to have connectivity to the data sources listed on page 28-29 of the RFP.
8.	Will there be privacy audit and other legal and compliance audit tools required for the system?	Protection of civil liberties is a key objective for both the IMS and CIS; PG 38, DSR items 1-6 list compliance requirements. These are in addition to the requirements of 28 CFR 23.
9.	Is there a requirement to ensure data (information and intelligence) meets legal collection and retention requirements?	Yes. See answer to question #8.
10.	Will there be a requirement to have the system interface (input/output) with other LE systems such as HISN, LinX, N-Dex, Coplink, LEO, ARIIS, NCIC, NLETS, etc?	See Q7 and Q8 on page 32 of the RFP. Vendors should include their capability to query and receive query results from any system that may be currently queried by law enforcement e.g., NLETS and NCIC, are included. These items are listed on pages 40-48 of the RFP. Additionally, NCJIS is a Nebraska system that similarly must be queried (SQRC 11, pg 48 of the RFP).
11.	Is there a plan to expand the system to interface with, and harvest information from, other federal, state (in addition to NCIIS) and local law enforcement (other than those identified in the RFP) and command center systems?	Yes, including, potentially, commercial sources of data.
12.	To confirm, offerers are required to submit technical and pricing proposals separately for each of the systems (CIS/IMS)?	Section II (H) delineates how technical and cost proposals are to be submitted separately. In the event that CIS and IMS are both offered, the technical portions of the proposal should be combined in the same technical proposal. In the cost proposal, use option 1 - 4, whichever is appropriate for the product(s) and is to be packaged separately from the technical proposal.
13.	Is it anticipated that this could be a multiple award (different contractors for each of the systems)?	Yes, e.g., it is possible that one offeror could be awarded the CIS and another offeror the MIS.

QUESTIONS	ANSWERS
14. Are there any existing law enforcement information and/or intelligence exchange systems currently being utilized? If so, will you provide data schemas and/or documentation for those systems?	Yes. The I2 product suite is utilized, but it is not automated to mine or query other systems. The selected offeror will be supplied schemas and documentation to mine and query other systems as needed (Q11, pg 32 of the RFP).
15. How many different access profiles/roles will the system be required to provide?	Page 36 and 37 of the RFP, items GS 1-15 request vendors to supply this information to the State.
16. What is the minimum capacity/workload (number of inquiries per day for instance) for the system? How many end users are anticipated?	There is no historical data to provide capacity/workload as this is a new capability. Vendor experience in jurisdictions with demographics similar to Nebraska should be used. The initial users of the CIS are supplied. This population will remain limited to analysts and appropriate law enforcement across the State. There are over 250 law enforcement departments in the State. The majority of these are not anticipated to require access to the CIS system. The IMS will likely be proliferated to all law enforcement that maintain and submit intelligence. This is anticipated to be the majority of the 250 law enforcement agencies across the State.
17. For data back-up and redundancy, is there an existing capability, process, system, site that is currently be utilized that would be leveraged?	No existing capability/system will be used.
18. Will you provide systems data regarding the NCIIS and Nebraska State Patrol, the Lincoln Police Dpartment, and the Omaha Police Department systems?	The selected offeror will be supplied schemas and documentation to mine and query other systems as needed (Q11, pg 32 of the RFP).
19. Will the partnering systems be responsible for modifications to their systems for defined interfaces? What is the current hardware and software configurations for these systems?	No. Once a vendor begins work on a data source, it is not responsible to adjust to changes to that source.

QUESTIONS	ANSWERS
20. Section III contains Terms and Conditions. Should the list of Terms and Conditions be included in the Proposal and if so, where?	Yes, the initialed Terms and Conditions should be included in the RFP response. For example, the RFP could be assembled as follows; Tab A - the "Signed Request For Proposal For Contractual Services" form; Tab B - "Executive Summary"; Tab C - intialed Terms and Conditions; Tab D - "Corporate Overview"; Tab E- "Technical Approach; Tab F – Form A; Tab G – Certificate of Insurance; and Other tabs as required. Cost Proposal is to be packaged separately from the Technical Proposal.
21. Reference page 59 – C. Payment Schedule. Is the "Payment Schedule" a standalone section separate from the Cost Proposal as denoted on page 59 or should the Payment Schedule be submitted as a sub-division of the Cost Proposal Section?	The Payment Schedule may be submitted as a sub-division of the Technical or the Cost Proposal Section.
22. Reference page 31 – No administrative office space will be provided by the State for the installation process. Will the State provide the contractor with areas to work during the implementation process?	Offerors will be provided access to locations to perform their installation and the training room will be supplied. Offerors needing office space, e.g., for a Project Management office or other administrative reasons, must use their own space.
23. Reference page 17 – Retainage. Is the retainage rate negotiable, and if so how?	No, the retainage rate is not negotiable.
24. Reference page 19 – Taxes. What property taxes can one expect to pay on equipment installed in a State-owned facility? What are the requirements regarding this?	Jurisdictions often have taxes on equipment owned by vendors, in the jurisdiction that the vendor operates from. This is not a foreseen outcome in the proposal, i.e., that a vendor will install equipment of which it will retain ownership.

QUESTIONS	ANSWERS
25. Reference page 26 – Expansion of software system to additional law enforcement agencies. Are there any guidelines for how to price and determine the level of effort for the expansion of the software system proposed by the contractor in the RFP?	Yes. See answer to #16. Also refer to Attachment A.
26. Reference Question 15 from Addendum Three. How many scanned documents will the contractor be responsible for developing into useable information / forms of data?	The State is scanning the documents. The vendors will need to query mine the scanned source. The exact number is not determined.
27. Reference page 52 – Training. Will Nebraska employees that are going to be trained come to a central location? Will Nebraska provide facilities and equipment for State employees to train on? What is the State's criteria for training?	Training will be conducted from a central location in Lincoln, NE. The State will provide its own equipment. Regarding criteria, please refer to Section IV, SIT 1-3 on page 52 of the RFP.
28. Addendum 3, Question 20, Reference IV.H.3 – Can the NIAC identify which data sources listed on page 28 and 29 of the RFP are NIEM compliant, and which are not?	None of the current data sources are NIEM compliant.
29. Requirement DBBC1 (Page 50 of the RFP) - Will the data center where the proposed system's equipment will reside (both, primary and backup sites) not provide any facility for automated incremental and full backup of the proposed system and its data? In other words, must we propose and include the cost of implementing any/all backup as part of the proposed system?	No. These systems and any data will exist in facilities separate from the State's main facilities. Yes. The offeror should propose and include the cost of implementing any/all backup as part of the proposed system and in accordance with the cost schedule guidance.
30. Regarding the ADMINS database referenced on various pages of the RFP - Can NIAC tell us the type and version of this database? (E.g., is it an Oracle 7.1 RDBMS system on Solaris, CICS database on IBM MVS etc?)	ADMINS is its own database engine and does not need Oracle or IBM DB2, nor is CICS used in updating the database. It is running on Microsoft servers. For more information regarding ADMINS, see http://www.admins.com

QUESTIONS	ANSWERS
31. Mobile Data Terminals referenced on Page 26 of the RFP, F. 4th paragraph - Many MDTs are "green screen" terminals. What parts of the desired system (which requirements) does the NIAC expect to meet on MDTs, knowing that output from many components of the proposed systems (e.g., CompStat output) simply cannot be displayed on such devices?	Offerors should state the requirements for MDT configuration for their system. There is no future scenario currently where full functionality of the CIS or MIS system will be placed on a MDT.
32. Requirement DBBC1, Page 50 of the RFP - Excluding catastrophic failure of the proposed system only, many catastrophic failure scenarios can be seen to destroy the hosting data center, connectivity to the backup system and even connectivity to integrated data sources. What limitations can Offerors presume over the NIAC's definition of a catastrophic event? In light of our assertion, can we presume that recovery is limited to the ability to bring the backup system into running state, regardless of whether the actual users of the systems (wherever they may be located) are able to access to this backup system over the network or not?	The presumption that recovery is limited to the ability to bring the backup system into a running state, regardless of whether the actual users of the systems (wherever they may be located) are able to access to this backup system over the network is correct.
33. From the RFP, Section 3, Data Sources for Inclusion, Page 28 and 29 - Does the NIAC expect that integration with all of the 22 data sources listed here will be fully completed, tested and rolled out into production within the 6-month implementation period? If not, does the NIAC consider some of these data sources to be at a priority for integration with the proposed system? If yes, please identify these data sources.	The State understands the envisioned 180 day implementation may not be proposed by vendors as being possible. Offerors should propose their implementation schedule that they can meet based on the 22 data sources. The priority systems would be all RMSs of NSP, LPD and OPD.

QUESTIONS	ANSWERS
34. Requirement SMWD 4, Page 51 of the RFP - The NIAC requires 2-years of warranty for software components that provide integration to data sources. These data sources are not controlled by the Offeror. Data size and query load growth rates or projections have also not been provided for any of the data sources, in the RFP. Can we presume that such warranty is limited by the state of each data source at IV&V Acceptance Testing? If not, can the NIAC provide any data regarding the size, complexity and existing query load and projects for the listed data sources?	No, some information as regards RMS activity is that Omaha annually adds approximately 10,000 cases. The State has created approximately 170,000 records over the past ten (10) years. The Lincoln RMS is developed in-house, and very sophisticated.
35. Requirements UI 3, Page 34, and GS 15, Page 37, of the RFP – Referring to UI 3, does the NIAC expect that each user will be able to configure a separate, custom inactivity timeout period? For example User-A configures their inactivity timeout to 20 minutes, User-B configures it to 1-day etc. Will there be no system-wide upper or lower limits to such per-user inactivity timeouts? Or, referring to GS 15, is the NIAC referring to a single, system-wide inactivity timeout limit for all users?	The system administrator must be able to set a system wide timeout that cannot be overridden by any user. E.g., if the system timeout is set to ten (10) minutes, it cannot be increased beyond that by a user.
36. Requirement DS 3, Page 35 of the RFP, and answer to Question 29 in Addendum Three – It appears that DS 3 together with your answer refers to the ability of the desired system to detect, for example, that a particular record has been expunged from its original data source and apply that expungement to the 'stored' copy of the same record in the desired system (where it has been stored as a result of a previous query). If our interpretation is correct, what delay is allowed from the time the original record is expunged, to the time the record is expunged from the proposed system?	This capability would only be in the event that a data warehouse is proposed (not the preferred solution of the stakeholders). If a data warehouse is proposed, then the offeror should state its capability to note the expungement in the system it proposes.

Otherwise, e.g., if the system is performing federated searches, no results of the search should be retained by the system on a permanent basis. |

QUESTIONS	ANSWERS
37. Requirement GS 11, Page 37 of the RFP - Does the NIAC adhere to a specific symmetric encryption standard, to which the proposed solution must comply? Or is simple 'inability to read' considered adequate (e.g., using a one-way hash function)?	The NIAC has no standard, other than stated in the Requirement GS 11, page 37 of the RFP.
38. Requirement USQ 2, Page 39 of the RFP - Can it be presumed that sharing of query history files is only permitted between users who have the same level of access to the proposed system? If not, will the NIAC comment upon any security concerns it may have or have not identified over the sharing of query histories?	Yes.
39. Requirement IDMC 2, Page 53 of the RFP - Can you please clarify the 'retention period clock' that can be presumably configured for several time periods (the plural has been used in the RFP)? Is the NIAC referring to setting a separate retention period clock for each intelligence case? Please provide additional details to help our understanding of the nature of this requirement.	This information is available in 28 CFR part 23; the retention period is five (5) years from the last modification of the record.
40. Requirement TA 10, Page 35 of the RFP – Please explain how objects are managed. (i.e., database compression, File compression, content addressable storage, etc.) – Please define what are objects in this project context?	Object is used in the sense of object-oriented databases. However, vendors need to address their capability regarding binary objects as well (Q15, page 32 and SQRC 4, page 47 of the RFP).
41. What will the State of Nebraska's projected project team structure be?	The Project Executive will be the NSP Chief of Investigative Services. A Project Manager will be selected, who will serve as the primary interface to the contractor and will be supported by technical staff.
42. Page 1, A Schedule of Events To be consistent with the four (4) day date change for first and second round questions will the State consider moving the Proposal Opening date back to June 30th?	See Addendum 5, the Schedule of Events has been amended to show the opening date of June 30, 2009. 2:00 P.M. Central Time.

QUESTIONS	ANSWERS
43. Page 7, Section L. Evaluation of Proposals states: "All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated" Page 8, Section N. Mandatory Requirements defines Mandatory Requirements. Page vii, defines Mandatory as, "Required, compulsory or obligatory". This is a similar definition as page vii, "Must", Page ix, "Shall" and page ix, "Will" which are often used in Section O, Specific System Requirements, Technical Requirements, Training Plans, Maintenance and Documentation on pages 31 – 53. Do the Mandatory Requirements referenced on Page 7, Section L refer to Page 8, Section N, alone, or – in addition to Section N – do the Mandatory Requirements in Section L also refer to those requirements containing the words, "Must", "Shall" and "Will" in Section O on pages 31 – 53? If the answer to the above is, "Yes", then how should proposals address conflicts? Two specific examples follow: Page 48, Section O, Requirement SQRC 11 specifies, "The application must be able to query the NCJIS system and accept its results from all its data sources, whether in the data warehouse or federally searched". Page 28, Section H, specifies, "…This does not preclude offerors from bidding systems that require a data warehouse;…", but the aforementioned, seemingly mandatory, requirement is in conflict with this. Page 35, Section O, Requirement DS 2 specifies, "The Application has the ability to access internal or external data sources and retrieve data on a query-by-query basis without importing the data to a data warehouse." This, too, is potentially in conflict with Page 28, Section H.	The Mandatory Requirements referenced on Page 7, Section II Subsection refer to Page 8, Section N alone. The definition of "must", "shall" and "will" are used consistently with their definition in the Glossary of Terms. As regards Section IV (O) only, starting on page 31, the possibility exists that "no" answers may be rendered by all bidders for a specific requirement containing "must", "shall" or "will", and more likely, one bidder will respond a "no" or "partial" answer for a specific requirement containing "must", "shall" or "will" , and another bidder will respond a "no" or "partial" to a different requirement containing "must", "shall" or "will". The State has no knowledge if any bidder will be able to answer yes to all Section IV (O) requirements containing "must", "shall" or "will". To this end, vendors should answer the questions accurately. In SQRC 11 , the reference to the data warehouse is the data warehouse that NCJIS uses. Currently, when a query is made to NCJIS, it mines its own data warehouse and federated searches other data, which it does not warehouse. As regards the DS2 example, a data warehouse solution is not preferred by the Nebraska stakeholders. Q1, page 31, allows any vendor proposing one to defend that type of solution. DS2 does not contain the words "must"," shall" or "will".

QUESTIONS	ANSWERS
44. Page 12, Section F.7: Will the State permit the contractor to provide the Certificate of Insurance subsequent to award as opposed to modifying the policies now to name the State as a Loss Payee or including a waiver of subrogation in favor of the State?	The offeror should submit their standard Certificate of Insurance with the proposal response. State Purchasing will work with the offeror(s) who receive an intent to contract to supply any supplemental modifications, e.g., waiver of subrogation in favor of the State, in order to meet the Certificate of Insurance requirements outlined in the RFP.
45. Page 28, 2 Location and Number of Users Are the following user populations unique for a total of 192 users or is there some overlap. Nebraska State Patrol (NSP): 20 Lincoln Police Department (LPD): 14 Omaha Police Department (OPD): 20 IMS Solution: 60 Dashboard Solution: 78	There is overlap. Each of the CIS users will use the IMS and the dashboard, if proposed.
46. Pages 28 and 29, Section H. General System Specifications and Project Requirements: Will the State please provide the Release Numbers and databases for each of the commercially available solutions/data sources that are to be included (e.g., Tiburon, Motorola)?	This information will be provided to the awarded offeror.
47. Page 31, Section N. Schedule and Plans: The State expects an implementation period of less than 180 days. For clarity, does this include access to the 22 data sources referenced in Section H.3 on Pages 28 and 29 within this time period? Have MOUs already been agreed and signed with the data source "owners"?	Please see answer to question #33. With the exception of 2 databases, the data is owned by the NIAC shareholders. MOUs are in progress and vendors will not be penalized for a delay regarding those.
48. Page 34, Section O, Requirement TA-17 specifies that, "The Offeror will identify the maximum amount of concurrent users the Application will support". Is the State seeking: How many concurrencies are included in the offerors' license, The maximum amount of concurrencies presently in Production at an offerors' customer, or The theoretical maximum number of concurrencies given the current COTS architecture	The information sought is how many users can be signed onto and utilizing the system at any given time.

QUESTIONS	ANSWERS
49. Page 51, Section O, Requirement SMWD 1: Please clarify this requirement. It specifies that online and/or telephone technical support be available 7 days a week with 1 hour response time, but then specifies 4 hour response time for Saturday and Sunday. Should the "Week Days" definition by 5 days, or 7 days?	The phrase "7 days a week" contained in SMWD1 is hereby amended to read "5 days a week".
50. Page 51, Section O, Requirement SMWD 2: For clarity, is the State seeking a proposal for 7x24x365 Maintenance and Support? If yes, should this be presented/priced as an optional component for the State? Is this support expected to be provided onsite 24x7x365, or is this up to the offeror?	The RFP is hereby amended to remove SMWD 2 and offerors need not respond to it. 7/24/365 maintenance will not be required. Please refer to answer to question #49 that clarifies Page 51, Section O, Requirement SMWD 1.
51. Page 1 The initial contract will be for a period of two years. Page 51, Section O, Requirements SMWD 4 specifies that the Warranty will be provided for two years after acceptance – which implies greater than a two-year period. Is this something the State is planning to include in a Survival clause, or is the contract term expected to include the implementation period?	The warranty period will exceed the contract term. Following the warranty period, the state expects to pay maintenance on the systems.
52. Is the vendor responsible for creating and maintaining backup and recovery facilities for the solution or does the State have an enterprise backup system which the solution needs to be integrated into?	The offeror is responsible for creating and implementing backup and recovery solutions.
53. We have noted the relational database technologies located within DS6, DS7, TA2 and on Page 28 and 29, the State listed 22 required data sources and 3 optional data sources. Will the State make all structured data sources available for a JDBC connection and are all data sources compatible with JDBC?	The awarded offeror will be supplied schemas and documentation to mine and query other systems as needed (Q11, page #32 of the RFP). Note, there is no requirement to modify databases that are mined. Although Java software is often open source now, the NIAC has no history using Sun products in the past and uses Microsoft Server software almost exclusively.

QUESTIONS	ANSWERS
54. Will the anticipated solution be required to integrate with an existing identity management solution or will the requirements for user administration and user authentication and access control be provided by the selected solution.	The requirements for user administration and user authentication and access control will be provided by the selected solution.
55. Related to IDMC 4: The intelligence management system resets the retention period clock for an object when the document has been exported. What is meant my "exported"?	The RFP is hereby amended to read "updated".
56. If the State misses the June 16 deadline for answering vendors' questions, will it extend the deadline for vendor proposals? IV.G (p.27):	The opening date and time stands at June 30, 2009, 2:00 P.M. Central Time.
57. Will NSP and NAIC have VPN/firewall access to the listed OPD, Lincoln PD, and NCJIS data source assets via the state network?	Yes.
58. IV.H.1 (p.28): Verify that Service Level estimates are exclusive of all data and network assets which are outside the purview and control of the vendor?	This is correct.
59. IV.H.2 (p.28): Can NSP provide an estimate of average number of concurrent users for CIS and IMS solutions?	See the answer to question #18.
60. IV.H.2 (p.28): Can NSP provide an estimate of average and max number of simultaneous queries which will be federated?	See the answer to question #18.
61. IV.H.3 (p.28): Does the NIAC/NSP provide a master query service	The term "master query service" is not clearly defined. NIAC/NSP uses an MNI as a foundation on most queries. NCJIS is a large data repository in Nebraska from which data is currently queried and contains many sources of information related to law enforcement. Its structure allows law enforcement to perform a federated search on much of the data it mines and/or stores in a data warehouse. NCJIS does not contain any of the 22 data sources listed.

QUESTIONS	ANSWERS
62. IV.H.3 (p.28): Has NIAC/NSP/PD agencies assessed and qualified the ability of existing OPD, LPD, NCJIS application databases to handle the expected increase in database queries, system loading, etc.?	Yes.
63. IV.H.3 (p.28): Do any of the existing NSP, OPD, LPD, NCJIS data sources possess existing web services which may be used for querying or must they be accessed using JDBC connections? Specifically: OPD CAD – Motorola – Which product is installed, and is there a data interchange product or API that OPD has access to? OPD RMS – What is the meaning of DB2/other in the database? Is there a JDBC connector for this database? Can vendors have access to documentation on the schema of the database? What is the meeting of "new SQL records"? OPD Gang Database Can vendors have access to documentation (or the development team) on the schema of the database? Is there a JDBC connector for this database? NSP RMS Old – Is this a home-built system? Can vendors have access to documentation (or the development team) on the schema of the database? Is there a JDBC connector for this database?	NCJIS is accessible from the web. As regards all questions regarding JDBC connectors, they are available from vendors. OPD utilizes the Premier CAD from Motorola. There is no access to a data interchange product currently. The meaning of DB2/other is the following database mentioned immediately underneath it in the RFP, the MS SQL database (new SQL records). It is a layer created to facilitate easier access. Any data base documentation will be provided as required and available to the awarded offeror(s) NSP Old is a Lotus Notes database. It contains the RMS records from 2000-March 2009. RMS prior to that are being moved to Filebound from microfiche.
64. IV.H.3 (p.28): Does the Filebound application possess a backend SQL database?	Yes.
65. IV.H.3 (p.28): Please specify the Accident Record Division data source; what kind of data is being stored, is it stored in a database (what kind?) and is does it use a commercial COTS product or homegrown?	It is homegrown, and stored in DB2, utilizing the OS390 OS; typical accident information and accident investigation information is stored including narratives and drawings and the form has approximately 300 fields.
66. IV.H.3 (p.28): Please specify the NSP Intel data source; what kind of data is being stored, is it stored in a database (what kind?) and is does it use a commercial COTS product or homegrown? Will the data contained in this database be migrated to the new IMS?	The current Intel system is in Lotus Notes, is homegrown and uses an MNI. Migration of the old data is dependent upon the awarded solution.

QUESTIONS	ANSWERS
67. IV.H.3 (p.28): Please specify the NEW ISS TBD data source; what kind of data is being stored, is it stored in a database (what kind?) and is does it use a commercial COTS product or homegrown?	The "new ISS system" represents the Patrol Criminal History data base. It is in Microsoft SQL.
68. IV.H.3 (p.28): Please specify the Sex Offender data source; is the database accessible via NCJIS or separately accessible, is it stored in a database (what kind?) and is does it use a commercial COTS product or homegrown?	The Sex Offender Data base is in Lotus Notes/Domino and maintained by the State Patrol. It has various appearances that can be accessed, based on level of access authorized. Additionally, NCJIS has access to it and can be searched via that method. It is homegrown.
69. IV.H.3 (p.28): Please specify the version Penlink data source being used by NSP.	Version 8.0.
70. IV.H.3 (p.28): Please specify the Missing Person data source; is the database accessible via NCJIS or separately accessible, is it stored in a database (what kind?) and is does it use a commercial COTS product or homegrown?	It is an MS Access data base; Limited, but publically viewable (limited items).
71. IV.H.3 (p.28): Please quantify the number of Master Name Indexes (MNIs) under consideration for the NIAC project. Are MNIs independent of the data sources named in section IV.H.3?	There is one MNI in use at NSP and it is in use for the current intelligence system (NeLein); the new Tiburon RMS does not use the MNI. Prior to the implementation of the new Tiburon RMS in March 2009, the MNI was used for field interviews and the RMS case file. OPD, LPD and NCJIS each have MNIs. Their independence is based on the methodology used by the offeror.
72. IV.H.3 (p.28): Please specify the OPD and LPD shot data sources; are the mug shots stored in databases separate from their RMS database? What kind of databases are used for storing the mug shots and is does it use a commercial COTS product or homegrown? Do the mug shots databases include indexing to enable federated querying?	OPD mug shots are stored with corrections systems, They are stored in an SQL 2000 server that is being upgraded to MS SQL 2008; Dataworks software is used. LPD also uses Dataworks to query its mug shots, which are stored in its ADMINS RMS.
73. IV.H.3 (p.28): Is the state AFIS system accessible directly or must it be accessed via the state switch?	Directly.

QUESTIONS	ANSWERS
74. IV.H.3 (p.29) Are the following data sources in scope (Slueth, SAR and N-Dex)? Should vendors prepare Statements of Work and Pricing to accommodate these? If yes, please define how we interface with these data sources, are they for querying or also send data back? What would the State like to see from vendors?	No, No.
75. IV.M (p30): the RFP states that offeror solution will be in compliance and support the listed standards. How will the State verify compliance?	The offerors should state how they are compliant and how they determined their compliance.
76. IV.M (p30): please describe the applicability of the HIPAA standard.	The applicable HIPPA standards relate to strength of password and timeout capability.
77. IV.M (p30): Will the State provide guidance on what subset of the NIEM they wish to use or is the offeror free to choose?	The offeror is free to choose; the State will evaluate based on the offering.
78. IV.M (p30): Will the State provide guidance or preference on the manner in which the NIEM data model is to be utilized as part of the overall data sharing architecture?	Outputs from the system must be able to be shared with other law enforcement in NIEM format.
79. IV.M (p30): Does the State require that the offeror develop an IEPD in support of utilizing the NIEM data model or will the State provide one?	The State does not have an IEPD; the offeror must develop and IEPD.
80. From the requirements matrix: TA-10: Can you clarify what is meant by the term "objects"?	Object is used in the sense of object-oriented databases. However, offerors need to address their capability regarding binary objects as well (Q15, page 32 and SQRC 4, page 47 of the RFP.)
81. I would like to know if you have a published budget for this project?	See the answer to question #2.
82. Are methodologies for connecting to each data source already defined, or should discovery of the methodologies to connect be part of the scope of work?	No, the methodologies are not defined. The offerors will implement their solution to connect the data sources listed and provide a means to connect additional data sources in the future, either by the NIAC or by other means.
83. Regarding items TA-5 and TA-6, are both a client and web interface required?	No, the items were designed to determine the interface options.

QUESTIONS	ANSWERS
84. Regarding item TA-10, by "objects" are you referring to binary data objects?	Object is used in the sense of object-oriented databases. However, vendors need to address their capability regarding binary objects as well (Q15, page 32 and SQRC 4, page 47 of the RFP)
85. Regarding item DSR-6, when you refer to "Information Received", does this mean that the complete result set from the query should be stored in the audit log?	No. This is not desired; if a query involved data from the IMS, the NIAC does not want to store query results that would be subject to 28 CFR 28 on the CIS.

86. Section H.3 on Pages 28 and 29 - Data Sources for Inclusion, identifies a number of RMS/CAD systems whose data should be made available. Some of the data contained in these systems may not be part of the NIEM/NDEX structure.
 	
    a. Should proposers assume that these additional data elements be made available in the proposed solution even if it requires modification to the COTS software?
    b. Do these systems contain unstructured text narratives? If yes, should proposers assume that the State expects these unstructured text narratives be made available, and that the text within the narratives be searchable?
	86a. Yes.
	86b. Yes to all.

QUESTIONS	ANSWERS
87. Section O, Q16 on Page 33 - This question implies that the NIAC may wish to have the ability to make minor modifications to the application system. Is it safe to assume that the NIAC does not want to have to depend on the contractor to make changes subsequent to implementation? Should proposers assume that it is required that the proposed costs include the licenses, permissions, training and tools for designated NIAC personnel to perform activities such as,: c. Configuration changes d. Creating/updating data elements e. Creating/updating fields f. Modifying field lengths g. Creating/updating drop down boxes and/or their default/required contents h. Creating new forms i. Modifying existing forms j. Creating new entities k. Modifying existing entities l. Creating/updating tabs, default values, workflow notifications, etc m. Add new data sources n. Modify existing data sources	Correct; the NIAC does not prefer to depend on the contractor to make the changes listed.
88. Is it a requirement, preferential or neither for the proposed Intelligence solution to have previously been reviewed for compliance with 28CFR by IIR?	The offeror should specify how their solution meets/supports the requirements as stated in 28 CFR part 23.
89. Section O, Q9 and TA5 on Pages 32 and 33 - MDT's and PDA's vary widely in capability and functionality supported. Can you provide us with details of the specific makes and models of PDA's and MDT's you would wish the application to support?	The systems vary amongst the stakeholders. Offerors should state the MDT/PDA system requirements for their applications. This is not a current requirement and would be implemented in the future.
90. Section O, TA3 on Page 33, In the context of this question, does SQL refer to 'Structured Query Language' or Microsoft's 'SQL Server' Relational Database Management System?	Microsoft's 'SQL Server' Relational Database Management System.

QUESTIONS	ANSWERS
91. Section O, TA10 and IDMC5 on Pages 34 and 53 - The term 'object' can have many different meanings in software development. In the context of the questions above, can you provide your definition of 'object'?	Offerors should explain their process of mapping objects with relational databases and how any imbalance in mappings and how the imbalance is addressed.
92. MDT's and PDA's vary widely in capability and functionality supported. Can you provide us with details of the specific makes and models of PDA's and MDT's you would wish the application to support?	Offerors should state the requirements for MDT configuration for their system. Each jurisdiction has a different configuration. There is no future scenario currently where full functionality of the CIS or MIS system will be placed on a MDT.
93. Section O, TA3 on Page 33, In the context of this question, does SQL refer to 'Structured Query Language' or Microsoft's 'SQL Server' Relational Database Management System?	Microsoft's 'SQL Server' Relational Database Management System.
94. Section O, TA10 and IDMC5 on Pages 34 and 53 - The term 'object' can have many different meanings in software development. In the context of the questions above, can you provide your definition of 'object'?	See the answer to question #40.
95. RFP Section V. Proposal Instructions, paragraph 3h: Is the limitation of 3 narrative project descriptions a per-company limitation, or per-bid limitation? Specifically, in 3h(ii) would the state consider 3 narrative project descriptions for each company represented in a teamed or prime+subcontractor(s) bid?	Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically Identified as subcontractor projects. The answer to the second question is yes.
96. Is the past-performance and capabilities matrix limited to just three citations, or as many as are applicable?	Offerors are not limited to three (3), but the State will use no more than three (3) narrative project descriptions as part of the evaluation process.
97. The RFP mentions integration or compatibility with Sharepoint and ESRI - does the State already have enterprise assets and licensing for these products, or is the expectation that the contractor will provide?	The State has an enterprise license for SharePoint. The contractor requirement is to install the product in the NIAC environment and integrate it with the applications.

QUESTIONS	ANSWERS
98. RFP Section IV. Project Description and Scope of Work, paragraph F1: Please expand on the functionality of the Sharepoint Dashboard.	Features include logging function for all fusion center events; shared mailbox for the fusion center; standardized forms, e.g., SAR; Menu system to access all fusion center applications; single log-on for all applications. Additionally, please refer to the first round questions posted on the procurement website. http://www.das.state.ne.us/materiel/purchasing/2935add3.doc
99. Application Description – Technical Requirements: TA5 and TA6 seem to be in contradiction: (TA5) Application requires a client installed interface. (TA6) Application has a fully functioned (sic) WEB based interface and requires no client installation. a. Is the intention to permit either approach? Is one preferable to the other?	The items were designed to determine the interface options. Offerors should propose their best solution.
100. Does the State intend to provide the mapping data required for the fusion center? If not, is a specific set of maps available for inclusion in the proposed solution?	Yes.
101. Are the selected COTs products part of the bid proposal or will it be part of another IT budget from the state?	The selected COTS products are part of the bid proposal.
102. What is the physical distance between the main site and backup site(s)?	Approximately five (5) miles.
103. Is there an existing tape backup/archiving infrastructure in place? If so, please describe.	The offeror is responsible for creating and implementing backup and recovery solutions, irrespective to existing systems. Existing systems will not be used.
104. Application Description – Technical Requirements: Is the intent behind Requirement UI3 that each individual user is able to set their inactivity timeout?	The system administrator must be able to set a system wide timeout that cannot be overridden by any user. E.g., if the system timeout is set to ten (10) minutes, it cannot be increased beyond that by a user.

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Dave Heineman, Governor

ADDENDUM SIX

DATE: June 16, 2009

TO: All Vendors

FROM: Robert Thompson, Buyer
             State Purchasing Bureau

RE: Questions and Answers for RFP Number 2935Z1
             to be opened June 30, 2009, at 2 PM Central Time

SCOPE OF ADDENDUM

The RFP Schedule of Events is hereby amended:

7.	State Responds to Second Round of Written Questions Through Request for Proposal Addendum and/or Amendment to be posted to the Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	~~June 16, 2009~~ **June 19, 2009**

This addendum will become part of the proposal and should be acknowledged with the RFP.

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ADDENDUM FIVE

DATE: June 11, 2009

TO: All Vendors

FROM: Robert Thompson, Buyer
             State Purchasing Bureau

RE: Questions and Answers for RFP Number 2935Z1
             to be opened ~~June 26, 2009~~ June 30, 2009, at 2 PM Central Time

SCOPE OF ADDENDUM

The RFP is hereby amended to provide the Cost Schedule: Attachment A, (in conjunction with section V, subsection B) which is to be included with the RFP response, and to amend the following, including the schedule of events.

The 2 year warranty will include all maintenance and support; the warranty period will commence upon system acceptance. The warranty covers all items procured under the contract.

The State of Nebraska reserves the right to procure optional items for a two year period from date of award.

Section IV, subsection P is to read as follows: "An implemented, turnkey CIS or IMS application system in accordance with the capabilities as stated in Section IV including:"

Section IV, subsection P, item 8, does not apply to IMS. The CIS must mine the IMS.

.

	Last Day to Submit Second Round of Written Questions	~~June 5, 2009~~ ~~June 9, 2009~~ **June 12, 2009**
1.	State Responds to Second Round of Written Questions Through Request for Proposal Addendum and/or Amendment to be posted to the Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	~~June 12, 2009~~ **June 16, 2009**
2.	Last Day to Submit Letter of Intent To Bid	~~June 15, 2009~~ **June 16, 2009**

3.	Proposal Opening
	Location: Nebraska State Office Building
	        State Purchasing Bureau
	        301 Centennial Mall South, Mall Level
	        Lincoln, NE 68508
		~~June 26, 2009~~ **June 30, 2009** 2:00 p.m. Central Time

4.	Review for Conformance of Mandatory Requirements	~~June 26, 2009~~ **June 30, 2009**
5.	Evaluation Period	~~June 29, 2009~~ **July 1, 2009 through** **July 10, 2009**
6.	Presentations and/or Demonstrations (if required)	July 20, 2009 through July 22, 2009
7.	Site Visits (if required)	July 27, 2009 through July 31, 2009
8.	Post Letter of Intent to Contract to Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	August 6, 2009
9.	Contract Award	August 21, 2009
10.	Contractor Start Date	September 1, 2009

This addendum will become part of the proposal and should be acknowledged with the RFP.

Administrative Services

Dave Heineman, Governor

ADDENDUM FOUR

DATE: June 9, 2009

TO: All Vendors

FROM: Robert Thompson, Buyer
             State Purchasing Bureau

RE: Schedule of Events Changes for RFP Number 2935Z1
             to be opened June 26, 2009, 2:00 PM Central Time

Following are the questions submitted and answers provided for the above mentioned Request For Proposal. The questions and answers are to be considered as part of the Request For Proposal.

6.	Last Day to Submit Second Round of Written Questions	~~June 5, 2009~~ ~~June 9, 2009~~ June 12, 2009
7.	State Responds to Second Round of Written Questions Through Request for Proposal Addendum and/or Amendment to be posted to the Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	~~June 12, 2009~~ June 16, 2009
8.	Last Day to Submit Letter of Intent To Bid	~~June 15, 2009~~ June 16, 2009

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ADDENDUM THREE

DATE: June 4, 2009

TO: All Vendors

FROM: Robert Thompson, Buyer
             State Purchasing Bureau

RE: Schedule of Events Changes and First Round Questions and Answers
             for RFP Number 2935Z1 to be opened June 26, 2009, 2 PM Central Time

Following are the questions submitted and answers provided for the above mentioned
Request For Proposal. The questions and answers are to be considered as part of the
Request For Proposal.

5.	State Responds to First Round Written Questions Through Request for Proposal Addendum and/or Amendment to be posted to the Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	~~June 1, 2009~~ June 4, 2009
6.	Last Day to Submit Second Round of Written Questions	~~June 5, 2009~~ June 9, 2009
7.	State Responds to Second Round of Written Questions Through Request for Proposal Addendum and/or Amendment to be posted to the Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	~~June 12, 2009~~ June 16, 2009
8.	Last Day to Submit Letter of Intent To Bid	~~June 15, 2009~~ June 16, 2009

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QUESTIONS	ANSWERS
1. Section III Terms and Conditions Subsection EE Performance Bond - Is the bond intended to be in place for the duration of the entire contract i.e. 2 years, and/or annually renewable for up to 5 additional years?	See Paragraph EE, PG 17. It states "The selected contractor will be required to supply a certified check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods…….The bond or certified check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.
2. Section III Terms and Conditions Subsection EE Performance Bond - Will the performance bond be released at the time the implementation is completed and accepted by the State based on the requested 180 day implementation schedule?	See the answer to 1 above.
3. Section V Proposal Subsection C. Payment Schedule – Can you please define when the 25% retainage is paid – after project completion or at the end of the contract?	As stated in paragraph DD, page 17 - "The entire retainage amount will be payable upon successful completion of the project."
4. Section IV.C Page 24 C.4 < case management for criminal cases will utilize existing software capabilitites> Will the existing case management for criminal cases integrate with the new Criminal Information System (CIS)? What are the existing criminal case management capabilities?	The level of integration sought regarding criminal data, e.g., case management files for criminal cases, is that the existing repositories of data will be mined via federated search; these repositories are listed on pgs 28 and 29 of the RFP. Each of the jurisdictions uses different criminal case management methods and means of storing criminal data; each is reflective of the commonly found items in police department records management systems. Offerors, in their solution, will provide any software required to mine this data, including making the mining functional returning the mined data to the fusion engine proposed in the solution. Seamlessly, the fusion process will process the data creating the intelligence products.

QUESTIONS	ANSWERS
5. Reference III.L – Will the State consider releasing evaluation criteria so vendors can determine the relative importance of all stated requirements, so the responses can emphasize the most important areas?	No.
6. Reference III.E – Does the State intend that they have unlimited rights to vendor proprietary information?	Section III E. pg 10 specifically says "The State of Nebraska shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the contractor pursuant to this contract." Please also refer to Part III, section PP., page 20.
7. Reference III.Z – Does the State have funds identified for the Base period and all option periods? If no, what periods do have identified funds?	There will be no release of funding information.
8. Reference III.XX – When are the Disaster Recovery and Backup Plans due to be delivered to the State?	After award – the vendor will need access to State plans and facilities to complete this. These plans are subject to the IV&V process. This item is different than the item addressed in question 39 below, which must be in the proposal.
9. Reverence IV.C – Will the State accept a cost-effective, secure solution that uses Virtual Servers that are located off-site that includes licensed operating systems and licensed COTS applications?	No.
10. Reference IV.C – Does the State provided network connectivity includes access to additional data sources beyond the required Data Source list?	The state will provide network access to the data sources as listed on pgs 28 and 29.
11. Reference IV.D – Does the COTS requirement include providing Open Source applications? Is there any restriction about providing Open Source solutions that meet stated requirements?	The requirement is COTS. It is not possible to answer the question further without specific details regarding the open source product, e.g., to what extent is the open source product maintained by the vendor and proliferated in the marketplace.

	QUESTIONS	ANSWERS
12.	Reference IV.D – Since applications are composed of many separate components, does the COTS reference include all components? The COTS reference seems to preclude a State specific customization, is that the intent?	The requirement is COTS, and not "out of the box (which means no customization is allowed). The NIAC is seeking a proven, commercially available solution, not a totally custom solution developed specifically for the NIAC. From that perspective, some customization may be needed to meet specific requirements.
13.	Reference IV.D – If a single application is proposed for the CIS and IMS solutions, does the State intend that there be two separate instances? Is there an intent to have information separation, similar to Classification mechanisms (e.g., Confidential, Secret, etc.) to prevent unauthorized access to information resident on either system?	If a single application is proposed, one instance is acceptable if the Criminal and Intel data are minimally, logically separate and the requirements for each system are addressed.
14.	Reference IV.E – Is the reference to NIEM compliance intended to be only for information for intra and inter-system information exchange? Is there a requirement for internal storage to be NIEM compliant?	Minimum NIEM compliancy requirements are found in the Baseline Document For Fusion Centers, September 2008. Also, see items DSR 1-6 on page 38. The DHS baseline document is found at :http://it.ojp.gov/default.aspx?area=privacy&page=1262
15.	Reference IV.E – Is there an indication of the number of hard-copy reports and a page count that would need to be included as a data source? Does the State intend to scan-in the hard copy reports or is it intended that the scanning and metadata development be included as part of this effort?	Any requirement for data in hard copy format will be scanned by the State.
16.	Reference IV.E 0- there is a reference to an implementation plan to access data in various database formats. Is it intended that this effort will implement that plan and if so should that be included in the proposal?	The offeror must include an implementation plan that addresses the integration of these existing database sources into the proposed solution and implement the integration.

QUESTIONS	ANSWERS
17. Reference IV.F.1 – Is it intended that the Dashboard access to the systems being purchased, be used for end-users to provide feedback to implementers pertaining to State specific customization of the CIS and IMS applications? If so, how is it envisioned that the 180-day delivery schedule and warranty provisions would be affected by User comments on the applications?	No. The SharePoint would be used in conjunction with Fusion Center activities after the products are installed.
18. Reference IV.G – The provision to provide a bandwidth specification depends on number of concurrent users, number of data source, etc. over the network topology. Is in intended that the specification be for all identified network segments or for specific interface points?	The numbers of the initial users are provided. The intent is all networks segments.
19. Reference IV.H.2 – There is a provision for concurrent user licenses for the IMS and Dashboard Solutions, but not for the CIS solution. Since the same application could be used for the CIS and IMS solutions, should licenses also be specified for the CIS Solution?	The vendor must provide users permission/ licenses to utilize all the system proposed in accordance with the user populations stated in IV. H. 2.
20. Reference IV.H.3 – Can it be assumed that all the referenced data sources are NIEM compliant?	No.
21. Reference IV.H.3 – Is it intended that the Optional data sources be included in the proposal? Is there documentation that describes these optional data sources?	No. The vendor should state its ability to access these sources in the future, if available, to the State.
22. Reference IV.I – Does the exclusive specification of Dell Servers preclude the use of a cost-effective, secure, virtual server solution using commercial Cloud Computing solution?	Yes.
23. Reference IV.J.2 – The reference to electronic logging of problems and defects detected during testing and acceptance is not possible for User Interface issues and comments. Is it the intent to have electronic logging for those test cases that will support that logging capability?	The intent is to track problems.

QUESTIONS	ANSWERS
24. Reference IV.J.2 – Can Open Source solutions be used for Configuration Management and defect tracking?	Only if the Open Source has characteristics of a COTS product, e.g., users manual and can be maintained by State personnel.
25. Reference IV.K – Is it the intent to have a pre-award demonstration of all the specified capability? Is so what is the time period when this demonstration would be conducted?	See sections I A (dates) and II G (ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS) of the RFP.
26. Reference IV.M.4 – We are having a problem locating the September 2008, DHS Fusion Center Baseline capabilities. Can the State provide access to the reference document?	This document is available from http://it.ojp.gov/default.aspx?area=privacy&page=1262
27. Reference IV.N – There is a sentence fragment that includes the words "Training Plan". Is there a requirement or is this a typo?	This is a requirement. See the I "SIT" items on page 52. The training plan should address SIT items 1-3.
28. Reference IV.N – Will the State accept a Spiral implementation plan that delivers partial capability earlier, but extends the complete solution beyond 180-days?	Yes, dependent upon to the partial capability delivered and the time in excess of 180 days.
29. The RFP mentions several places about ETL and federated queries. Is it expected that the system will be a hybrid of some ETL into a warehouse and some queried real-time (not ETL into a warehouse). If so, can you specify which sources are not to be ETL into a warehouse?	It is not the intent that the CIS will create a data warehouse. The system, given a query, should extract data from outside sources, transform it to fit operational needs and load it into a target area (file or other storage configuration) where it can use the data for the fusion process. The file/storage area could be retained or deleted in accordance with administration rules for handling queries performed. The IMS, because it will be used for case management, will utilize a database to store intel case information which must do so in compliance with 28CFR23.
30. Is case management limited to the Intel solution?	Yes.
31. Are there key Case Management functions that must be addressed?	In addition to item IDMC 1-11 listed on pages 53-54, vendors should clearly state the capabilities of their system including how it manages different types of criminal activity, e.g., gangs and other features such as tracking costs associated with any given case.

QUESTIONS	ANSWERS
32. Is Share-Point a requirement or a preferred item?	SharePoint is not the required dashboard requirement nor is it a requirement to bid a dashboard product. SharePoint does perform in line with shareholder expectations. Modules such as sharepoint will be requested to be bid as an option in the forthcoming cost sheet/addendum
33. Is the intent behind Share-Point to provide a unified dashboard for multiple applications?	Yes, as an option (SharePoint or similar product).
34. What are the key features that the unified dashboard needs whether it is inside or outside Share-Point?	Features include logging function for all fusion center events; shared mailbox for the fusion center; standardized forms, e.g., SAR; Menu system to access all fusion center applications; single log-on for all applications.
35. How deeply integrated into Share-Point should the system be? Is the State contemplating alternatives to Share-Point?	Integration should be proposed by the offeror. Offerors are not restricted to the SharePoint application.
36. Please describe "Filebound/OCR", ADMINS, Lotus Notes and Dominos and what types of unstructured data are contained and what are the volumes.	These contain RMS records of the various stakeholder agencies, written by law enforcement officers regarding an incident. The "volumes" question was not understood.
37. What other data sources contain unstructured data or information?	Other unstructured data is primarily narratives in CAD records, Suspicious Activity Reports, and Internet search results.
38. Is the NEIM requirement only for the integration point between the CIS and the IMS? If the answer is no, what interfaces require NEIM compliance?	No. The systems essentially should be able to accept and produce outputs that are NIEM compliant. NIEM compliancy requirements are found in the Baseline Document For Fusion Centers, September 2008.
39. In an emergency disaster scenario when a thirty minute down time has elapsed and the system has switched to the backup server, is it expected that a data warehouse incremental feed will queue data until the original system is restored, or immediately switch to feeding the backup system?	See item DBBC1 on page 50 of the RFP. "The Offeror will describe how data backups and disaster recovery will be achieved. The utilization of redundant hot site(s) is a requirement. Data backups and disaster recovery approaches will be documented for both the primary and redundant systems.
40. Does the application need to be web-based or can the proposed application be loaded from a web page and run locally using Java?	Offerors should specify the user interface for its product.

QUESTIONS	ANSWERS
41. With regard for Page 35, D5: The application is able to automatically capture metadata of agency systems including database names, table names, field names, field lengths, field types, primary and secondary fields and foreign key relationships – Does this refer to pre or post deployment?	This item refers to the ability of the system to interface with a data source and query it initially. It could be pre or post deployment (as new data sources are added). It is intended to determine how easily new data sources can be added for the query/mining process.
42. What is the intended use for the meta-data mentioned in question 13?	Question 13 on pg 32 does not mention metadata. It is mentioned in question 11. The state would like to have whatever information requiring databases ready for the vendor to facilitate the requisite database alignment and mining.
43. Can the "field-level relationships" mentioned in page 36, DMC be described?	For example, in mined databases, the last name field in each is determined and searched concurrently with the other databases, not consecutively.
44. The RFP references many databases, NIEM standards, and various user role-privilege capabilities. Will the Nebraska Fusion Center system require single-sign on validation of credentials for users for access to systems, data for exchange via web services, or aggregated search?	Single sign-on for all systems proposed or optionally proposed is desired.
45. Incident Analysis and Mapping Capabilities – Will the system require the ability to publish data searches, heat maps, and other products in other file formats - .kmz/KML for Google Maps – Google Earth?	IAMC 1-12 pages 48 and 49 contains the items requiring responses as regards Incident analysis and mapping. If not specifically addressed in the requirements, it does not preclude the vendor from proposing addition capabilities.
46. Are data elements geo-coded in any of the Data Source System? Are LAT-LONs recorded for incident and other data types?	No. No.
47. In addition to a redundant back-up system, will there be the need to create a testing environment for training and future configuration management/code release updates/software migration activities?	Yes; this capability should be priced as an option.

QUESTIONS	ANSWERS
48. Is there a Nebraska Certification and Accreditation process required with the installation of any new systems? Will the contractor be responsible for the creation of any security artifacts for this process?	Accreditation will minimally include the approve QA plans of the vendor and the IV&V process. The state has guidelines that must be met and are available from their website. These guidelines are listed on www.nitc.state.ne.us/standards/index.html.
49. Can you provide the I2 modules that you are currently using? Is there any interest in directly integrating the I2 functionality within the Fusion Center application?	The NIAC has licenses for I2 Analyst Notebook v7 and iCase5. It is the vendor's option to bid their selected solution with the product they choose to use.
50. If an oral presentation/demo is performed, will you provide scenarios prior to the presentations?	In the event oral/presentations/demo is required, firms will be notified regarding the agenda at that time. See section II G, page 5 of the RFP.

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Dave Heineman, Governor

INVITATION TO BID (ITB) ADDENDUM

Addendum Number: ONE   Date of Addendum: June 01, 2009

Buyer: Robert Thompson

Solicitation Number: 2935Z1

SCOPE OF ADDENDUM

SCHEDULE OF EVENTS
　　The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

1.	State Responds to First Round Written Questions Through Request for Proposal Addendum and/or Amendment to be posted to the Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	~~June 1, 2009~~ **TBA**

This addendum will become part of the bid and should be acknowledged with the ITB.

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INVITATION TO BID (ITB) ADDENDUM

Addendum Number: ONE   Date of Addendum: May 27, 2009

Buyer: Robert Thompson

Solicitation Number: 2935Z1

SCOPE OF ADDENDUM

Due to technical difficulties the conference call has been rescheduled:

SCHEDULE OF EVENTS
The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
4.	Pre-Proposal Conference via Conference Call Dial-in Bridge: ~~888-866-4213~~ **888-222-0475** **Attendees will use code: 3815171**	~~May 27, 2009~~ **June 3, 2009** 1:30 p.m. - 2:30 p.m. Central Time

This addendum will become part of the bid and should be acknowledged with the ITB.

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State of Nebraska (State Purchasing Bureau)
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

SOLICITATION NUMBER	RELEASE DATE
RFP 2935Z1	**May 19, 2009**
OPENING DATE AND TIME	PROCUREMENT CONTACT
June 26, 2009 2:00 p.m. Central Time	**Robert Thompson/Ruth Gray**

This form is part of the specification package and must be signed and returned, along with proposal documents, by the opening date and time specified.
PLEASE READ CAREFULLY!
SCOPE OF SERVICE

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 2935Z1 for the purpose of selecting a qualified contractor(s) to provide a turnkey solution for software systems to be used in conjunction with its Fusion Center operations at the Nebraska Information and Analysis Center (NIAC).

Written questions prior to the pre-proposal teleconference, are due no later than May 22, 2009 and questions following the pre-proposal teleconference are due no later than June 5, 2009. Questions should be submitted via e-mail to matpurch.dasmat@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-2089.

A pre-proposal teleconference will be held on May 27, 2009.

Bidder should submit one (1) original and nine (9) copies of the entire proposal.   In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in State Purchasing by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows:
   http://www.das.state.ne.us/materiel/purchasing/
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request For Proposal For Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions (see Section III) and certifies bidder maintains a drug free work place environment.

FIRM:

COMPLETE ADDRESS:

TELEPHONE NUMBER: FAX NUMBER:

SIGNATURE: DATE:

TYPED NAME & TITLE OF SIGNER:

TABLE OF CONTENTS

GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Addendum: Something added or deleted.

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any officer or agency established by the Constitution of Nebraska.

Agent: A person authorized by a superior or organization to act on their behalf.

Amend: To alter or change by adding, subtracting, or substituting. A contract can be amended only by the parties participating in the contract. A written contract can only be amended in writing.

Amendment: Written correction or alteration.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Best and Final Offer (BAFO): A second-stage bid in a public procurement for services.

Bid: The executed document submitted by a bidder in response to a Request for Proposal.

Bid Bond: A bond given by a surety on behalf of the bidder to ensure that the bidder will enter into the contract as bid and is retained by the State from the date of the bid opening to the date of contract signing.

Bidder: Any person or entity submitting a competitive bid response to a solicitation.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Any weekday, excepting public holidays.

Calendar Day: Every day shown on the calendar; Saturdays, Sundays and State/Federal holidays included. Not to be confused with "Work Day".

Collusion: A secret agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful or unlawful purpose.

Commercial, Off-The-Shelf (COTS): Software or hardware that are ready-made and available for sale, lease, or license to the general public.

Revised: 10/01/08

Competition: The process by which two or more vendors vie to secure the business of a purchaser by offering the most favorable terms as to price, quality, delivery and/or service.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would provide.

Contract: An agreement between two or more persons to perform a specific act or acts.

Contract Administration: The Management of various facets of contracts to assure that the contractors total performance is in accordance with the contractual commitments and obligations to the purchaser are fulfilled.

Contract Management: Includes reviewing and approving of changes, executing renewals, handling disciplinary actions, adding additional users, and any other form of action that could change the contract.

Contractor: Any person or entity that supplies goods and/or services.

Conversion Period: A period of time not to exceed six (6) months, during which the State converts to a new Operating System under "Conversion" as per this RFP.

Copyright: A grant to a writer/artist that recognizes sole authorship/creation of a work and protects the creator's interest(s) therein.

CPU: Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

Default: The omission or failure to perform a contractual duty.

Deviation: Any proposed change(s) or alteration(s) to either the contractual language or deliverables within the scope of this Request for Proposal.

Documentation: The user manuals and any other materials in any form or medium customarily provided by the contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Evaluation Committee: A committee (or committees) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals.

Evaluation of Proposal: The process of examining a proposal after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the proposal that relate to determination of the successful bidder.

Revised: 10/01/08

Extension: A provision, or exercise of a provision, of a contract that allows a continuance of the contract (at the option of the State of Nebraska) for an additional time according to contract conditions. Not to be confused with "Renewals."

F.O.B. Destination: Free on Board. The delivery charges have been included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation is a corporation that was formed (i.e. incorporated) in another state but transacting business in Nebraska pursuant to a certificate of authority issued by the Nebraska Secretary of State.

Installation Date: The date when the procedures described in "Installation by Contractor, and Installation by State", as found in the RFP, are completed.

Late Proposal: A proposal received at the place specified in the solicitation after the date and time designated for all proposals to be received.

Licensed Software: Any and all software and documentation by which the State acquires or is granted any rights under the contract.

Mandatory: Required, compulsory or obligatory.

May: Denotes discretion.

Module: A collection of routines and data structures that perform a specific function of the Licensed Software.

Must: Denotes the imperative, required, compulsory or obligatory.

Offeror: Any person or entity submitting a competitive bid response to a solicitation.

Opening Date: Specified date and time for the public opening of received, labeled and sealed formal proposals. Not to be confused with "Release Date".

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Outsourcing: Acquiring computing or related services from a source outside of the State of Nebraska which may include programming and/or executing the State's Licensed Software on the State's CPU's, programming, and/or executing the State's programs and Licensed Software on the contractor's CPU's or any mix thereof.

Outsourcing Company: A company that provides Outsourcing Services under contract to the State.

Performance Bond: A bond given by a surety on behalf of the contractor to ensure the timely and proper (in sole estimation of the State) performance of a contract.

Revised: 10/01/08

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Pre-Proposal Conference: A meeting scheduled for the purpose of providing clarification regarding a Request for Proposal and related expectations.

Product: A module, a system, or any other software-related item provided by the contractor to the State.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any "Critical Program Error."

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

Project: The total of all software, documentation, and services to be provided by the contractor under this contract.

Proposal: The executed document submitted by a bidder in response to a Request for Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Protest: A complaint about a governmental action or decision related to a Request for Proposal or the resultant contract, brought by a prospective bidder, a bidder, a contractor, or other interested party to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening proposals, conducted at the time and place specified in the Request for Proposal, and in the presence of anyone who wishes to attend.

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the contractor.

Release Date: Date of release of the Request for Proposal to the public for submission of proposal responses. Not to be confused with "Opening Date".

Renewal: Continuance of a contract for an additional term after a formal signing by the parties.

Representative: Includes an agent, an officer of a corporation or association, a trustee, executor or administrator of an estate, or any other person legally empowered to act for another.

Request for Proposal (RFP): All documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals.

Revised: 10/01/08

Responsible Bidder: A bidder who has the capability in all respects to perform fully all requirements with integrity and reliability to assure good faith performance.

Responsive Bidder: A bidder who has submitted a bid which conforms in all respects to the solicitation document.

Shall: Denotes the imperative, required, compulsory or obligatory.

Should: Indicates an expectation.

Solicitation: The process of notifying prospective bidders or offerors that the State of Nebraska wishes to receive proposals for furnishing services. The process may consist of public advertising, posting notices, or mailing Request for Proposals and/or Request for Proposal announcement letter to prospective bidders, or all of these.

Solicitation Document: Request for Proposal.

Specifications: The information provided by or on behalf of the contractor that fully describes the capabilities and functionality of the Licensed Software as set forth in any material provided by the contractor, including the documentation and User's Manuals described herein.

System: Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the contractor as functioning or being capable of functioning as an entity.

Termination: Occurs when either party pursuant to a power created by agreement or law puts an end to the contract. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Trademark: A distinguishing sign, symbol, mark, word, or arrangement of words in the form of a label or other indication, that is adopted and used by a manufacturer or distributor to designate its particular goods and which no other person has the legal right to use.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that; (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Turnkey: Built, supplied, or installed complete and ready to operate.

Upgrade: Any improvement or change in the Software that improves or alters its basic function.

Vendor: An actual or potential contractor; a contractor.

Will: Denotes the imperative, required, compulsory or obligatory.

Revised: 10/01/08

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 2935Z1 for the purpose of selecting a qualified contractor(s) to provide a turnkey, commercial off-the-shelf (COTS) software solutions for use in the information and intelligence fusion process which can be used at remote sites, connects multiple databases and other sources of data, and provides for intelligence/intelligence case management and analytical capabilities including crime analysis. This RFP is designed to solicit proposals from qualified Contractors who will be responsible for providing the service above at a competitive rate on a firm fixed price basis.

A contract resulting from this Request for Proposal will be issued for a period of two (2) years effective from September 1, 2009 through August 31, 2011, with the option to renew for five (5) additional twelve (12) month periods as mutually agreed upon by all parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: http://www.das.state.ne.us/materiel/purchasing/rfp.htm

A. SCHEDULE OF EVENTS
The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
1.	Release Request for Proposal	May 19, 2009
2.	Last Day to Submit First Round of Written Questions	May 22, 2009
3.	Last Day to Submit Notification of Intent to Participate in Pre-Proposal Conference Call	May 26, 2009
4.	Pre-Proposal Conference via Conference Call 　　　　Dial-in Bridge: 888-866-4213 　　　　(471-6000 If calling from Lincoln)	May 27, 2009 1:30 p.m.- 2:30 p.m. Central Time
5.	State Responds to First Round Written Questions Through Request for Proposal Addendum and/or Amendment to be posted to the Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	June 1, 2009
6.	Last Day to Submit Second Round of Written Questions	June 5, 2009
7.	State Responds to Second Round of Written Questions Through Request for Proposal Addendum and/or Amendment to be posted to the Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	June 12, 2009
8.	Last Day to Submit Letter of Intent To Bid	June 15, 2009
9.	Proposal Opening Location:　　Nebraska State Office Building 　　　　　　State Purchasing Bureau 　　　　　　301 Centennial Mall South, Mall Level 　　　　　　Lincoln, NE 68508	June 26, 2009 2:00 p.m. Central Time
10.	Review for Conformance of Mandatory Requirements	June 26, 2009
11.	Evaluation Period	June 29, 2009 through July 10, 2009
12.	Presentations and/or Demonstrations (if required)	July 20, 2009 through July 22, 2009

Revised: 10/01/08

	ACTIVITY	DATE/TIME
13.	Site Visits (if required)	July 27, 2009 through July 31, 2009
14.	Post Letter of Intent to Contract to Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	August 6, 2009
15.	Contract Award	August 21, 2009
16.	Contractor Start Date	September 1, 2009

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON
Procurement responsibilities related to this Request for Proposal reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

Name: Robert Thompson or Ruth Gray
Agency: State Purchasing Bureau
Address: 301 Centennial Mall South, Mall Level
     Lincoln, NE 68508

       OR

Address: P.O. Box 94847
     Lincoln, NE 68509
Telephone: 402-471-2401
Facsimile: 402-471-2089
E-Mail: matpurch.dasmat@nebraska.gov

B. GENERAL INFORMATION
The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing the following at a competitive and reasonable cost:

1. Software which connects multiple databases and other sources of data, remote sites, and provides for intelligence/intelligence case management and analytical capabilities including crime analysis. This RFP is designed to solicit proposals from qualified Contractors who will be responsible for providing this at a competitive rate

2. Turnkey solutions are expected, i.e., it is expected that the winning bidder will install the software, ensure connectivity to the data sources provided in this document, and it will be accessible from the project stakeholder locations specified in this document.

3. It is anticipated that more than one product will be selected to perform all the desired functionality. Two types of similar systems are sought. One system sought will be used in conjunction with criminal data and the other will be used in conjunction with intelligence data. The requirements for both systems are similar. The intelligence system must include a case management module.

4. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

   Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

   A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

C. **COMMUNICATION WITH STATE STAFF**
From the date the Request for Proposal is issued until a determination is announced regarding the selection of the contractor, contact regarding this project between potential contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal.

Once a contractor is preliminarily selected, as documented in the intent to contract, that contractor is restricted from communicating with State staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. contacts made pursuant to any pre-existing contracts or obligations;
3. state staff and/or contractor staff present at the Pre-Proposal Conference when recognized by the State Purchasing Bureau staff facilitating the meeting for the purpose of addressing questions; and
4. state-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

D. **NOTIFICATION OF INTENT TO BID**
Bidders should hand deliver, return by facsimile, e-mail or delivery by US mail the "Notification of Intent to Bid Form" that accompanies this document (see Form C) to the contact person shown on the cover page of the Request For Proposal Form. This form should be filled out in its entirety and returned no later than the date shown in the Schedule of Events.

It is preferred that Form C, Notification of Intent To Bid, be sent via e-mail to matpurch.dasmat@nebraska.gov, but may be hand delivered, sent via facsimile to 402-471-2089 or delivery by US mail.

A list of vendors who submitted a Notification of Intent to Bid will be provided through an addendum to be posted on the Internet at http://www.das.state.ne.us/materiel/purchasing/rfp.htm on or after the date shown in the Schedule of Events.

E. **WRITTEN QUESTIONS AND ANSWERS**
Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 2935Z1; Fusion Center Software Questions". It is preferred that questions be sent via e-mail to matpurch.dasmat@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Robert Thompson, showing the total number of pages transmitted, and clearly marked "RFP Number 2935Z1; Fusion Center Software Questions".

Written answers will be provided through an addendum to be posted on the Internet at http://www.das.state.ne.us/materiel/purchasing/rfp.htm on or before the date shown in the Schedule of Events.

F. **PRE-PROPOSAL CONFERENCE**
A pre-proposal teleconference will be held on the date, time and location shown in the Schedule of Events. Attendance at the pre-proposal conference is optional in order to submit a proposal. Bidders will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the Request for Proposal requirements. The State will make every reasonable attempt to answer those questions before the end of the conference. Bidders attending the pre-proposal teleconference may submit further questions in writing for questions which the bidder requires an official written response as shown in the Schedule of Events.

Written answers to written questions along with a list of conference attendees will be provided through an addendum to be posted on the Internet at http://www.das.state.ne.us/materiel/purchasing/rfp.htm on or before the date shown in the Schedule of Events. Verbal responses provided during the pre-proposal meeting shall not be binding on the State of Nebraska.

1. **NOTIFICATION OF INTENT TO ATTEND PRE-PROPOSAL TELECONFERENCE**
Notification of attendance should be submitted to the State Purchasing Bureau via e-mail (matpurch.dasmat@nebraska.gov), facsimile (402-471-2089), hand delivery or US mail by the date shown in the Schedule of Events. Potential bidders should utilize the "Notification of Intent to Attend Pre-Proposal Conference" (see Form B) that accompanies this document to the contact person shown on the cover page of the Request For Proposal Form. This form should be filled out in its entirety and returned no later than the date shown in the Schedule of Events.

G. **ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS**
The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give demonstrations; the State reserves the right to select only the top scoring bidders to present/give oral interviews in its sole discretion. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

Once the oral interviews/presentations and/or demonstrations have been completed the State reserves the right to make a contract award without any further discussion with the bidders regarding the proposals received.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted; however, such supplemental information shall not be considered an amendment to a bidders' proposal.

Additional written information gathered in this manner shall not constitute replacement of proposal contents.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

H. **SUBMISSION OF PROPOSALS**
The following describes the requirements related to proposal submission, proposal handling and review by the State.

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, and nine (9) copies of the entire proposal should be submitted. The copy marked "original" shall take precedence over any other copies, should there be a discrepancy. Proposals must be submitted by the proposal due date and time. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. In addition, one (1) electronic copy of the proposal should be submitted on a CD and packaged as required below in section QQ. Proprietary Information. Any discrepancy between the written proposal and the electronic proposal will be governed by the written copy. Proposals must reference the request for proposal number and be sent to the specified address. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS". Please note that the address label should appear as specified in Section II part A on the face of each container or bidder's bid response packet.   Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense.   If a recipient phone number is required for delivery purposes, 402-471-2401 should be used. The request for proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired.

The Technical and Cost Proposals should be packaged separately (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal must not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

I. **PROPOSAL OPENING**
The sealed proposals will be publicly opened and the bidding entities announced on the date, time and location shown in the Schedule of Events. Proposals will be available for viewing by those present after the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the opening date.

J. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or any other reason(s).

K. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

L. EVALUATION OF PROPOSALS

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. The State will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Executive Summary;
2. Corporate Overview shall include but is not limited to;

    a. the ability, capacity and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;
    b. the character, integrity, reputation, judgment, experience and efficiency of the bidder;
    c. whether the bidder can perform the contract within the specified time frame;
    d. the quality of bidder performance on prior contracts;
    e. such other information that may be secured and that has a bearing on the decision to award the contract;

3. Technical Approach; and
4. Cost Proposal.

Evaluation criteria will become public information at the time of the Request for Proposal opening. Evaluation criteria and a list of respondents will be posted to the State Purchasing Bureau website at http://www.das.state.ne.us/materiel/purchasing/rfp.htm Evaluation criteria will not be released prior to the proposal opening.

M. EVALUATION COMMITTEE

Proposals will be independently evaluated by members of the Evaluation Committee(s). The committee(s) will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee(s) will not become public information.

Prior to award, bidders are advised that only the point of contact indicated on the front cover of this Request For Proposal For Contractual Services Form can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

N. MANDATORY REQUIREMENTS

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Signed Request For Proposal For Contractual Services form;
2. Executive Summary;
3. Corporate Overview;
4. Technical Approach; and
5. Cost Proposal.

O. REFERENCE CHECKS

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks and negative references may eliminate bidders from consideration for award.

P. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders are expected to comply with any statutory registration requirements. It is the responsibility of the bidder who is the recipient of an Intent to Award to comply with any statutory registration requirements pertaining to types of business entities (e.g. a foreign or Nebraska corporation, non-resident contractor, limited partnership, or other type of business entity). The bidder who is the recipient of Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its registration certificate, or, in the case registration is not required, to provide the reason as to why none is required. This must be accomplished prior to the award of contract.

Q. VIOLATION OF TERMS AND CONDITIONS

Violation of the terms and conditions contained in this Request for Proposal or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. rejection of a bidder's proposal;
2. suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

III. TERMS AND CONDITIONS

By signing the "Request For Proposal For Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal.

A. GENERAL

Accept
& Initial

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. the signed Request For Proposal form;
2. the original Request for Proposal document;
3. any Request for Proposal addenda and/or amendments to include questions and answers;
4. the contractor's proposal;
5. any contract amendments, in order of significance; and
6. contract award.

Unless otherwise specifically stated in a 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) the contract award, 2) contract amendments with the latest dated amendment having the highest priority, 3) Request for Proposal addenda and/or amendments with the latest dated amendment having the highest priority, 4) the original Request for Proposal, 5) the signed Request For Proposal form, 6) the contractor's proposal.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

Accept
& Initial

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once an intent to award decision has been determined, it will be posted to the Internet at:
http://www.das.state.ne.us/materiel/purchasing/rfp.htm

Grievance and protest procedure is available on the Internet at:
http://www.das.state.ne.us/materiel/purchasing/agencycommoditiesprocurementmanual/ProtestGrievanceProcedureForCommodities&Services.doc

Any protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the Internet.

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

_____
Accept & Initial

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 or privileges of employment because of race, color, religion, sex, disability, 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 Request for Proposal.

D.   PERMITS, REGULATIONS, LAWS

_____
Accept & Initial

The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.

E.   OWNERSHIP OF INFORMATION AND DATA

_____
Accept & Initial

The State of Nebraska shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the contractor pursuant to this contract.

The contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F.   INSURANCE REQUIREMENTS

_____
Accept & Initial

Subject to waiver by the State, in whole or in part, of these requirements, the contractor shall not commence work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the State (or contractor). Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

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.

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. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. **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 an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

3. **INSURANCE COVERAGE AMOUNTS REQUIRED**

    a. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	$100,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$100,000 each employee

    b. **COMMERCIAL GENERAL LIABILITY**

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal/Advertising Injury	$1,000,000 any one person
Bodily Injury/Property Damage	$1,000,000 per occurrence
Fire Damage	$50,000 any one fire
Medical Payments	$5,000 any one person

Page 11

c. **COMMERCIAL AUTOMOBILE LIABILITY**
Bodily Injury/Property Damage $1,000,000 combined single limit

d. **UMBRELLA/EXCESS LIABILITY**
Over Primary Insurance $1,000,000 per occurrence

4. EVIDENCE OF COVERAGE

The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements, which State Purchasing will submit to Administrative Services, Risk Management Division, 521 S. 14th Street, Suite 104, Lincoln, NE 68508 (facsimile 402-471-2800). 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.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services Risk Management when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

<u>Accept & Initial</u>

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of the State.
2. The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

H. INDEPENDENT CONTRACTOR

<u>Accept & Initial</u>

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

<u>Accept & Initial</u>

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters.

Revised: 10/01/08

If the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the contractor'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. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. **CONTRACTOR PERSONNEL**

Accept
& Initial

The contractor warrants that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

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

In respect to its employees, the contractor agrees to be responsible for the following:

1. any and all 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 and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the contractor's employees.

Notice of cancellation of any required insurance policy must be submitted to the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

K. **STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION**

Accept
& Initial

The contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

L. **CONFLICT OF INTEREST**

Accept
& Initial

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

Revised: 10/01/08

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 appearance of conflict of interest.

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

M.   PROPOSAL PREPARATION COSTS

Accept
& Initial

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations, or oral presentations, or in any other activity related to bidding on this Request for Proposal.

N.   ERRORS AND OMISSIONS

Accept
& Initial

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

O.   BEGINNING OF WORK

Accept
& Initial

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.

P.   ASSIGNMENT BY THE STATE

Accept
& Initial

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

Q.   ASSIGNMENT BY THE CONTRACTOR

Accept
& Initial

The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

R.   DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Accept
& Initial

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal or mandatory requirements. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

S.   GOVERNING LAW

Accept
& Initial

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.

T. ATTORNEY'S FEES

In the event of any litigation, appeal or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

U. ADVERTISING

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. News releases pertaining to the project shall not be issued without prior written approval from the State.

V. STATE PROPERTY

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.

W. SITE RULES AND REGULATIONS

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 between the State and the contractor.

X. NOTIFICATION

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II, A. Procuring Office and Contact Person of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests or other communications 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 above, 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) days following deposit in the mail.

2. Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between contractor and the State regarding the contract shall take place between the contractor and individuals specified by the State in writing. Communication about the contract between contractor and individuals not designated as points of contact by the State is strictly forbidden.

Y. EARLY TERMINATION

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 30 days 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 cancellation 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) 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;
 i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. 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.

AA. **BREACH BY CONTRACTOR**

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's 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.

BB. **ASSURANCES BEFORE BREACH**

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

CC. **PENALTY**

In the event that the contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the contractor, without penalty, until such failure is cured or otherwise adjudicated. Failure to meet the dates stipulated in the contract for the deliverables may result in an assessment of penalty due the State of $100.00 dollars per calendar day, until the deliverables are approved. Contractor will be notified in writing when penalty will commence.

DD. **RETAINAGE**

The State will withhold twenty-five percent (25%) of each payment due as retainage. The entire retainage amount will be payable upon successful completion of the project. 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 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.

EE. **PERFORMANCE BOND**

The selected contractor will be required to supply a certified check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the certified check or bond must be twenty-five percent (25%) of the contract amount. The check or bond will guarantee that the selected contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or certified check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

FF. **FORCE MAJEURE**

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

GG. **PROHIBITION AGAINST ADVANCE PAYMENT**

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

HH. **PAYMENT**

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. 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, and the contractor hereby waives any claim or cause of action for any such services.

II. **INVOICES**

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment. 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.

JJ. **AUDIT REQUIREMENTS**

All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

KK. TAXES

The State is not required to pay taxes of any kind 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.

LL. INSPECTION AND APPROVAL

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.

MM. CHANGES IN SCOPE/CHANGE ORDERS

The State may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time. (The State retains the right to employ the services of a third party to perform any change order(s)).

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contractor's proposal.

Corrections of any deliverable services or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

NN. SEVERABILITY

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 particular provision held to be invalid.

OO. CONFIDENTIALITY

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a contractor; contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the contractor to inform its 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 to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, 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.

PP. PROPRIETARY INFORMATION

Accept & Initial

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire Request for Proposal as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

QQ. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept & Initial

By submission of this proposal, the bidder certifies, that he or she is the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

RR. PRICES

All prices, costs, terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Contractor represents and warrants that all prices for services, now or subsequently specified are as low as and no higher than prices which the contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the contractor may charge under the terms of the contract, do not and will not violate any existing federal, state or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

SS. BEST AND FINAL OFFER

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

TT. ETHICS IN PUBLIC CONTRACTING

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator or employee based on the understanding that the receiving person's vote, actions or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

UU. INDEMNIFICATION

1. GENERAL

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all 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, 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, 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 provided by the contractor.

VV. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Contractor shall review the Nebraska Technology Access Standards, found at http://www.nitc.state.ne.us/standards/accessibility and ensure that products and/or services provided under the contract comply with the applicable standards. In the event such standards change during the contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

WW. **ANTITRUST**

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.

XX. **DISASTER RECOVERY/BACK UP PLAN**

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

YY. **TIME IS OF THE ESSENCE**

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

ZZ. **RECYCLING**

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per state statute (Neb. Rev. Stat. §81-15, 159).

AAA. **DRUG POLICY**

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.   PROJECT DESCRIPTION AND SCOPE OF WORK

A.   PROJECT OVERVIEW

The State of Nebraska, on behalf of the Nebraska Information and Analysis Center (NIAC), formerly designated as the Nebraska Fusion Center, including its stakeholders - the Nebraska State Patrol, the Lincoln Police Department, and the Omaha Police Department, is requesting bids from qualified software offerors for a Criminal Information System (CIS) and an Intelligence Management System (IMS). The initiative is a project to automate the processes associated with the management of criminal and intelligence information and it is anticipated that separate systems will be purchased for the criminal information and the intelligence information functions.   Offerors are required to design and implement a fully-functional, turn-key, scalable solution.

(The NIAC is managed and operated by the Investigative Services Division of the Nebraska State Patrol in Lincoln, Nebraska.)

B.   PROJECT SCOPE

The project scope includes, but is not limited to, implementation planning and project management; supplying all necessary technology and software; integration and installation services; servers, interfaces and connectivity to external and internal applications; testing; training; end user manuals, technical documentation; system recovery, and backup and restore capabilities; and post-implementation warranty and annual maintenance support as detailed in Section IV .

C.   OBJECTIVES

The intent of the procurement is to support its missions of providing intelligence regarding terrorist and criminal activity within the state and acquire the software and implementation services necessary to:

1.   Automate the collection, collation, processing of intelligence data and criminal data in an all hazards environment.
2.   Automate the dissemination of intelligence information to law enforcement personnel both internal and external to the NIAC and stakeholders in the NIAC.
3.   Collect and manage intelligence data collected from disparate sources (paper reports, electronic reports/documents, existing databases, email, fax, and internet).
4.   Provide a new case management capability for intelligence cases (case management for criminal cases will utilize existing software capabilities).
5.   Provide the technology tools necessary to analyze collected criminal and intelligence data.
6.   Provide a reporting package that allows the collected data to be utilized to create and produce meaningful and actionable intelligence data and reports.

The offeror must include in their response all desktop hardware specifications and requirements necessary for their software to operate effectively.   The offeror will provide the servers, operating system and applications.   Network connectivity is the responsibility of the State.

D.   SYSTEMS SOUGHT

The NIAC requires COTS products designed for a law enforcement environment. The offeror may propose a single software application or multiple applications that address all of the bid requirements for each system, i.e., the CIS and/or the IMS. If multiple applications are proposed in a single proposal, it is the States' expectation that the offeror will integrate the applications to the level where the end user is presented with a single, seamless and cohesive view of the applications and that they be turnkey installations. If the offeror only bids the IMS solution, the bid must include any costs associated with merging outputs from IMS queries for use by the CIS application, which will be selected by the state. The outputs should be NIEM compliant. All products bid must be COTS and enjoy a current installation base at other state or regional law enforcement fusion centers. It is required that the offerors themselves perform the integration. Offerors may team and bid together to meet the requirements for both systems.

In instances where offerors bid both the CIS and IMS solutions together, offerors must submit their proposals and pricing in a manner that the State, at its option, may select either the CIS solution, the IMS solution or both.

The requirements for the criminal data application and the intelligence data application are similar (excluding the sources of data used by the systems) with the exception of the case management system requirement in the intelligence application. Offerors may propose the same software solution for both applications. Offerors should clearly indicate whether their bid is for the CIS or IMS application or whether their bid is for both.

E.   PROJECT DESCRIPTION

The threats from terrorist and criminal activity has made sharing information among the various federal, state, local and tribal law enforcement entities critical to successful policing in an all hazards environment. In order to provide meaningful intelligence information, the NIAC requires a system that allows for the collection of information from a variety of data sources including but not limited to internal sources, external policing entities, civilian organizations, the Internet, private information providers.

The CIS and IMS will be utilized as a management and analysis tool for the large volumes of data that are collected during the criminal and intelligence gathering processes. The software systems desired will be required to have the technical tools to produce analyzed data from disparate data sources, perform link analysis, identify and categorize information, and perform data mining type functions. The offerors CIS solution must be able to perform federated searches on multiple data bases and data sources simultaneously and return normalized results which then can be linked by their solution. Both the CIS and IMS solution need be NIEMs compliant.

The systems must provide current, logical, meaningful, actionable intelligence products utilizing all of the data submitted by the various agencies regardless of the format in which the information was received.

It must also allow analysts to review all data collected by the software to perform these functions. The offeror should consider legacy hard copy paper reports as a data source. These reports are expected to be incorporated into the system and be available for analysis along with data from electronic sources. Any offered solution must be able to search unstructured data fields and text and perform federated queries and searches.

The current methods utilized for working with data that is in multiple formats is labor intensive and time consuming for CIS. The goal of this project is to implement a software solution(s) that will integrate the various data sources and present a view of the data that allows investigators/analysts to analyze all information as a single source. Currently, the NIAC utilizes and maintains databases developed using various database formats (Lotus Notes and Domino, Microsoft SQL, DB2, ADMINS, Filebound/OCR and others), and the offeror must include an implementation plan that addresses the integration of these existing database sources into the proposed solution.

F.   **PROJECT ENVIRONMENT**

The NIAC currently comprises three law enforcement stakeholder members: the Nebraska State Patrol (NSP), the Lincoln Police Department (LPD), and the Omaha Police Department (OPD). Each of these entities will require training and utilize and the software products sought in this RFP.

The NIAC anticipates that after the deployment of the software products selected from this RFP, that additional law-enforcement agencies and data sources from across the state of Nebraska will be added from the perspectives of qualified users and data sources. Although no schedule has been set, offerors are requested to include pricing to support this requirement.

The NIAC is currently in the process of occupying new facilities in Lincoln. Primary hardware for the systems proposed will be installed into the Nebraska State Patrol headquarters computer facility, also in Lincoln. Backup/redundant servers as proposed will be installed in a computer facility backup location elsewhere in Nebraska. The system will be administered by the Nebraska State Patrol.
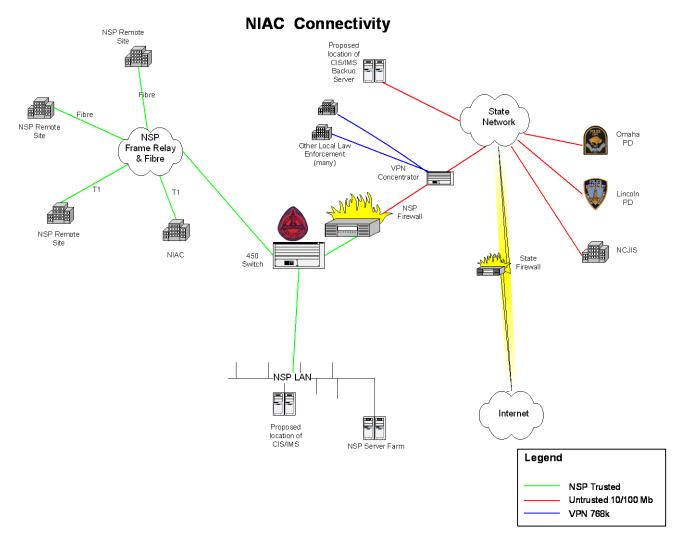
The personnel utilizing this application will be accessing this system from the NIAC, stakeholder locations (OPD, LPD) and other locations that are remote from the server location, including mobile data terminals. The associated data and application(s) will be accessed via a wide area network. The software procured through this RFP is expected to run efficiently in a networked environment. The offerors response must include a detailed discussion of the proposed system's performance relative to operating in a network environment. In addition to the network issues, the distributed environment impacts the methodology employed to deliver the application to the end user. In order for the department to provide access in the most efficient manner a web-based client component that can be used through a web browser is preferred.

1.   **NIAC VISION FOR THE SYSTEM INTERFACE**

The NIAC computer interface is envisioned featuring a SharePoint or SharePoint like dashboard, which will allow immediate access to the systems being purchased under this RFP, a logging system, which will be used to record requests received for services and other significant events, a NIAC e-mail inbox, where requests are received for analyst actions, and where applicable, and CompStat type display supervisors can receive up-to-date information regarding crimes in their areas of responsibility.

G. NETWORK ENVIRONMENT

The implementation of the CIS and IMS systems will require increased use of the stakeholder's wide area networks. The NIAC is concerned that this additional load will have a detrimental effect on the performance of the network unless adequate planning for its use takes place. The offeror must provide specifications on bandwidth requirements for the proposed system. Offerors should describe their approach to building the process model used to evaluate bandwidth requirements. The diagram that follows is representative of the network the systems will use. This network will be provided point to point by the State.

NIAC Connectivity

H. GENERAL SYSTEM SPECIFICATIONS AND PROJECT REQUIREMENTS

The offeror must include a general design document. This document should demonstrate a clear understanding of the application requirements. The document must include information on how the offeror plans to implement the application and integrate it with existing data sources. At a minimum, the following must be addressed in the plan: hardware and software requirements; software distribution standards; service level standards; performance and functional requirements; network and interface specifications; growth and expansion of database(s), security provisions; quality assurance provisions; and training requirements.

The architecture of the product preferred for both the criminal data and intelligence solutions is one that queries jurisdictional databases already in existence and does not require the creation of a data warehouse (i.e., a federated search capability is preferred). It is expected that indexes of data in those databases will be required. This does not preclude offerors from bidding systems that require a data warehouse; a justification of the advantages using either method, i.e., data warehouse or queries against existing databases in the current locations should accompany bids.

1. **PERFORMANCE LEVELS**
    The offeror must provide documentation that addresses service levels for maintainability, reliability, performance and availability. The documentation should show how the offerors system supports the service level objectives and the specific implementation criteria necessary to achieve these service levels:

    a. **Availability** – The NIAC is currently operational five (5) days per week, nine (9) hours a day. The CIS and IMS application(s) will be utilized on a seven (7) day x twenty-four (24) hour basis.
    b. **Reliability** – The average system availability will be in excess of 99% on an annual basis.
    c. **Maintainability** – Problems/issues with the CIS and IMS systems will be resolved normally within two hours. Additionally the system will not experience any problem needing in excess of twenty-four (24) hours to effect a resolution.
    d. **Performance** – The CIS and MIS will be utilized in a distributed network environment. The application is required to perform uniformly throughout the network.

2. **LOCATION AND NUMBER OF USERS**
    Initially, authorized law enforcement analysts and other users from the stakeholders agencies listed will enjoy equal levels of access to the systems in accordance with their levels of permission. The initial population from the stakeholders used for licensing purposes of the bid is:

    CIS Solution
    - Nebraska State Patrol (NSP): 20
    - Lincoln Police Department (LPD): 14
    - Omaha Police Department (OPD): 20

    IMS Solution
    - 60 user licenses, all stakeholders

    Dashboard Solution, if included in bid
    - 78 user licenses, all stakeholders

3. **DATA SOURCES FOR INCLUSION**
    All data sources are located in Nebraska, primarily in Lincoln and Omaha.

    - OPD CAD – Motorola
    - OPD RMS – developed in house language with IBM DB2/other backend;
    - OPD RMS – new SQL records
    - LPD CAD – ADMINS
    - LPD RMS – developed in ADMINS database

- OPD Gang Database – Paradox/DB2
- NSP CAD – Tiburon CAD utilizing SQL
- NSP RMS Old – IBM Mainframe based, DB2
- NSP RMS New – Tiburon RMS
- Filebound (photos, case reports, interviews)
- NCJIS - SQL data warehouse and federated searches using indexes
- Accident Record Division
- NSP (Intel database)
- New ISS TBD
- Sex Offender database
- Penlink (phone tolls)
- Missing Persons
- NEleis (Intel only)
- All Master Name Indexes (not included as part of application)
- OPD Mug shots
- LPD Mug shots
- AFIS – State level, fingerprints

Optionally later, the following systems will be included:

- Slueth – An RMS system used by many smaller jurisdictions within the state
- SAR – DHS/FBI Suspicious Activity Report
- N-Dex – The FBI hosted national data warehouse initiative (dependent upon whether future plans will allow for this data to be searched from networks other than those currently provisioned).

I. HARDWARE REQUIREMENTS

All hardware must be new equipment delivered in the manufacturers' original packaging and carrying a manufacturers' warranty for a period of three (3) years commencing upon acceptance of the system and certification by the NIAC that the equipment is in production use. All equipment must be installed according to manufacturers' requirements. All hardware components must be sized appropriately to ensure that the performance requirements of the offeror's application will be met and allow for growth.

**1.	Servers and Workstations:** Offeror must provide servers that meet their requirements based on the solution proposed. Dell servers only, no substitutes will be accepted.

Offerors should specify workstation requirements. It is not anticipated that the workstation will be dedicated to the application. The State will upgrade its workstations to meet the requirements.

J. QUALITY ASSURANCE AND INDEPENDENT VERIFICATION & VALIDATION (IV&V)

The IMS and CIS system must have an quality assurance (QA) function. This effort must address testing, problem/defect logging and reporting, configuration and change management. Offerors should address their approach to each item within this section.

1.	Testing - All software must be tested in accordance with this specification. Full regression testing shall be applied if changes are implemented. All software must undergo successful system and integration testing before the CIS or IMS system is offered for acceptance testing.

2. Problem/Defect logging and reporting - All problems and defects detected during implementation, testing and acceptance must be electronically logged. Reports of the problems/defects must be published to the project team at an agreed upon time frame. Every problem/defect shall be acted on and resolved and a history shall be maintained on the problem/defect.

3. Configuration and Change Management - A formal configuration and change management system must be used on the CIS and IMS applications. This process must adequately control, monitor and manage software versions and configurations during the project implementation.

4. Independent Validation & Verification (IV&V) of the QA functions of the offeror and State will be performed by an agent TBD on behalf the NIAC.

5. Offerors QA efforts will cooperate fully with both the State QA and IV&V personnel in the execution of their functions.

K. PRODUCT DEMONSTRATION
The offeror must be prepared to demonstrate their product which includes all of the functionality as described in the response to the RFP, if requested. Site visits to current installed base locations may be requested and travel expenses for stakeholder personnel will be at the State's expense.

L. PRODUCT ACCEPTANCE AND FACTORY ACCEPTANCE TESTING (FAT)
A FAT may be conducted at the option of the State and should be priced optionally. If the State chooses to exercise the option, all proposed systems must be installed, quality tested and operational at a verifiable site. The State reserves the right to attend the FAT. The successful winner will submit a testing plan for the system to the State for their approval, prior to the FAT.

The FAT will be planned by the offeror and the plan approved by the NIAC or its agent. Elements of the acceptance plan will at a minimum include:

- A testing procedure to insure the software is performing according to specifications. Check outputs.

- Execution of a system test plan developed by the NIAC project team to determine if the system as a whole functions in accordance with software and design specifications.

- A review and testing procedure, approved by the State to confirm that the system meets all mandatory elements of the RFP and any negotiated items.

M. CONFORMANCE WITH NATIONAL PUBLIC SAFETY DATA STANDARDS
The federal government has taken the lead recently in developing standards for facilitating information sharing among local, state and federal entities. Offerors solution will be in compliance and support these standards including, but not limited to:

1. **National Information Exchange Model (NIEM) (formerly Global Justice XML Data Model)** http://www.niem.gov/: NIEM is a product developed by the Office of Justice Programs in the US Department of Justice and adopted by the US Department of Homeland Security. NIEM describes XML schema for a variety of attributes associated with incidents and events including NCIC and NIBRS. The schemas allow for the easy sharing of data among disparate agencies and are becoming the de facto incident-based integration and interoperability standard.
2. **Law Enforcement Information Technology Standards (LEITS)** http://www.leitsc.org: the LEITS Council is an organization consisting of representatives from federal and local law enforcement. LEITS works to foster integrated justice systems through the definition and implementation of standards.
3. **HIPAA:** The Health Insurance Portability and Accountability Act of 1996 requires, among other things, that the privacy and security of protected health information be assured. This includes such information as may be transmitted and/or stored by electronic systems including *via* wireless telecommunications.
4. **Fusion Center Baseline Capabilities:** Systems must be compliant with the September 2008 of the DHS Fusion Center Baseline capabilities publication.

N. SCHEDULE AND PLANS

Proposals will contain a proposed implementation schedule to meet the installation and turnkey criteria. Given the relatively modest size of the installation, and small number of users, an implementation period of less than 180 days from contact award is envisioned.

Note: No administrative office space will be provided by the State for the installation process.

The following will be included with the Offerors proposal:

Schedule – the schedule will clearly delineate all phases of the project including start and end dates of the entire project, to include Kickoff meeting

Training Plan

O. SPECIFIC SYSTEM REQUIREMENTS, TECHNICAL REQUIREMENTS, TRAINING PLANS, MAINTENANCE AND DOCUMENTATION

As regard the CIS solution, please respond to the following questions and the table following as part of your response. "Yes" answers are not expected for all the questions and subsequent requirements. The term "application" refers to the offeror's solution as proposed.

As regards the IMS solution, only Q2, Q4, Q5, Q8, and IDMC 1-11 require responses.

Q1	What are the advantages of the type of system bid by your firm, specifically, a data warehouse architecture environment or a system that interactively queries data from the source where it resides?
Response:	
Q2	What capabilities does your system have that gives it an advantage over its competitors? (2 page limit)
Response:	
Q3	Does your system have a CompStat function or module which produces crime statistics and metrics for use by management? And can the system be modified?
Response:	
Q4	Can your system be integrated into the SharePoint dashboard as described in this document?
Response:	
Q5	Is your product compliant with federal standards, regarding interoperability of data systems and their outputs?
Response:	

Q6	Is your product installed in any of the states in any similar center to the NIAC to include local and regional centers that belong to the Mid-States Organized Crime Information Center (MOCIC) – Illinois, Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota, South Dakota, Wisconsin, and Colorado?
Response:	
Q7	Give examples where your product is installed and works in conjunction with similar/competitor products with similar capabilities. Please state where that is, the other products used, and how they work together. How would you work with the MOCIC?
Response:	
Q8	The NIAC currently uses products such as I2 (several modules), Penlink and Accurint and has access to a variety of federal sources of data which must be queried separately. Please explain how the information from those sources would be combined with the information derived from a query in the system being bid by your firm to produce intelligence products, e.g., linkages.
Response:	
Q9	Does your application have an MDT Module and PDA module or otherwise function on MDT's and PDA?
Response:	
Q10	Does your product search the internet when it performs a search? Does it search unstructured internet text?
Response:	
Q11	How will your product perform data extraction from databases and other data sources? What metadata will you need from the State for each database?
Response:	
Q12	What are any other requirements you will need from the State to conduct the turnkey installation, including workstations, network and capabilities, etc.?
Response:	
Q13	Does your system provide a reporting capability that notifies/alerts practitioners of specific activities or contacts involving individuals on an ongoing basis without someone having to have to repetitively query; can it notify the individual(s) who created the query by email or other means? E.g. can the software be programmed to perform continuous queries to see if the individual or other object has any activity such as: Persons – For carry and conceal weapons permit holders, did a permit holder get arrested for drunken driving or other misdemeanors/felonies and check all the permit holders on a nightly or other scheduled basis? Activities – Could it conduct queries to identify anybody that buys more than 2000 lbs. of fertilizer or any arrests for stealing copper? Addresses – Change of address of sex offender, etc.
Response:	
Q14	Is there any limit of the Boolean parameters that can be used in a query e.g., all robberies AND tie up victims AND duct tape OR wire AND within the last week AND in following zip code 1 OR zip code 2, etc.
Response:	
Q15	Does the system support photos, sketches, drawings e.g., have the ability to search tattoos or graffiti and then display the image of that tattoo or drawing? For a given location, bring up the drawings, floor plans or picture associated with that location?
Response:	

	Q16	How has the application proposed an open architecture/system? Address scalability, the ability of the NIAC to add data sources in the future without outside consultants and minor screen modifications.
	Response:	

		Application Description – Technical Requirements **Technical Architecture**	YES	NO	PARTIAL
	TA 1	Application must be a Commercial Off-The-Shelf (COTS) integrated application that is in operation in at least three (3) state, regional, county-wide, or other jurisdictions. A yes answer to this question is a compulsory requirement for moving forward in the evaluation process.			
Response:					
	TA 2	Application must have an easy to use interface which will support interactive queries of disparate application databases operating in a variety of proprietary formats, including IBM DB2, Oracle, SQL, Lotus Notes/Domino and ADMINS. State up to which version is supported.			
Response:					
	TA 3	The application installation must support SQL in its operation or have no requirement for any back end data base application; state version number.			
Response:					
	TA 4	Application provides at a minimum the following integrated internal services: ETL – Extraction; Transformation; Load (in an environment not supported by a data warehouse) Business Intelligence (BI) / Crime Analysis / Link Analysis interface			
Response:					
	TA 5	Application requires a client installed interface; the client works on mobile data terminals if required			
Response:					
	TA 6	Application has a fully functioned WEB based interface and requires no client installation			
Response:					
	TA 7	The Offeror has recommended the required hardware to install the application.			
Response:					
	TA 8	The Offeror will recommend the required hardware minimums and server architecture for all tiers and the user workstations.			
Response:					
	TA 9	The Application has no limitation regarding the amount of data it can access, State any limitations.			
Response:					

			YES	NO	PARTIAL
TA 10	Application handles objects. Explain how objects are managed. (i.e., database compression, File compression, content addressable storage, etc.)				
Response:					
TA 11	Application employs standard Windows Internet browser printing conventions.				
Response:					
TA 12	Application allows for user selectable output for printing.				
Response:					
TA 13	Application allows for user selectable output (export) to an external file in hypertext markup language and delimited ASCII-text.				
Response:					
TA 14	Application shall allow the use of standard Windows Internet browser "copy and paste" functions.				
Response:					
TA 15	Application provides the capability for future queries from external systems and is GJXDM and NIEM compliant.				
Response:					
TA 16	Application has the ability through TCP/IP, to interface with wireless communications such as MA/COM Open Sky™, Motorola's RD-LAP™, and commercial technology such as CDMA and GPRS. The integrated Application employs data compression when information is sent from the Web Server to the client to minimize lengthy transmission time.				
Response:					
TA 17	The Offeror will identify the maximum amount of concurrent users the Application will support.				
Response:					
TA 18	The Application must utilize the WIN 2K3 or later operating systems.				
Response:					

	Application Description – Technical Requirements **User Interface**	YES	NO	PARTIAL
UI 1	Separate program modules, if any, have a common appearance and functionality. List the separate modules as proposed.			
Response:				
UI 2	Application has conventions for keyboard navigation without the use of a pointing device and is compliant with Section 508 of the US Rehabilitation Act (29 U.S.C. 794d).			
Response:				
UI 3	Application allows users to configure a program inactivity time-out feature.			
Response:				

		YES	NO	PARTIAL
UI 4	Application allows users to navigate forward and back among various display screens.			
Response:				

	Application Description – Technical Requirements **Data Sources**	YES	NO	PARTIAL
DS 1	The application supports federated searches of disparate databases in its extraction process.			
Response:				
DS 2	The Application has the ability to access internal or external data sources and retrieve data on a query-by-query basis without importing the data to a data warehouse.			
Response:				
DS 3	The Application shall reflect data purges or expungements that occur in the underlying data sources.			
Response:				
DS 4	The Application has rules based error tracking mechanism to track, log, and report all errors encountered during the ETL process.			
Response:				
DS 5	The application is able to automatically capture metadata of agency systems including database names, table names, field names, field lengths, field types, primary and secondary fields and foreign key relationships			
Response:				
DS 6	The application must be capable of working with relational data sources (IBM DB2, Oracle, SQL, Lotus Notes/Domino and ADMINS. -relational data sources, and non-traditional data sources (Excel, flat files, etc.)			
Response:				
DS 7	The offerors solution is capable of automatically connecting and processing information from the following database types: Oracle, SQL, IBM, ADMINS, Domino etc.), (both early legacy versions and current versions of these listed databases should be supported)			
Response:				
DS 8	Given a query, the solution is capable of mining multiple data sources simultaneously or concurrently.			
Response:				

	Application Description – Technical Requirements **Data Mapping Capabilities**	YES	NO	PARTIAL
DMC 1	The application is able to automatically determine field-level relationships across multiple data sources simultaneously or concurrently.			
Response:				

	Application Description – Technical Requirements **General Security**	YES	NO	PARTIAL
GS 1	The Application incorporates administrative functions accessible only by authorized system administrators.			
Response:				
GS 2	The Application System Administration functions must include the following individual user control abilities for the system administrator: Enter new authorized users Modify individual user information View individual user information Reset user password Add/remove user restrictions Delete authorized users Track individual user transactions Export to off-line storage individual user transactions.			
Response:				
GS 3	The Application System Administration functions include the following group control abilities for the system administrator: Create new groups of authorized users Add new authorized users to groups and within groups and limit authorizations to the individual user level Modify Group information View Group information Add/Remove Group restrictions Delete authorized users from groups			
Response:				
GS 4	The Application must have transaction logs / audit logs that track every action of every user.			
Response:				
GS 5	The Application must restrict access to system Transaction Logs to authorized system administrators.			
Response:				
GS 6	The Application must provide a mechanism to search for system transactions by: Individual User Query Name Query Parameter Date and Time			
Response:				

GS 7	The Application provides a mechanism by which a system administrator can export selected transaction logs to an external file.			
Response:				
GS 8	The Application must provide the ability for the system administrator to view a list of all currently logged-on users.			
Response:				
GS 9	The Application provides the ability for the system administrator to delete selected transaction logs.			
Response:				
GS 10	The Application must permit a system administrator to set parameters for the following password attributes Password expiration Password complexity Password length Requirement for user to change password upon first log on			
Response:				
GS 11	The Application encrypts a user password such that it cannot be read by any user, including system administrators.			
Response:				
GS 12	The Application must employ a secure user logon screen that permits only pre-authorized users to access the program. It will support either a user certificate or a certificate assigned to the application.			
Response:				
GS 13	The Application / Integrated Application employs at a minimum 128 bit encryption technology for transmission over a network.			
Response:				
GS 14	The Application / Integrated Application set employs Secure Sockets Layer (SSL) as a protocol of secure transmission.			
Response:				
GS 15	The Application must have a programmable session inactivity time-out function. If the system is not used within the set time, the network connection to the program is terminated and the user must login again.			
Response:				

	Application Description – Technical Requirements **Data Security and Restrictions**	YES	NO	PARTIAL
DSR 1	The Application must have the ability to restrict user access to program components on a user-by-user basis.			
Response:				
DSR 2	The Application must provide the ability to fully restrict access to specified data on a user group / role basis. Fully restricted data shall not be a part of any query or analysis conducted by a user not authorized to access such data.			
Response:				
DSR 3	The Application must provide the ability for limited access to specified data on a user group / role basis. Limited access data shall be a part of any query or analysis conducted by a user not authorized to access such data, however, the data shall not be displayed. Unauthorized users will be provided notice the data exists along with instructions for further investigation.			
Response:				
DSR 4	The Application must permit data access restrictions based on the underlying data source.			
Response:				
DSR 5	The Application must provide the ability for limited access to specified data on a user group / role basis.			
Response:				
DSR 6	Transactions will be recorded to a transaction audit log. The transaction audit log should include the following data elements for queries: Requesting Agency User ID of person allowed access to data Date of Query Time of Query Type of Query Information Received Name of Person Data Being Queried For			
Response:				

	Application Description – Technical Requirements **User Search/Query Configuration Functionality**	YES	NO	PARTIAL
USQ 1	The Application allows users to access a history file of their queries.			
Response:				
USQ 2	The Application allows users to share query history files with other users.			
Response:				
USQ 3	The Application allows the users to select from the following data matching for all database objects: Exact match Use of wildcards at the beginning, within, and end of a text string			
Response:				
USQ 4	The Application allows users to set a preference for data matching and change such selection at will.			
Response:				
USQ 5	The Application allows the users to select from the following search types for all database objects: String match Soundex (sound-alike algorithm) match MetaPhone (phonetic markup of a word) match Diminutive (finds all root words) match Other fuzzy search technology			
Response:				
USQ 6	The Application allows users to set a preference for search type			
Response:				
USQ 7	The Application allows users to elect the display of "unknown" data elements or not display "unknown" data elements.			
Response:				
USQ 8	The Application should allow users to select a query history entry and rerun the query that produced the entry.			
Response:				
USQ 9	The Application allows a visual display of analytical search results.			
Response:				
USQ 10	The Application allows the user the ability to share query parameters with other users and receive notification when other users initiate similar queries.			
Response:				

USQ 11	The Application provides the user the ability to set a collaboration notice on any query initiated by that user. The collaboration function shall notify all users initiating a specific query when any other user initiates a similar query, if the initiating user has set active collaboration on that query. Notification shall occur by one of the following methods: Notification within the program if the user is logged on Pager Text message Cell Phone E-mail			
Response:				

	Application Description – Technical Requirements **General Search/Query Capability**	YES	NO	PARTIAL
GSQC 1	The Application has the ability to permit a query on any combination of the following object types: Persons Organizations (law enforcement agency etc.) Locations Vehicles Firearms / Weapons Property Documents (e.g. Report/Arrest – Booking / FIR / Citation / Incident Activity type, Case Status, MO factors, Narrative, etc)			
Response:				
GSQC 2	The Application allows the user to select a particular object in the graphical display (from section F2-01) and request further associations with that object and shall allow the user to reposition data objects in the display while still retaining the network links.			
Response:				
GSQC 3	The Application allows the user to select a particular object in the graphical display and request further associations with that object and allow the user to reposition data objects in the display while still retaining the network links.			
Response:				

GSQC 4	The Application's link discovery mechanism shows both direct and indirect links and allow indirect link searches with levels of separation in a graphical network based display. For example, person A is associated with person B in one incident, and person B is associated with person C in another incident. There exists the possibility, through these two different incidents, that person A may be associated with person C. Person B would be the link between Person A and Person C due to their common association with Person B, even though it may be through different incidents or documents. In this example, the Application's link discovery mechanism graphic link view provides the following: The graphic link will be displayed and be self-organizing, with the distance between each object used as a metaphor for a number of associations. The more database links between objects, the closer together objects appear in the display. The display should provide different images or icons for different classes of objects. The ability to select and deselect object types which will reduce clutter when a large number of objects appear. An example of an indirect link between Person A and Person B would be that they have any relationship to the same address.			
Response:				

	Application Description – Technical Requirements **Person Search/Query Capability**	YES	NO	PARTIAL
PSQC 1	The Application provides the user the ability to search on previous descriptions of a person.			
Response:				
PSQC 2	The Application must provide the following Person Name search: Person Last name - free text Person First name - free text Person Middle name - free text Person Moniker / AKA - free text			
Response:				
PSQC 3	The Application provides the following Person Descriptors search: Person Race, Age, Person DOB, Height, Height, Age Hair and Eye Color			
Response:				

PSQC 4	The Application provides the following Person Identifiers search: 1. Operator (Driver) License Number — free text 2. SSN – free text with constraints (numerals only allowed) 3. FBI number – free text 4. Fingerprint Classification – free text 5. DNA – free text 6. Additional Identifier types – drop down menu with free text data entry			
Response:				
PSQC 5	The Application provides the following Person Marks search: Category - NCIC standard description of scars, marks, tattoos, medical conditions, etc. (drop down menu box). Type - NCIC standard description of type of mark, etc. Constrained by selection of category, e.g., under eye disorders, only blind, cataract, cross-eyed and glaucoma are displayed (drop down menu box). Location - NCIC standard body part or location descriptions (drop down menu box). Appearance Category (drop down menu box). Appearance Description (drop down menu box).			
Response:				
PSQC 6	The Application provides the following Person Residence search: Street Number - two free text boxes to provide a range of street numbers Street Direction Street Name – free text Street Type – drop down box using U.S. Post Office standards (Street, Avenue, etc) Apartment Number – free text City – free text State (drop down menu box) Postal Code – free text Telephone numbers – free text entry			
Response:				
PSQC 7	The Application provides the following Person Filters for the search: Law Enforcement Geographic Area - custom boxes for beats, teams, districts, precincts, region, county, city, etc. Flags - drop down box for alerts, cautions, etc. on a person. Crime Class Specific Crime Type Role Date Time			
Response:				

Page 42

		Application Description – Technical Requirements **Organization Search/Query Capability**	YES	NO	PARTIAL
OSQC 1		The Application provides the following Organization search: Organization Name NCIC Number Type of Organization Address Telephone number			
Response:					
OSQC 2		The Application provides the user pre-defined or constrained options on the following Organization search parameters: Organization Role Crime types associated with the organization Document types associated with the organization			
Response:					
OSQC 3		The Application provides the following Location search: Street Number - two free text boxes to provide a range of street numbers Street Direction (drop down menu box). Street Name - free text Street Type - drop down box using U.S. Post Office standards (Street, Avenue, etc.) Apartment Number – free text City – free text State (drop down menu box) Postal Code – free text Telephone Number			
Response:					
OSQC 4		The Application provides the following Location Filters for the search: Law Enforcement Geographic Area, Crime Class, Specific Crime Type, Date, Time			
Response:					

	Application Description – Technical Requirements **Vehicle Search/Query Capability**	YES	NO	PARTIAL
VSQC 1	The Application provides the ability to search for vehicles based on partial license plate information, including the ability to search for a character or numeral occurring anywhere in the license plate string.			
Response:				
VSQC 2	The Application provides the following General Vehicle search: Vehicle Year - two free text boxes to provide a range License Plate - free text - Match anywhere in the License Plate - allows a search on one or more characters regardless of their location in the license plate. State (drop down menu box). VIN – free text			
Response:				
VSQC 3	The Application provides the following Vehicle Description search: Style - drop down box with NCIC standard vehicle styles (2 door, 4 door, coupe, etc.) Car Class - NCIC standard vehicle classes (boats included) Make - drop down menu box with NCIC standard vehicle manufacturer Model - drop down menu box with NCIC standard vehicle models, constrained by manufacturers Color 1 - drop down menu box with multiple select capability Color 2 – drop down menu box with multiple select capability			
Response:				
VSQC 4	The Application provides the following Vehicle Filters for the search: 1. Law Enforcement Geographic Area - custom boxes for beats, teams, districts, precincts, region, county, city, etc. 2. Crime Class (drop down menu box) 3. Specific Crime Type (drop down menu box) 4. Date – two free text boxes to provide a range 5. Time – two free text boxes to provide a range			
Response:				

		Application Description – Technical Requirements **Weapons/Firearms Search/Query Capability**	YES	NO	PARTIAL
WFS 1		The Application provides the following General Weapons/Firearm search: Serial Number - free text			
Response:					
WFS 2		The Application provides the following Weapons/Firearm Description search: Manufacturer - Firearms manufacturers listed in NCIC manual in a drop down box Brand - drop down menu box limited by selection of manufacturer Type - drop down menu box listing all firearm types in NCIC manual Caliber - drop down menu box listing all calibers in the NCIC manual Color 1 - drop down menu box with multiple select capability Color 2 – drop down menu box with multiple select capability			
Response:					
WFS 3		The Application provides the following Filters for the Weapons/Firearm search: Law Enforcement Geographic Area - custom boxes for beats, teams, districts, precincts, region, county, city, etc. Crime Class (drop down menu box). Specific Crime Type (drop down menu box). Role (drop down menu box). Date - two free text boxes to provide a range Time – two free text boxes to provide a range			
Response:					

		Application Description – Technical Requirements **Property Search/Query Capability**	YES	NO	PARTIAL
PSQC 1		The Application provides the following General Property search: Category - All property categories listed in the NCIC manual in a drop down menu box Serial Number - free text entry box Type - All property types listed in the NCIC manual in a drop down menu box			
Response:					

		YES	NO	PARTIAL
PSQC 2	The Application provides the following Property Description search: Make - free text entry box Model - free text entry box Size - free text entry box Color 1 - drop down menu box with multiple select capability Color 2 - drop down menu box with multiple select capability			
Response:				
PSQC 3	The Application provides the following Securities search: Securities Category - All categories listed in NCIC manual in a drop down box Securities Type - All types listed in NCIC manual in a drop down box Currency Type – drop down menu box Currency Type - drop down menu box			
Response:				
PSQC 4	The Application provides the following Filters for the Property search: Law enforcement Geographic Area - custom boxes for beats, teams, districts, precincts, region, county, city, etc. Crime Class (drop down menu box). Specific Crime Type (drop down menu box). Role (drop down menu box). Date - two free text boxes to provide a range Time – two free text boxes to provide a range			
Response:				

	Application Description – Technical Requirements **Document Search/Query Capability**	YES	NO	PARTIAL
DSQC 1	The Application provides the following General Document search: 1. Document Number - free text 2. Officer Badge Number - free text 3. Report / Arrest - Booking / FIR / Citation / Incident Activity type / etc. (drop down menu box) 4. Case Status (drop down menu box) 5. Modus Operandi category (drop down menu box) 6. Modus Operandi Type (drop down menu box) 7. Narrative Search - free text entry box for searching narrative text			
Response:				

		YES	NO	PARTIAL
DSQC 2	The Application provides the following Filters for the Document search: 1. Law Enforcement Geographic Area - custom boxes for beats, teams, districts, precincts, region, county, city, etc. 2. Crime Class (drop down menu box) 3. Specific Crime Type (drop down menu box) 4. Role (drop down menu box) 5. Date - two boxes to provide a range 6. Time - two boxes to provide a range			
Response:				

	Application Description – Technical Requirements **Search/Query Results Capability**	YES	NO	PARTIAL
SQRC 1	The Application provides the ability for the user to view all images associated with a database object.			
Response:				
SQRC 2	The Application shall, at a minimum, have the ability to display query results in a general summary screen using tabular format for the following query type: Persons Organizations Locations Vehicles Weapons / Firearms Property Documents (e.g. Report / Arrest - Booking / FIR / Citation / Incident Activity type, Case Status, MO factors, Narrative. Etc.)			
Response:				
SQRC 3	The Application has the ability to display query results for any specific object in a details screen.			
Response:				
SQRC 4	The Application has the ability to display any images associated with a database object in the details screen for that object (e.g. a person mug shot, evidence picture, video, sound file)			
Response:				
SQRC 5	The Application has the ability to display the source(s) (systems that provided the information) of the underlying information on the database object details screen.			
Response:				
SQRC 6	The Application has the ability to display any related objects in a specific object detail screen.			
Response:				
SQRC 7	The Application has the ability to access the related object detail screens through a browser hyperlink.			
Response:				

		YES	NO	PARTIAL
SQRC 8	The Application has the ability to sort tabular data in ascending or descending order.			
Response:				
SQRC 9	The Application has the ability to display any narrative or text notes associated with a particular object within the program interface.			
Response:				
SQRC 10	The Application has the ability to display the source(s) (systems that provided the information) of any consolidated data.			
Response:				
SQRC 11	NCJIS is a large data repository in Nebraska from which data will be extracted. Its structure that performs a federated search on much of the data it mines and some data is stored in a data warehouse. The application must be able to query the NCJIS system and accept its results from all its data sources, whether in the data warehouse or federally searched.			
Response:				
SQRC 12	The application normalizes all the data requested in queries from all sources. The system must be NIEM compliant and be able to perform a federated search on multiple data bases simultaneously and return normalized results which then can be linked by the system.			
Response:				
SQRC 13	In instances where Intel data and is combined with criminal data during the course of producing an intelligence product, the application indicates that Intel data is present and will advise regarding 28 CFR 23 compliance. Explain how this is done.			
Response:				

	Application Description – Technical Requirements **Incident Analysis and Mapping Capability**	YES	NO	PARTIAL
IAMC 1	The Application has the ability to perform analysis based on geographic locations of incidents over user definable time periods and is ESRI compliant/compatible.			
Response:				
IAMC 2	The Application has the capability of importing GIS information from disparate sources and using that information to display incidents on a map.			
Response:				
IAMC 3	The Application has the capability of displaying incidents over time using the following graph types: Bar graph Line graph Pie graph			
Response:				

IAMC 4	The Application has the capability of displaying incidents over time using the following time spans: Hour of Day Day of Week Day of Month Month of Year			
Response:				
IAMC 5	The Application has the capability of selecting one or more incidents plotted on a map and displaying a document summary screen listing the selected incidents.			
Response:				
IAMC 6	The Application has the capability of allowing a user to enter a location and displaying that location on a map.			
Response:				
IAMC 7	The Application has the capability of allowing the user to draw a rectangle on a map and querying all locations within that rectangle.			
Response:				
IAMC 8	The Application has the options of displaying incidents as discrete points or as "hot spots."			
Response:				
IAMC 9	Describe the layers imbedded in the GIS offering.			
Response:				
IAMC 10	Explain how layers can be customized and/or added.			
Response:				
IAMC 11	Explain what granularity of elevations is provided. How many can be visualized?			
Response:				
IAMC 12	The Offeror will provide all software required to make GIS functional.			
Response:				

	Application Description – Technical Requirements **Functionality by Role**	YES	NO	PARTIAL
FR 1	The Offeror will describe the functionality the Application provides, as outlined in the above functional requirements, for various law enforcement roles. Any functionality that exceeds the above requirements should also be described. Roles to be addressed include but are not limited to: Line Officers Investigators Detectives Fusion Analysts System Administrators The Offeror includes screen prints and training manuals to document role based functionality.			
Response:				
FR 2	Data access and display functionality is available to mobile units and/or PDA's operating on a range of public and private networks. While it is acceptable to have some functionality available to users on higher bandwidth networks only, that technology must become available to other agencies as they upgrade to higher bandwidth networks.			
Response:				

	Application Description – Technical Requirements **Data Backup and Business Continuity**	YES	NO	PARTIAL
DBBC 1	The Offeror will describe how data backups and disaster recovery will be achieved. The utilization of redundant hot site(s) is a requirement. Data backups and disaster recovery approaches will be documented for both the primary and redundant systems.			
Response:				
DBBC 2	In the event of catastrophic failure, the system can be fully operational within 30 min by switching over to a redundant hot site.			
Response:				

	Application Description – Technical Requirements **Project Risks**	YES	NO	PARTIAL
PR 1	The Offeror has identified all potential risks to the successful implementation of the Application/Application and document how each risk will be mitigated.			
Response:				

Page 50

	Application Description – Technical Requirements **Software Maintenance / Warranty & Documentation**	YES	NO	PARTIAL
SMWD 1	On-line and/or telephone <u>technical</u> support is available 7 days a week (Week days) from 7:00 am to 5:00 pm with 1 hour response time (answer question or provide solution est.), and 4 hour response times for Saturday and Sunday and daily after 5:00 pm (Central time).			
Response:				
SMWD 2	Availability of enhanced maintenance where all aspects of the application maintenance and support including database administration are provided by the Offeror including: Application Administration. The Offeror shall have full responsibility for supporting the application 7 days a week 24 hours a day. Operating System Administration. The Offeror shall have full responsibility for supporting the Operating System 7 days a week 24 hours a day.			
Response:				
SMWD 3	New releases and upgrades of the software provided periodically as part of the standard maintenance.			
Response:				
SMWD 4	Warranty provided for two (2) years from date of acceptance to include integration services with data sources.			
Response:				
SMWD 5	Software defects tracked and software patches released and installed periodically to address these defects as part of the standard maintenance.			
Response:				
SMWD 6	Mechanism / process for the NIAC to request specific Application enhancements.			
Response:				
SMWD 7	Complete Application up to date source code shall be placed in escrow during life of the license agreement.			
Response:				

	Application Description – Technical Requirements **Software Documentation & On-line Help**	YES	NO	PARTIAL
SDOH 1	Complete user documentation are available on-line for distribution.			
Response:				
SDOH 2	On-line content sensitive user help for all user aspects of the Application.			
Response:				
SDOH 3	Complete Technical documentation for all aspects of the Application.			
Response:				

	Application Description – Technical Requirements **Service – Installation & Training**	YES	NO	PARTIAL
SIT 1	Services to support installation, testing, and certification for operations of Application should be completed within 180 days following the purchase date.			
Response:				
SIT 2	Offeror will provide on-site Training in the application administration, operation, and minor customization of the baseline application for 10 people in its proposed schedule and state the level of training; coincident with completion of IV&V acceptance testing.			
Response:				
SIT 3	Offeror will provide on-site train-the-trainer for user training for 6 people in its proposed schedule and state the level of training; .coincident with completion of IV&V acceptance testing.			
Response:				

	Application Description – Technical Requirements **Application / Application Set Licensing**	YES	NO	PARTIAL
AASL 1	The Offeror will provide pricing for adding future data sources of easy, medium and complex levels of difficulty. This would be pricing for data sources beyond what is listed in Section IV(H)3. Please provide in your response what is required to add additional sources of data.			
Response:				

	Application Description – Technical Requirements **Intelligence Data Management Capability ONLY Answer if IMS is Being Offered**	YES	NO	PARTIAL
IDMC 1	The intelligence system has a case management module.			
Response:				
IDMC 2	The intelligence management function should provide the capability for the user to enter Document information first then associate other objects with that document.			
Response:				
IDMC 3	The intelligence management system provides the capability for a retention period clock that can be configured for time periods selected by the administrator.			
Response:				
IDMC 4	The intelligence management system resets the retention period clock for an object when the document has been exported.			
Response:				
IDMC 5	The intelligence management system provides the capability to update a stored object and save it as a new object, without changing the original object.			
Response:				
IDMC 6	The intelligence management module should provide the capability for supervisory review of criminal intelligence data prior to any data purging.			
Response:				
IDMC 7	The intelligence management module's document table includes an indicator as to whether the data are criminal history records information or criminal intelligence-related information.			
Response:				
IDMC 8	When the Criminal/Intel indicator indicates criminal intelligence-related information, the document should include: A Content Validity field that can be set to: Confirmed, Probable, Doubtful, or cannot be judged Source Reliability field that can be set to: Reliable, Usually Reliable, Unreliable, or Unknown.			
Response:				
IDMC 9	The intelligence management module should provide the capability to restrict access to all data based on restriction flags and group names.			
Response:				

IDMC 10	The intelligence management module should provide the capability for users, on a document basis, to set a restriction level field to: Confidential – only authorized users are aware of and can view the data. Sensitive – only authorized users can view the data; non authorized users are notified there is additional data and provided a reference or point of contact for further investigation. Unclassified – all users can view the data.			
Response:				
IDMC 11	The intelligence management module shall be 28 Code of Federal Regulations (CFR) Part 23 compliant.			
Response:				

P.   DELIVERABLES

An implemented, turnkey CIS or MIS application system in accordance with the capabilities as stated in Section IV(Q) including:

1.   Primary system and server
2.   Redundant system
3.   Functional at the user desktop
4.   Structured output capability
5.   Project management
6.   All necessary server technology and software
7.   Integration and installation services
8.   Data connectivity to data sources allowing data mining which can be used by the fusion process
9.   Interfaces and connectivity to external and internal applications (for extraction and loading)
10.   Testing
11.   Training
12.   End user manuals
13.   Technical documentation
14.   System recovery
15.   Backup and restore capabilities
16.   Post-implementation warranty
17.   Annual maintenance support
18.   Warranty
19.   Successful acceptance by State

Any requirements or requests for information as stated in any section of this RFP are considered deliverables.

V.   PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions:

A.   TECHNICAL PROPOSAL
The Technical Proposal shall consist of four (4) sections:

1.   SIGNED "State of Nebraska Request For Proposal For Contractual Services" form;
2.   Executive Summary;
3.   Corporate Overview; and
4.   Technical Approach.

1.   REQUEST FOR PROPOSAL FORM
By signing the "Request For Proposal For Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions stated in this Request for Proposal and certifies bidder maintains a drug free work place environment.

The Request For Proposal For Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

2.   EXECUTIVE SUMMARY
The Executive Summary shall condense and highlight the contents of the solution being proposed by the bidder in such a way as to provide the Evaluation Committee with a broad understanding of the Contractor's Technical Proposal.

Bidders must present their understanding of the problems being addressed by implementing a new system, the objectives and intended results of the project, and the scope of work. Bidders shall summarize how their Technical Proposal meets the requirements of the Request for Proposal, and why they are best qualified to perform the work required herein. Limit to six (6) pages.

3.   CORPORATE OVERVIEW
The Corporate Overview section of the Technical Proposal must consist of the following subdivisions:

a.   BIDDER IDENTIFICATION AND INFORMATION
The bidder must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business, whether the name and form of organization has changed since first organized, and Federal Employer Identification Number and/or Social Security Number.

b. FINANCIAL STATEMENTS

The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must provide a copy of the corporation's most recent audited financial reports and statements, and the name, address and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information must be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm must provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded Offeror(s) will require notification to the State.

d. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska must be identified.

e. RELATIONSHIPS WITH THE STATE

The bidder shall describe any dealings with the State or within any government jurisdiction in the state over the previous five (5) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any party named in the bidder's proposal response is or was an employee of the State within the past five (5) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

g.   **CONTRACT PERFORMANCE**
If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other party's name, address and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

h.   **SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**
The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

i.   Bidder must provide narrative descriptions to highlight the similarities between their experience and this Request for Proposal. These descriptions must include:

    a)   the time period of the project;
    b)   the scheduled and actual completion dates;
    c)   the contractor's responsibilities;
    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
    e)   each project description shall identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description must provide the originally scheduled completion date and budget, as

well as the actual (or currently planned) completion date and actual (or currently planned) budget.

    ii.   Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.

    iii.   If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for the contractors above. In addition, subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

i.   **SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH**

The bidder must present a detailed description of its proposed approach to the management of the project.

The bidder must identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project shall be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder shall provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

j.   **SUBCONTRACTORS**

If the bidder intends to subcontract any part of its performance hereunder, the bidder must provide:

    i.   name, address and telephone number of the subcontractor(s);
    ii.   specific tasks for each subcontractor(s);
    iii.   percentage of performance hours intended for each subcontract; and
    iv.   total percentage of subcontractor(s) performance hours.

4. **TECHNICAL APPROACH**
The technical approach section of the Technical Proposal must consist of the following subsections:

    a.   understanding of the project requirements;
    b.   proposed development approach;
    c.   technical considerations;
    d.   detailed project work plan; and
    e.   deliverables and due dates.

B.   **COST PROPOSAL REQUIREMENTS**
This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is a separate section or is packaged separately as specified in this RFP from the Technical Proposal section.

The component costs of the fixed price proposal for providing the services set forth in the Request for Proposal must be provided by submitting forms substantially equivalent to those described below.

    1.   **PRICING SUMMARY**
    This summary shall present the total fixed price to perform all of the requirements of the Request for Proposal. The bidder must include details in the Cost Proposal supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

    The State reserves the right to review all aspects of the Cost Proposal for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

    2.   **PRICES**
    Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Request for Proposal. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

C.   **PAYMENT SCHEDULE**
The payment schedule for the project is tied to specific dates and deliverables. Invoices may be submitted by the contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved. A percentage of the total contract cost may then be invoiced based on the following schedule as indicated on the cost proposal worksheet.

"Total Server Software and Hardware" Cost of servers and redundant servers 75%, less retainage when delivered and installed (connectivity to screens achieved at desktops) Note: this is dependent upon the State providing the network connectivity; IV&V of functionality of redundant servers 25% (this will occur at system acceptance)

"Total Installation" external data sources connected – 50% of the cost, less retainage.

IV&V of "External Data Sources" connected – 50% of the cost, less retainage.

"Training" – Technical manuals and training – completed acceptance testing: 100% training costs and release all retainage.

"Support and Warranty" – as due after acceptance

Form A

Bidder Contact Sheet

Request for Proposal Number 2935Z1

Form A should be completed and submitted with each response to this Request for Proposal. 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:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each bidder shall 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:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Revised: 10/01/08

Form B

Notification of Intent to Attend Pre-Proposal Conference

Request for Proposal Number 2935Z1

Bidder Name:	
Bidder Address:	
Contact Person:	
E-mail Address:	
Telephone Number:	
Fax Number:	
Number of Attendees:	

The "Notification of Intent to Attend Pre-Proposal Conference" form should be submitted to the State Purchasing Bureau via e-mail (matpurch.dasmat@nebraska.gov), facsimile (402-471-2089), hand delivered or US Mail by the date shown in the Schedule of Events.

Revised: 10/01/08

Form C

Notification of Intent to Bid

Request for Proposal Number 2935Z1

Bidder Name:	
Bidder Address:	
Contact Person:	
E-mail Address:	
Telephone Number:	
Fax Number:	

The "Notification of Intent to Bid" form should be submitted to the State Purchasing Bureau via e-mail (matpurch.dasmat@nebraska.gov), facsimile (402-471-2089), hand delivered or US Mail by the date shown in the Schedule of Events.

Revised: 10/01/08

Attachment A Cost Schedule

RFP Number 2935Z1

Vendor Name: _____

BIDDER OPTION 1:
  Bidder is proposing both the CIS and IMS solutions; proposal includes separate software packages for each solution.

BIDDER OPTION 2:
  Bidder is proposing both the CIS and IMS solutions; one system is proposed for both solutions.

BIDDER OPTION 3:
  Bidder is proposing the CIS solution only

BIDDER OPTION 4:
  Bidder is the IMS solution only

Indicate option selected for your proposal:

Option Selected:_____

In the cost schedule columns, include all costs associated with the option selected above.

In the tables below, Items may be referenced in the proposal in locations in addition to the one listed. Initial references are provided.

Vendors should use the appropriate table(s) corresponding to the option selected above.   Tables need only be submitted for the option selected.

(Bidder to add lines to the table as required)

OPTION 1

Option 1 // CIS Solution	Description / Purpose	Reference RFP Proposal Section	Cost In $
Software (list components separately e.g., application, server OS, client software (if any), etc., including all licensing costs for software and users)		Section IV, throughout	
Hardware – (list components separately ; include server itself, NIC card I/O devices as required)		Section IV, throughout	
Total - All Hardware/Software Costs			
Installation/Integration Data		Section IV, throughout	
IMS integration to CIS to harvest IMS data			
Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS (list the cost for each of the 22 sources in section IV (H) 3 separately			

to allow the State to modify the number of sources connected in the interest of schedule and cost). Do not include costs for the 3 optional items , Slueth, SAR, NDex.			
Integration services cost Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS (list the cost for each of the 22 sources in section IV (H) 3 separately to allow the State to modify the number of sources connected in the interest of schedule and cost). Do not include costs for the 3 optional items , Slueth, SAR, NDex.			
Total – Installation/Integration Data			

OPTION 1

Option 1// CIS Solution	Description / Purpose	Reference RFP Proposal Section	Cost In $
Training		Pg 54, Item 11; pg 52 SIT 1-3	
Administrative			
End User Train trainer			
Total - Training - All Costs			

Support/Maintenance – Annually (Describe what is included)		PG 51, SMWD all; Pg 54, Item 17	
1st year after 2 year warranty period expires			
2nd year after 2 year warranty period expires			
3rd year after 2 year warranty period expires			
4th year after 2 year warranty period expires			
5th year after 2 year warranty period expires			
Total Support and Maintenance			
Total Cost CIS			

OPTION 1

Option 1// CIS Solution – Optional Items	Description / Purpose	Reference RFP Proposal Section	Cost In $
Optional Costs – Bids required for Items annotated with an asterisk (*)			
Redundant (backup capability) Server CIS Hardware*		DBBC 1& 2, Subsection P, Item 2	
Redundant (backup capability) Server CIS Software*		DBBC 1& 2, Subsection P, Item 2	
Redundant (backup capability) Server CIS Services*		DBBC 1& 2, Subsection P, Item 2	
Development, Training and Maintenance Server - CIS Server Hardware*		SMWD requirements, pg 51	
Development, Training and Maintenance Server - CIS Server Software*			
Development, Training and Maintenance Server – CIS Server Installation charges*			
GIS Server (if separate hardware required) Hardware*		IAMC 1-12, pg 48,49	

GIS Server (if separate software required for the GIS capability) Software*		IAMC 1-12 Pg 48,49	
GIS Server (if separate software/hardware required) Services and integration/installation*		IAMC 1-12 Pg 48,49	

OPTION 1

Option 1 //CIS Solution – Optional Items	Description / Purpose	Reference RFP Proposal Section	Cost In $
Dashboard (if separate hardware required) Hardware – (Note: Dashboard bid is not mandatory)		Section IV (H) 2, page 28	
Dashboard (if separate software/hardware required) Software,, including licensing costs		Section IV (H) 2, page 28	
Dashboard (if separate software/hardware required) Services and integration/other		Section IV (H) 2, page 28	
Costs to add a Data Source (each source) software, if any*		Section IV subsection A – scalability; AASL 1, pg 52	
Costs to add a Data Source (each source) services, if any*		Section IV subsection A – scalability; AASL 1, pg 52	
Costs per additional user license for CIS (or incremental unit of pricing used by the vendor)*		Section IV subsection A – scalability; AASL 1, pg 52	

Costs for customized programming (per hour)*		Section IV subsection A – scalability; AASL 1,pg 52	
Comp Stat Module – state number of users and total cost (Note: Comp Stat bid is not mandatory)		Q3, pg 31	
Cost to integrate to dashboard			

OPTION 1

Option 1 - IMS Solution	Description / Purpose	Reference RFP Proposal Section	Cost In $
Software (list components separately e.g., application, server OS, client software (if any), etc., including all licensing costs for software and users)		Subsection P, Page 54. Item 1	
Hardware – Server etc (list components separately ; include server itself, NIC card I/O devices as required)		Subsection P, Page 54, Item 1	
Total - Hardware Software Costs			

Option 1 IMS Solution	Description / Purpose	Reference RFP Proposal Section	Cost In $
Installation/Integration Services		Subsection P, Page 54, Item 7	
IMS integration to CIS including mining of IMS			
Total – Installation/Integration IMS			

OPTION 1

Option 1 IMS Solution	Description / Purpose	Reference RFP Proposal Section	Cost In $
Training		Pg 54, Item 11; pg 52 SIT 1-3	
Administrative			
End User Train trainer			
Total - Training - All Costs			

OPTION 1

OPTION 1

Option 1 IMS Solution (Optional Costs)	Description / Purpose	Reference RFP Proposal Section	Cost In $
Support/Maintenance – Annually (Describe what is included)		PG 51, SMWD all; Pg 54, Item 17	
1st year after 2 year warranty period expires			
2nd year after 2 year warranty period expires			
3rd year after 2 year warranty period expires			
4th year after 2 year warranty period expires			
5th year after 2 year warranty period expires			
Total Support and Maintenance			
Redundant (backup capability) Server IMS Hardware		Subsection P, Item 2	SMWD requirements, pg 51
Total Cost IMS			
Redundant (backup capability) Server IMS Software		Subsection P, Item 2	
Redundant (backup capability) Server IMS Services		Subsection P, Item 2	
Development, Training and Maintenance Server - IMS Server Hardware*		SMWD requirements,	

		pg 51	
Development, Training and Maintenance Server - IMS Server Software*			
Development, Training and Maintenance Server – IMS Server Installation charges*			
Costs per additional user license for CIS (or incremental unit of pricing used by the vendor)*			
Cost to integrate to dashboard			

OPTION 2

Option 2 // CIS/IMS Solution	Description / Purpose	Reference RFP Proposal Section	Cost In $
Software (list components separately e.g., application, server OS, client software (if any), etc., including all licensing costs for software and users)		Section IV, throughout	
Hardware – Server etc (list components separately ; include server itself, NIC card I/O devices as required)		Section IV, throughout	
Total - Hardware/Software Costs			
Installation/Integration Data		Section IV,	

		throughout	
Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS (list the cost for each of the 22 sources in section IV (H) 3 separately to allow the State to modify the number of sources connected in the interest of schedule and cost). Do not include costs for the 3 optional items , Slueth, SAR, NDex.			
Integration services cost Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS (list the cost for each of the 22 sources in section IV (H) 3 separately to allow the State to modify the number of sources connected in the interest of schedule and cost). Do not include costs for the 3 optional items , Slueth, SAR, NDex.			
Total – Installation/Integration Data			

OPTION 2

Option 2// CIS/IMS Solution	Description / Purpose	Reference RFP Proposal Section	Cost In $
Training		Pg 54, Item 11; pg 52 SIT 1-3	

Administrative			
End User Train trainer			
Total - Training - All Costs			
Support/Maintenance – Annually (Describe what is included)		PG 51, SMWD all; Pg 54, Item 17	
1st year after 2 year warranty period expires			
2nd year after 2 year warranty period expires			
3rd year after 2 year warranty period expires			
4th year after 2 year warranty period expires			
5th year after 2 year warranty period expires			
Total Support and Maintenance			
Total Cost CIS/IMS			

OPTION 2

Option 2// CIS/IMS Solution – Optional Items	Description / Purpose	Reference RFP Proposal Section	Cost In $
Optional Costs – Bids required for Items annotated with an asterisk (*)			
Redundant (backup capability) Server CIS/IMS Hardware*		DBBC 1& 2, Subsection P, Item 2	
Redundant (backup capability) Server CIS/IMS Software*		DBBC 1& 2, Subsection P, Item 2	
Redundant (backup capability) Server CIS/IMS Services*		DBBC 1& 2, Subsection P, Item 2	
Development, Training and Maintenance Server – CIS/IMS Server Hardware*		SMWD requirements, pg 51	
Development, Training and Maintenance Server – CIS/IMS Server Software*			
Development, Training and Maintenance Server – CIS/IMS Server Installation charges*			
GIS Server (if separate hardware required) Hardware*		IAMC 1-12,	

		pg 48,49	
GIS Server (if separate software required for the GIS capability) Software*		IAMC 1-12 Pg 48,49	
GIS Server (if separate software/hardware required) Services and integration/installation*		IAMC 1-12 Pg 48,49	

OPTION 2

Option 2 //CIS Solution – Optional Items		Reference RFP Proposal Section	Cost In $
Dashboard (if separate hardware required) Hardware – (Note: Dashboard bid is not mandatory)		Section IV (H) 2, page 28	
Dashboard (if separate software/hardware required) Software,, including licensing costs		Section IV (H) 2, page 28	
Dashboard (if separate software/hardware required) Services and integration/other		Section IV (H) 2, page 28	
Costs to add a Data Source (each source) software, if any*		Section IV subsection A – scalability; AASL 1, pg 52	
Costs to add a Data Source (each source) services, if any*		Section IV subsection A – scalability; AASL 1, pg 52	
Costs per additional user license for CIS (or incremental unit of pricing used by the vendor)*		Section IV subsection A – scalability; AASL 1, pg 52	

Costs per additional user license for IMS (or incremental unit of pricing used by the vendor)*		Section IV subsection A – scalability; AASL 1, pg 52	
Costs for customized programming (per hour)*		Section IV subsection A – scalability; AASL 1, pg 52	
Comp Stat Module – state number of users and total cost		Q3, pg 31	
Cost to integrate to dashboard			

Option 3 // CIS Solution	Description / Purpose	Reference RFP Proposal Section	Cost In $
Software (list components separately e.g., application, server OS, client software (if any), etc., including all licensing costs for software and users)		Section IV, throughout	
Hardware – Server etc (list components separately ; include server itself, NIC card I/O devices as required)		Section IV, throughout	
Total - Hardware/Software Costs			
Installation/Integration Data		Section IV, throughout	
IMS integration to CIS to harvest IMS data			
Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS (list the cost for each of the 22 sources in section IV (H) 3 separately to allow the State to modify the number of sources connected in the interest of schedule and cost). Do not include costs for the 3 optional items , Slueth,			

SAR, NDex.			
Integration services cost Software Costs to connect, harvest and complete ETL for Data Sources for use by the CIS (list the cost for each of the 22 sources in section IV (H) 3 separately to allow the State to modify the number of sources connected in the interest of schedule and cost). Do not include costs for the 3 optional items , Slueth, SAR, NDex.			
Total – Installation/Integration Data			

OPTION 3

Option 3// CIS Solution	Description / Purpose	Reference RFP Proposal Section	Cost In $
Training		Pg 54, Item 11; pg 52 SIT 1-3	
Administrative			
End User Train trainer			
Total - Training - All Costs			
Support/Maintenance – Annually (Describe what		PG 51,	

is included)		SMWD all; Pg 54, Item 17	
1st year after 2 year warranty period expires			
2nd year after 2 year warranty period expires			
3rd year after 2 year warranty period expires			
4th year after 2 year warranty period expires			
5th year after 2 year warranty period expires			
Total Support and Maintenance			
Total Cost CIS			

OPTION 3

Option 3// CIS Solution – Optional Items	Description / Purpose	Reference RFP Proposal Section	Cost In $
Optional Costs – Bids required for Items annotated with an asterisk (*)			
Redundant (backup capability) Server CIS Hardware*		DBBC 1& 2, Section P, Item 2	
Redundant (backup capability) Server CIS Software*		DBBC 1& 2, Subsection P, Item 2	
Redundant (backup capability) Server CIS Services*		DBBC 1& 2, Subsection P, Item 2	
Development, Training and Maintenance Server - CIS Server Hardware*		SMWD requirements, pg 51	
Development, Training and Maintenance Server - CIS Server Software*			
Development, Training and Maintenance Server – CIS Server Installation charges*			
GIS Server (if separate hardware required) Hardware*		IAMC 1-12, pg 48,49	

GIS Server (if separate software required for the GIS capability) Software*		IAMC 1-12 Pg 48,49	
GIS Server (if separate software/hardware required) Services and integration/installation*		IAMC 1-12 Pg 48,49	

OPTION 3

Option 3 //CIS Solution – Optional Items	Description / Purpose	Reference RFP Proposal Section	Cost In $
Dashboard (if separate hardware required) Hardware – (Note: Dashboard bid is not mandatory)		Section IV (H) 2, page 28	
Dashboard (if separate software/hardware required) Software,, including licensing costs		Section IV (H) 2, page 28	
Dashboard (if separate software/hardware required) Services and integration/other		Section IV (H) 2, page 28	
Costs to add a Data Source (each source) software, if any*		Section IV subsection A – scalability; AASL 1, pg 52	
Costs to add a Data Source (each source) services, if any*		Section IV subsection A – scalability; AASL 1, pg 52	
Costs per additional user license for CIS (or incremental unit of pricing used by the vendor)*		Section IV subsection A – scalability; AASL 1, pg 52	

Costs for customized programming (per hour)*		Section IV subsection A – scalability; AASL 1, pg 52	
Comp Stat Module – state number of users and total cost(Note: Comp Stat bid is not mandatory)		Q3, pg 31	
Cost to integrate to dashboard			

OPTION 4

Option 4 - IMS Solution	Description / Purpose	Reference RFP Proposal Section	Cost In $
Software (list components separately e.g., application, server OS, client software (if any), etc., including all licensing costs for software and users)		Subsection P, Page 54. Item 1	
Hardware – Server etc (list components separately ; include server itself, NIC card I/O devices as required)		Section P, Page 54, Item 1	
Total - Hardware Software Costs			

Option 4 IMS Solution	Description / Purpose	Reference RFP Proposal Section	Cost In $
Installation/Integration Services		Section P, Page 54, Item 7	
IMS integration to CIS including mining of IMS			
Total – Installation/Integration IMS			

OPTION 4

Option 4 - IMS Solution	Description / Purpose	Reference RFP Proposal Section	Cost In $
Training		Pg 54, Item 11; pg 52 SIT 1-3	
Administrative			
End User Train trainer			
Total - Training - All Costs			

OPTION 4

OPTION 4

Option 4 IMS Solution (Optional Costs)	Description / Purpose	Reference RFP Proposal Section	Cost In $
Support/Maintenance – Annually (Describe what is included)		Pg 51, SMWD all; Pg 54, Item 17	
1st year after 2 year warranty period expires			
2nd year after 2 year warranty period expires			
3rd year after 2 year warranty period expires			
4th year after 2 year warranty period expires			
5th year after 2 year warranty period expires			
Total Support and Maintenance			
Total Cost IMS			
Redundant (backup capability) Server IMS Hardware		Subsection P, Item 2 SMWD requirements, pg 51	
Redundant (backup capability) Server IMS Software		Subsection P, Item 2	
Redundant (backup capability) Server IMS Services		Subsection P, Item 2	

Development, Training and Maintenance Server - IMS Server Hardware*		SMWD requirements, pg 51	
Development, Training and Maintenance Server - IMS Server Software*			
Development, Training and Maintenance Server – IMS Server Installation charges*			
Costs per additional user license for CIS (or incremental unit of pricing used by the vendor)*			
Cost to integrate to dashboard			