

STATE OF NORTH CAROLINA North Carolina Department of Justice (NCDOJ)	REQUEST FOR PROPOSAL NO. 09-ITS-005149
	Bids shall be publicly opened: January 25, 2011 @ 2:00 pm ET
	Contract Type: Open Market
Refer <u>ALL</u> Inquiries to: Cynthia Vinson Telephone No. (919) 773-7814	Date Issued: December 2, 2010 Commodity Number: 208 Commodity: North Carolina Local Crime Data Integration System
E-Mail: itd-bids@ncdoj.gov	Using Agency Name: North Carolina Department of Justice
(See page 2 for delivery instructions)	Agency Requisition No. PR10004350

OFFER AND ACCEPTANCE: This solicitation advertises the State's needs for the services and/or goods described herein. The State seeks proposals comprising competitive bids offering to sell the services and/or goods described in this solicitation. All proposals and responses received shall be treated as offers to contract. The State's acceptance of any proposal shall be demonstrated by execution of the acceptance found below, and any subsequent Request for Best and Final Offer, if issued.

Acceptance shall create a contract having an order of precedence among terms as follows:

1. Best and Final Offers, if any;
2. Special terms and conditions specific in this RFP;
3. Specifications of the solicitation documents, except as amended;
4. North Carolina Office of Information Technology Supplemental Terms and Conditions for Software and Services;
5. The North Carolina Information Technology Procurement Office Terms and Conditions, as may be amended by the Supplemental Terms contained herein, if any; and
6. The awarded Vendor's Response to this RFP.

In the event of any inconsistency or conflict between or among the terms and conditions of the resulting contract, including any documents and Exhibits, any such inconsistency shall be resolved by giving precedence in the order immediately above.

EXECUTION: In compliance with this Request for Proposal, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all services or goods upon which prices are bid, at the price(s) offered herein, within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion.

Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids are not acceptable.

BIDDER:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO
PRINT NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for one hundred eighty (180) days from date of bid opening.

ACCEPTANCE OF BID: If any or all parts of this bid are accepted, an authorized representative of NCDOJ shall affix their signature hereto and this document and the provisions of the special terms and conditions specific to this Request for Proposal, the specifications, and the State's General Terms and Conditions shall then constitute the written agreement between the parties. A copy of this acceptance shall be forwarded to the successful Vendor(s).

FOR NCDOJ USE ONLY

Offer accepted and contract awarded this ____ day of _____, 20____, as indicated on attached certification,
by _____ (Authorized representative of NC Department of Justice).

ISSUING AGENCY: North Carolina Department of Justice
Raleigh, North Carolina 27602

USING AGENCY: North Carolina Department of Justice
P.O. Box 629
Raleigh, North Carolina 27602

DELIVERY INSTRUCTIONS: Vendor shall deliver **two (2) executed originals** and **two (2) executed copies** of the Proposal to Issuing Agency in a sealed package with Company Name and RFP Number clearly marked on the front. Vendor shall also submit **two (2) electronic executed copies** ([this should be the exact same version as the executed original](#)) of its proposal on read-only CD/DVD(s). The files on the discs should not be password-protected and should be capable of being copied to other media.

DELIVERED TO:

BID NUMBER: 09-ITS-005149
North Carolina Department of Justice
Attn: Cynthia Vinson, Contract Admin.
3320 Garner Road, Bldg. 17, Room 214
Raleigh, NC 27610

Sealed bids, subject to the conditions made a part hereof, shall be received at [3320 Garner Road, Bldg. 17, Room 214, Raleigh, NC 27610](#) until 2:00 p.m. Eastern Standard Time on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Proposals for this RFP shall be submitted in a sealed package with the Execution of Proposal signed and dated by an official authorized to bind the Vendor's firm. Failure to return a signed execution of proposal shall result in disqualification. All proposals shall comply with Section VI, Proposal Content and Organization.

Proposals shall not be accepted by electronic means. This RFP is available electronically at <http://www.ips.state.nc.us/ips/pubmain.asp>. All inquiries regarding the RFP requirements are to be addressed to the contact person listed on Page One.

Written questions concerning the RFP specifications shall be received until December 15, 2010 at 2:00pm Eastern Standard Time. They shall be sent via e-mail to: itd-bids@ncdoj.gov or faxed to (919) 773-7898. Insert "Questions 09-ITS-005149" in the subject matter of your e-mail. A summary of all questions and answers shall be posted to the Interactive Purchasing System (IPS) as an addendum to this RFP. The questions are to be submitted in the following format:

Citation	Vendor Question	The State's Response
Bid Section, Page Number		

Addendum to RFP: If written questions are received prior to the submission date, an addendum comprising questions submitted and responses to such questions, or any additional terms deemed necessary by the State shall be posted to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us/ips/deptbids.asp>, and shall become an Addendum to this RFP. Vendors' questions posed orally at any pre-bid conference shall be reduced to writing by the Vendor and provided to the Purchasing Officer as directed by said Officer.

Critical updated information may be included in these Addenda. It is important that all Vendors bidding on this proposal periodically check the State website for any and all Addenda that may be issued prior to the bid opening date.

Basis for Rejection. Pursuant to 9 NCAC 06B.0401, the State reserves the right to reject any and all offers, in whole or in part; by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered; non-compliance with the requirements or intent of this solicitation; lack of competitiveness; error(s) in specifications or indications that revision would be advantageous to the State; cancellation or other changes in the intended project, or other determination that the proposed requirement is no longer needed; limitation or lack of available funds; circumstances that prevent determination of the best offer; or any other determination that rejection would be in the best interest of the State.

NOTICE TO VENDORS: The State objects to and shall not be required to evaluate or consider any additional terms and conditions submitted with a Bidder's response. This applies to any language appearing in or attached to the document as part of the Bidder's response. By execution and delivery of this Request for Proposal and response(s), the Bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

Late Proposals. Regardless of cause, late proposals shall not be accepted and shall automatically be disqualified from further consideration. It shall be the Vendor's sole risk to ensure delivery at the designated office by the designated time. Late proposals shall not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

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I. Introduction

A. Introduction

The purpose of this RFP is to solicit proposals for a customizable and proven COTS solution for the North Carolina Department of Justice (NCDOJ) for local crime data integration system. The CAPTURES project seeks to develop a statewide data collection solution with information provided by Local Law Enforcement Agencies (LLEAs). This project shall standardize that data into formats that can be used for reporting and analysis at local, state, and federal levels. The project shall provide the ability for law enforcement across the state to collect and consolidate crime data by establishing a web portal and a statewide data repository. The project includes supply of required computer software and recommendations for hardware as well as integration and implementation services. Any necessary hardware shall be purchased separately by NCDOJ.

The objectives of the CAPTURES project are to:

1. Coordinate the development and operation of a statewide data repository solution (CAPTURES) that contains local law enforcement incident-based crime data.
2. Increase collaboration among local law enforcement agencies by providing users statewide data collection capabilities for local crime data in a simple and useful format that is accurate, secure and timely. Increase the amount of local crime data collected from North Carolina jurisdictions.
3. Ensure NIBRS (National Incident-Based Reporting System) compliant data is submitted to the FBI's Uniform Crime Reporting (UCR) Program.
4. Increase the amount of local crime data collected from North Carolina jurisdictions.
5. Ensure data sharing with the FBI's N-DEX program which also provides access to crime analysis tools.
6. Through education and training, increase and improve local crime reporting.

The North Carolina Department of Justice (NCDOJ) is requesting a solution that can be customized and potentially transitioned to NCDOJ personnel for management and maintenance. This software shall be customized based on North Carolina requirements to include the following standards: IBR-3 (Incident Based Reporting, Level 3); NIBRS (National Incident Based Reporting System); NC-IBRS (North Carolina Incident Based Reporting System). All data integration modules, adapters and other custom software related to this project shall be the property of NCDOJ. The statewide repository shall be located at and managed by NCDOJ IT Division in Raleigh, NC. Data in the repository shall be made available to the North Carolina Department of Justice, State Bureau of Investigation's (SBI) UCR program, modeled on National Incident Based Reporting System (NIBRS) and NC Plus standards. Data shall also be shared with the FBI's National Data Exchange (N-DEX) program based on pre-defined National Information Exchange Model (NIEM) standards and include flexibility with the following nationally recognized standards: XML (Extensible Markup Language); GJXDM (Global Justice XML Data Model); NIEM (National Information Exchange Model); LEXS (Logical Entity eXchange Specifications); IEPD (Information Exchange Package Documentation).

B. Background

In 2009, 369,339 total Index Crimes were reported in North Carolina (36,881 violent: 332,458 property).

North Carolina law enforcement collects information from monthly crime incident reports, stored locally; however, not available to share/help track trends. Four hundred and thirty (430) of five hundred sixty seven (567) North Carolina agencies submit information to the state Uniform Crime Reporting (UCR) program, Operated by DOJ/SBI. Such reporting is not mandatory. The SBI forwards data, using uniform offense definitions, to the FBI. Data is not collected statewide, or in a consistent and usable format which hinders the ability to efficiently report on the state crime data. Law enforcement's ability to provide the standardized data has historically been hindered by the lack of the collection of data and a repository, lack of training, and non-participation.

There are no current statewide efforts to develop the needed infrastructure for local incident-based crime data. Law enforcement agencies are the primary point of first contact with the criminal justice system. Their data is a major source for providing data for statistical reporting. This information will help agencies direct resources and approaches toward affected populations/groups.

C. Project Overview

To reach this end goal, the implementing State agency will:

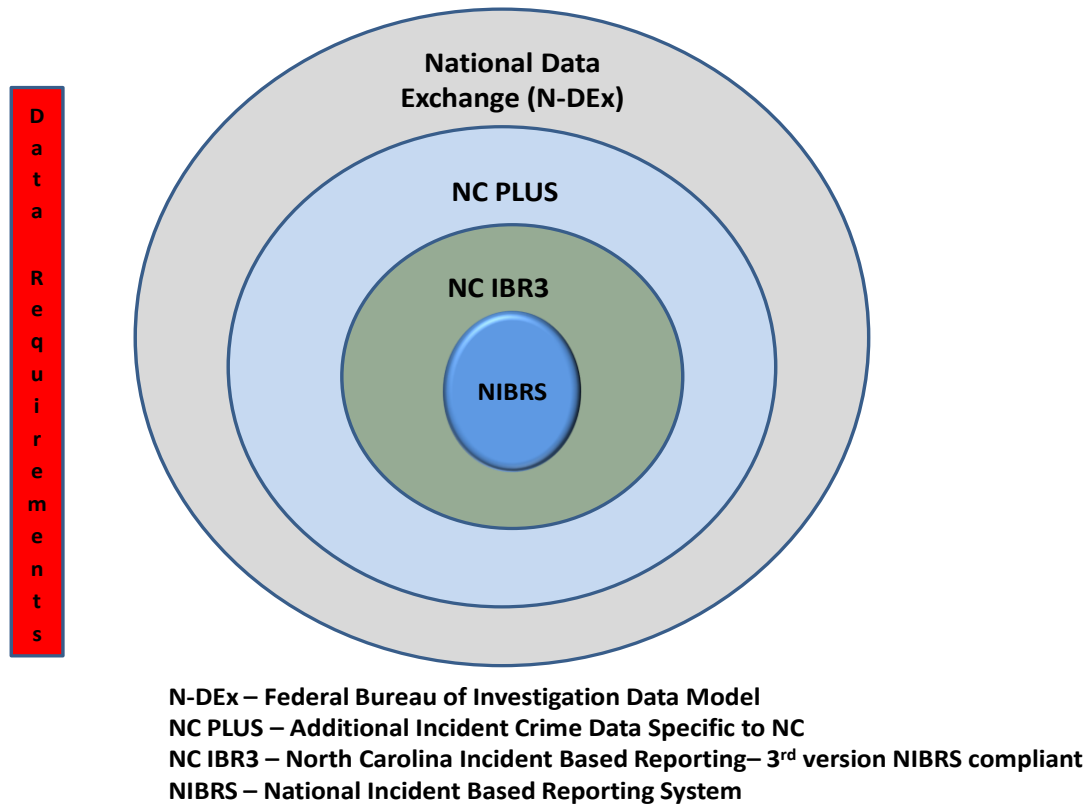
1. Facilitate project planning and provide project management support for the development of a data model, data exchange standards, and the other activities needed to attain the goals of this project.
2. Monitor the progress of the project and provide information of ongoing initiatives, progress in defining standards, and any potential problem areas that need specific action.
3. Develop and define a Statement of Work (SOW) for contracting services to develop a statewide local crime data repository.

Steps in the project include:

1. Define anticipated users of the system.
2. Establish a statewide data collection/sharing solution by:
 - A. Establishing a new web-based interface for agencies to contribute local incident-based crime data to a data repository.
 - B. Defining and implementing interfaces between existing law enforcement systems such as CJLEADS based on industry standards to submit NIBRS compliant data.
3. Adopt standards critical to information exchange and maintenance by researching and suggesting policies, rules, and procedures for information sharing.
4. Establish NIBRS standards as a data model.
5. The web solution will allow the project to test and validate the data model to be incorporated into a larger statewide model.
6. Improve integrity, accuracy, and timeliness of local crime data information.
7. Increase access to and improve responses from a centralized repository between/from local law enforcement agencies.
8. Provide North Carolina local crime data to N-DEX.
9. Train Personnel.

The diagram below shows a high level of the data integration that shall be possible with the data collected from this project.

North Carolina CAPTURES System



By consolidating and standardizing local crime data, LLEAs can access repository information via a web-based interface which will provide the ability to search for any occurrences of a name, address, offense etc. in the database. The search also allows wildcards so the LLEAs can fully utilize all of the data in the repository.

D. Project Scope

The high level scope of the project is as follows:

1. Provide a solution that shall standardize local crime data using existing national standards in support of modernizing the State's crime reporting capabilities.
2. Create or provide a web-based data solution for LLEAs.
3. Develop a state repository that includes basic search and query tools as well as the ability to accommodate third party analytical tools.
4. Provide a data management solution that shall facilitate sharing of local crime data across the state, allowing for potential interfaces with other existing, recognized criminal justice applications such as CJLEADS.
5. The repository and data management solution shall be flexible so that NCDOJ resources can expand as needed to accommodate future growth.

6. Develop an interface to send validated NIBRS data to the Uniform Crime Reporting database.
7. Develop processes to validate entry of data against all NIBRS and non-NIBRS data standards, notifying the submitting site to corrected and resubmit the data. .No data shall be passed to the SBI Uniform Crime Reporting program until it has been validated as NIBRS compliant. An audit log shall be created to keep track of all transactions
8. Provide North Carolina local crime data to N-DEx.
9. Develop online training and user documentation for field and in-house users.

The Technical Specification section of this RFP provides more specific definition and support of the high-level scope outlined above.

Section II. Bidding Information

A. Instructions to Vendors

Additional acronyms, definitions and abbreviations may be included in the text of the RFP.

- 1) Proposals submitted electronically, or via facsimile (FAX) machine shall not be accepted.
- 2) EXECUTION: Failure to sign under EXECUTION section shall render proposal invalid.
- 3) TIME FOR CONSIDERATION: Unless otherwise indicated on the first page of this document, Vendor's offer shall be valid for one hundred eighty (180) days from the date of proposal opening
- 4) FAILURE TO MEET PROPOSAL REQUIREMENTS: While it is not anticipated that the awarded Vendor shall fail to meet the proposal requirements, if such should occur, the right is reserved to further evaluate the responses to this RFP and then to recommend an award to the next Vendor response that represents the best interest of the State.
- 5) NEGOTIATION. Pursuant to 09 NCAC 06B.0403 and 06B.0302 (2) (d), the State reserves the right to utilize communications and negotiations if the offers received are not deemed advantageous to the State in one or more respects.
- 6) PROMPT PAYMENT DISCOUNTS: Vendors are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it shall not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
- 7) MISCELLANEOUS: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.
- 8) VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM: Vendor Link NC allows Vendors to electronically register with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System at the following web site:
<https://www.ips.state.nc.us/IPS/Vendor/Vndrmess.asp>
- 9) ORGANIZATION: Vendors are directed to carefully review Section VI herein and fully comply with the content and organizational requirements therein.
- 10) E-PROCUREMENT: **This is an e-procurement solicitation.** See paragraphs 46 of **Section VII. North Carolina Information Technology Procurement Office General Terms and Conditions.**

- a. General information on the e-procurement service can be found at <http://eprocurement.nc.gov/>
- b. Within two days after notification of award of a contract, Vendor shall register in NC E-Procurement @ Your Service at the following web site: <http://eprocurement.nc.gov/Vendor.html>
- c. As of the RFP submittal date, the Vendor shall be current on all e-Procurement fees. If the Vendor is not current on all e-Procurement fees, the State may disqualify the Vendor from participation in this RFP.

B. General Conditions for Proposals

- 1) Definitions, Acronyms and Abbreviations. Generally, see 9 NCAC 06A.0102 for definitions. The following are additional defined terms:
 - a) **The State:** Is the State of North Carolina, and its Agencies.
 - b) **ITS:** Office of Information Technology Services.
 - c) **Goods:** Includes intangibles such as computer software; provided, however that this definition does not modify the definition of “goods” in the context of N.C.G.S. §25-2-105 (UCC definition of goods).
 - b) **Vendor:** Company, firm, corporation, partnership, individual, etc., submitting a response to this RFP.
 - c) **Open Market Contract:** A contract for the purchase of goods or services not covered by a term, technical, or convenience contract.
 - d) **24x7:** A statement of availability of systems, communications, and/or supporting resources twenty-four (24) hours of each day, seven (7) days per week throughout every year for periods specified herein. Where reasonable downtime is accepted, it shall be stated herein. Otherwise, 24x7 implies NO loss of availability of systems, communications, and/or supporting resources.
 - e) **Reasonable, Necessary or Proper:** As used herein shall be interpreted solely by the State of North Carolina.
 - f) **RFP:** Request for Proposal
 - g) **CAPTURES** – North Carolina Local Crime Data Prepared as Information for Use in Repository and Electronic Sharing
 - h) **CJIS** - Criminal Justice Information Systems
 - i) **COTS** – Commercial Off The Shelf
 - j) **FBI** – Federal Bureau of Investigation
 - k) **GJXDM** – Global Justice XML Data Model
 - l) **IEP** - Information Exchange Package
 - m) **IEPD** - Information Exchange Package Documentation
 - n) **ITD** – Information Technology Division
 - o) **LEISP** – Law Enforcement Information Sharing Program
 - p) **LEXS** – Logical Entity Exchange Specification
 - q) **LEXS PD** – Logical Entity Exchange Specification Publish & Discovery
 - r) **LLEA** – Local Law Enforcement Agencies
 - s) **MOU** – Memorandum of Understanding
 - t) **NC DOJ** – North Carolina Department of Justice
 - u) **NC-IBR 3** – North Carolina Incident Based Reporting– 3rd version NIBRS compliant
 - v) **NCID** – North Carolina Identifier
 - w) **N-DEX** – National Data Exchange (Federal Bureau of Investigation)
 - x) **NIBRS** – National Incident Based Reporting System/Standards
 - y) **NIEM** – National Information Exchange Model
 - z) **ORI** – Originating Agency Identifier

- aa) **RMS** – Record Management System
- bb) **SBI** – State Bureau of Investigation
- cc) **UCR** – Uniform Crime Reporting

- 2) Read and Review. It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements and the State's intent as specified herein. If a Vendor discovers an inconsistency, error or omission in this solicitation, the Vendor should request a clarification from the State's contact person listed on the front page of the solicitation. Questions and clarifications shall be submitted in writing and may be submitted by personal delivery, letter, fax or e-mail within the time period identified hereinabove.
- 3) Vendor Responsibility. The Vendor(s) shall be responsible for investigating and recommending the most effective and efficient technical configuration. Consideration shall be given to the stability of the proposed configuration and the future direction of technology, confirming to the best of their ability that the recommended approach is not short lived. Several approaches may exist for hardware configurations, other products and any software. The Vendor(s) shall provide a justification for their proposed hardware, product and software solution(s) along with costs thereof. Vendors are encouraged to present explanations of benefits and merits of their proposed solutions together with any accompanying services, maintenance, warranties, value added services or other criteria identified herein.
- 4) Oral Explanations. The State shall not be bound by oral explanations or instructions given at any time during the bidding process or after award. Vendor contact regarding this RFP with anyone other than the Agency contact or procurement officer named on Page 2 above may be grounds for rejection of said Vendor's offer. Agency contact regarding this RFP with any Vendor may be grounds for cancellation of this RFP.
- 5) Insufficiency of References to Other Data. **Only information that is received in response to this RFP shall be evaluated.** Reference to information previously submitted or Internet Website Addresses (URLs) shall not suffice as a response to this solicitation.
- 6) Conflict of Interest. Applicable standards may include: N.C.G.S. §§ 147-33.100, 14-234, 133-32. The Vendor shall not knowingly employ, during the period of this contract, nor in the preparation of any response to this solicitation, any personnel who are, or have been, employed by a Vendor also in the employ of the State and who are providing services involving, or similar to, the scope and nature of this solicitation or the resulting contract.
- 7) Contract Term. A contract awarded pursuant to this RFP shall have an effective date as provided in the Notice of Award. The term shall begin upon the effective date and shall expire one (1) year from the date of final acceptance or unless terminated earlier. The State retains the option to extend this contract for two (2) additional one (1) year periods at its sole discretion.
- 8) Contract Administrator. The North Carolina Department of Justice Information Technology Division Chief Information Officer (CIO) shall be the Contract Administrator for the term of this agreement. The contract administrator is responsible for monitoring the Contractor's performance, approving payments to the Contractor, and for evaluating the performance of the Contractor.
- 9) Effective Date. This solicitation, including any Exhibits, or any resulting contract or amendment shall not become effective nor bind the State until the appropriate State purchasing authority/official or Agency official has signed the document(s), contract or amendment; the effective award date has been completed on the document(s), by the State purchasing official,

and that date has arrived or passed. The State shall not be responsible for reimbursing Vendor for goods provided nor services rendered prior to the appropriate signatures and the arrival of the effective date of the Contract. No contract shall be binding on the State until an encumbrance of funds has been made for payment of the sums due under the contract.

- 10) Recycling and Source Reduction. It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of goods purchased. However, no sacrifice in quality of packaging shall be acceptable. The Vendor remains responsible for providing packaging that shall protect the commodity and contain it for its intended use. Vendors are strongly urged to bring to the attention of the purchasers at the Statewide IT Procurement Office those products or packaging they offer which have recycled content and that are recyclable.
- 11) Historically Underutilized Businesses. Pursuant to General Statute 143-48, 143-128.4 and Executive Order #13, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. Additional information may be found at: <http://www.doa.nc.gov/hub/>
- 12) Clarifications/Interpretations. Any and all amendments or revisions to this document shall be made by written addendum from the IT Procurement Office. Vendors may call the purchasing agent listed on the first page of this document to obtain a verbal status of contract award. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price shall be disregarded.
- 13) Rights Reserved. While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of North Carolina, or the procuring Agency, to award a contract. Upon determining that any of the following would be in its best interests, the State may:
 - a) waive any formality;
 - b) amend the solicitation;
 - c) cancel or terminate this RFP;
 - d) reject any or all proposals received in response to this document;
 - e) waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposal;
 - f) if the response to this solicitation demonstrate a lack of competition, negotiate directly with one or more Vendors;
 - g) not award, or if awarded, terminate any contract if the State determines adequate State funds are not available; or
 - h) if all responses are deficient, determine whether Wavier of Competition criteria may be satisfied, and if so, negotiate with one or more Vendors.
- 14) Alternate Bids. Vendor may submit alternate bids for various levels of service(s) or products meeting specifications. Alternate bids shall specifically identify the RFP requirements and advantage(s) addressed by the alternate bid. Any alternate proposals shall be clearly marked with the legend as shown herein. Each proposal shall be for a specific set of services or products and bid at specific pricing. If a Vendor chooses to respond with various service or product offerings, each shall be bid with a different price and a separate proposal response. Vendors may also provide multiple proposals for software or systems coupled with support and maintenance options, provided, however, all proposals shall satisfy the specifications.

Alternate bids shall be clearly marked
“Alternate Bid for ‘name of Vendor’”

and numbered sequentially with the first bid if separate proposals are submitted.
This legend shall be in bold type of not less than 14-point type on the face of the bid, and on the text of the alternative proposal.

- 15) Co-Vendors. Vendors may submit offers as partnerships or other business entities. Such partners or other “co-Vendors”, if any, shall disclose their relationship fully to the State. The State shall not be obligated to contract with more than one Vendor. Any requirements for references, financial statements or similar reference materials shall mean **all** such partners or co-Vendors.
- 16) Submitting a Proposal. Each Vendor submitting a proposal warrants and represents that:
 - a) The proposal is based upon an understanding of the specifications and requirements described in this RFP.
 - b) Costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the State are entirely the responsibility of the Vendor. The State is not liable for any expense incurred by the Vendors in the preparation and presentation of their proposals.
- 17) All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and Vendor resulting from this RFP process.
- 18) A proposal may not be unilaterally modified by the Vendor for a one hundred eighty (180) day period following the delivery of the proposal, or of any best and final offer.

C. Evaluation Process

- 1) "Best Value" procurement methods are authorized by N.C.G.S. §143-135.9. The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's proposal; the Vendor's past performance; and the evaluated probability of performing the requirements stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" Information Technology procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.
- 2) Source selection A trade-off/ranking method of source selection shall be utilized in this procurement to allow the State to award the contract to the Vendor providing the Best Value, and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against other non-price factors.
 - i. The evaluation committee may request clarifications, an interview with or presentation from any or all Vendors as allowed by 9 NCAC 06B.0307. However, the State may refuse to accept, in full or partially, the response to a clarification request given by any

Vendor. Vendors are cautioned that the evaluators are not required to request clarifications; therefore, all offers should be complete and reflect the most favorable terms. Vendors should be prepared to send qualified personnel to **Raleigh, North Carolina**, to discuss technical and contractual aspects of the proposal. Vendors shall include in their proposals a list of all special equipment, communications facilities or other resources required for the demonstration of their proposed system. In addition, Vendors agree to provide the Evaluation Committee the opportunity to interview proposed staff members. The Vendor's proposed project manager is expected to conduct the interview session.

- ii. Evaluation Process Explanation. State Agency employees shall review all proposals. All proposals shall be initially classified as being responsive or non-responsive. **If a proposal is found non-responsive, it shall not be considered further.** All responsive proposals shall be evaluated based on stated evaluation criteria. Any references in an answer to another location in the RFP materials or Proposal shall have specific page numbers and sections stated in the reference.
 - iii. To be eligible for consideration, a Vendor shall meet the intent of all requirements. Compliance with the intent of all requirements shall be determined by the State. Responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive. Further, a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
 - iv. Vendors are advised that the State is not obligated to ask for, or accept after the closing date for receipt of proposal, data that is essential for a complete and thorough evaluation of the proposal.
- 3) Best and Final Offers (BAFO). If negotiations or subsequent offers are solicited, the Vendors shall provide BAFOs in response. Failure to deliver a BAFO when requested shall disqualify the non-responsive Vendor from further consideration. The State may establish a competitive range based upon evaluations of proposals, and request BAFOs from the Vendors within this range; e.g. "Finalist Vendors". The State shall evaluate BAFOs and add any additional points to the Vendors' respective scores. Points awarded from oral presentations and product demonstrations during negotiations, if any, shall be added to the previously assigned points to attain final scores.
- 4) Evaluation Method. The Vendor Proposal shall be evaluated based on the following criterion:
 - i. **Application Software Functionality** - how the Vendor's Proposed Solution meets the requirements and specifications defined in **Section III. Project & Technical Specifications**, as well as the technical viability of the Proposed Solution.
 - ii. **NC DOJ Supportability** – How Vendor will turn application source code over to NC DOJ for support and modification.
 - iii. **Technical Environment** - How the Proposed Solution works within the existing technical environment at NC DOJ.
 - iv. **Timeline** - Vendor's overall timeline of the Proposed Solution
 - v. **Cost** - the overall cost of the Proposed Solution, including the Total Cost of Ownership (on-going cost)
 - vi. **Project Management/Implementation** – How well Vendor's proposed methodology aligns with the NC DOJ's milestones outlined in **Section IV. Cost Proposal**.

- vii. **Vendor Experience & Resources** – How the Vendor has installed the proposed solution, as demonstrated by production implementation of Data Integration Systems in other States, or projects similar in size, scope, and complexity to this project in a similar setting within the past 5 years.
- viii. **Customer Support** – Level of service that Vendor proposes to provide to NC DOJ during and after the implementation of this proposed solution.
- ix. **Warranty & Maintenance** - Warranties and maintenance the Vendor shall provide for the proposed solution.
- x. **Training, Documentation & System Administration** – Vendor’s proposal to provide required training documentation and system administration deliverables as outlined in **Section IV. Cost Proposal.**

Evaluation Factor	Relative Weight	Maximum Total Points
1. Application Software Functionality	25%	250
2. NC DOJ Supportability	10%	100
3. Technical Environment	10%	100
4. Timeline	5%	50
5. Cost	20%	200
6. Project Management/Implementation	5%	50
7. Vendor Experience & Resources	10%	100
8. Customer Support	5%	50
9. Warranty & Maintenance	5%	50
10. Training, Documentation & System Admin	5%	50
Total Weight	100%	1000

- 5) Vendor may be disqualified from any evaluation or award if Vendor or any key personnel proposed, has previously failed to perform satisfactorily during the performance of any contract with the State, or violated rules or statutes applicable to public bidding in the State.

6) The Procurement Manager shall make every effort to adhere to the following schedule:

Action	Responsibility	Date
Issue of RFP	NCDOJ Procurement	12/02/10
Deadline To Submit Questions	NCDOJ Procurement	12/15/10
Response to Written Questions/RFP Amendments	NC Dept of Justice	01/11/11
Submission of Proposal	Vendors	01/25/11
Proposal Evaluation	NCDOJ Evaluation Committee	01/26/11
Selection of Finalists	NCDOJ Evaluation Committee	TBD
Oral Presentation and/or Product Demonstrations by Finalists (optional)	Vendors	TBD
Negotiations (optional)	NCDOJ Procurement	TBD
Best and Final Offers from Finalists (optional)	Vendors	TBD
Contract Award	State Purchasing Agent	03/31/11
Protest Deadline	Vendors	15 days after award

- 7) Award of Contract. Qualified proposals shall be evaluated and acceptance may be made in accordance with Best Value procurement practices as defined by GS §143-135.9 and applicable administrative rules. The responsible Vendor whose proposal is most advantageous to the State, taking into consideration the evaluation factors herein, shall be recommended for contract award. Unless otherwise specified by the State or the Vendor, the State reserves the right to accept any item or group of items on a multi-item proposal.
- 8) ITS has implemented links to the Interactive Purchasing System (IPS) that allow the public to retrieve proposal award information electronically from our Internet web site: <http://www.ips.state.nc.us/ips/pubmain.asp>. Click on the IPS BIDS icon, click on Search for BID, enter the Agency prefix-proposal number (09-ITS-005149), and then search. This information may not be available for several weeks dependent upon the complexity of the acquisition and the length of time to complete the evaluation process.
- 9) Protest Procedures: Protests of awards exceeding \$25,000 in value shall be submitted to the issuing Agency at the address given on the first page of this document. Protests shall be received in this office within 15 calendar days from the date of the contract award and provide

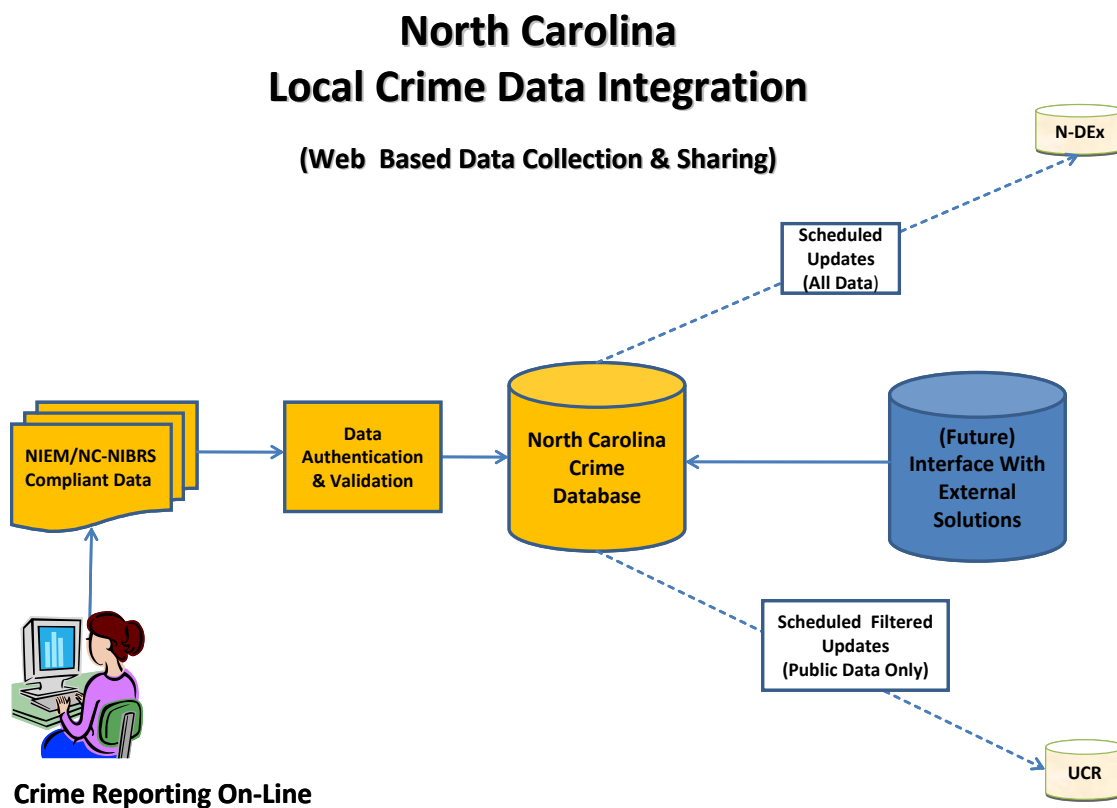
specific reasons and any supporting documentation for the protest. **All protests shall be governed by Title 9, Office of Information Technology Services, Subchapter 06B Sections .1102 - .1121.**

Section III. Project & Technical Specifications

III. 1 General Specifications

- 1) Architecture: The North Carolina Statewide Technical Architecture (NCSTA) is located at the following website: (<http://www.ncsta.gov/>). This provides a series of domain documents describing objectives, principles and best practices for the development, implementation, and integration of business systems. Vendors shall refer to these Architecture documents for guidelines on the application and/or infrastructure.

The diagram below shows a proposed high level architecture for the CAPTURES project:



Each LLEA shall enter their data via a Web-based interface to the host site at the North Carolina Department of Justice where it shall be stored in the state repository. Each agency shall retain ownership of their data even after it has been submitted to the state repository. Only the submitting agency can edit or delete data in the repository.

Once the data is NIBRS compliant and stored in the state repository, it shall be flagged and made available for downloading to the Crime Reporting database. Once the data is in CAPTURES, the LLEAs can search crime data from across the state. Since crime data shall be in the data warehouse in a timely fashion, officers on the street shall be able to get accurate, consistent data to help them solve crimes and stay safe while doing so. Approved data shall also be provided to N-DEx for analysis and investigative purposes.

The CAPTURES data for statistical analysis and reporting shall contribute to the modernization of

reporting to state and federal UCR (Uniform Crime Reporting) programs. This shall include scheduled updates and transmission of non-confidential data only. Administrative users within an agency shall be able to declare that certain data may not be shared across agencies.

A Search / Query Tool is shall be provided as an integral part of the data integration and extraction solution. Data marked as confidential may not be viewed by other agencies or transmitted to the UCR database. The Search / Query Tool shall be part of the core CAPTURES solution and not require a separate log-in. The Search / Query Tool user interface shall be very user friendly and maintain the same look and feel as the data entry interface.

The CAPTURES system shall operate on the existing State of North Carolina network. As a result, it shall be subject to the security requirements of the state network. In addition, the system shall meet the specific security requirements outlined below.

Users shall be located throughout North Carolina and shall access CAPTURES as a web application. The administration of user permissions shall be managed in each agency. Log-on IDs and passwords shall be coordinated using the state's NCID system. Authentication shall interface with NCDOJ's Active Directory. CAPTURES shall provide an administrative tool and user interface that allows the administrator to create and assign security roles.

Auditing shall occur to record all transactions within the system. An interface shall be provided to allow system administrators to review and maintain the audit logs. Additionally, the solution shall provide a mechanism for querying the data repository and audit trail data using standard SQL.

All lists within the web interface (for drop-down list selections, etc.) shall be managed dynamically, and an administrative user shall have the ability to maintain them through an administrative user interface.

- 2) In offering the best value to the state, Vendors shall take into consideration the State's existing resources and license agreement. The agreements may be viewed at: <http://www.its.state.nc.us/ServiceCatalog/EnterpriseLicenses.asp>
- 3) Virtualization: The State desires the flexibility to host Vendor's proposed solution in a virtualized environment, should it determine in the future that virtualized hosting for such solution would be more economical or efficient. The North Carolina Department of Justice currently utilizes VMWare as the virtualization technologies. Vendor shall state whether its solution operates in a virtualized environment. Vendor also shall identify and describe all differences, restrictions or limitations of its proposed solution with respect to operation, licensing, support, certification, warranties, and any other details that may impact its proposed solution, when hosted in a VMWare virtualized environment.
- 4) NCID: The proposed solution shall externalize identity management and shall be required to utilize the North Carolina Identity Service (NCID) for the identity management and authentication related functions performed by this application. NCID is the State's enterprise identity management (IDM) service. It is operated by the North Carolina Office of Information Technology Services. Additional information regarding this service can be found in the ITS Service Catalog at: <http://www.its.state.nc.us/ServiceCatalog/Index.asp> (see Identity Management - NC Identity Management under the main menu item Application Services) and the NCID Web site at: <https://www.ncid.its.state.nc.us/>. Vendor shall describe how the

proposed solution shall interface with NCID for authentication, and how the solution manages authorization (user roles and permissions.)

III. 2 Project Management Requirements

- 1) Exception to Requirements: Vendor must provide a detailed explanation of how the proposed solution meets the requirements specified in Section III.3 Technical Requirements. Any deviation from the requirements indicated herein shall be clearly identified as an exception and explained in detail on a separate page labeled "Exceptions to Requirements" in the Vendor's response; otherwise, it shall be presumed that items offered are in strict compliance with these requirements.
- 2) Location of Work - The solution shall be hosted at the North Carolina Department of Justice in Raleigh, NC. The Vendor shall be able to complete some work remotely. However, all requirements workshops, training, and integration and acceptance testing shall occur at the NCDOJ location. Vendor staff including programmers and systems specialists shall be on site on a full time basis for the duration of system integration testing, and user acceptance of the delivered product. Remote support personnel shall be available within 4 hours during this period. Following the review period the Vendor shall update the Deliverables within five (5) business days and submit to the North Carolina Department of Justice for formal approval. Further iterations of the review cycle shall be negotiated and approved by the CAPTURES Project Manager and the Vendor Project Manager.
- 3) Deliverables:
 - 3.1) Requirements Workshops – The Vendor shall conduct requirements validation workshops to review all of the NCDOJ requirements and determine the required configuration details.
 - 3.2) System Design - Following the requirements validation workshops, the Vendor shall develop design documents to include the technical architecture and system design of the application. This documentation shall contain the architectural diagrams as well as system configuration and any custom development to the application. The documentation shall be detailed enough for reviewers to understand the function and appearance of all screens. In addition, the Vendor shall prepare the Technical Architecture System Design required by the State CIO. A template of this document is located at the following website: (<http://www.ncsta.gov/>). It is anticipated that the system design would be completed within the first month of the contract.
 - 3.3) Web Application – A Web Data Entry application shall be developed to enter the crime reporting data into the North Carolina Crime Database. The data validation shall be in a separate module that can later be shared with third-party Vendor RMS software solutions to ensure that the data meets all validation requirements before being recorded into the database. The Web Application provides a user-friendly interface that meets the guidelines contained in the NC STA, and the W3C and Section 508 accessibility standards. The Web Application shall provide user-friendly messages, support a variety of browsers, and provide minimum three (3) second response times when used on networks across the state and on older computer equipment.
 - 3.4) Data Repository – The North Carolina Crime Database shall be the primary data repository for crime data. Once entered into the repository, data can only be changed or removed by the agency that submitted it. Some data may be marked "Confidential" and may not be viewed by any users other than the owners of the data or forwarded to

any other agency. The data repository shall be built using an industry-standard, supportable database platform. The NCDOJ strongly prefers the data repository be built in SQL, but shall consider alternate, supportable solutions. The state shall maintain ownership of the data in the repository at all times.

- 3.5) Interfaces – The Vendor shall be responsible for implementing all aspects of the interfaces described in the Technical Requirements. The Vendor shall be responsible for working with the CAPTURES project team to understand the technical interface requirements.
- 3.6) Hardware Installation - The Vendor shall work with the NCDOJ to understand existing infrastructure available for use on this project. Upon award, the selected Vendor shall conduct a site survey at the NCDOJ data center located in Raleigh, North Carolina to identify required hardware and software licenses, including specific configurations for any hardware purchases. The findings of these examinations shall be compiled by the Vendor and submitted to the NCDOJ CAPTURES team. It shall be the responsibility of the NCDOJ to separately procure all hardware and software. All Vendor warranty and licensing agreements associated with this infrastructure in shall be in the name of the NCDOJ. The Vendor shall install, configure, test and commission all server equipment, software, and infrastructure required to support the system.

The development server may be initially installed at the Vendor's location. However a plan shall be developed to install a development environment at NCDOJ after the system is in production. The test environment shall be installed and commissioned prior to commencement of the Testing Phase. The production environment shall be installed and commissioned prior to the commencement of the pilot roll-out.

LLEAs shall be responsible for providing user workstations. NCDOJ shall implement any required network enhancements. The Vendor's responsibilities are limited to specifying the improvements required to network infrastructure during proposal submission and as a result of the design effort and site visits.

- 3.7) Application Software Code – Preference will be given to Vendor solutions which deliver all application software code to NCDOJ in an acceptable format (DVD, tape, ftp site, etc.) and which the application code can be maintained and enhanced by NCDOJ, as agreed upon in the Transition Plan.
- 3.8) Training Documentation – Train-the-Trainer documentation for use by NCDOJ staff to train LLEA administrators and training staff.
- 3.9) Technical Documentation – System and Technical Documentation sufficient for NCDOJ to maintain and support the system after the transition period shall be provided by the selected Vendor, including documentation for the software application, data repository, data interfaces, network, etc.
- 3.10) Detailed Project Schedule and milestones with delivery dates showing sub-projects, activities and tasks, milestones and targeted delivery data and resources required and allocated to each. The Project Schedule shall be updated on a weekly basis in MS Project and submitted to the NCDOJ CAPTURES Project Manager.

- 3.11) Statement of Work (SOW) – a subordinate document made following establishment of a contract with the awarded Vendor and acceptance of a Project Management Plan. One or more SOWs may be used to provide specific details regarding migration, testing, acceptance and related project work, but may not modify the terms of the contract
- 3.12) Weekly Status / Progress Reports
- 3.13) The Vendor's organization chart and staffing table with names and title of personnel assigned to the project. This shall be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State. Resumes shall be included with the organizational chart for all Vendor staff assigned to the project.
- 3.14) Each milestone shall have individual Acceptance Criteria which detail the completion of the specific milestone. The Acceptance Criteria are to be mutually developed by the Agency and the awarded Vendor and reduced to writing within forty-five (45) days after the contract award. Vendor payments shall be made pursuant to the Payment Plan that corresponds to each completed milestone.
- 3.15) Communications Plan including contact list, meetings, document distributions, reports, etc.
- 3.16) Issue & Risk Management Plans and Logs – documented plans for logging and managing issues and risks, as well as the associated tracking logs jointly maintained by the Vendor and DOJ project managers, to be reviewed / updated weekly.
- 3.17) Action Item Log – tracking all open project related action items, assignments and due dates jointly maintained by the Vendor and DOJ project managers, to be reviewed / updated weekly.
- 3.18) Staffing and Resource Management Plan – indicates people, system, and network resources required for this procurement by month. This plan shall cover both Vendor and DOJ resources. Stakeholder management is key in this plan. It shall include Vendor escalation management path for issue resolution. Stakeholders are DOJ, LLEAs, Vendor, and ITS.
- 3.19) Configuration Management Plan – describing the version control methodology that shall be in place to manage documentation versions and software releases.
- 3.20) Change Management Plan and a change control board (CCB) comprised of the Vendor and DOJ PM's, the Vendor and DOJ Contract Administrators, the DOJ Business Project Sponsor, and the DOJ IT project owner, and the respective contract administrators/purchasing officers are jointly to decide on any changes to this project, pursuant to a mutually agreeable change process that shall be set out as part of the project plan. The CCB shall meet on an ad hoc basis when changes are necessary to the project and, if also needed, to the contract. The RFP terms and conditions shall be followed when implementing any changes to the contract, including any necessary State Procurement approvals.
- 3.21) Test Plans - including Integration Testing, User Acceptance Testing, Load Testing and documented test results. Vendor shall recommend specific test levels and structured test environment required for this contract for NCDOJ's approval. Use of the Mercury Testing tools is preferred, as NCDOJ has licenses for these tools.

- 3.22) Acceptance Plan shall define the process to be followed and criteria for acceptance of each milestone and deliverable. The Acceptance Plan shall include the following elements: Introduction (including the purpose of the Acceptance Plan, Scope, Definitions, References, Overview), Roles and Responsibilities, Acceptance Tasks, Criteria for Milestones and Deliverables (See Section IV), Problem Resolution and Corrective Action, Acceptance Environment and Deliverable/Service Acceptance.
- 3.23) Payment Plan: Payment to the awarded Vendor shall be upon the completion and acceptance by the Agency of each milestone as defined in the project schedule and pursuant to Sections IV and VII, Paragraph 17, Payment Terms . The value of each milestone shall be established in the Vendor's Cost Proposal and negotiated and agreed upon during the contract negotiations phase. The Agency shall withhold ten percent (10%) of each payment made to the Vendor pursuant to this paragraph. Any change requests shall require submission to and approval of the Agency. The Vendor shall provide an annual payment plan for the life of this contract if requested by the Agency
- 3.24) Quality Management Plan describes the Vendor's method of testing the system and ensuring defects are identified and resolved. Upon award of contract, the Vendor and DOJ project managers shall create the quality management plan together as part of the project management plan development stage. The final version shall be accepted by the Agency in writing before Vendor may proceed with implementation of the Contract. The quality management methodology that shall be used in this Contract shall be included in the Quality Management Plan.
- 3.25) Implementation Plan - describes how the Vendor's solution shall be deployed, installed and transitioned into an operational system. The plan contains an overview of the system, a brief description of the major tasks involved in the implementation, the overall resources needed to support the implementation effort (such as hardware, software, facilities, materials, and personnel), and any site-specific implementation requirements. The implementation schedule shall be mutually agreed upon and set between DOJ and the Vendor.
- 3.26) Disaster Recovery Plan – Vendor shall provide a detailed plan describing the approach to disaster recovery; including failover/restore capabilities from single server hard drive failure to entire server failure, etc. A detailed test plan to test the various failover/recovery aspects shall be included.
- 3.27) Transition Plan - Vendor shall provide a detailed work plan for each of the phases and tasks that the Vendor proposes shall be necessary to efficiently facilitate the turnover of the CAPTURES to DOJ or another Vendor should the need or circumstances arise, consistent with the project requirements.
- 3.28) Data Submission for UCR Reporting - The Vendor must provide a detailed approach and plan for mapping and pushing UCR flagged data from central repository to the UCR data repository. The UCR data repository resides in SQL databases. The data mapping plan must include considerations for maintaining data integrity, and logistics of the submission to the UCR system. The plan must clearly include all details of a source-to-target mappings document and dataflow diagrams defining the load sequence. The mapping and sequence documentation will be reviewed and tested on a subset of data prior to the actual production data being loaded into the UCR repository. Any cases that encounter errors during the submission process will be noted and provided to DOJ in exception/error reports. Refer to Attachment B Data Requirements for the UCR data elements.

- 3.29) Data Submission to N-DEx - The Vendor must provide a detailed approach and plan for mapping and pushing data from the central repository to the N-DEx databases. The submission process will use the Data Submission Guide for Law Enforcement Agencies developed by the N-DEx program office, part of the U.S. Department of Justice, FBI, Criminal Justice Information Services Division. The N-DEx submission plan must be N-DEx/NIEM format. The plan must clearly include all logistics of submitting the data from the central repository to the N-DEx system, a source-to-target mappings document and dataflow diagrams defining the load sequence. The mapping and sequence documentation will be reviewed and tested on a subset of data prior to the actual production data being submitted. Any cases that encounter errors during the conversion process will be noted and provided to DOJ in exception/error reports so that if possible, DOJ can clean the data to attempt reloading or manually load the data. Refer to Attachment B Data Requirements for the UCR data elements.
- 3.30) Lessons Learned and Project Closeout – documented lessons learned from all phases of the project; project and contract closure procedures.
- 4) Information Security Testing - at the discretion of NCDOJ, an external security penetration test with an internal information security assessment may be conducted by the State prior to production implementation in order to ensure compliance with ITS and DOJ Information Security policies and standards. The Vendor shall cure all security deficiencies at no cost to the State unless the State determines that the State's action or inaction caused the deficiency. Refer to <http://www.scio.state.nc.us/sitPolicies.asp> for the state Information Security Policies.
- 5) Service Level Agreement (SLA) - It is required that the Vendor provide certain level of services during the warranty period and any other applicable maintenance periods to cover related support for the proposed solution. The following are the minimum attributes that the Vendor shall address as part of their proposal:
- 5.1) Level of Response – A minimum of two levels of response shall be defined;
- a) Critical Issues– System is not functioning, system is disabled or non-responsive, or major components (which shall be jointly defined by the selected Vendor and DOJ) are unavailable/unusable. When Critical Issues are reported, the Vendor shall assign the resources necessary to correct the Critical Issue; if access to the System is required, Vendor shall ask that the Agency provide access to the System and other software for the duration of the error correction procedures. Critical Issues can be reported to Vendor's Tech Support either by telephone and/or email by the System Administrator and/or appropriate Agency designee. Vendor shall assign a unique Issue Number. Vendor's timeframe for initial response shall not exceed one (1) hour. The Vendor shall provide resolution within two (2) hours from first receipt of Agency's report of issue. If the Agency is not satisfied with the way in which the problem is being solved, the Agency may engage the Escalation Path (noted below) to expedite the resolution.
- b) Non-Critical Issues - System is operating, however non-critical components are not functioning as described in selected Vendors' application and system documentation: e.g. minor components are functioning abnormally or instructional assistance is needed. The Vendor shall research Non-Critical Issues upon resolution of any outstanding Critical Issues. Non-Critical Issues can be reported to Vendor's Tech Support either by telephone or e-mail by the System Administrator and/or appropriate Agency designee. The issue shall be assigned an

issue number and detailed procedural steps are provided to the Agency to resolve the issue(s) if needed. The timeframe for initial response shall not exceed twenty-four (24) hours. DOJ prefers resolution of these Issues within three (3) days, but requires resolution within five (5) business days from first receipt of Agency's report of issue within regular hours of support. If the Agency is not satisfied with the way in which the problem is being solved, the Agency may engage the Escalation Path (noted below) to expedite the resolution.

- 5.2) Escalation Path – the Vendor's service management path by response and resolution timeframes for Agency to escalate either a Critical or Non-Critical level issue.
- 5.3) On-Site versus Telephone Support – Vendor shall differentiate between on-site support and contracted support via telephone.
- 5.4) Coverage Details – the Vendor's Solution shall be comprised of many components, and these have to be identified on level of response and description of service management coverage.
- 5.5) Access to Technical Expert –The Vendor shall describe DOJ's access to Vendor technical support contact, including procedures to access specific technical expert when necessary on a particular issue or ticket. The Successful Vendor shall provide the primary phone number and email address for technical support.
- 5.6) Support – Vendor shall offer additional support, when Agency requests such support, for CAPTURES System enhancements and reconfiguration. Any additional fee for this support should also be clearly stated.

III.3 Technical Specifications

Following are technical requirements, specifications, and /or considerations that the Vendor's proposed solution shall address to meet the business objectives, technical environment, and background presented in this RFP. Compliance with technical requirements is mandatory, unless otherwise specified.

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NC CAPTURES Requirements

Department of Justice Categorizations:

In compiling the specifications below, DOJ used the following categorizations and the associated definitions to indicate mandatory or desired functionality or process. [The Vendor's responses shall satisfy the mandatory items and address the desired items and both be fully evaluated in accordance with the evaluation criteria requirements defined in Section II paragraph C.](#)

Mandatory	This is a “shall-have” specification. These functions shall be met in the proposed solution to be considered for full evaluation and potential implementation.
Optional	This is a desired or requested specification. These functions are preferred to be met in the proposed solution.
Inquiry	Vendor must describe, explain or provide information.

Vendor Categorization & Comments:

[Vendors shall describe in their bid proposals how their proposed solution meets the functional/business specifications listed on pages 27 - 55 below. Vendors shall use the format and number sequence provided below describing how Vendor's solution meets or exceeds each area. Vendors shall provide explanations and details directly below the function. If multiple answer keys apply, indicate all that apply and provide the details in your explanation.](#) The following answer key shall be used when responding:

F	Fully Provided “Out-of-the-Box”
CU	Customization (changes to underlying source code) (The Statewide Technical Architecture advises limiting customization to 10% or less for COTs)
CO	Configuration (No changes to underlying source code)
R	Provided with Reporting Tool
TP	Third Party Software Required
NA	Not Available – (Use only for optional functions)

Functional/Business Specifications. This section lists the specifications which describe the system components of the application. It covers functional requirements including data manipulation, processing, user interface requirements, or similar terms.

- A. Data Collection Functions**
- B. Data Management Functions**
- C. Data Sharing Functions**
- D. Reporting Functions**
- E. Audit & Control Functions**
- F. System Administration Functions**
- G. User Interface Functions**

A. Data Collection Functions		
Specification	DOJ Categorization	Vendor Categorization & Comments (See valid code Descriptions above: e.g. F, CU, CO, R TP, NA)
A.1 Solution shall collect NC IBR3 compliant data. NIBRS elements are a subset of the NC IBR3 element set. (Please refer to Attachment B: Data Requirements)	Mandatory	
A.2 Solution shall collect NC Plus data elements and values. These are additional NC data elements beyond the NC IBR3 data set. (Please refer to Attachment B: Data Requirements)	Mandatory	
A.3 Solution shall collect N-DEx data elements and values. N-DEx uses an expanded NIEM compliant schema structure. (Please refer to Attachment B: Data Requirements)	Mandatory	
A.4 Solution shall collect data using various edits to include: ➤ date formats ➤ numerical formats ➤ variable character formats ➤ NC Plus edits (includes NIBRS edits) ➤ NIEM/N-DEx edits	Mandatory	

A. Data Collection Functions		
Specification	DOJ Categorization	Vendor Categorization & Comments (See valid code Descriptions above: e.g. F, CU, CO, R TP, NA)
A.5 Solution shall include a user interface available as a web based application for use by NC Local Law Enforcement Agencies (LLEA).	Mandatory	
A.6 Solution shall send data on real-time basis to the repository as it is collected.	Mandatory	

B. Data Management Functions		
Specification	DOJ Categorization	Vendor Categorization & Comments (See valid code descriptions above: e.g. F, CU, CO, R TP, NA)
B.1 Solution shall flag the NC IBR3/NIBRS compliant data that has passed all edits and validations as ready for UCR reporting.	Mandatory	
B.2 Solution shall provide search and query functionality for central data repository as per permissions.	Mandatory	
B.3 Solution shall throttle data for smooth thru-put as data is transferred and received between system components.	Mandatory	
B.4 Solution shall sequence the data as it is collected and processed to ensure data is not overwritten.	Mandatory	
B.5 Solution shall manage for unavailable connectivity between the user interface and the central data repository; and house the data until the central data repository is back on-line.	Mandatory	

B.6 Solution shall accept and validating standardized data submitted via external sources.	Mandatory	
B.7 Solution shall provide wildcard searches and queries.	Mandatory	
B.8 Solution shall include a refined search and query capability.	Mandatory	
B.9 Solution shall save previous searches and queries if requested by user.	Mandatory	
B.10 Solution shall accommodate approved 3 rd party statistical and analysis tools.	Mandatory	
B.11 Solution shall provide messaging capability across and between all components of the system including the front end, central repository, the NC UCR database.	Mandatory	
B.12 Solution shall queue all messaging as needed between any of the components of the system.	Mandatory	
B.13 Solution shall recall inadvertently deleted data from the database if requested by user.	Mandatory	
B.14 Solution shall capture data errors such as: ➤ type of error ➤ how many errors ➤ age of error	Mandatory	
B.15 Solution shall allow non-validated NC Plus (includes NIBRS edits) to be stored to repository.	Mandatory	
B.16 Solution shall allow non-validated N-DEx/NIEM (N-DEx/NIEM schema edits) data to be stored to repository.	Mandatory	
B.17 Solution shall associate and view error record and record's error message(s).	Mandatory	

B.18 Solution shall associate and view record and record's warning message(s).	Mandatory	
B.19 Solution shall allow data from the repository to be modified only by the data owner and as per permissions.	Mandatory	
B.20 Solution shall store data to central repository that has been validated by these edits to include: ➤ Date formats ➤ Numerical formats ➤ Variable character formats ➤ NC Plus edits (includes NIBRS edits) ➤ NIEM/N-DEx edits	Mandatory	
B.21 Solution shall verify that the minimum percentage of NIBRS data is submitted to the central data repository before NIBRS edits are applied and the validation process is run. (This percentage is managed by a system administrator.)	Mandatory	
B.22 Associate ORI # and agency name together for display and reporting.	Mandatory	
B.23 Collect, display and maintain which agencies submit data.	Mandatory	
B.24 Collect, display and maintain agency information: ➤ Agency Name ➤ ORI # ➤ Agency Head ➤ address ➤ county ➤ contact information (Please refer to Attachment B: Data Requirements for more specifics)	Optional	
B.25 Solution shall collect and display submission information for an agency to include: ➤ all data for a given time period ➤ based on incident date or submitted date	Mandatory	
B.26 Collect, display and maintain how agency submits (i.e. via web portal, RMS, etc.)	Optional	

B.27 Collect, display and maintain the law enforcement employee data (Return L form) ➤ Agency Name ➤ ORI # ➤ County ➤ Full Time sworn (male & female) ➤ Full Time civilian (male & female) ➤ Part Time sworn (male & female) ➤ Part Time civilian (male & female) (Please refer to Attachment B: Data Requirements for more specifics)	Optional	
B.28 Collect, display and maintain comments about submitting agency or information related to how and what data is submitted.	Optional	
B.29 Automate the import of the population data collected and submitted by the NC Demographer's office. This population data is collected from across the state.	Optional	
B.30 Collect, display and maintain the state population data. ➤ Agency ➤ County code ➤ County name ➤ County type ➤ Population numbers ➤ Year of population numbers (Please refer to Attachment B: Data Requirements for more specifics)	Optional	
B.31 Manipulate and categorize the population data between jurisdictional and municipal.	Optional	
B.32 Solution shall set and maintain a percentage threshold of minimum allowable submitted data in order to run NIBRS validations. This would be managed by a system administrator. For ex: a pre-defined percentage of NIBRS data has to be submitted before any NIBRS edits are applied and validation process is run.	Mandatory	
B.33 Solution shall provide a current snapshot of all errors associated to data which has since been corrected, resubmitted, passed validation and is error free.	Mandatory	

B.34 Solution shall provide access to all edited status of records for any given time period. For example: ➤ based on incident date ➤ based on submitted date ➤ sort by agency ➤ sort by (error & warning) message ➤ all warnings (for agency) ➤ all rejects (for agency) ➤ all statuses (for agency) ➤ age of each edited status	Mandatory	
B.35 Solution shall keep the code values and definitions, which don't change often, as fixed values and outside of the updatable code tables. These fixed code values and definitions will be made available to the web interface, and updated as the changeable code tables are modified.	Mandatory	

C. Data Sharing Functions		
Specification	DOJ Categorization	Vendor Categorization & Comments (See valid code descriptions above: e.g. F, CU, CO, R TP, NA)
C.1 Solution shall submit validated and flagged NIBRS compliant data to the NC UCR (public) database. This data is flagged as UCR ready when all NIBRS validations are passed. (NIBRS compliant data is completely and only public data.)	Mandatory	
C.2 Solution shall mark with a timestamp when the data is submitted to the NC UCR database.	Mandatory	

C.3 Solution shall validate NC IBR3/NIBRS data prior to submitting data to UCR. (Please refer to Attachment B: Data Requirements for link to NIBRS)	Mandatory	
C.4 Solution shall not submit any data that is confidential (non-public) to the NC UCR (public) database.	Mandatory	
C.5 Solution shall map NC state crime data to the N-DEx Information Exchange Package Documentation (IEPD) when an external entity is submitting data to the CAPTURES repository. (N-DEx IEPD is built as a National Information Exchange Model (NIEM) conformant software component.)	Mandatory	
C.6 Solution shall map NC state crime data to the N-DEx Information Exchange Package Documentation (IEPD) when submitting data to the FBI N-DEx program. (N-DEx IEPD is built as a National Information Exchange Model (NIEM) conformant software component.)	Mandatory	
C.7 Solution shall conduct XML structural verification checks as per the: ➤ National Information Exchange Model (NIEM) ➤ Law Enforcement Information Sharing Program Exchange Specification (LEXS) ➤ N-DEx IEPD conformance	Mandatory	
C.8 Solution shall submit NC state crime data on a scheduled basis to the FBI N-DEx program.	Mandatory	
C.9 Solution shall provide interface via a service layer, with other approved criminal justice programs.	Mandatory	
C.10 Solution shall provide role-based access to data for authorized users	Mandatory	

D. Reporting Functions		
Specification	DOJ Categorization	Vendor Categorization & Comments (See valid code descriptions above: e.g. F, CU, CO, R TP, NA)
D.1 Solution shall create a view and print canned reports as per appropriate permissions.	Mandatory	
D.2 Solution shall create a view and print ad-hoc reports as per appropriate permissions.	Mandatory	
D.3 Solution shall save ad-hoc reports.	Mandatory	
D.4 Solution shall export reports to a variety of file formats, such as HTML, .pdf, excel, word.	Mandatory	
D.5 Solution shall create a view and print administrative reports such as: ➤ audit trail logs ➤ system user information ➤ system security user roles information	Mandatory	
D.6 Solution shall create a view and print error and warning log reports to include: ➤ error message ➤ warning message ➤ related record	Mandatory	
D.7 Solution shall create a view and print report to highlight felony crime data that does not pass validation. For example: ➤ murder ➤ burglary ➤ other felony crimes	Mandatory	
D.8 Describe the reporting and analysis capabilities of the proposed solution.	Inquiry	
D.9 If the minimum percentage of NIBRS data is not present per incident record, the solution shall generate an alert to the submitting agency.	Mandatory	
D.10 Solution shall create a view and print various reports that reflect data submitted by the agencies.	Mandatory	

D.11 Solution shall generate view and print report of record counts for an agency for a given time period based on the incident and submitted date: ➤ # of submitted records ➤ # of validated records ➤ # of rejected records	Mandatory	
D.12 Solution shall format both the un-validated or validated data as an 'Incident/Investigative Report DCI 600F' for both viewing and printing.	Mandatory	
D.13 Solution shall create a view, print and export to Excel edited status of records for any given time period. ➤ Based on incident date ➤ Based on submitted date ➤ Ability to sort by agency ➤ Ability to sort by (error & warning) message ➤ all warnings (for agency) ➤ all rejects (for agency) ➤ all statuses (for agency) ➤ age of each edited status	Mandatory	
D.14 Solution shall create a view and print report of which agencies submit data.	Mandatory	
D.15 Create a view and print report of agency information: ➤ Agency Name ➤ ORI # ➤ Agency Head ➤ address ➤ county ➤ contact information (Please refer to Attachment B: Data Requirements for more specifics)	Optional	
D.16 Create a view and print a report to reflect submission information for an agency to include: ➤ all data for a given time period ➤ based on incident date or submitted date	Optional	

D.17 Create a view and print how agency submits (i.e. via CAPTURES web portal, RMS, etc.)	Optional	
D.18 Create a view and print the law enforcement employee data (Return L form) ➤ Agency Name ➤ ORI # ➤ County ➤ Full Time sworn (male & female) ➤ Full Time civilian (male & female) ➤ Part Time sworn (male & female) ➤ Part Time civilian (male & female) (Please refer to Attachment B: Data Requirements for more specifics)	Optional	
D.19 Create a view and print the state population data. ➤ Agency ➤ County code ➤ County name ➤ County type ➤ Population numbers ➤ Year of population numbers (Please refer to Attachment B: Data Requirements for more specifics)	Optional	

E. Audit & Control Functions		
Specification	DOJ Categorization	Vendor Categorization & Comments (See valid code descriptions above: e.g. F, CU, CO, R TP, NA)
E.1 Solution shall maintain audit records for a time period minimum of 2 years.	Mandatory	
E.2 Solution shall provide protection from unauthorized modification or destruction of audit files.	Mandatory	
E.3 Solution shall require a specified security level for access to audit trail logs.	Mandatory	
E.4 Solution shall provide audit trail log query interface.	Mandatory	

E.5 Solution shall collect information on added, deleted and modified data: ➤ Data elements and values impacted ➤ Which user id or agency ORI # added, modified or deleted data ➤ Which system administrative user id added, modified, or deleted user roles and access to system ➤ Dates of any adds, modifications, deletions	Mandatory	
E.6 Solution shall generate a before and after view and report to reflect which errors have been fixed by an agency.	Mandatory	

F. System Administration Functions		
Specification	DOJ Categorization	Vendor Categorization & Comments (See valid code descriptions above: e.g. F, CU, CO, R TP, NA)
F.1 Solution shall provide a Delegated System Administrative role to manage the user roles and permissions.	Mandatory	
F.2 Solution shall allow Delegated System Administrative role to retrieve and re-set users username and password as needed.	Mandatory	
F.3 Solution shall ensure the appropriate user roles have appropriate data access.	Mandatory	
F.4 Solution shall allow administration of the addition or removal of users or changes in security level.	Mandatory	
F.5 Solution shall allow administration of a pre-defined setting of a percentage threshold of minimum allowable submitted data in order to run NIBRS validations. This would be managed by a system administrator. For ex: a pre-defined percentage of NIBRS data has to be submitted before any NIBRS edits are applied and validation process is run.	Mandatory	
F.6 Describe how your solution will manage user roles & permissions.	Inquiry	

G. User Interface Functions		
Specification	DOJ Categorization	Vendor Categorization & Comments (See valid code descriptions above: e.g. F, CU, CO, R TP, NA)
G.1 Solution shall provide status messaging to user for all system transactions, including data transmittal transactions. Status reasons to include: ➤ Data has passed edits ➤ Data has successfully transmitted ➤ Data has successfully imported to the repository ➤ Data is UCR ready and will be submitted	Mandatory	
G.2 Solution shall provide error messaging to user for all error handling, including data transmittal transactions. Error reasons to include: ➤ Data did not pass x edits or validations ➤ Data did not transmit successfully ➤ Data did not load into the repository ➤ Data error(s): type of error(s), how many errors, age of error(s)	Mandatory	
G.3 Solution shall allow users to view documents/ reports prior to printing them.	Mandatory	
G.4 Solution shall allow users to establish and maintain values for code lists/tables.	Mandatory	
G.5 Solution to provide navigation back and forth between windows on front end system components.	Mandatory	
G.6 Solution shall allow users to print from any form window in a relatively “user-friendly” format.	Mandatory	
G.7 Solution shall generate warning messages to the submitting agency to highlight felony crime data that does not pass validation. For example: ➤ murder ➤ burglary ➤ other felony crimes	Mandatory	

G. User Interface Functions		
Specification	DOJ Categorization	Vendor Categorization Vendor Categorization & Comments (See valid code descriptions above: e.g. F, CU, CO, R TP, NA)
G.8 Solution shall provide error messaging alerts via email, phone and pager.	Mandatory	
G.9 Solution shall develop display with dark screens and light lettering for use in officers' vehicles at night. .	Mandatory	
G.10 Solution shall provide visible indicators for mandatory data fields.	Mandatory	
G.11 Solution shall provide paging options when large amounts of data, query results or associated information are displayed.	Mandatory	

Non-Functional/Technical Specifications. This section lists the specifications which describe a system quality. It covers non-behavioral specifications including data standards, development standards, security standards, or similar terms.

- H. Data & Exchange Standards**
- I. Technical Environment**
- J. Scalability**
- K. Adaptability**
- L. Data & System Secure ability**
- M. Availability**
- N. Manageability**
- O. Interoperability**
- P. Performance**
- Q. Testing**

H. Data & Exchange Standards		
Specification	DOJ Categorization	Vendor Categorization & Comments (See valid code descriptions above: e.g. F, CU, CO, R TP, NA)
H.1 Solution shall use NC IBR3/NIBRS compliant data standards. The NIBRS dataset is a subset of the NC IBR3 dataset. Thus NC IBR3 is NIBRS compliant. NC IBR3/NIBRS standards include the NC IBR3/NIBRS format/structure, elements, codes, cross-field edits and business rules. (Please refer to Attachment B: Data Requirements for the data elements)	Mandatory	
H.2 Solution shall use NIEM compliant data standards and based upon and conform to a FBI N-DEx IEPD, to include the Publication-Discovery functionality of the underlying LEXS protocol. For detailed requirements, the latest IEPD's for N-DEx are listed and accessible through the NIEM IEPD Clearinghouse (Please refer to Attachment B: Data Requirements for the data elements)	Mandatory	

H. Data & Exchange Standards		
Specification	DOJ Categorization	Vendor Categorization & Comments (See valid code descriptions above: e.g. F, CU, CO, R TP, NA)
H.3 Solution conformance to N-DEX and NIEM standards related references: ➤ N-DEX Law Enforcement National Data Exchange: http://www.fbi.gov/hq/cjisd/ndex/ndex_home.htm ➤ US DOJ Logical Entity Exchange Specification (LEXS): http://www.lexs.gov ➤ NIEM IEPD Clearinghouse: http://it.ojp.gov/default.aspx?area=implementationAssistance&page=1108	Mandatory	
H.4 Solution shall use NC PLUS North Carolina data standards. These standards include the NC PLUS data elements, codes and edits. (Please refer to Attachment B: Data Requirements for the data elements)	Mandatory	

I. Technical Environment		
Specification	DOJ Categorization	Vendor Categorization & Comments (See valid code descriptions above: e.g. F, CU, CO, R TP, NA)
I.1 Describe your overall approach for installation, configuration, and implementation of the complete solution.	Inquiry	
I.2 Will you supply you own hardware for all required development? Describe.	Inquiry	
I.3 Will you provide applications configuration and web development tools? Describe.	Inquiry	
I.4 If 3rd party software is used, describe how you will provide, install, configure and test all third party software required to support the operation of the solution.	Inquiry	
I.5 Will all warranty and licensing agreements associated with any software to be in name of the North Carolina Department of Justice? If not, why?	Inquiry	

I. Technical Environment & Infrastructure		
Specification	DOJ Categorization	Vendor Categorization & Comments (See valid code descriptions above: e.g. F, CU, CO, R TP, NA)
I.6 Describe the backend database technology to be implemented for use with the proposed solution, and any replication or mirroring technologies that may be implemented.	Inquiry	
I.7 Describe any virtualization technologies that your solution is certified for or that you support and list any known issues or impact to performance that these technologies may cause.	Inquiry	
I.8 What browsers are supported by your software solution?	Inquiry	
I.9 Describe your recommended backup and restoration procedure for your solution.	Inquiry	
I.10 What types of storage solutions (NAS, SAN, etc.) does your solution support?	Inquiry	
I.11 What are the minimum desktop requirements/configurations for users of the solution?	Inquiry	
I.12 Describe your approach to determine sufficient network bandwidth for the proposed solutions and to accommodate for future implementation of added functionality or modules.	Inquiry	
I.13 Describe the technology your proposed solution will implement, and list any known technical limitations or restrictions.	Inquiry	
I.14 Use the North Carolina Statewide Technical Architecture System Design Template found at http://www.ncsta.gov/ to describe overall approach and design of the proposed solution.	Mandatory	

J. Scalability		
Specification	DOJ Categorization	Vendor Categorization & Comments (See valid code descriptions above: e.g. F, CU, CO, R TP, NA)
J.1 Describe the ability of the proposed solution to scale both horizontally and vertically.	Inquiry	
J.2 Describe the ability of the proposed solution to upgrade system to process more transactions by adding new processors, devices and storage.	Inquiry	
J.3 Describe how the proposed solution can be scaled to manage pilot, rollout, and growth rate requirements. For example: 1,000 named users and 200 concurrent users in first year of production. 2,000 named users and 400 concurrent users in second year of production. 5,000 named users and 1,000 concurrent users in third year of production.	Inquiry	
J.4 Describe any additional modules or functionality available that may be considered for future implementation, such as gang, pawn or jail modules.	Inquiry	
J.5 Describe the ability of the proposed solution to easily expand and minimize its resource pool to accommodate heavier or lighter loads. Alternatively, the ease with which a system or component can be modified, added, or removed, to accommodate changing load.	Inquiry	
J.6 Describe the ability of the proposed solution to maintain performance, usefulness, or usability across a distributed geographic pattern.	Inquiry	
J.7 Describe the ability for the proposed solution to manage an increasing number of organizations to easily share a single distributed system.	Inquiry	

K. Adaptability		
Specification	DOJ Categorization	Vendor Categorization & Comments (See valid code descriptions above: e.g. F, CU, CO, R TP, NA)
K.1 Describe the overall architectural approach utilized to design the proposed solution (e.g. Service Layer Oriented, 3/N Tier, Composite Application).	Inquiry	
K.2 Describe how the architectural approach and the technologies used enable solution adaptability.	Inquiry	
K.3 Describe the technology roadmap for the proposed solution.	Inquiry	
K.4 Describe how the solution will be capable of adapting to meet changing business requirements.	Inquiry	
K.5 Describe the ability of the proposed solution to: ➤ add, modify, delete data elements ➤ add, modify, delete code ➤ modify system architecture	Inquiry	

L. Data & System Security		
Specification	DOJ Categorization	Vendor Categorization & Comments (See valid code descriptions above: e.g. F, CU, CO, R TP, NA)
L.1 Solution shall identify the owner of the source data using the ORI of the LLEA.	Mandatory	
L.2 Solution shall retain the association between the LLEA ORI and the source data, and ownership of that data.	Mandatory	
L.3 Solution shall implement data security procedures to ensure that only the owners of the source data can edit or delete that data.	Mandatory	

L.4 Solution shall implement data security procedures which ensure the owners of the data are in control of any usage and access of the data including viewing, updates, deletions, or reporting.	Mandatory	
L.5 Describe how the proposed solution will ensure the owners of the data are in control of the access to their data.	Inquiry	
L.6 Solution shall implement data security procedures to ensure all users who do not own the data have read only view access.	Mandatory	
L.7 Solution shall implement data encryption to the identified data elements and transmissions.	Mandatory	
L.8 Solution shall implement data encryption on data transmitted over the web and secured data transmissions as outlined by NC DOJ.	Mandatory	
L.9 Solution shall implement various levels of data security on those elements identified as confidential and not to be open to general nor public use	Mandatory	
L.10 Solution shall implement system security procedures to authenticate to existing Active Directory.	Mandatory	
L.11 Solution shall implement system security procedures to support authorization within the application.	Mandatory	
L.12 Describe how your solution handles authentication and authorization and how it will interface with Active Directory.	Inquiry	
L.13 Solution shall implement system security procedures to require username and secure password access into the application.	Mandatory	
L.14 Solution shall implement system security procedures for alert and notifications generated for identified confidential and sensitive data.	Mandatory	

L.15 Describe how the solution can be deployed to provide layered access controls.	Inquiry	
L.16 Describe how the proposed solution meets federal and state regulatory requirements.	Inquiry	
L.17 Vendor shall be in full compliance with the FBI <i>Criminal Justice Information Systems (CJIS) Security Policy</i> and all associated addendums. This policy contains the minimum level of Information Technology (IT) security requirements determined acceptable for the transmission, processing, and storage of the nation's CJIS data. For further information on how to obtain access to the FBI <i>CJIS Security Policy</i> and all associated attachments, utilize the NC DOJ Procurement office point of contact listed on page 1 for all inquiries in reference to this RFP.	Mandatory	

M. Availability		
Specification	DOJ Categorization	Vendor Categorization & Comments (See valid code descriptions above: e.g. F, CU, CO, R TP, NA)
M.1 Solution shall have 24x7 availability with exception of DOJ scheduled maintenance windows.	Mandatory	
M.2 Describe the technologies and approach used to meet and/or exceed availability requirements.	Inquiry	
M.3 Describe an acceptable backup and recovery approach to meet and/or exceed availability requirements.	Inquiry	

N. Manageability		
Specification	DOJ Categorization	Vendor Categorization & Comments (See valid code descriptions above: e.g. F, CU, CO, R TP, NA)
N.1 Describe the versioning and patch management process for the proposed solution.	Inquiry	
N.2 Describe approaches that could be implemented to provide overall performance monitoring for the proposed solution.	Inquiry	
N.3 Describe the Quality Assurance (QA) measures that have been taken in the design, implementation, and maintenance with respect to the proposed solution.	Inquiry	
N.4 Describe the management and monitoring tools that are supported by the proposed technologies.	Inquiry	

O. Interoperability		
Specification	DOJ Categorization	Vendor Categorization & Comments (See valid code descriptions above: e.g. F, CU, CO, R TP, NA)
O.1 Solution shall comply with industry standards as well as NC customized specifications for all user interfaces and style sheets.	Mandatory	
O.2 Solution shall implement W3C / 508 accessibility guidelines. Web interfaces must meet the accessibility guidelines as outlined in Section 508 and Level A of the W3C Accessibility Guidelines, and be capable of interfacing with assistive technology (such as screen reader or screen zoom software). ➤ Link to W3C guidelines for Web pages http://www.w3.org/TR/WCAG20/ ➤ Link to Section 508 guidelines for Web pages http://www.section508.gov/index.cfm?FuseAction=content&ID=12#Web	Mandatory	

O.3 Describe the programming language(s) and development framework(s) that are utilized in the design and implementation of the proposed solution.	Inquiry	
O.4 Describe any open (industry and/or de facto) standards utilized to ensure interoperability of this solution within a heterogeneous environment.	Inquiry	
O.5 Describe the flexibility of this solution to meet future integration needs.	Inquiry	

P. Performance		
Specification	DOJ Categorization	Vendor Categorization & Comments (See valid code descriptions above: e.g. F, CU, CO, R TP, NA)
P.1 Describe the performance levels the system has achieved in other similar implementations (response time, number of concurrent users, etc.)	Inquiry	
P.2 Describe how you would size the hardware environment now and in the future as the solution scales.	Inquiry	
P.3 How many maximum concurrent users will your proposed solution support for NC?	Inquiry	
P.4 Describe how the proposed solution can be upgraded transparently without impacting the performance of the (production) application.	Inquiry	

Q. Test		
Specification	DOJ Categorization	Vendor Categorization & Comments (See valid code descriptions above: e.g. F, CU, CO, R TP, NA)
Q.1 Solution provider shall utilize dedicated testing environment.	Mandatory	
Q.2 Solution provider shall develop testing and load test plans.	Mandatory	
Q.3 Describe your approach and methodology for the testing stages - unit, integration, regression, and system testing.	Inquiry	
Q.4 Describe the testing methodology used in the development of the proposed technical solution (e.g. Performance, Load, Stress, Security, etc.)	Inquiry	
Q.5 Describe your approach for failover and disaster recovery testing.	Inquiry	
Q.6 Describe your methodology and any automated software used for bug tracking.	Inquiry	

Service & Deliverables Specifications. The items listed below cover the service levels of support, maintenance and warranty period(s) provided for the application, Project Management practices, Vendor experience, training and documentation.

- R. Customer/Technical Support**
- S. Transition Plan**
- T. Application Maintenance**
- U. Application Warranty**
- V. Project Management/Implementation**
- W. Vendor Experience & References**
- X. Training & User Guide**
- Y. Documentation**

R. Customer/Technical Support		
Specification	DOJ Categorization	Vendor Categorization & Comments (See valid code descriptions above: e.g. F, CU, CO, R TP, NA)
R.1 Describe the level of service and responsiveness that your company commits to providing DOJ during and after the implementation of this solution.	Inquiry	
R.2 Describe the qualifications, experience, and technical expertise of your customer support staff.	Inquiry	
R.3 Describe your demonstrated experience to provide rapid responses to requests.	Inquiry	
R.4 Describe the level and types of on-going support you will provide.	Inquiry	

S. Transition Plan		
Specification	DOJ Categorization	Vendor Categorization & Comments (See valid code descriptions above: e.g. F, CU, CO, R TP, NA)
S.1 Describe if/how responsibility for maintaining and enhancing the application software code will be transitioned to NCDOJ.	Inquiry	
S.2 Describe how the system support and application knowledge will be transitioned to North Carolina DOJ IT at the end of the contract period.	Inquiry	

T. Application Maintenance		
Specification	DOJ Categorization	Vendor Categorization & Comments (See valid code descriptions above: e.g. F, CU, CO, R TP, NA)
T.1 Describe the post-production maintenance period and hourly rate. Not to exceed 2,000 hours per year. ➤ Includes fixes? ➤ Includes enhancements? ➤ Billed by time and materials used?	Inquiry	
T.2 Describe your company's ability to provide long-term maintenance support of the proposed solution to NC DOJ.	Inquiry	
T.3 Describe licensing scheme.	Inquiry	
T.4 For all required 3rd party products clarify whether the associated licensing costs are included in your proposal.	Inquiry	

U. Application Warranty		
Specification	DOJ Categorization	Vendor Categorization & Comments (See valid code descriptions above: e.g. F, CU, CO, R TP, NA)
U.1 Describe the warranty period provided to begin from date of system acceptance, with expected functionality and operating error free without critical errors.	Inquiry	

V. Project Management/Implementation		
Specification	DOJ Categorization	Vendor Categorization & Comments (See valid code descriptions above: e.g. F, CU, CO, R TP, NA)
V.1 Describe your company's project management expertise.	Inquiry	
V.2 Describe how you will utilize and adhere to industry accepted project management methodologies and best practices (e.g., Project Management Institute) for implementing the proposed solution.	Inquiry	
V.3 Describe the overall approach for implementation and projected timelines for the proposed solution.	Inquiry	
V.4 Describe how the Project Management Deliverables will be produced.	Inquiry	
V.5 Describe structure and experience of the proposed project team.	Inquiry	
V.6 What professional services are available to further help with design and future enhancements?	Inquiry	

W. Vendor Experience and References		
Specification	DOJ Categorization	Vendor Categorization & Comments (See valid code descriptions above: e.g. F, CU, CO, R TP, NA)
W.1 Describe your experience where your company has successfully install the proposed solution, as demonstrated by production implementation of Data Integration Systems in other States, or projects similar in size, scope, and complexity to this project in a similar setting within the past 5 years.	Inquiry	
W.2 Provide a minimum of three (3) references to address W.1 above. (Refer to Vendor References form in Attachment C)	Mandatory	
W.3 Describe your experience with projects tailored to the law enforcement profession, particularly with NIBRS, NIEM & GJXML data formats.	Inquiry	
W.3 Describe your experience with projects utilizing the NIEM data exchange and documentation standards.	Inquiry	
W.4 Describe your experience with analysis and search applications tailored to the law enforcement profession.	Inquiry	
W.5 Describe your company's current technological position and future direction.	Inquiry	
W.6 Describe your company's financial stability and provide financial information as required in this RFP.	Inquiry	
W.7 Describe the resources that your company will make available to ensure the success of this project.	Inquiry	

X. Training, Technical & User Guide		
Specification	DOJ Categorization	Vendor Categorization & Comments (See valid code descriptions above: e.g. F, CU, CO, R TP, NA)
X.1 Describe the amount and extent of user and system technical training offered.	Inquiry	
X.2 Solution provider should offer web-based train-the-trainer <i>training</i> customized for North Carolina.	Optional	
X.3 Solution provider should offer web-based <i>training</i> for end user customized for North Carolina.	Optional	
X.4 Solution provider should offer technical <i>training</i> for state DOJ IT customized for North Carolina.	Optional	
X.5 Describe the quality and extent of the documentation to be provided.	Inquiry	
X.6 Solution provider should develop user guide <i>documentation</i> customized for North Carolina.	Optional	
X.7 Solution provider should develop searchable and printable User Guide and on-line help.	Optional	
X.8 Solution provider should develop train-the-trainer training <i>documentation</i> customized for North Carolina.	Optional	
X.9 Solution provider should develop technical training <i>documentation</i> customized for North Carolina.	Optional	

Y. Documentation		
Specification	DOJ Categorization	Vendor Categorization & Comments (See valid code descriptions above: e.g. F, CU, CO, R TP, NA)
Y.1 Solution provider shall create Information Exchange Package Documentation (IEPD) of the NIEM data exchanges.	Mandatory	
Y.2 Solution provider shall create System architecture and design diagram incorporating Service Oriented Architecture specifically according to the State CIO TASD found at the link: http://www.ncsta.gov	Mandatory	
Y.3 Solution provider shall create Disaster Recovery/Failover plan.	Mandatory	
Y.4 Solution provider shall create data dictionary for the central repository data model.	Mandatory	
Y.5 Solution provider shall create data security rules (Public vs. Confidential), edits and validations.	Mandatory	
Y.6 Solution provider shall create Metadata for the central repository data model and the UCR data model.	Mandatory	
Y.7 Solution provider shall create User roles and definitions.	Mandatory	
Y.8 Solution provider shall create documentation to accommodate NC General Statute (132-6.1(b)) Basic Indexing requirements found at the link: http://www.records.ncdcr.gov/erecords/pubdata/required.htm#RequiredIndex	Mandatory	

Section IV. Cost Proposal

NCDOJ seeks a firm fixed price contract. The State is interested in understanding any and all payment options available to the CAPTURES project. All cost proposals shall contain a **not-to-exceed price** for delivering the proposed solution to ensure complete and successful implementation and ongoing operation of the proposed Vendor solution. NCDOJ shall be provided with the option to procure only select elements of a Vendor's total proposal to meet the requirements of the system identified in this RFP at the costs quoted for those specific elements.

Vendors shall complete the cost response form found in Attachment D and submit it with their proposals.

The Vendor shall list and describe all applicable proposal costs. The professional services and other value added service hourly rates or costs shall be listed separately by type of service. Travel and lodging expenses, if any, shall be thoroughly described; and are limited by the State's General Terms and Conditions for Goods and Services, No. 11).

The Vendor shall propose a Payment Plan that contains high-level milestones and delivery dates for the implementation of project, with payment terms assigned to the completion of each milestone. After the contract award, each milestone shall have individual Acceptance Criteria which detail the completion of the specific milestone. The Acceptance Criteria are to be mutually developed by the Agency and the awarded Vendor and reduced to writing within forty-five (45) days of contract award. Vendor payments shall be made pursuant to the State approved Payment Plan.

The Vendor shall propose a Payment schedule based on the completion and acceptance of the following milestones:

- a. Final design of customized solution.
- b. Delivery of a comprehensive test plan.
- c. Delivery of an operational prototype based on the final design.
- d. Delivery of the production solution in a limited/pilot roll-out.
- e. Delivery of the customized training and documentation.
- f. Roll-out of production solution and completion of test and acceptance.
- g. Successful completion of solution transition.
- h. Provide contracted maintenance and support.

Section V. Other Requirements and Special Terms

1) Special Terms and Conditions –

- a) Acceptance – the Agency reserves the right to perform post-delivery and post-training acceptance testing for a period beginning at installation and lasting ninety (90) days. The Agency also reserves the right to have an independent Vendor conduct assurance testing pertaining to the functions, audit ability, and related matters. At any time before the end of the test and assurance period the Agency may require any or all of the following:
 - i) Have the Vendor modify the installed software to eliminate the deficiency to the Agency's satisfaction.
 - ii) Have the Vendor re-install a new copy of the software product(s).
 - iii) Extend the acceptance testing period for a period of thirty (30) days to allow time for Vendor to remedy the problems.
 - iv) Remove the application software, cancel this Agreement, and recover payments extended from Agency funds.

2) No work on this project shall be performed by the Vendor outside of the Continental United States.

3) **VENDOR UTILIZATION OF WORKERS OUTSIDE U.S.:** In accordance with NC General Statute 147-33.97, the Vendor shall detail in the bid response, the manner in which it intends to utilize resources or workers. The State of North Carolina shall evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award for any such Vendor's proposal. The Vendor shall provide the following for any proposal or actual utilization or contract performance:

- a) The location of work performed under a state contract by the Vendor, any subcontractors, employees, or other persons performing the contract and whether any of this work shall be performed outside the United States
- b) The corporate structure and location of corporate employees and activities of the Vendors, its affiliates or any other subcontractors
- c) Notice of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under a state contract outside of the United States
- d) Any Vendor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided

NOTE: As provided hereinabove, no work on this project shall be performed by the Vendor outside of the Continental United States, therefore, the response to this provision should be No.

Shall any work under this contract be performed outside the United States?

Where shall services be performed:

YES

NO

- 4) **Project Management** – The Vendor shall carry out this project under the direction and control of the NCDOJ Information Technology Division (ITD). All project management and coordination on behalf of the NCDOJ shall be through a single point of contact designated as the NCDOJ Project Manager. Vendor shall designate a Vendor Project Manager who shall provide a single point of contact for management and coordination of Vendor's work. All work performed pursuant to this Contract shall be coordinated between the NCDOJ Project Manager and the Vendor Project Manager. The Vendor Project Manager shall be on site at the North Carolina Department of Justice as defined previously in this section and at other times mutually agreed upon through the duration of the project. The Vendor Project Manager shall be available remotely during normal business hours when not on site.

Although there shall be continuous liaison with the Vendor team, the NCDOJ CAPTURES Project Manager shall meet weekly as a minimum, with the Vendor's project manager for the purpose of reviewing progress and providing necessary guidance to the Vendor in solving problems which arise.

Status Reports - The Vendor shall submit brief written weekly summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, which should be brought to the attention of the NCDOJ CAPTURES Project Manager; and notification of any significant deviation from previously agreed upon work plans. A copy of this report shall be forwarded to the named buyer in the Office of Purchasing upon request.

Methodology - The State has adopted a standard; Project Management Methodology (PMM) for use on all Information Technology (IT) based projects. Vendors may obtain a copy of this procedure by contacting the Office of Information Technology Services; or from the North Carolina Enterprise Project Management Office website at <http://www.epmo.scio.nc.gov/>. Vendors shall utilize a Project Management Methodology that is consistent with the State PMM.

Project Management Timeline - Within five (5) working days of the award of the Contract, the Vendor shall conduct a Project Kick-Off Meeting. Within two (2) weeks of the award of the Contract, the Vendor shall submit the Project Management Deliverables to the NCDOJ CAPTURES Project Manager, including the detailed project schedule. This project schedule shall be in agreement with the timeline as proposed by the Vendor and accepted by the State for Contract, and shall include the major phases and milestones.

- 5) Meetings – The Vendor shall meet with the NCDOJ project manager a minimum of once per week during the Planning Phase to finalize the project plan, schedule workshops, review and document project processes procedures and reporting systems. The Vendor shall be onsite for workshops, design sessions, and product demonstrations. Other meetings may be conducted remotely, at the Vendor's discretion. During the Design, Execution & Build, and Implementation Phases, the Vendor shall conduct weekly status meetings with the project team. Throughout the project, the Vendor Project Manager and Vendor staff shall be available for ad-hoc meetings / conference calls to resolve technical or contractual problems that may occur during the term of the Contract. Meetings shall occur as problems arise and shall be coordinated by NCDOJ. The Vendor shall be given reasonable and sufficient notice of meeting dates, times, and locations. Consistent failure to participate in problem resolution meetings or failure to make a good faith effort to resolve problems may result in termination of the Contract.
- 6) Transition Assistance - If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, the Vendor shall provide for ninety (90) days following the expiration or cancellation of this Contract, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance shall be deemed by the parties to be governed by the terms and conditions of this Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance in the Vendor. The Vendor should include the costs for performing such transition assistance in the Vendor Proposal. If the State cancels this Contract for cause, then the State shall be entitled to offset the cost of paying the Vendor for the additional resources the Vendor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said cancellation.
- 7) Unanticipated Tasks –In the event that additional work shall be performed that was wholly unanticipated, and that is not specified in this Contract, but which in the opinion of both parties is necessary to the successful accomplishment of the contracted scope of work, the procedures outlined in this article shall be followed. For each item of unanticipated work, Vendor shall prepare a work authorization in accordance with the State's practices and procedures.
- a) It is understood and agreed by both parties that all of the terms and conditions of this Contract shall remain in force with the inclusion of any work authorization. A work authorization shall not constitute a contract separate from this Contract, nor in any manner amend or supersede any of the other terms or provisions of this Contract or any amendment hereto.
 - b) Each work authorization shall comprise a detailed statement of the purpose, objective, or goals to be undertaken by Vendor, the job classification or approximate skill level or sets of the personnel required, an identification of all significant material then known to be developed by Vendor's personnel as a Deliverable, an identification of all significant materials to be delivered by the State to Vendor's personnel, an estimated time schedule for the provision of the services by Vendor, completion criteria for the work to be performed, the name or identification of Vendor's personnel to be assigned, the Vendor's estimated work hours required to accomplish the purpose, objective or goals, the Vendor's billing rates and units billed, and the Vendor's total estimated cost of the work authorization.
 - c) All work authorizations shall be submitted for review and approval by the procurement office that approved the original Contract and procurement. This submission and approval shall be completed prior to execution of any work authorization documentation or performance thereunder. All work authorizations shall be written and signed by Vendor and the State prior to beginning work.
 - d) The State has the right to require Vendor to stop or suspend performance under the "Stop Work" provision of this RFP.
 - e) Vendor shall not expend Personnel resources at any cost to the State in excess of the estimated work hours unless this procedure is followed: If, during performance of the work, the Vendor determines that a work authorization to be performed under this Contract cannot be accomplished within the estimated

work hours, the Vendor shall be required to complete the work authorization in full. Upon receipt of such notification, the State may:

1. Authorize the Vendor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the work authorization, or
 2. Terminate the work authorization, or
 3. Alter the scope of the work authorization in order to define tasks that can be accomplished within the remaining estimated work hours.
 4. The State shall notify Vendor in writing of its election within seven (7) calendar days after receipt of the Vendor's notification. If notice of the election is given to proceed, the Vendor may expend the estimated additional work hours or services.
- 8) References - Vendor shall provide a minimum of three (3) references of projects that are similar in scope indicating the Vendor's capabilities to do this work. The references shall be provided with project descriptions, cost and other pertinent information, including contact information telephone numbers and email addresses (Refer to Attachment C Vendor References Form). This reference information shall include information on the Vendor's organization, experience, and skills regarding the Vendor's track record, reputation, and past performance that indicates the ability to successfully install the system as demonstrated by installation of Crime Reporting Systems in other States or a comparable size implementation and similar setting within the past five (5) years. References will be contacted and in the event a Vendor's reference is non-responsive; the Vendor will be notified to follow-up with the reference and/or provide an alternative reference.

Reference Checks: DOJ is allowed to contact any reference either explicitly stated in the Vendor's RFP response or mentioned by the Vendor during any sessions or presentations with DOJ. This includes any publicly available references, such as customer references at web sites. Only references which have successfully implemented the proposed solution in an environment similar to that proposed shall be considered.

- 9) Technological Position - The Vendor shall provide documentation of their current technological position and future technical direction in their response to this RFP. Vendor's future technical direction shall be aligned with the state technical architectural standards (See *Attachment A* and at <http://www.ncsta.gov/>). Documentation should include but not limited to the following:

- current development platform
- database repository
- starting and current versions of development platform and database
- last system upgrade
- future technical direction for upgrading and/or retiring current technology.

- 10) Financial Statements - The Vendor shall provide evidence of financial stability with its response to this RFP as further described herein below. As used herein, Financial Statements shall exclude tax returns and compiled statements.
- a. For a publicly traded company, Financial Statements for the past three (3) fiscal years, including at a minimum, income statements, balance sheets, and statement of changes in financial position or cash flows. If three (3) years of financial statements are not available, this information shall be provided to the fullest extent possible, but not less than one year. If less than three (3) years, Vendor shall explain the reason why they are not available.
 - b. For a privately held company, when certified audited financial statements are not prepared: a written statement from the company's certified public accountant stating the financial condition, debt-to-asset

ratio for the past three (3) years and any pending actions that may affect the company's financial condition.

- c. The State may, in its sole discretion, accept evidence of financial stability other than Financial Statements for the purpose of evaluating Vendors' responses to this RFP. The State reserves the right to determine whether the substitute information meets the requirements for Financial Information sufficiently to allow the State to evaluate the sufficiency of financial resources and the ability of the business to sustain performance of the contract award. Scope Statements issued may require the submission of Financial Statements and specify the number of years to be provided, the information to be provided, and the most recent date required.

Section VI. Proposal Content and Organization

- 1) This section should contain all relevant and material information relating to the Vendor's organization, personnel, and experience that would substantiate its qualifications and capabilities to perform the services and/or provide the goods described in this RFP. If any relevant and material information is not provided, the offer may be rejected from consideration and evaluation. Proposals shall be considered and evaluated based upon the Vendor's full completion and response to the following, and any additional requirements herein, or stated in a separate Exhibit.
- 2) Information and Descriptive Literature. Vendor shall furnish all information requested; and if response spaces are provided in this document, the Vendor shall furnish said information in the spaces provided. Further, if required elsewhere in this proposal, each Vendor shall submit with their proposal sketches, descriptive literature and/or complete specifications covering the products offered. References to literature submitted with a previous proposal shall not satisfy this provision. Proposals that do not comply with these requirements be rejected.
- 3) Proposal Content. Vendor's proposal shall describe a base solution/platform and customization needed to satisfy the requirements as well as demonstrate compliance with all mandatory conditions, and terms of performance.
 - a) Clearly state your understanding of the problem(s) presented by this RFP
 - i) Response to mandatory and optional technical requirements
 - ii) Cost proposal
 - b) Detailed description of Vendor's firm shall include all of the following
 - i) Full name, address, and telephone number of the organization
 - ii) Date established
 - iii) Background of firm
 - iv) Ownership (public company, partnership, subsidiary, etc.)
 - v) If incorporated, state of incorporation shall be included
 - vi) Number of full-time employees on January 1st for the last three years or for the duration that the Vendor's firm has been in business, whichever is less.
 - c) High level timeline containing milestones and delivery dates of the proposed solution. NCDOJ's target milestones are to have a customized prototype operational within three months of contract award, and a pilot (limited production) within six months of contract award.
- 4) Any errata or exceptions shall be stated on a separate page, labeled "Errata and/or Exceptions" with references to the corresponding terms or provisions of the Solicitation.
- 5) Proposal Format. The proposals should be organized in the exact order in which the requirements and/or desirable performance criteria are presented in the RFP. The Execution page of this RFP shall be placed at the front of the Proposal. Each page should be numbered. The proposal should contain a table of contents, which cross-references the RFP requirement and the specific page of the response in the Vendor's proposal. All proposals should be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

- 6) Vendors are strongly encouraged to adhere to the following general instructions in order to bring clarity and order to the proposal and subsequent evaluation process:
 - a) Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.
 - b) The response should be complete and comprehensive with a corresponding emphasis on being concise and clear.
- 7) Proposal Organization: The proposal should be organized and indexed in the following format and should contain, at a minimum, all listed items in the sequence indicated.
 - a) Letter of Transmittal - Each proposal shall be accompanied by a letter of transmittal that provides the following information:
 - i) Identify the submitting organization;
 - ii) Identify the name, title, telephone and fax number, along with an e-mail address of the person authorized by the organization to contractually obligate the organization;
 - iii) Identify the name, title, telephone and fax number, along with an e-mail address of the person authorized to negotiate the contract on behalf of the organization;
 - iv) Identify the names, titles, telephone and fax number, along with an e-mail address of the person to be contacted for clarification;
 - v) Acknowledge receipt of any and all amendments to this RFP.
 - b) Table of Contents
 - c) (Optional) Proposal Summary. A proposal summary may be included by Vendors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material shall not be used in the evaluation process unless specifically referenced from other portions of the Vendor's proposal
 - d) Response to Specifications
 - e) Completed Cost Response Form
 - f) References
 - g) Financial Information
 - h) Conflict of Interest:
 - i. Provide a statement that no assistance in preparing the response was received from any current or former employee of the State of North Carolina whose duties relate(d) to this RFP, unless such assistance was provided by the state employee in his or her official public capacity and that neither such employee nor any member of his or her immediate family has any financial interest in the outcome of this RFP;
 - ii. State if the Vendor or any employee of the Vendor is related by blood or marriage to an Agency employee or resides with an Agency employee. If there are such relationships, list the names and relationships of said parties. Include the position and responsibilities within the Vendor's organization of such Vendor employees; and
 - iii. State the employing State Agency, individual's title at that State Agency, and termination date.
 - i) Errata and Exceptions, if any
 - j) Copy of Vendor's License and Maintenance Agreements
 - k) Other Supporting Material Including Technical System Documentation
 - l) Training and Other Materials, Samples or Examples
 - m) Within each section of their proposal, Vendors should address the items in the order in which they appear in this RFP. Forms, if any provided in the RFP, shall be completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates, or expenses shall be presented with the cost response.
- 8) Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.
- 9) Vendors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate attachment.

Section VII. North Carolina Information Technology Procurement Office General Terms and Conditions

Definitions: As used herein;

Services shall mean the tasks undertaken by Vendor in connection with the performance of the duties herein, other than the provision of items deemed to be goods.

State shall mean the State of North Carolina, the Office of Information Technology Services as an Agency or in its capacity as the Award Authority.

Purchasing State Agency or Agency shall mean the Agency purchasing the goods or services.

1) Standards: Reserved

2) Warranties: Reserved

3) Support: Reserved

4) Personnel: Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Agency Contract Administrator. Any desired substitution shall be noticed to the Agency's Contract Administrator accompanied by the names and references of Vendor's recommended substitute personnel. The Agency shall approve or disapprove the requested substitution in a timely manner. The Agency may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the Agency may request acceptable substitute personnel or terminate the contract services provided by such personnel.

a) If required, Vendor personnel shall perform their duties on the premises of the State, during the State's regular work days and normal work hours, except as may be specifically agreed otherwise, established in the specification, or statement of work.

b) This contract shall not prevent Vendor or any of its personnel supplied under this Contract from performing similar services elsewhere or restrict Vendor from using the personnel provided to the State, provided that:

- i) Such use does not conflict with the terms, specifications or any amendments to this Contract, or
- ii) Such use does not conflict with any procurement law, regulation or policy or
- iii) Such use does not conflict with any non-disclosure agreement, or term thereof, by and between the State and Vendor or Vendor's personnel.

5) Subcontracting: The Vendor may subcontract the performance of required services with other Vendors or third parties, or change subcontractors, only with the prior written consent of the contracting authority. Vendor shall provide the State with complete copies of any agreements made by and between Vendor and all subcontractors. The selected Vendor remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same standards required of the selected Vendor. Any contracts made by the Vendor with a subcontractor shall include an affirmative statement that the State is an intended third party beneficiary of the contract; that the subcontractor has no agreement with the State; and that the State shall be indemnified by the Vendor for any claim presented by the subcontractor. Notwithstanding any other term herein, Vendor shall timely exercise its contractual remedies against any non-performing subcontractor and, when appropriate, substitute another subcontractor.

6) Security and Background Checks: The State reserves the right to require the Vendor, at the Vendor's expense, to conduct a security and background check on any employee or agent provided by the Vendor and to submit the results to the State. Security and background checks shall include credential and criminal checks. The Agency reserves the right to conduct a security and background check which may include fingerprint/palm criminal record check or otherwise approve any employee or agent provided by Vendor, and to refuse access to or require replacement of any such personnel for cause, including, but not limited to, technical or training qualifications, quality of work or change in security status or non-compliance with the Agency's security or

other requirements. This approval requirement shall not relieve Vendor of its obligations to perform all work in compliance with the Contract terms. The Agency reserves the right to reject and/or bar any Vendor personnel, whether employee or agent, from the Agency facilities for cause including information learned during the background checks. Facilities, as used herein, shall comprise physical, Internet-based resources or interfaces, intranet resources, or informational resources. Refer to the FBI *Criminal Justice Information Systems (CJIS) Security Policy* and all associated attachments, which contain the minimum level of Information Technology (IT) security requirements determined acceptable for the transmission, processing, and storage of the nation's CJIS data. All of the requirements contained in the policy are to be met as appropriate. Specifically, Vendor shall be in full compliance with sections 4.5 Personnel Security and all references therein, and section 6.7 CJIS Security Addendum and all references therein. For further information on how to obtain access to the FBI *CJIS Security Policy* and all associated attachments, utilize the point of contact listed on page 1 for all inquiries in reference to this RFP. A written request for access to the documentation will need to be submitted by the Vendor. Once a written request is received, access information will be provided verbally to the Vendor.

7) Certificate of Insurance: Vendor shall provide a certificate of insurance naming the Agency as an additional insured, with the certificate complying with all required coverage and delivered to the Agency not later than ten (10) days following the date of the Notice of Award issued pursuant to this RFP. Vendor shall notify the Agency immediately of any material change in insurance coverage, including, but not limited to changes in limits, coverage, or status of the policy.

8) Vendor's Representation: Vendor warrants that qualified personnel shall provide services in a professional manner. "Professional manner" means that the personnel performing the services shall possess the skill and competence consistent with the prevailing business standards in the information technology industry. Vendor agrees that it shall not enter any agreement with a third party that might abridge any rights of the State under this Contract. Vendor shall serve as the prime Vendor under this Contract. Should the State approve any subcontractor(s), the Vendor shall be legally responsible for the performance and payment of the subcontractor(s). Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Third party subcontractors, if approved, may serve as subcontractors to Vendor. Vendor shall retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

a) Intellectual Property. Vendor has the right to provide the Services and Deliverables without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party. Vendor represents that its Services and Deliverables are not the subject of any actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.

b) Inherent Services. If any Services, Deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the Service and Deliverables pursuant to this Contract, or are an inherent part of or necessary sub-task included within the Service, they shall be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided in the Contract, Vendor shall furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.

c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

9) Assurances – In the event that criminal or civil investigation, litigation, arbitration or other proceedings term of this Contract, causes the State to be reasonably concerned about:

a) the ability of the Vendor or its subcontractor to continue to perform this Contract in accordance with its terms and conditions, or

- b) whether the Vendor or its subcontractor in performing services is engaged in conduct which is similar in nature to conduct alleged in such investigation, litigation, arbitration or other proceedings, which conduct would constitute a breach of this Contract or violation of law, regulation or public policy,

then the Vendor shall be required to provide the State all reasonable assurances requested by the State to demonstrate that: the Vendor or its subcontractors hereunder shall be able to continue to perform this Contract in accordance with its terms and conditions, and the Vendor or its subcontractors shall not engage in conduct in performing services under this Contract which is similar in nature to the conduct alleged in any such litigation, arbitration or other proceedings.

10) Software License (for internal embedded software, firmware and unless otherwise provided in the State's solicitation document, or in an attachment hereto):Reserved.

11) Maintenance/Support Services: *Reserved*

12) Travel Expenses: *All Travel Expenses arising under the performance of* this Contract are included in Vendor's bid at the out-of-state rates set forth in GS §138-6 as amended from time to time. Other travel must be pre-approved by the State in writing. Vendor agrees to use the lowest available airfare not requiring a weekend stay and to use the lowest available rate for rental vehicles. All Vendor incurred travel expenses shall be billed on a monthly basis, shall be supported by original receipt(s) and shall be paid by the State within thirty (30) days after invoice approval. Travel expenses exceeding the foregoing rates shall not be paid by the State. The State shall reimburse travel allowances only for days on which the Vendor is required to be in North Carolina performing services under this Contract.

13) Confidentiality of Data and Information: All financial, statistical, personnel, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Vendor in order to carry out this Contract, or which become available to the Vendor in carrying out this Contract, shall be protected by the Vendor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Vendor. If the methods and procedures employed by the Vendor for the protection of the Vendor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this section. The Vendor shall not be required under the provisions of this section to keep confidential, (1) information generally available to the public, (2) information released by the State generally, or to the Vendor without restriction, (3) information independently developed or acquired by the Vendor or its personnel without reliance in any way on otherwise protected information of the State. Notwithstanding the foregoing restrictions, the Vendor and its personnel may use and disclose any information which it is otherwise required by law to disclose, but in each case only after the State has been so notified, and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

14) Governmental Restrictions: In the event any restrictions are imposed by governmental requirements that necessitate alteration of the material, quality, workmanship, or performance of the Deliverables offered prior to delivery thereof, the Vendor shall provide written notification of the necessary alteration(s) to the Agency Contract Administrator. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract. The State may advise Vendor of any restrictions or changes in specifications required by North Carolina legislation, rule or regulatory authority that require compliance by the State. In such event, Vendor shall use its best efforts to comply with the required restrictions or changes. If compliance cannot be achieved by the date specified by the State, the State may terminate this Contract and compensate Vendor for sums due under the Contract.

15) Prohibition Against Contingent Fees and Gratuities: Vendor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of

obtaining any contract or award issued by the State. Vendor further warrants that no commission or other payment has been or shall be received from or paid to any third party contingent on the award of any contract by the State, except as shall have been expressly communicated to the State Purchasing Agent in writing prior to acceptance of the Contract or award in question. Each individual signing below warrants that he or she is duly authorized by their respective Party to sign this Contract and bind the Party to the terms and conditions of this Contract. Vendor and their authorized signatory further warrant that no officer or employee of the State has any direct or indirect financial or personal beneficial interest, in the subject matter of this Contract; obligation or contract for future award of compensation as an inducement or consideration for making this Contract. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts. Violations of this provision may result in debarment of the Vendor(s) as permitted by 9 NCAC 06B.1102 (f), 06B.1030, or other provision of law.

16) Availability of Funds: Any and all payments to Vendor are expressly contingent upon and subject to the appropriation, allocation and availability of funds to the Agency for the purposes set forth in this Contract. If this Contract or any Purchase Order issued hereunder is funded in whole or in part by federal funds, the Agency's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Contract or Purchase Order. If the term of this Contract extends into fiscal years, subsequent to that in which it is approved, such continuation of the Contract is expressly contingent upon the appropriation, allocation and availability of funds by the North Carolina General Assembly for the purposes set forth in the Contract. If funds to effect payment are not available, the Agency shall provide written notification to Vendor. If the Contract is terminated under this paragraph, Vendor agrees to take back any affected Deliverables and software not yet delivered under this Contract, terminate any services supplied to the Agency under this Contract, and relieve the Agency of any further obligation thereof. The State shall remit payment for Deliverables and services accepted prior to the date of the aforesaid notice in conformance with the payment terms.

17) Payment Terms: Upon completion of the required tasks comprising each milestone and the acceptance of same by the Agency as provided herein, the Vendor shall submit to the State an invoice for the specific milestone tasks. The State will pay the Vendor's invoice within thirty (30) days of approval minus ten percent (10%) of the total payment due. The amounts withheld shall be payable to the Vendor upon satisfactory completion and acceptance of this project. .

18) Acceptance Criteria: Reserved

20)Ownership of Data: State-provided material, information, and data:

- a) As between the Parties, the State shall retain all of its right, title and interest in and to any State Data (as defined below), or derivative works thereof, or other materials or information provided by the State to the Vendor in connection with the Contract (the "State Provided Material"), and Vendor shall not acquire any right, title or interest therein.
- b) "State Data" means the following, whether provided, produced, or acquired before, on or after the Contract Effective Date: (i) all data, information, and material, by whatever name known, collected, processed, or stored by the State in the CAPTURES system, and under this Contract; (ii) all information and data (copyrighted or otherwise) developed, derived, documented, or stored by the State under the Contract; (iii) all data that is provided by or on behalf of the State to Vendor in order for Vendor to provide the Services or Deliverables pursuant to the Contract; (iv) all records, files, reports and other data provided to Vendor by or on behalf of the State; (v) all records, files, reports and other data collected or obtained by Vendor, in connection with the Services or Deliverables; and (vi) all data that is produced as an intermediate step in using or producing any of the State Data, including databases and files containing the State Data.
- c) Vendor shall not withhold the State Data or any other State confidential information or refuse for any reason (including the State's actual or alleged breach of the Contract) to promptly return to the State

the State Data (including copies thereof) if requested to do so on such media as reasonably requested by the State, even if the State is then or is alleged to be in breach of the Contract. As a part of Vendor's obligation to provide the State Data pursuant to this Section, Vendor shall also provide the State any data maps, documentation, software, or other materials necessary, including, without limitation, handwritten notes, materials, working papers or documentation, for the State to use, translate, interpret, extract and convert the State Data for use by the State or any third party.

- d) The Vendor shall not deny the State up to date access to all current and past database(s) regarding the State Data and to all other information and data entered by both the Vendor and the State and related to this Contract. The State shall have complete and unfettered control of and access to the data twenty-four (24) hours/day, seven (7) days/week. In addition, in the event a transfer of data is necessary, the Vendor shall fully and completely cooperate with any subsequent Vendor to ensure that the State's data is transferred and is in a form that is readily and easily accessible by the subsequent Vendor. Vendor's method of storing the data shall align itself with the NC Statewide Technical Architecture <http://www.ncsta.gov/>. All such information and data are the sole property of the State and shall not be sold or made available to any person or entity without the written authorization of the State. No files are to be purged from any server without the written approval of the State.

21) . Equal Employment Opportunity: Vendor shall comply with all Federal and State requirements concerning fair employment

22) Inspection at Vendor's Site: The State reserves the right to inspect, during Vendor's regular business hours at a reasonable time, upon notice of not less than two (2) weeks, and at its own expense, the prospective Deliverables comprising equipment or other tangible goods, or the plant or other physical facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary or proper to ensure conformance with the specifications/requirements and their adequacy and suitability for the proper and effective performance of the Contract.

23) Advertising/Press Release: The Vendor absolutely shall not publicly disseminate any information concerning the Contract without prior written approval from the State or its Agent. For the purpose of this provision of the Contract, the Agent is the Purchasing Agency Contract Administrator unless otherwise named in the solicitation documents.

24) Confidentiality: In accordance with 9 NCAC 06B.0103, 06B.0207 and 06B.1001 and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §132-1 et. seq. Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2. Vendor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "**CONFIDENTIAL**". By so marking any page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Rules and Statutes set forth above. **However, under no circumstances shall price information be designated as confidential.** The State may serve as custodian of Vendor's confidential information and not as an arbiter of claims against Vendor's assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel the State to disclose information marked confidential, the Vendor agrees that it shall intervene in the action through its counsel and participate in defending the State, including any public official(s) or public employee(s). The Vendor agrees that it shall hold the State and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against the State in the action. The State agrees to promptly notify the Vendor in writing of any action seeking to compel the disclosure of Vendor's confidential information. The State shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The State shall have no liability to Vendor with respect to the disclosure of Vendor's confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law.

- a) Care of Information: Vendor agrees to use commercial best efforts to safeguard and protect any data, documents, files, and other materials received from the State or the Agency during performance of any contractual obligation from loss, destruction or erasure.
- b) Vendor warrants that all its employees and any approved third party Vendors or subcontractors are subject to a non-disclosure and confidentiality agreement enforceable in North Carolina. Vendor shall, upon request of the State, verify and produce true copies of any such agreements. Production of such agreements by Vendor may be made subject to applicable confidentiality, non-disclosure or privacy laws; provided that Vendor produces satisfactory evidence supporting exclusion of such agreements from disclosure under the N.C. Public Records laws in NCGS §132-1 et. seq. The State may, in its sole discretion, provide a non-disclosure and confidentiality agreement satisfactory to the State for Vendor's execution. The State may exercise its rights under this subparagraph as necessary or proper, in its discretion, to comply with applicable security regulations or statutes including, but not limited to 26 USC 6103 and IRS Publication 1075, (Tax Information Security Guidelines for Federal, State, and Local Agencies), HIPAA, 42 USC 1320(d) (Health Insurance Portability and Accountability Act), any implementing regulations in the Code of Federal Regulations, and any future regulations imposed upon the Office of Information Technology Services or the N.C. Department of Revenue pursuant to future statutory or regulatory requirements.
- c) Nondisclosure: Vendor agrees and specifically warrants that it, its officers, directors, principals and employees, and any subcontractors, shall hold all information received during performance of this Contract in the strictest confidence and shall not disclose the same to any third party without the express written approval of the State.

25) Deliverables: Deliverables, as used herein, shall comprise all project materials, including Services, software licenses, data, and documentation created during the performance or provision of services hereunder. Custom Deliverables are the property of the State of North Carolina. Proprietary Vendor materials licensed to the State shall be identified to the State by Vendor prior to use or provision of services hereunder and shall remain the property of the Vendor. Embedded software or firmware shall not be a severable Deliverable. Deliverables include "Work Product" and means any expression of Licensor's findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, enhancements, and other technical information; but not source and object code or software. All Software source and object code is the property of Licensor and is licensed nonexclusively to the State, at no additional license fee, pursuant to the terms of the software license contained herein, and in the Supplemental Terms and Conditions for Software and Services or the License Agreement if incorporated in the Solicitation Documents.

26) Late Delivery, Back Order: Vendor shall advise the Agency contact person or office immediately upon determining that any Deliverable shall not, or may not, be delivered at the time or place specified. Together with such notice, Vendor shall state the projected delivery time and date. In the event the delay projected by Vendor is unsatisfactory, the Agency shall so advise Vendor and may proceed to procure substitute Deliverables or services.

27) Patent, Copyright, and Trade Secret Protection:

- a) Vendor has created, acquired or otherwise has rights in, and may, in connection with the performance of services for the State, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general purpose consulting and software tools, utilities and routines (collectively, the "Vendor Technology"). To the extent that any Vendor Technology is contained in any of the Deliverables including any derivative works, the Vendor hereby grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Vendor Technology in connection with the Deliverables for the State's purposes.
- b) Vendor shall not acquire any right, title and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to Vendor. The State hereby grants Vendor a royalty-free, fully paid, worldwide, perpetual, non-exclusive license for Vendor's internal use to non-confidential Deliverables first originated and prepared by the Vendor for delivery to the State.

- c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the services or Deliverables supplied by the Vendor, or the operation of such Deliverables pursuant to a current version of Vendor-supplied software, infringes a patent, or copyright or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:
 - i. That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and,
 - ii. That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.
- d) Should any services or software supplied by Vendor, or the operation thereof become, or in the Vendor's opinion are likely to become, the subject of a claim of infringement of a patent, copyright, or a trade secret in the United States, the State shall permit the Vendor, at its option and expense, either to procure for the State the right to continue using the goods/hardware or software, or to replace or modify the same to become noninfringing and continue to meet procurement specifications in all material respects. If neither of these options can reasonably be taken, or if the use of such goods/hardware or software by the State shall be prevented by injunction, the Vendor agrees to take back such goods/hardware or software, and refund any sums the State has paid Vendor less any reasonable amount for use or damage and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return of such infringing Deliverables makes the retention of other items of Deliverables acquired from the Vendor under this Contract impractical, the State shall then have the option of terminating the Contract, or applicable portions thereof, without penalty or termination charge. The Vendor agrees to take back such Deliverables and refund any sums the State has paid Vendor less any reasonable amount for use or damage.
- e) Vendor shall not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation (i) results from the State's alteration of any Vendor-branded product or Deliverable, or (ii) results from the continued use of the good(s) or Services and Deliverables after receiving notice they infringe a trade secret of a third party.
- f) Nothing stated herein, however, shall affect Vendor's ownership in or rights to its preexisting intellectual property and proprietary rights.

28) Access to Persons and Records: Pursuant to N.C. General Statute 147-64.7, the Agency, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Vendor insofar as they relate to transactions with any department, board, officer, commission, institution, or other Agency of the State of North Carolina pursuant to the performance of this Contract or to costs charged to this Contract. The Vendor shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of this Contract. Additional audit or reporting requirements may be required by any Agency, if in the Agency's opinion, such requirement is imposed by federal or state law or regulation.

29) Assignment: Vendor may not assign this Contract or its obligations hereunder except as permitted by 09 NCAC 06B.1003 and this Paragraph. Vendor shall provide reasonable notice of not less than thirty (30) days prior to any consolidation, acquisition, or merger. Any assignee shall affirm this Contract attorning to the terms and conditions agreed, and that Vendor shall affirm that the assignee is fully capable of performing all obligations of Vendor under this Contract. An assignment may be made, if at all, in writing by the Vendor, Assignee and the State setting forth the foregoing obligation of Vendor and Assignee.

30) Insurance Coverage: During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

- a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$100,000.00, covering all of Vendor's employees who are engaged in any work under the Contract. If any

work is sublet, the Vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the Contract ; and

b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of two-million dollars (\$2,000,000.00). Combined Single Limit (Defense cost shall be in excess of the limit of liability); and

c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment; and

d) Providing and maintaining adequate insurance coverage described herein is a material obligation of the Vendor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

31) Dispute Resolution: The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the Agency Contract Administrator for decision. A claim by the State shall be submitted in writing to the Vendor's Contract Administrator for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

32) Default: In the event any Deliverable furnished by the Vendor during performance of any Contract term fails to conform to any material requirement of the Contract specification, notice of the failure is provided by the State and if the failure is not cured within ten (10) days or Vendor fails to meet the requirements of Paragraph 9, page 7 (Acceptance) hereinafter, the State may cancel and procure the articles or services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraphs 35 and 36 and the obligation to informally resolve disputes as provided in Paragraph 31 of these Terms and Conditions. Default may be cause for debarment as provided in 09 NCAC 06B.1030. The State reserves the right to require performance guaranties pursuant to 09 NCAC 06B.1031 from the Vendor without expense to the State. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

a) If Vendor fails to deliver Deliverables within the time required by this Contract, the State may provide written notice of said failure to Vendor, and by such notice require payment of a penalty.

b) Should the State fail to perform any of its obligations upon which Vendor's performance is conditioned, Vendor shall not be in default for any delay, cost increase or other consequences due to the State's failure. Vendor shall use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Vendor's bid documents that prove erroneous or are otherwise invalid. Any deadline that is affected by any such failure in assumptions or performance by the State shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure.

c) Vendor shall provide a plan to cure any default if requested by the State. The plan shall state the nature of the default, the time required for cure, any mitigating factors causing or tending to cause the default, and such other information as the Vendor may deem necessary or proper to provide.

33) Waiver of Default: Waiver by either party of any default or breach by the other Party shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be a modification or novation of the terms of this Contract, unless so stated in writing and signed by authorized representatives of the Agency and the Vendor, and made as an amendment to this Contract pursuant to Paragraph 47) herein below.

34) Termination: Any notice or termination made under this Contract shall be transmitted via US Mail, Certified Return Receipt Requested. The period of notice for termination shall begin on the day the return receipt is signed and dated.

- a) The parties may mutually terminate this Contract by written agreement at any time.
- b) The State may terminate this Contract, in whole or in part, pursuant to Paragraph 32), or pursuant to Special or Supplemental Terms and Conditions in the Solicitation Documents, or for any of the following:
 - i. Termination for Cause: In the event any goods, software, or service furnished by the Vendor during performance of any Contract term fails to conform to any material requirement of the Contract, and the failure is not cured within the specified time after providing written notice thereof to Vendor, the State may cancel and procure the articles or services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraphs 35) and 36) herein. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. Vendor shall not be relieved of liability to the State for damages sustained by the State arising from Vendor's breach of this Contract; and the State may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by Vendor shall be cause for termination.
 - ii. Termination For Convenience Without Cause: The State may terminate service and indefinite quantity contracts, in whole or in part by giving thirty (30) days prior notice in writing to the Vendor. Vendor shall be entitled to sums due as compensation for Deliverables provided and services performed in conformance with the Contract. In the event the Contract is terminated for the convenience of the State the Agency shall pay for all work performed and products delivered in conformance with the Contract up to the date of termination.

35) Limitation of Vendor's Liability:

- a) Where Deliverables are under the State's exclusive management and control, the Vendor shall not be liable for direct damages caused by the State's failure to fulfill any State responsibilities of assuring the proper use, management and supervision of the Deliverables and programs, audit controls, operating methods, office procedures, or for establishing all proper checkpoints necessary for the State's intended use of the Deliverables.
- b) The Vendor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to two times the value of the Contract.
- c) The foregoing limitation of liability shall not apply to the payment of costs and damage awards referred to in the Paragraph entitled "Patent, Copyright, and Trade Secret Protection", to claims covered by other specific provisions calling for liquidated damages or specifying a different limit of liability, or to claims for injury to persons or damage to property caused by Vendor's negligence or willful or wanton conduct. This limitation of liability does not apply to the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on this Contract.

36) Vendor's Liability for Injury to Persons or Damage to Property:

- a) The Vendor shall be liable for damages arising out of personal injuries and/or damage to real or tangible personal property of the State, employees of the State, persons designated by the State for training, or person(s) other than agents or employees of the Vendor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Vendor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Vendor.
- b) The Vendor agrees to indemnify, defend and hold the Agency and the State and its Officers, employees, agents and assigns harmless from any liability relating to personal injury or injury to real or personal property of any kind, accruing or resulting to any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, whether tangible or intangible, arising out of the ordinary negligence, wilful or wanton negligence, or intentional acts of the Vendor, its officers, employees, agents, assigns or subcontractors, in the performance of this Contract.

c) Vendor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Vendor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Vendor's goods.

37) General Indemnity: The Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract. The foregoing indemnification and defense by the Vendor shall be conditioned upon the following:

- a) The Agency shall give Vendor written notice within thirty (30) days after it has actual knowledge of any such claim(s) or action(s) filed; and
- b) The Vendor shall have the sole control of the defense of any such claim(s) or action(s) filed and of all negotiations relating to settlement or compromise thereof, provided, however, that the Agency or State shall have the option to participate at their own expense in the defense of such claim(s) or action(s) filed.

38) Changes: This Contract and subsequent purchase order(s) is awarded subject to shipment of quantities, qualities, and prices indicated by the order or Contract, and all conditions and instructions of the Contract or proposal on which it is based. Any changes made to this Contract or purchase order proposed by the Vendor are hereby rejected unless accepted in writing by the Agency or State Award Authority. The State shall not be responsible for Deliverables or services delivered without a purchase order from the Agency or State Award Authority.

39) Stop Work Order: The State may issue a written Stop Work Order to Vendor for cause at any time requiring Vendor to suspend or stop all, or any part, of the performance due under this Contract for a period up to ninety (90) days after the Stop Work Order is delivered to the Vendor. The ninety (90)-day period may be extended for any further period for which the parties may agree.

- a) The Stop Work Order shall be specifically identified as such and shall indicate that it is issued under this term. Upon receipt of the Stop Work Order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the Stop Work Order during the period of work suspension or stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to Vendor, or within any extension of that period to which the parties agree, the State shall either:
 - i. Cancel the Stop Work Order, or
 - ii. Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Vendor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
 - i. period of The Stop Work Order results in an increase in the time required for, or in the Vendor's cost properly allocable to the performance of any part of this Contract, and
 - ii. The Vendor asserts its right to an equitable adjustment within thirty (30) days after the end of the work stoppage; provided that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for Convenience of the State, the State shall allow reasonable direct costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Vendor for loss of profits because of a Stop Work Order issued under this term.

40) Price Adjustments for Term Contracts: Reserved.

41) Time is of the Essence. Time is of the essence in the performance of this Contract.

42) Date and Time Warranty: The Vendor warrants that any Deliverable, whether hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interface therein which performs any date and/or time data recognition function, calculation, or sequencing, shall provide accurate date/time data and leap year calculations. This warranty shall survive termination or expiration of the Contract.

43) Transportation: Reserved

44) Independent Contractors: Vendor and its employees, officers and executives, and subcontractors, if any, shall be independent Vendors and not employees or agents of the State. This Contract shall not operate as a joint venture, partnership, trust, agency or any other business relationship.

45) Notices: Any notices required under this Contract should be delivered to the Contract Administrator for each party. Unless otherwise specified in the Solicitation Documents, any notices shall be delivered in writing by U.S. Mail, Commercial Courier or by hand.

46) Titles and Headings: Titles and Headings in this Contract are used for convenience only and do not define, limit or proscribe the language of terms identified by such Titles and Headings.

47) Amendment: This Contract may not be amended orally or by performance. Any amendment shall be made in written form and signed by duly authorized representatives of the State and Vendor in conformance with Paragraph 38) herein.

48) Taxes: The State of North Carolina is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on the Vendor or for any taxes levied on employee wages. Agencies of the State may have additional exemptions or exclusions for federal or state taxes. Evidence of such additional exemptions or exclusions may be provided to Vendor by Agencies, as applicable, during the term of this Contract. Applicable State or local sales taxes shall be invoiced as a separate item.

49) Governing Laws, Jurisdiction, and Venue:

a) This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this Contract or purchase order, its sites and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. Vendor agrees and submits, solely for matters relating to this Contract, to the jurisdiction of the courts of the State of North Carolina, and stipulates that Wake County shall be the proper venue for all matters.

b) Except to the extent the provisions of the Contract are clearly inconsistent therewith, the applicable provisions of the Uniform Commercial Code as modified and adopted in North Carolina shall govern this Contract. To the extent the Contract entails both the supply of "goods" and "services," such shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such services as "goods" would result in a clearly unreasonable interpretation.

50) Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

51) Compliance with Laws: The Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority. In providing Services and Deliverables, and without limiting or modifying in any respect the Vendor's obligations, Vendor shall comply, and shall cause each of its employees and subcontractors to comply at all times, with State policies that are of general application to State

contractors or that Vendor has otherwise agreed to comply with, including, without limitation, the Statewide Information Security Manual and ITS Security Standards and Policies.

52) Disclosure of Litigation –The Vendor’s failure to fully and timely comply with the terms of this section, including providing reasonable assurances satisfactory to the State, may constitute a material breach of this Contract.

- a) The Vendor shall notify the State in its bid proposal, if it, or any of its subcontractors, or their officers, directors, or key personnel who may provide services under any contract awarded pursuant to this solicitation, have ever been convicted of a felony, or any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception. Vendor shall promptly notify the State of any criminal litigation, investigations or proceeding involving Vendor or any subcontractor, or any of the foregoing entities’ then current officers or directors during the term of this Contract or any Scope Statement awarded to Vendor.
- b) Vendor shall notify the State in its bid proposal, and promptly thereafter as otherwise applicable, of any civil litigation, arbitration, proceeding, or judgments against it or its subcontractors during the three (3) years preceding its bid proposal, or which may occur during the term of any awarded to Vendor pursuant to this solicitation, that involve one (1) services or related goods similar to those provided pursuant to any contract and that involve a claim that may affect the viability or financial stability of the Vendor, or (2) a claim or written allegation of fraud by the Vendor or any subcontractor hereunder, arising out of their business activities, or (3) a claim or written allegation that the Vendor or any subcontractor hereunder violated any federal, state or local statute, regulation or ordinance. Multiple lawsuits and or judgments against the Vendor or subcontractor shall be disclosed to the State to the extent they affect the financial solvency and integrity of the Vendor or subcontractor.
- c) All notices under subsection A and B herein shall be provided in writing to the State within thirty (30) calendar days after the Vendor learns about any such criminal or civil matters; unless such matters are governed by the ITS General Terms and Conditions annexed to the solicitation. Details of settlements which are prevented from disclosure by the terms of the settlement shall be annotated as such. Vendor may rely on good faith certifications of its subcontractors addressing the foregoing, which certifications shall be available for inspection at the option of the State.

53) Criminal Conviction – In the event the Vendor, an officer of the Vendor, or an owner of a 25% or greater share of the Vendor, is convicted of a criminal offense incident to the application for or performance of a State, public or private contractor subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of North Carolina employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Vendor’s business integrity and such Vendor shall be prohibited from entering into a contract for goods or services with any department, institution or agency of the State.

54) Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect. All promises, requirement, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.

55) Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n), and any amendments thereto.

56) Electronic Procurement (Applies to all contracts that include E-Procurement and are identified as such in the body of the solicitation document): Purchasing shall be conducted through the Statewide E-

Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

- a) **The successful Vendor(s) shall pay a transaction fee of 1.75% (.0175) on the total dollar amount (excluding sales taxes) of each purchase order for goods issued through the Statewide E-Procurement Service.** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall neither be charged to nor paid by the State, or by any State approved users of the contract. The transaction fee shall not be stated or included as a separate item in the proposed contract or invoice. There are no additional fees or charges to the Vendor for the services rendered by the Supplier Manager under this contract. Vendor shall receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the contract.
- b) Vendor, or its authorized Reseller, as applicable, shall be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, Vendor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the governmental purchasing entity has not been received by the Vendor. If payment of the transaction fee invoice is not received by the State within this payment period, it shall be considered a material breach of contract. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.
- c) The Supplier Manager shall capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager shall send those orders to the appropriate Vendor on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.
- d) Vendor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges for such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Vendor shall cooperate with the state and the Supplier Manager to mitigate and correct any security breach.

57) Electronic Procurement (Applies only to Statewide Term Contracts): Reserved

North Carolina Office of Information Technology Supplemental Terms and Conditions for Software and Services

1) Supplement: The additional terms and conditions set forth herein shall supplement the North Carolina Information Technology Procurement Office Terms and Conditions. In the event of a conflict between this Supplement and the General Terms and Conditions, or any other document, the order of precedence shall be determined by the State's solicitation document(s).

2) License Grant: This paragraph recites the scope of license granted, if not superseded or modified by a separate licensing agreement or other specific provisions of this solicitation document, as follows:

a) Vendor grants to the State, its Agencies and lawful customers a non-exclusive, non-transferable and non-sublicensable license to use, in object code format, Vendor's software identified in the solicitation documents, Vendor's Statement of Work (SOW), or an Exhibit thereto executed by the parties ("Software"), subject to the restrictions set forth therein, such as the authorized computer system, the data source type(s), the number of target instance(s) and the installation site. Use of the Software shall be limited to the data processing and computing needs of the State, its Agencies and lawful customers. This license shall be perpetual, unless terminated as provided herein. The State agrees not to distribute, sell, sublicense or otherwise transfer copies of the Software or any portion thereof. For purposes of this Agreement, a State Entity shall be defined as any department or agency of the State of North Carolina, which is controlled by or under common control of the State or who is a lawful customer of the State pursuant to Article 3D of Chapter 147 of the General Statutes.

b) Vendor shall provide all encryption or identification codes or authorizations that are necessary or proper for the operation of the licensed Software.

c) The State shall have the right to copy the Software, in whole or in part, for use in conducting benchmark or acceptance tests, for business recovery and disaster recovery testing or operations, for archival or emergency purposes, for back up purposes, for use in preparing derivative works if allowed by the solicitation documents or statements of work, or to replace a worn copy.

d) The State may modify non-personal Software in machine-readable form for its internal use in merging the same with other software program material. Any action hereunder shall be subject to uses described in this paragraph, the restrictions imposed by Paragraph 3, and applicable terms in the solicitation documents or statements of work.

3) Restrictions. State's use of the Software is restricted as follows:

a) The license granted herein is granted to the State and to any political subdivision or other entity permitted or authorized to procure Information Technology through the Office of Information Technology. If the License Grant and License Fees are based upon the number of Users, the number of Users may be increased at any time, subject to the restrictions on the maximum number of Users specified in the solicitation documents.

b) No right is granted hereunder to use the Software to perform services for commercial third parties (so-called "service bureau" uses). Services provided to other State Departments, Agencies or political subdivisions of the State is permitted.

c) The State may not copy, distribute, reproduce, use, lease, rent or allow access to the Software except as explicitly permitted under this Agreement, and State shall not modify, adapt, translate, prepare derivative works (unless allowed by the solicitation documents or statements of work,) decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Software or any internal data files generated by the Software.

d) State shall not remove, obscure or alter Vendor's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within the Software.

4) Vendor's Retained Rights: Subject only to the rights granted to State hereunder, Vendor retains all right, title and interest in and to the Software and all copies of the Software, including without limitation all modifications, enhancements, upgrades and new versions with respect to any of the foregoing, all patent rights, copyrights and trade secret rights embodying any of the foregoing, and all know-how, concepts, inventions and ideas related to the foregoing. State shall provide Vendor with access to State's facilities, at reasonable times and upon reasonable notice, to verify State's compliance with the terms of this Agreement.

5) Support or Maintenance Services: This paragraph recites the minimum scope of maintenance services due under the license granted, if not superseded by a separate licensing and maintenance agreement or as

may be stated in the solicitation documents. Subject to payment of a Support Service or Maintenance Fee stated in the solicitation documents for the first year and all subsequent years, if requested by the State, Vendor agrees to provide the following support services ("Support Services") for the current version and one previous version of the Software commencing upon delivery of the Software:

a) Error Correction: If the error conditions reported by the State pursuant to the General Terms and Conditions are not corrected in a timely manner, the State may request a replacement copy of the licensed Software from Vendor. In such event, Vendor shall then deliver a replacement copy, together with corrections and updates, of the licensed Software within twenty-four (24) hours of the State's request at no added expense to the State.

b) Other Agreement: This Paragraph 6 may be superseded by agreement provided that: Support and maintenance services shall be fully described in a separate agreement annexed hereto and incorporated herein

c) Temporary Extension of License: If any licensed Software or CPU/computing system on which the Software is installed fails to operate or malfunctions, the term of the license granted shall be temporarily extended to another CPU selected by the State and continue until the earlier of:

- i) Return of the inoperative CPU to full operation, or
- ii) Termination of the license.

d) Encryption Code: Vendor shall provide any temporary encryption code or authorization necessary or proper for operation of the licensed Software under the foregoing temporary license. The State shall provide notice by expedient means, whether by telephone, e-mail or facsimile of any failure under this paragraph. On receipt of such notice, Vendor shall issue any temporary encryption code or authorization to the State within twenty-four (24) hours; unless otherwise agreed.

e) Updates. Vendor shall provide to the State, at no additional charge, all new releases and bug fixes (collectively referred to as "Updates") for any Software Deliverable developed or published by Vendor and made generally available to its other customers at no additional charge. All such Updates shall be a part of the Program and Documentation and, as such, be governed by the provisions of this Contract.

f) Telephone Assistance. Vendor shall provide the State with telephone access to technical support engineers for assistance in the proper installation and use of the Software, and to report and resolve Software problems, during normal business hours, 8:00 AM - 5:00 PM Eastern Time, Monday-Friday. Vendor shall respond to the telephone requests for Program maintenance service, within four (4) hours, for calls made at any time

6) Termination of Support or Maintenance: If the State fails to pay Support or Maintenance Services for the Software or choose not to pay for Support or Maintenance Services, the State may continue to use the Software pursuant to the license granted hereunder, but shall not be entitled to receive routine Support Services for such Software. If the State does not subscribe or purchase Support or Maintenance Services effective with the date of this Contract, Support or Maintenance Services may be subsequently subscribed or purchased at any time during the term of this Contract by payment of Support Service or Maintenance Fees at Vendor's then current prices. During the term of this Agreement, the State may also purchase implementation services, consulting and training from Vendor at Vendor's then current prices.

7) Program Retirement: Vendor retains the right to retire a version of the Program and stop providing Maintenance, Updates or Services, upon providing one hundred eighty (180) day written notice to the State of its intent to do so. The decision to stop maintaining a version of the Program is the sole business discretion of Vendor and shall not be deemed a breach of contract. If Vendor retires the version of the Program provided to the State and if the State has paid all applicable annual Maintenance Fees subsequent to executing this Agreement, the State shall be entitled to receive, at no additional charge, a newer version of the Program that supports substantially the same functionality as the licensed version of the Program. Newer versions of the Program containing substantially increased functionality shall be made available to the State for an additional fee.

8) Services Provided by Vendor: Vendor shall provide the State with implementation services as specified in a Statement of Work ("SOW") executed by the parties. This Agreement in combination with each SOW individually comprises a separate and independent contractual obligation from any other SOW. A breach by Vendor under one SOW shall not be considered a breach under any other SOW. The services intended hereunder are related to the State's implementation and/or use of one or more Software Deliverables licensed

hereunder or in a separate software license agreement between the parties ("License Agreement").

9) Acceptance: Acceptance testing is required for all Vendor supplied software unless provided otherwise in the solicitation documents or a Statement of Work. The State may define such processes and procedures as may be necessary or proper, in its opinion and discretion, to ensure compliance with the State's specifications and Vendor's technical representations. Acceptance of software or services may be controlled by amendment hereto, or additional terms as agreed by the parties. In the event acceptance of software or services is not described in additional contract documents, the State shall have the obligation to notify Vendor, in writing and within a reasonable time following installation of any software deliverable described in the contract if it is not acceptable. The notice shall specify in reasonable detail the reason(s) a deliverable is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of software.

10) Warranty Terms: Notwithstanding anything in this Contract or Exhibit hereto to the contrary, Vendor shall assign warranties for any Deliverable supplied by a third party to the State.

a) Vendor warrants that any Software or Deliverable shall operate substantially in conformity with prevailing specifications as defined by the current standard documentation (except for minor defects or errors which are not material to the State) for a period of ninety (90) days from the date of acceptance ("Warranty Period"), unless otherwise specified in the Solicitation Documents. If the Software does not perform in accordance with such specifications during the Warranty Period, Vendor shall use reasonable efforts to correct any deficiencies in the Software so that it shall perform in accordance with or substantially in accordance with such specifications.

b) Vendor warrants to the best of its knowledge that:

i) The licensed Software and associated materials do not infringe any intellectual property rights of any third party;

ii) There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;

iii) The licensed Software and associated materials do not contain any surreptitious programming codes, viruses, Trojan Horses, "back doors" or other means to facilitate or allow unauthorized access to the State's information systems.

iv.) The licensed Software and associated materials do not contain any timer, counter, lock or similar device (other than security features specifically approved by Customer in the Specifications) that inhibits or in any way limits the Software's ability to operate.

c) UNLESS MODIFIED BY AMENDMENT OR THE SOLICITATION DOCUMENTS, THE WARRANTIES IN THIS PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OR WHETHER ARISING BY COURSE OF DEALING OR PERFORMANCE, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER REPRESENTATIONS OR WARRANTIES HAVE FORMED THE BASIS OF THE BARGAIN HEREUNDER.

11) Confidentiality: Vendor shall employ security measures and standards, including encryption technologies, as may be necessary or proper, and as mutually agreed by the State and Vendor during performance of this Agreement. Vendor and its agents, if any, shall not have access to any information except as required to perform Vendor's obligations under this Contract.

12) State Property and Intangibles Rights: The parties acknowledge and agree that the State shall own all right, title and interest in and to the copyright in any and all software, technical information, specifications, drawings, records, documentation, data and other work products first originated and prepared by the Vendor for delivery to the State (the "Custom Deliverables"). To the extent that any Vendor Technology is contained in any of the Deliverables, the Vendor hereby grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Vendor Technology in connection with the Deliverables for the State's internal business purposes. Vendor shall not acquire any right, title and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to Vendor. The State hereby grants Vendor a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to non-confidential Deliverables first originated and prepared by the Vendor for delivery to the State.

13) License Rights: All licenses granted to either party include the right to make, have made, use, have used,

import, offer to sell, sell, lease or otherwise transfer any apparatus, or practice and have practiced any method and shall include the right to grant, directly or indirectly, revocable or irrevocable sublicenses to affiliates of such party; and nothing contained in this contract shall be deemed to grant any license under any other patents or patent applications arising out of any other inventions of either party.

14) Default: If the prescribed acceptance testing stated in this document is not completed successfully, the State may request substitute Software, cancel the portion of the Contract that relates to the unaccepted Software, or continue the acceptance testing with or without the assistance of Vendor. These options shall remain in effect until such time as the testing is successful or the expiration of any time specified for completion of the testing. If the testing is not completed after exercise of any of the State's options, the State may cancel any portion of the contract related to the failed Software and take action to procure substitute software. If the failed software (or the substituted software) is an integral and critical part of the proper completion of the work for which the Deliverables identified in the solicitation documents or statement of work were acquired, the State may terminate the entire contract pursuant to the Default terms in the General Terms and Conditions.

15) Limitation of Liability for Software Deliverables:

a) Where equipment is under the State's exclusive management and control, Vendor shall not be liable for any damages caused by the State's failure to fulfill any State responsibilities including, without limitation, those relating to assuring the proper use, management and supervision of the equipment and programs, audit controls, operating methods, office procedures or for establishing all property checkpoints necessary for the State's intended use of the machines.

b) The Vendor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall not exceed two times the value of the contract, but in no event shall the liability for damages be less than the total value of the contract.

c) WITH THE EXCEPTIONS OF INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT ACTIONS, THE STATE'S CONSTITUTIONAL RIGHTS AS A SOVEREIGN, AND PENALTIES IMPOSED UPON THE STATE BY ANY FEDERAL ENTITY OR EXPENDITURES OF PUBLIC FUNDS REQUIRED OR RESULTING FROM AN OPERATIONAL FAILURE OF THE DELIVERABLE(S) OR SERVICES PROVIDED HEREUNDER, BUT NOTWITHSTANDING ANY OTHER TERM TO THE CONTRARY CONTAINED IN THIS CONTRACT, NEITHER PARTY NOR THEIR RESPECTIVE AFFILIATES SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES (I) FOR ANY CLAIM BASED UPON ANY THIRD PARTY CLAIM, (II) FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS OR OTHER ECONOMIC CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM DELAYS, LOSS OF DATA, INTERRUPTION OF SERVICE OR OTHERWISE, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (III) FOR ANY PUNITIVE OR EXEMPLARY DAMAGES OF ANY NATURE WHATSOEVER.

16) Vendor Obligations: In the event the State does not perform the State Obligations in a timely manner; Vendor may revise the applicable SOW and/or amount it is charging for Services, and present it as a Change pursuant to Paragraph 38 of the General Terms and Conditions for Goods and Related Services, or terminate this Agreement, at Vendor's option. For each SOW, Vendor shall designate one (1) Vendor point of contact who shall be responsible for responding to the State's questions and issues relating to the Services. The State understands and agrees that Vendor may subcontract with third parties to perform all or part of the Services in conformance with Paragraph 5) of the General Terms and Conditions for Goods and Related Services.

17) Qualified Personnel: Each party shall provide sufficient, qualified, knowledgeable personnel capable of: (i) performing obligations set forth in this Agreement and each SOW; (ii) making timely decisions necessary to move the Services forward; (iii) participating in the project and assisting Vendor in rendering the Services; and (iv) facilitating development, testing and implementation of Vendor software, if applicable. Vendor warrants that qualified personnel shall perform the services in a professional manner. As used in this Paragraph, "professional manner" means that the personnel performing the services shall be of a skill and competence consistent with prevailing norms of company providers in the information technology industry.

18) Vendor shall not be responsible for any alleged breach of the foregoing Paragraph 14) that is attributable to (i) misuse or modification of Vendor's Software by or on behalf of the State, (ii) the State's failure to use corrections or enhancements made available by Vendor, (iii) the quality or integrity of data from other automated or manual systems with which the Vendor's Software interfaces, (iv) errors in or changes to third

party software or hardware implemented by the State or a third party (including the Vendors of such software or hardware) that is not a subcontractor of Vendor or that is not supported by the Deliverables, or (vi) the operation or use of the Vendor's Software not in accordance with the operating procedures developed for the Vendor's Software or otherwise in a manner not contemplated by this Agreement.

19) Transportation: Transportation of software shall be FOB Destination unless delivered by internet or file transfer as agreed by the State, or otherwise specified in the solicitation document or purchase order.

Section VIII. Attachments

ATTACHMENT A. CERTIFICATION OF COMPLIANCE WITH EXECUTIVE ORDER # 24

This section addresses the Vendor's certification of compliance with Executive Order # 24.

Attachment A – Certification of Compliance With Executive Order # 24

The undersigned certifies, to the best of his or her knowledge and belief, that:

By Executive Order 24, issued by Governor Perdue, and N.C.G.S. § 133-32, it is unlawful for any Vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or Vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those Vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, Vendors and contractors are encouraged to review Executive Order 24 and G.S. § 133-32.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this Attachment and submitting a bid in response to the accompanying solicitation, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:	E-MAIL:
AUTHORIZED SIGNATURE:	DATE:

ATTACHMENT B. DATA REQUIREMENTS

CAPTURES Repository Data Elements

North Carolina PLUS (NC PLUS) includes these elements:

- ✓ 1. North Carolina Incident Based Reporting Level III (NC IBR3) & **National Incident Based Reporting System (NIBRS)**
 - NC IBR3 standard has been developed to allow collection of NC state crime data which is compliant with the **National Incident Based Reporting System (NIBRS)**.
 - NC IBR3 standard contains additional data elements and data element codes that are not collected for **NIBRS**.
 - NC IBR3 elements are used in NC UCR reporting.
 - **NIBRS** elements are used in Federal UCR reporting.
- ✓ 2. North Carolina Incident Based Optional Investigative Crime Data – Offender (T01) and Arrestee (T02)
 - Record layouts developed as part of the NC IBR3 – but never collected
- ✓ 3. North Carolina Law Enforcement Officer Killed & Assaulted (LEOKA) (A5 LEOKA Report)
 - NC IBR3/**NIBRS** collect three LEOKA elements.
 - LEOKA contains additional data elements extended beyond NC IBR3/**NIBRS**.
 - Business Rule – If NC IBR3 Victim Type = 'L' (Law Enforcement Officer), this creates a LEOKA record. This element is **NIBRS Type of Victim (#25)**.
- ✓ 4. North Carolina Hate Crime (A8 Hate Crime Incident Report)
 - NC IBR3/**NIBRS** collect one **Hate Crime** element.
 - **Hate Crime** contains additional data elements extended beyond NC IBR3/**NIBRS**.
 - Business Rule – If NC IBR3 Bias Motivation is NOT '88' (None – no bias), this creates a Hate Crime record. This element is **NIBRS Bias Motivation (#8A)**.
- ✓ 5. North Carolina Domestic Violence (Domestic Violence Related Homicide Report)
 - NC IBR3 collects **one Domestic Violence** element.
 - Domestic Violence contains additional data elements extended beyond **NIBRS**.
 - Business Rule – If NC IBR3 Domestic Incident = 'Y' (Yes) this creates a Domestic Violence record. This element is not part of **NIBRS**.
- ✓ 6. North Carolina Incident/Investigation (DCI 600F Incident/Investigation Report)
 - DCI 600F is a hardcopy form report. A lot of the information on this report is built into some of the Record Management Systems used by the Local Law Enforcement Agencies in North Carolina.
- ✓ 7. North Carolina Uniform Crime Reporting Maintenance tables
 - These are maintenance tables part of the NC Uniform Crime Reporting system
- ✓ 8. North Carolina Additional Data
 - These elements are not currently defined but are wanted in the CAPTURES central repository
- ✓ 9. North Carolina Traffic Stops Data
 - Traffic Stop data is currently captured and stored on its own website and database. Solution will not impact the current Traffic Stop web capture, nor database. Solution will import data from Traffic Stop database into central repository.
- ✓ 10. North Carolina Law Enforcement Agency Information
 - Agency Information & Program Contacts

- ❖ The NC Plus elements will need to be completely defined for field level type, length, format, edits, valid values, as well as cross-field edits and business rules in the design phase of CAPTURES.
- ❖ For further information on the North Carolina Incident Based Reporting Level III (NC IBR3) standards and how to obtain access to the documentation for these standards, utilize the point of contact listed on page 1 for all inquiries in reference to this RFP. A written request for access to the documentation will need to be submitted by the Vendor. Once a written request is received, access information will be provided verbally to the Vendor.
- ❖ For more information on **National Incident Based Reporting System (NIBRS)** visit these websites:
- ❖ **NIBRS** Concepts link http://www.icpsr.umich.edu/NACJD/NIBRS/concepts.html#Offenses_Covered_by_NIBRS
- ❖ **NIBRS** Manual link <http://www.fbi.gov/ucr/nibrs/manuals/v1all.pdf>

✓ 1. North Carolina Incident Based Reporting III (NC IBR3) & National Incident Based Reporting System (NIBRS)

Source Element (Administrative NC IBR3 elements) (Administrative NIBRS elements)	Type/Length	Formats & Edits	Notes
NC IBR3-ORI	a/n(9)	NCnnnnnnnn EX: NC0920100	This element is compliant to NIBRS (#1). This element maps to N-DEx (#1). This element is part of Primary Key.
NIBRS -ORI (#1)	a/n(9)	NCnnnnnnnn EX: NC0920100	N-DEx (#1) maps to this NIBRS element. This element is part of Primary Key.
NC IBR3-OCA	a/n(12)		This element maps to NIBRS (#2). This element maps to N-DEx (#2). This element is part of Primary Key.
NIBRS-Incident Number (#2)	a/n(12)		N-DEx (#2) maps to this NIBRS element. This element is part of Primary Key.
NC IBR3-Incident Date NC IBR3-Report Date Indicator	date/time(12) char(1)	MMDDYYYYHHMM 'R'	This element maps to NIBRS (#3). This element maps to N-DEx (#4) when there is an 'R' value in Report Date Indicator. This element maps to N-DEx (#5 & #6) when there is NOT 'R' value in Report Date Indicator.
NIBRS-Incident Date/Hour (#3)	date/hour(10) char(1)	MMDDYYYYHH or MMDDYYYYRbb (b is blank)	N-DEx (#4) maps to this NIBRS element when there is an 'R' value plus date w/in NIBRS #3. (If the incident date is unknown, the report date plus the character 'R' is valued in this element.) N-DEx (#5 & #6) map to this NIBRS element when there is NOT 'R' value w/in NIBRS #3.
NC IBR3-Incident Disposition	num(2)		This element maps to NIBRS (#4). This element maps to N-DEx (#14).
NIBRS -Cleared Exceptionally (#4)	char(1)		N-DEx (#14) maps to this NIBRS element.

NC IBR3-Incident Clearance Date	date(8)		This element maps to NIBRS (#5) . This element maps to N-DEx (#15).
NIBRS -Exceptional Clearance Date (#5)	date(8)		N-DEx (#15) maps to this NIBRS element.
NC IBR3-Incident Status	num(1)		This element maps to N-DEx (#9).
			If NC IBR3 Domestic Incident = 'Y' (Yes) this creates a Domestic Violence record. (Domestic Violence record is a completely newly defined record. Currently only in paper form).
NC IBR3-Domestic Incident	char(1)		This element is not mapped to NIBRS . This element maps to N-DEx (#11).
NC IBR3-County Code	num(3)	<i>(new element)</i>	?This element maps to N-DEx (#21)? This new element replaces Incident Tract.
NC IBR3-Incident Latitude	decimal(18,9)	Null <i>(newly split)</i>	This element maps to N-DEx (#265).
NC IBR3-Incident Longitude	decimal(18,9)	Null <i>(newly split)</i>	This element maps to N-DEx (#266).

Source Element (Offense NC IBR3 elements) (Offense NIBRS elements)	Type/Length	Formats & Edits	Notes
NC IBR3-Offense Code	a/n(3)		This element maps to NIBRS (#6). This element maps to N-DEx (#24).
NIBRS-UCR Offense Code (#6)	a/n(3)		N-DEx (#24) maps to this NIBRS element.
NC IBR3-Offense Attempted/Completed	char(1)		This element maps to NIBRS (#7). This element maps to N-DEx (#25).
NIBRS-Offense Attempted/Completed (#7)	char(1)		N-DEx (#25) maps to this NIBRS element.
NC IBR3- Offender Suspected of Using	char(1)		This element maps to NIBRS (#8). This element maps to N-DEx (#26).
NIBRS-Offender(s) Suspected of Using (#8)	char(1)		N-DEx (#26) maps to this NIBRS element.
NC IBR3-Bias Motivation	num(2)		If NC IBR3 Bias Motivation is valued, this creates a Hate Crime record. (Currently only this element is part of the NC IBR3 and NIBRS records; the remaining fields are in paper form). This element maps to NIBRS (#8A). This element maps to N-DEx (#27).
NIBRS-Bias Motivation (#8A)	num(2)		If NC IBR3 Bias Motivation is valued, this creates a Hate Crime record. (Currently only this element is part of the NC IBR3 and NIBRS records; the remaining fields are in paper form). N-DEx (#27) maps to this NIBRS element.
NC IBR3-Location Type	num(2)		This element maps to NIBRS (#9). This element maps to N-DEx (#34).
NIBRS-Location Type (#9)	num(2)		N-DEx (#34) maps to this NIBRS element.
NC IBR3-Number of Premises Entered	num(2)		This element maps to NIBRS (#10). This element maps to N-DEx (#28).
NIBRS-Number of Premises Entered (#10)	num(2)		N-DEx (#28) maps to this NIBRS element.

NC IBR3-Method of Entry	char(1)		This element maps to NIBRS (#11). This element maps to N-DEx (#29).
NIBRS-Method of Entry (#11)	char(1)		N-DEx (#29) maps to this NIBRS element.
NC IBR3-Type of Criminal Activity	char(1)		This element maps to NIBRS (#12). This element maps to N-DEx (#35).
NIBRS-Type of Criminal Activity/Gang Information (#12)	char(1)		N-DEx (#35) maps to this NIBRS element.
NC IBR3-Type of Weapon /Force Involved NC IBR3-Automatic Firearm Indicator	num(2) char(1)		This element maps to NIBRS (#13). This element maps to N-DEx (#36 & #91). There will be an 'A' or 'S' value w/in Automatic Firearm Indicator if weapon is an automatic or semi-automatic firearm.
			N-DEx (#36 & #91) maps to this NIBRS element.
NIBRS-Type Weapon/Force Involved (#13)	a/n(3)		There will be an 'A' or 'S' value w/in #13 if weapon is an automatic or semi-automatic firearm.
NC IBR3-Rape Place of Encounter	char(2)		

Source Element (Property NC IBR3 elements) (Property NIBRS elements)	Type/Length	Formats & Edits	Notes
NC IBR3-Type Property Loss/Etc.	num(1)		This element maps to NIBRS (#14) . This element maps to N-DEx (#40,67,78,104,133).
NIBRS-Type Property Loss/Etc. (#14)	num(1)		N-DEx (#40, 67, 78, 104, 133) maps to this NIBRS element.
NC IBR3-Property Description	num(2)		This element maps to NIBRS (#15) . This element maps to N-DEx (#41,68,79,105,134).
NIBRS-Property Description (#15)	num(2)		N-DEx (#41,68,79,105,134) maps to this NIBRS element.
NC IBR3-Property Value	num(9)		This element maps to NIBRS (#16) . This element maps to N-DEx (#42,69,80,106,135).
NIBRS-Value of Property (#16)	num(9)		N-DEx (#42,69,80,106,135) maps to this NIBRS element.
NC IBR3-Date Recovered	date(8)		This element maps to NIBRS (#17) . This element maps to N-DEx (#44,72,83,109,138).
NIBRS-Date Recovered (#17)	date(8)		N-DEx (#44,72,83,109,138) maps to this NIBRS element.
NC IBR3-Number of Stolen Motor Vehicles	num(2)		This element maps to NIBRS (#18) . This element maps to N-DEx (#22).
NIBRS-Number of Stolen Motor Vehicles (#18)	num(2)		N-DEx (#22) maps to this element.
NC IBR3-Number of Recovered Motor Vehicles	num(2)		This element maps to NIBRS (#19) . This element maps to N-DEx (#23).
NIBRS-Number of Recovered Motor Vehicles (#19)	num(2)		N-DEx (#23) maps to this element.
NC IBR3-Suspected Drug Type	char(1)		This element maps to NIBRS (#20) . This element maps to N-DEx (#49).
NIBRS-Suspected Drug Type (#20)	char(1)		N-DEx (#49) maps to this element.
NC IBR3-Estimated Drug Quantity	num(13)		This element maps to NIBRS (#21) . This element maps to N-DEx (#50).
NIBRS-Estimated Drug Quantity (#21)	num(12)		N-DEx (#50) maps to this element.

NC IBR3-Unit of Measure	char(2)		This element maps to NIBRS (#22) . This element maps to N-DEx (#51).
NIBRS-Type Drug Measurement (#22)	char(2)		N-DEx (#51) maps to this element.

Source Element (Victim Property NC IBR3 elements) (Victim NIBRS elements)	Type/Length	Formats & Edits	Notes
NC IBR3-Victim Sequence Number	num(3)		This element maps to NIBRS (#23) . This element maps to N-DEx #? Victim Sequence Number.
NIBRS-Victim (Sequence) Number (#23)	num(3)		N-DEx #? Victim Sequence Number maps to this element.
NC IBR3-Victim Connected to UCR Offense Code(s)	char(3)		This element maps to NIBRS (#24) . This element maps to N-DEx (#157).
NIBRS-Victim Connected to UCR Offense Code(s) (#24)	char(3)		N-DEx (#157) maps to this element.
NC IBR3- Victim Type	char(1)		If Victim Type = 'L' (Law Enforcement Officer), this creates a LEOKA record. This element maps to NIBRS (#25) . This element maps to N-DEx (#147).
NIBRS-Type of Victim (#25)	char(1)		If Victim Type = 'L' (Law Enforcement Officer), this creates a LEOKA record. N-DEx (#147) maps to this element.
NC IBR3-Law Enforcement Officer Activity	char(2)		If Victim Type = 'L' (Law Enforcement Officer), this creates a LEOKA record. (Currently, this element is part of the NC IBR3 and NIBRS records; most of the remaining fields are in paper form). This element maps to NIBRS (#25A) . This element maps to N-DEx (#151).
NIBRS-Type of Activity (Officer)/Circumstance (#25A)	char(2)		If Victim Type = 'L' (Law Enforcement Officer), this creates a LEOKA record. (Currently, this element is part of the NC IBR3 and NIBRS records; most of the remaining fields are in paper form). N-DEx (#151) maps to this element.

	char(2)		If Victim Type = 'L' (Law Enforcement Officer), this creates a LEOKA record. (Currently this element is part of the NC IBR3 and NIBRS records; most of the remaining fields are in paper form). This element maps to NIBRS (#25B). This element maps to N-DEx (#152).
	char(2)		If Victim Type = 'L' (Law Enforcement Officer), this creates a LEOKA record. (Currently this element is part of the NC IBR3 and NIBRS records; most of the remaining fields are in paper form). N-DEx (#152) maps to this element.
	a/n(9)	NCnnnnnnnn EX: NC0920100	If NC IBR3 Victim Type = 'L' (Law Enforcement Officer), this creates a LEOKA record. (Currently this element is part of the NIBRS record; most of the remaining fields are in paper form). This element is an extended NIBRS element outside of NC IBR3. N-DEx (#153) maps to this element.
	char(2)		This element maps to NIBRS (#26). This element maps to N-DEx (#149).
	char(2)		N-DEx (#149) maps to this element.
	char(1)		This element maps to NIBRS (#27). This element maps to N-DEx (#149).
	char(1)		N-DEx (#149) maps to this element.
	char(1)		This element maps to NIBRS (#28). This element maps to N-DEx (#149).
	char(1)		N-DEx (#149) maps to this element.
	char(1)		This element maps to NIBRS (#29). This element maps to N-DEx (#149).
	char(1)		N-DEx (#149) maps to this element.
	char(1)		This element maps to NIBRS (#30). This element maps to N-DEx (#210).
	char(1)		N-DEx (#210) maps to this element.

NC IBR3-Circumstances	char(2)		This element maps to NIBRS (#31) . This element maps to N-DEx (#154).
NIBRS-Aggravated Assault/Homicide Circumstances (#31)	char(2)		N-DEx (#154) maps to this element.
NC IBR3- Justifiable Homicide Circumstances	char(1)		This element maps to NIBRS (#32) . This element maps to N-DEx (#155).
NIBRS-Additional Justifiable Homicide Circumstances (#32)	char(1)		N-DEx (#155) maps to this element.
NC IBR3-Victim Injury Type	char(1)		This element maps to NIBRS (#33) . This element maps to N-DEx (#156).
NIBRS-Type Injury (#33)	char(1)		N-DEx (#156) maps to this element.
NC IBR3-Offender Number(s) to be Related	num(2)		This element maps to NIBRS (#34) . This element maps to N-DEx #? Subject Victim Association
NIBRS-Offender Number(s) to be Related (#34)	num(2)		N-DEx #? Subject Victim Association maps to this element.
NC IBR3-Victim Relationship to Offender	char(2)		This element maps to NIBRS (#35) . This element maps to N-DEx #? Subject Victim Association: Victim to Subject Relationship Code.
NIBRS-Relationship(s) of Victim to Offender(s) (#35)	char(2)		N-DEx #? Subject Victim Association: Victim to Subject Relationship Code maps to this element.

Source Element (Offender NC IBR3 elements) (Offender NIBRS elements)	Type/Length	Formats & Edits	Notes
NC IBR3-Offender Sequence Number	num(2)		This element maps to NIBRS (#36). This element maps to N-DEx #? Subject Sequence Number.
NIBRS-Offender (Sequence) Number (#36)	num(2)		N-DEx #? Subject Sequence Number maps to this element.
NC IBR3-Offender Age	num(2)		This element maps to NIBRS (#37). This element maps to N-DEx (#158).
NIBRS-Age (of Offender) (#37)	num(4)		N-DEx (#158) maps to this element.
NC IBR3-Offender Sex	char(1)		This element maps to NIBRS (#38). This element maps to N-DEx (#158).
NIBRS-Sex (of Offender) (#38)	char(1)		N-DEx (#158) maps to this element.
NC IBR3-Offender Race	char(1)		This element maps to NIBRS (#39). This element maps to N-DEx (#158).
NIBRS Race (of Offender) (#39)	char(1)		N-DEx (#158) maps to this element.
NC IBR3-Offender Ethnicity	char(1)		?This element maps to N-DEx #196 Person Ethnicity Code?

Source Element (Arrestee NC IBR3 elements) (Arrestee NIBRS elements)	Type/Length	Formats & Edits	Notes
NC IBR3-Arrestee Sequence Number	num(2)		This element maps to NIBRS (#40). This element maps to N-DEx #? Arrestee Sequence Number.
NIBRS-Arrestee (Sequence) Number (#40)	num(2)		N-DEx #? Arrestee Sequence Number maps to this element.
NC IBR3-Arrest Transaction Number	a/n(12)		This element maps to NIBRS (#41). This element maps to N-DEx (#173).
NIBRS-Arrest (Transaction) Number (#41)	a/n(12)		N-DEx (#173) maps to this element.
NC IBR3-Arrest Date and Time	date/time(12)		This element maps to NIBRS (#42). This element maps to N-DEx (#174).
NIBRS-Arrest Date (#42)	date (8)		N-DEx (#174) maps to this element.
NC IBR3-Type of Arrest	num(1)		This element maps to NIBRS (#43). This element maps to N-DEx (#175).
NIBRS-Type of Arrest (#43)	num(1)		N-DEx (#175) maps to this element.
NC IBR3-Multiple Arrest Indicator	char(1)		This element maps to NIBRS (#44). This element maps to N-DEx (#176).
NIBRS-Multiple Arrestee Segments Indicator (#44)	char(1)		N-DEx (#176) maps to this element.
NC IBR3-Arrest Offense Code	a/n(3)		This element maps to NIBRS (#45). This element maps to N-DEx (#179).
NIBRS-UCR Arrest Offense Code (#45)	a/n(3)		N-DEx (#179) maps to this element.
NC IBR3-Weapon NC IBR3-Automatic Firearm Indicator	num(2) char(1)		This element maps to NIBRS (#46). This element maps to N-DEx (#88, #91, #178)
NIBRS-Arrestee Was Armed With (#46)	a/n(3)		N-DEx (#88, #178 & #91) maps to this element.

NC IBR3-Arrestee Age	num(2)		This element maps to NIBRS (#47). This element maps to N-DEx (#172).
NIBRS-Age (of Arrestee) (#47)	num(2)		N-DEx (#172) maps to this element.
NC IBR3-Arrestee Sex	char(1)		This element maps to NIBRS (#48). This element maps to N-DEx (#172).
NIBRS-Sex (of Arrestee) (#48)	char(1)		N-DEx (#172) maps to this element.
NC IBR3-Arrestee Race	char(1)		This element maps to NIBRS (#49). This element maps to N-DEx (#172).
NIBRS-Race (of Arrestee) (#49)	char(1)		N-DEx (#172) maps to this element.
NC IBR3-Arrestee Ethnicity	char(1)		This element maps to NIBRS (#50). This element maps to N-DEx (#172).
NIBRS Ethnicity (of Arrestee) (#50)	char(1)		N-DEx (#172) maps to this element.
NC IBR3-Arrestee Resident Status	char(1)		This element maps to NIBRS (#51). This element maps to N-DEx (#210).
NIBRS-Resident Status (of Arrestee) (#51)	char(1)		N-DEx (#210) maps to this element.
NC IBR3-Juvenile Disposition	num(1)		This element maps to NIBRS (#52). This element maps to N-DEx (#177).
NIBRS-Disposition of Arrestee Under 18 (#52)	num(1)		N-DEx (#177) maps to this element.
NC IBR3-Fingerprint Card Check Digit (CKN)	a/n(8)		
NC IBR3-Arrest Tract	a/n(4)		
NC IBR3-Arrest Charge Type	char(1)		
NC IBR3-Arrest Charge Count	num(2)		
NC IBR3-Jurisdiction Indicator	a/n(1)		
NC IBR3-SRO Arrest	char(1)		

✓ 2. North Carolina Incident Based Optional Investigative Crime Data – Offender (T01) and Arrestee (T02)

Source Element (Investigative Offender Data T01 record layout)	Type/Length	Formats & Edits	Notes
Offender Last Name	char(50)		This element maps to N-DEx #192 (Person element)
Offender First Name	char(35)		This element maps to N-DEx #190 (Person element)
Offender Middle Name	char(35)		This element maps to N-DEx #191(Person element)
Offender Street Number	a/n(8)		
Offender Street Name	a/n(50)		
Offender City	char(35)		
Offender Zip Code	num(9)		
Offender Date of Birth	date(8)		This element maps to N-DEx #200 (Person element)
Offender Age	num(3)		Don't need this since already have NIBRS Age (of Offender) (#37) and NC ICR3 Offender Age
Offender Vehicle Year	num(4)		This element maps to N-DEx #55 (Vehicle element)
Offender Vehicle Color	a/n(15)		This element maps to N-DEx #59 (Vehicle element)
Offender Vehicle Make	a/n(4)		This element maps to N-DEx #56 (Vehicle element)
Offender Vehicle Model	a/n(3)		This element maps to N-DEx #57 (Vehicle element)
Offender Vehicle Plate	a/n(8)		This element maps to N-DEx #61 (Vehicle element)
Offender Vehicle State	char(2)		This element maps to N-DEx #62 (Vehicle element)

Source Element (Investigative Arrestee Data T02 record layout)	Type/Length	Formats & Edits	Notes
Arrestee Last Name	char(50)		This element maps to N-DEx #192 (Person element)
Arrestee First Name	char(35)		This element maps to N-DEx #190 (Person element)
Arrestee Middle Name	char(35)		This element maps to N-DEx #191 (Person element)
Arrestee Street Number	a/n(8)		

Arrestee Street Name	a/n(50)		
Arrestee City	char(35)		
Arrestee Zip Code	num(9)		
Arrestee Date of Birth	date(8)		This element maps to N-DEx #200 (Person element)
Arrestee Age	num(3)		Don't need this since already have NIBRS Age (of Arrestee) (#47) and NC IBR3 Arrestee Age

✓ 3. North Carolina Law Enforcement Officer Killed & Assaulted (LEOKA) (A5 LEOKA Report)

Source Element (LEOKA A5 report form)	Type/Length	Formats & Edits	Notes
City of Incident of Attack on Officer			
County of Incident of Attack on Officer			
Date of Incident of Attack on Officer			
Distance between Victim Officer and Offender When Officer Killed			
Events Narrative of Victim Officer's Killing			
Firearm Barrel Length Used to Kill Victim Officer			
Firearm Cartridge & Caliber of Victim Officer			
Firearm Cartridge & Caliber Type Used to Kill Victim Officer			
Firearm Make Used to Kill Victim Officer			
Firearm Model Used to Kill Victim Officer			
Firearm Type of Victim Officer			
Firearm Type Used to Kill Victim Officer			
Involvement of Other Officers			
Location Circumstances			Same valid value/codes as NIBRS & N-DEx Maps to NIBRS & N-DEx?
Location of Fatal Wound of Victim Officer			
Offender Under Influence of Alcohol When Victim Officer Killed			
Offender Under Influence of Drugs When Victim Officer Killed			
Offender's Birthdate			

Offender's FBI Number			
Offender's First Name			
Offender's Last Name			
Offender's Middle Name			
Offender's on Probation or Parole			
Offender's Prior Arrests Known to Victim Officer's Department			
Offender's Race			Same valid value/codes as NIBRS & N-DEx Maps to NIBRS & N-DEx?
Offender's Sex			Same valid value/codes as NIBRS & N-DEx Maps to NIBRS & N-DEx?
Officer DOB			
Officer First Name			
Officer Gender			Same valid value/codes as NIBRS & N-DEx Maps to NIBRS & N-DEx?
Officer Last Name			
Officer Middle Name			
Officer Race			
Officer Rank			
Officer Total Law Enforcement Experience (Years / Months)			
Relationship Between Victim Officer and Offender			Same valid value/codes as NIBRS & N-DEx Maps to NIBRS & N-DEx?
Situation in which death occurred			Subset of NIBRS (#25A) & N-DEx (#151) and maps to them.
State of Incident of Attack on Officer			
Time of Incident of Attack on Officer			
Total Years With Current Agency (Years / Months)			
Type Code			Subset of N-DEx (#150) and maps.
Type of Assignment			Subset of NIBRS (#25B) & N-DEx (#152) and maps to them.
Victim Officer Fired Own Weapon			
Victim Officer Killed With Own Weapon			
Victim Officer Shots Hit Offender			
Victim Officer Wearing Protective Body Armor When Killed			
Victim Officer's Firearm Stolen by Offender			
Victim Officer's ORI			Subset of NIBRS (#25C) & N-DEx (#153) and maps to them.
Weapon Used to Kill Victim Officer			

LEOKILLED table (cross-reference with report form)

ORI	CHAR(5)	No
MONTH	NUMBER	No
YEAR	NUMBER	No
COUNTYCODE	CHAR(3)	No
SEQNBR	NUMBER	No
VICTIMORI	CHAR(9)	Yes
VICTIMAGENCY	VARCHAR2(255)	Yes
VICTIMLNAME	VARCHAR2(25)	Yes
VICTIMFNAME	VARCHAR2(25)	Yes
VICTIMMNAME	VARCHAR2(25)	Yes
RANK	VARCHAR2(25)	Yes
TOTYREXP	NUMBER	Yes
TOTMONEXP	NUMBER	Yes
TOTYRAGENCY	NUMBER	Yes
TOTMONAGENCY	NUMBER	Yes
DOB	DATE	Yes
SEX	CHAR(1)	Yes
RACE	CHAR(1)	Yes
DEATHSIT	CHAR(2)	Yes
ASSIGNTYPE	CHAR(2)	Yes
OFFINVOLVE	CHAR(2)	Yes
ATTACKDATE	DATE	Yes
CITY	VARCHAR2(255)	Yes
COUNTY	VARCHAR2(255)	Yes
STATE	CHAR(2)	Yes
LOCCIRCUM	CHAR(2)	Yes
VICTIMDISTANCE	CHAR(2)	Yes
WOUNDLOC	CHAR(2)	Yes
BODYARMOR	CHAR(1)	Yes
KILLWEAPON	CHAR(2)	Yes
KILLMAKE	VARCHAR2(255)	Yes
KILLMODEL	VARCHAR2(255)	Yes

KILLCARTRIDGE	VARCHAR2(255)	Yes
KILLBARRELENGTH	VARCHAR2(255)	Yes
KILLFIREARMTYPE	CHAR(2)	Yes
KILLOWNWEAPON	CHAR(1)	Yes
FIREWEAPON	CHAR(1)	Yes
HITOFFENDER	CHAR(1)	Yes
SERVICEWEAPONTYPE	CHAR(20)	Yes
CARTRIDGETYPE	CHAR(15)	Yes
WEAPONSTOLEN	CHAR(1)	Yes
SUMMATION	VARCHAR2(1000)	Yes
FELONIOUSKILLED	NUMBER	Yes
ACCIDENTALDEATH	NUMBER	Yes
STAGED	NUMBER(1)	Yes

✓ 4. North Carolina Hate Crime (A8 Hate Crime Incident Report)

Source Element (Hate Crime A8 report form)	Type/Length	Formats & Edits	Notes
Agency OCA	CHAR(12)		This element is part of Primary Key.
Agency ORI	CHAR(5)		This element is part of Primary Key.
Department Reporting Incident			
County of Department Reporting Incident	CHAR(3)		
Date of Incident SBI Submission			
Date of Offense			Maps to NIBRS & N-DEx?
Location of Incident			Same valid value/codes as NIBRS & N-DEx Maps to NIBRS & N-DEx?
Number of Victims			
Disability Bias Motivation			Valid value of NIBRS (#8A) and maps.
Ethnic/National Origin Bias Motivation			Valid value of NIBRS (#8A) and maps.
Racial Bias Motivation			Valid value of NIBRS (#8A) and maps.
Religious Bias Motivation			Valid value of NIBRS (#8A) and maps.
Sexual Bias Motivation			Valid value of NIBRS (#8A) and maps.
Submission of Incident			Subset of NIBRS & N-DEx and maps to them.
Suspected Offenders' Race (Group)			Same valid value/codes as NIBRS & N-DEx Maps to NIBRS & N-DEx?
Total Number of Offenders			
Total Number of Victims			
UCR Offense Code			Same valid value/codes as NIBRS & N-DEx Maps to NIBRS & N-DEx?
Victim Type			Same valid value/codes as NIBRS & N-DEx Maps to NIBRS & N-DEx?
Name of Person Preparing Incident Report			
Title of Person Preparing Incident Report			
Verification Officer of Incident Report			

HATECRIME Table (cross-reference with report form)

ORI	CHAR(5)	No
OCA	CHAR(12)	No
COUNTYCODE	CHAR(3)	No
NBROFFENDER	NUMBER	Yes
NBRINDIVIDUALVICTIM	NUMBER	Yes
OFFENDERRACE	CHAR(1)	Yes
OFFENSEDATE	DATE	Yes
STAGED	NUMBER(1)	Yes
CREATIONDATE	DATE	Yes
UPDATEDATE	DATE	Yes
USERID	VARCHAR2(30)	Yes

HATECRIME Table (cross-reference with report form)

ORI	CHAR(5)	No
OCA	CHAR(12)	No
COUNTYCODE	CHAR(3)	No
OFFENSECODE	CHAR(2)	No
LOCATION	CHAR(2)	Yes
BIASMOTIVATION	CHAR(2)	Yes
NBRVICTIM	NUMBER	Yes
STAGED	NUMBER(1)	Yes
CREATIONDATE	DATE	Yes
UPDATEDATE	DATE	Yes
USERID	VARCHAR2(30)	Yes

✓ 5. North Carolina Domestic Violence (Domestic Violence Related Homicide Report)

Source Element (Domestic Violence report form)	Type/Length	Formats & Edits	Notes
Agency Contact Name			
Agency Contact Phone			
Agency OCA			
Agency ORI			
Charge of Domestic Violence Crime			
Date of Arrest			
Date of Offense			Maps to NIBRS & N-DEx?
Firearms Surrendered Pursuant to Protective Order			
Homicide Victim Same Victim of Crime for Which Offender on Pre-trial Release			
Offender Gender			Same valid value/codes as NIBRS & N-DEx Maps to NIBRS & N-DEx?
Offender on Pre-trial Release for Domestic Violence Crime			
Protective Order Current			
Protective Order Issued To Victim Against Offender			
Reporting Agency			
Victim Gender			Same valid value/codes as NIBRS & N-DEx Maps to NIBRS & N-DEx?
Victim's Relationship to Offender			Same valid value/codes as NIBRS & N-DEx Maps to NIBRS & N-DEx?

✓ 6. North Carolina Incident/Investigation (DCI 600F Incident/Investigation Report)

Source Element (Incident/Investigation DCI600F report form)	Type/Length	Formats & Edits	Notes
Last Known Secure Date/Time			Maps to N-DEx? (used to date the last date the property or person is known to be secured, in legal ownership, etc.)
Incident Report Date/Time			This element is valued and maps to N-DEx #4 only IF NIBRS #3 Incident Date/Hour is valued with the <i>incident</i> date. IF NIBRS #3 Incident Date/Hour is populated with the <i>report</i> date and an 'R' value, then this element is left non-valued.
Officer Name			Possibly maps to N-DEx #180 (Narrative Person element)
Officer ID #			Maps to N-DEx?
Offense Forcible			This value is a 'Yes' 'No' field on Incident form. Use as indicator as a <i>general</i> 'Offense Force' – outside of just Burglary/Breaking & Entering which is captured by NIBRS #11 (mapped to N-DEx #29). Add this element to db – but don't see it mapped to N-DEx.
Victim Residence Type			
Victim Drug/Alcohol Use			
Victim DOB			This element maps to N-DEx #200 (Person element)
Victim Last Name / Business Name			If Victim type is Individual –Person Last Name This element maps to N-DEx #192 (Person element) If Victim type is Business – Business/Organization Name Map to N-DEx #148 (Organization element)
Victim First Name			Map to N-DEx #190 (Person element)
Victim Middle Name			Map to N-DEx #191 (Person element)
Victim Street Number			
Victim Street Name			BR - If Victim type is Individual –Home address; if Victim type is Business – Business/Organization address
Victim City			Same address note
Victim State			Same address note

Victim Zip Code			Same address note
Victim Phone			BR - If Victim type is Individual –Home phone If Victim type is Business – Business/Organization phone
Victim Employer Name			
Victim Employer Street Number			
Victim Employer Street Name			
Victim Employer City			
Victim Employer State			
Victim Employer Zip Code			
Victim Employer Phone Number			
Victim Employer Phone Extension			
Victim Vehicle Year			Map to N-DEx #55 (Vehicle element)
Victim Vehicle Make			This element maps to N-DEx #56 (Vehicle element)
Victim Vehicle Model			This element maps to N-DEx #57 (Vehicle element)
Victim Vehicle Style			This element maps to N-DEx #58 (Vehicle element)
Victim Vehicle Color			This element maps to N-DEx #59 (Vehicle element)
Victim Vehicle License #			This element maps to N-DEx #61 (Vehicle element)
Victim Vehicle VIN #			This element maps to N-DEx #53 (Vehicle element)
‘Other Person Involved Type’			1. Option one – add one new data element • Add new data element – ‘Other Person Involved Type’ • Expand the valid value code list (that is currently used for Victim Type) to include values ‘Reporting Person’ and ‘Owner’ • All values apply to ‘Other Person Involved Type’ • OR • Create a new valid value code list just for this new data element
‘Other Person Involved - Reporting Person Type’			
Other Person Involved - Owner Type’			2. Option two – add two new data elements • Add new data element – ‘Other Person Involved - Reporting Person Type’ (Person in data name is a misnomer) • Add new data element – ‘Other Person Involved - Owner Type’ • Create a new valid value code list for these new data elements

			(not all the values in 'Victim Type' code list applies to 'Reporting Person' or 'Owner') • Values in new valid value code list & apply to the new data elements = Individual, Business, Financial Institute, Other, Unknown, LE • If add two new elements one labeled Reporting Person one labeled Owner – these elements would double: • Other Person Involved Connected to Offense Code • Other Person Involved DOB • Other Person Involved Age • Other Person Involved Race • Other Person Involved Sex • Other Person Involved Last Name • Other Person Involved First Name • Other Person Involved Middle Name • Other Person Involved Home Address • Other Person Involved City • Other Person Involved State • Other Person Involved Zip Code • Other Person Involved Phone • Other Person Involved Employer Name • Other Person Involved Employer Address • Other Person Involved Employer City • Other Person Involved Employer State • Other Person Involved Employer Zip Code • Other Person Involved Employer Phone • Other Person Involved Employer Phone Extension
Other Person Involved Connected to Offense Code			
Other Person Involved DOB			Map to #200 (Person element)
Other Person Involved Age			Map to N-DEx 186 (Other Involved Person) OR #237 (Person element)
Other Person Involved Race			Map to N-DEx 186 (Other Involved Person) OR #195 (Person element)
Other Person Involved Sex			Map to N-DEx 186 (Other Involved Person) OR #194 (Person element)
Other Person Involved Last Name			Map to N-DEx #192 (Person element)
Other Person Involved First Name			Map to N-DEx #190 (Person element)
Other Person Involved Middle Name			Map to N-DEx #191 (Person element)
Other Person Involved Home Street Number			
Other Person Involved Home Street Name			

Other Person Involved City			
Other Person Involved State			
Other Person Involved Zip Code			
Other Person Involved Phone			
Other Person Involved Employer Name			
Other Person Involved Employer Street Number			
Other Person Involved Employer Street Name			
Other Person Involved Employer City			
Other Person Involved Employer State			
Other Person Involved Employer Zip Code			
Other Person Involved Employer Phone			
Other Person Involved Employer Phone Extension			
Suspect Last Name			T01 Offender record has similar field: Offender Last Name Map to N-DEx #192 (Person element)
Suspect First Name			T01 Offender record has similar field: Offender First Name Map to N-DEx #190 (Person element)
Suspect Middle Name			T01 Offender record has similar field: Offender Middle Name Map to N-DEx #191(Person element)
Suspect Alias/Nickname Last Name			Map to #213 (Subject/Person element)
Suspect Alias/Nickname First Name			Map to #213 (Subject/Person element)
Suspect Alias/Nickname Middle Name			Map to #213 (Subject/Person element)
Suspect Home Street Number			
Suspect Home Street Name			
Suspect City			
Suspect State			
Suspect Zip Code			
Suspect Occupation			Map to N-DEx #211 (Person element)
Suspect Employer Street Number			
Suspect Employer Street Name			
Suspect Employer City			
Suspect Employer State			
Suspect Employer Zip Code			
Suspect DOB			Map to #200 (Person element)
Suspect Age			Map to #158 (Subject Person element) OR #237 (Person element)
Suspect Race			Map to #158 (Subject Person element) OR #195 (Person element)
Suspect Sex			Map to #158 (Subject Person element) OR #194 (Person element)

			element)
Suspect Height			Map to #227 (Person element)
Suspect Weight			Map to #228 (Person element)
Suspect Build			Map to #234 (Person element)
Suspect Hair Color			Map to #230 (Person element)
Suspect Hair Style			Map to #232 (Person element)
Suspect Hair Length			Map to #231 (Person element)
Suspect Eye Color			Map to #229 (Person element)
Suspect Glasses			Map to #235 (Person element)
Suspect Armed			
Suspect Type of Weapon			Possible map to #36 or #37 (Offense elements), or #88 (Weapon element)
Suspect Direction of Travel			
Suspect Mode of Travel			
Suspect Physical Feature-Feature			Map to #219 (Person element)
Suspect Physical Feature-Location			
Suspect Physical Feature-Body Part			
Suspect Physical Feature-Description			Map to #220 (Person element)
Suspect Clothing-Hat Color			
Suspect Clothing-Hat Description			
Suspect Clothing-Jacket Color			
Suspect Clothing-Jacket Description			
Suspect Clothing-Shirt/Blouse Color			
Suspect Clothing-Shirt/Blouse Description			
Suspect Clothing-Tie/Scarf Color			
Suspect Clothing-Tie/Scarf Description			
Suspect Clothing-Coat/Suite Color			
Suspect Clothing-Coat/Suite Description			
Suspect Clothing-Pants/Dress/Skirt Color			
Suspect Clothing-Pants/Dress/Skirt Description			
Suspect Clothing-Socks Color			
Suspect Clothing-Socks Description			
Suspect Clothing-Shoes Color			
Suspect Clothing-Shoes Description			
Suspect Vehicle-Year			Map to N-DEx #55 (Vehicle element)
Suspect Vehicle-Make			Map to N-DEx #56 (Vehicle element)
Suspect Vehicle-Model			Map to N-DEx #57 (Vehicle element)

Suspect Vehicle-Style			Map to N-DEx #58 (Vehicle element)
Suspect Vehicle-Top/Primary Color			Map to N-DEx #59 (Vehicle element)
Suspect Vehicle-Bottom/Secondary Color			Map to N-DEx #59(Vehicle element)
Suspect Vehicle-License Plate Number			Map to N-DEx #61(Vehicle element)
Suspect Vehicle-License Plate State			Map to N-DEx #61 (Vehicle element)
Suspect Vehicle VIN			Map to N-DEx #53 (Vehicle element)
Witness Last Name			Map to N-DEx #192 (Person element)
Witness First Name			Map to N-DEx #190 (Person element)
Witness Middle Name			Map to N-DEx #191 (Person element)
Witness DOB			Map to #200 (Person element)
Witness Age			Map to #183 (Witness Person element) OR #237 (Person element)
Witness Race			Map to #183 (Witness Person element) OR #195 (Person element)
Witness Sex			Map to #183 (Witness Person element) OR #194 (Person element)
Witness OCA			
Witness Home Street Number			
Witness Home Street Name			
Witness City			
Witness State			
Witness Zip Code			
Witness Employer Street Number			
Witness Employer Street Name			
Witness Employer City			
Witness Employer State			
Witness Employer Zip Code			
Witness Employer Phone Number			
Property Other Jurisdiction			
Property Quantity			Maps to N-DEx #137 (Other Types of Property element)
Property Make/Brand			Maps to N-DEx #145 (Other Types of Property element)
Property Model			Maps to N-DEx #146 (Other Types of Property element)
Property-Serial Number			Maps to N-DEx #143 (Other Types of Property element)
Narrative			Map to #182 (Narrative element)

✓ 7. North Carolina Uniform Crime Reporting Maintenance tables

LEA table

<i>Column Name</i>	<i>Data Type</i>	<i>nullable?</i>
ORI	CHAR(5)	No
AGENCYNAME	VARCHAR2(40)	Yes
COUNTYCODE	CHAR(3)	Yes
DISTRICT	NUMBER	Yes
SOFTWARE	VARCHAR2(20)	Yes
REPORTINGLEVEL	CHAR(3)	Yes
REPORTINGTRACT	CHAR(1)	Yes
TRENDAGENCY	CHAR(1)	Yes
AGENCYTYPE	CHAR(3)	Yes
COVEREDWHOM	CHAR(5)	Yes
FBIREPORTINGLEVEL	CHAR(3)	Yes
FBITESTLEVEL	CHAR(3)	Yes
TESTLEVEL	CHAR(3)	Yes
FBITESTDATE	DATE	Yes
TESTDATE	DATE	Yes
FBIEFFDATE	DATE	Yes
EFFDATE	DATE	Yes
IBRDATE	DATE	Yes
LEACOMMENT	VARCHAR2(255)	Yes
PRINTINGAGENCY	CHAR(1)	Yes
CREATIONDATE	DATE	Yes
UPDATEDATE	DATE	Yes
USERID	VARCHAR2(30)	Yes

LEAYEAR table

<i>Column Name</i>	<i>Data Type</i>	<i>nullable?</i>
ORI	CHAR(5)	No
YEAR	NUMBER	No
POPULATION	NUMBER	Yes
CITYPOP	VARCHAR2(50)	Yes
COUNTYPOP	VARCHAR2(50)	Yes
FTFEMALEENFORCEMENT	NUMBER	Yes
PTFEMALEENFORCEMENT	NUMBER	Yes
FTFEMALECIVILIAN	NUMBER	Yes
PTFEMALECIVILIAN	NUMBER	Yes
FTMALEENFORCEMENT	NUMBER	Yes
PTMALEENFORCEMENT	NUMBER	Yes
FTMALECIVILIAN	NUMBER	Yes
PTMALECIVILIAN	NUMBER	Yes
STATUS	CHAR(3)	Yes
CREATIONDATE	DATE	Yes
UPDATEDATE	DATE	Yes
USERID	VARCHAR2(30)	Yes

IBRHISTORY table

<i>Column Name</i>	<i>Data Type</i>	<i>nullable?</i>
ORI	CHAR(5)	No
YEAR	NUMBER	No
MONTH	NUMBER	No
REPORTINGLEVEL	CHAR(3)	Yes
CREATIONDATE	DATE	Yes
USERID	VARCHAR2(30)	Yes

COUNTY Table

<i>Column Name</i>	<i>Data Type</i>	<i>nullable?</i>
COUNTYCODE	CHAR(3)	No
COUNTYNAME	VARCHAR2(15)	Yes
CREATIONDATE	DATE	Yes
UPDATEDATE	DATE	Yes
USERID	VARCHAR2(30)	Yes

COUNTYYEAR Table

<i>Column Name</i>	<i>Data Type</i>	<i>nullable?</i>
COUNTYCODE	CHAR(3)	No
YEAR	NUMBER	No
COUNTYTYPE	CHAR(10)	Yes
UNDER16POP	NUMBER	Yes
UNDER18POP	NUMBER	Yes
CREATIONDATE	DATE	Yes
UPDATEDATE	DATE	Yes
USERID	VARCHAR2(30)	Yes

SUBHIST Table

<i>Column Name</i>	<i>Data Type</i>	<i>nullable?</i>
ORI	CHAR(5)	No
SUBTYPE	CHAR(3)	No
MONTH	NUMBER	No
YEAR	NUMBER	No
RETURNDATE	DATE	No
RETURNCOMMENT	VARCHAR2(255)	Yes
RESUBMISSIONDATE	DATE	Yes
CREATIONDATE	DATE	Yes
UPDATEDATE	DATE	Yes
USERID	VARCHAR2(30)	Yes

SUBLOG Table

<i>Column Name</i>	<i>Data Type</i>	<i>nullable?</i>
ORI	CHAR(5)	No
SUBTYPE	CHAR(3)	No
MONTH	NUMBER	No
YEAR	NUMBER	No
RECEIVEDDATE	DATE	Yes
SUBLOGCOMMENT	VARCHAR2(255)	Yes
STATUS	CHAR(10)	Yes
CREATIONDATE	DATE	Yes
UPDATEDATE	DATE	Yes
USERID	VARCHAR2(30)	Yes

✓ **8. North Carolina Additional elements**

Source Element	Type/Length	Formats & Edits	Notes
Property-Evidence/Non-Reportable?			
Property-Description (text field)			
Property-Owner Applied Number			
Property-Primary Color			
Property-Item Category			
Property-Damage/Loss Amount			
Property-Owner			
Property-NCIC			
Property-Item Recovered/Found?			
Property-Recovered/Found Quantity			
Property-Recovered/Found Value			
Property-Recovered/Found Notes Description			
Property-Time Obtained			
Property-Obtaining Officer			
Property-Officer Name			
Property-Obtained From			
Property-Location Obtained Address			
Property-City			
Property-State			
Property-Zip Code			
Offense-Offense Description			
Offense-Offense Type			
Offense-Statute			
Offense-Degree			
Offense-Counts			
General-Date of Entry			
General-Time of Entry			
General-Date Submitted			
General-Time Submitted			
General-City			

General-State			
General-Zip Code			
General-Notified			
General-Arrived			
General-Cleared Scene			
General-Incident Type			Is a value in this equal to Domestic Incident?
General-Reportable?			
General-Dispatch Zone/Section			
General-Patrol Zone/Grid			
General-Other Zone/Beat			
General-Approving Supervisor			
General-Approving Supervisor Name			
General-Date Approved			
General-Additional Responding/Assisting Officers			
General-How Attacked or Committed			
General-Dispatcher Name			
General-Dispatcher			
General-Operator Initials			
General-Closed/Cleared By			
Victim-Suffix Name			
Victim-Social Security Number			
Victim-Marital Status			
Victim-Report As Property?			
Off/Suspect Suffix Name			
Off/Suspect-Involvement			
Off/Suspect-Alias/Nickname-Suffix			
Off/Suspect-Alias/Nickname-Date of Birth			
Off/Suspect-Alias/Nickname-SSN			
Off/Suspect-Alias/Nickname-Alias Description			
Off/Suspect- Home Phone #			
Off/Suspect-Employer Phone #			
Off/Suspect-Ext			
Off/Suspect-Skin Tone			
Off/Suspect-Vehicle-Report As Property?			
Off/Suspect-ID Numbers - Social Security Number			
Off/Suspect-ID Numbers -Driver's License Number			

Off/Suspect-ID Numbers - Driver's License State			
Off/Suspect-ID Numbers - FBI Number			
Off/Suspect-ID Numbers - SID Number			
Off/Suspect-ID Numbers – SRN			
Off/Suspect-ID Numbers - Fingerprint Classification (NCIC)			
Off/Suspect-ID Numbers - Fingerprint Classification (HENRY)			
Off/Suspect-ID Numbers - Military Code			
Off/Suspect-ID Numbers - Military ID Number			
Witness-Suffix			
Witness-Ext			
Others Involved-Suffix			
Vehicle-Involvement			
Vehicle-Involvement Description			
Vehicle-Report As Property?			
Vehicle-Vehicle Category			
Vehicle-Vehicle Type			
Vehicle-Year			
Vehicle-Make			
Vehicle-Model			
Vehicle-Style			
Vehicle-Top/Primary Color			
Vehicle-Bottom/Secondary Color			
Vehicle-License Plate Number			
Vehicle-License Plate State			
Vehicle-VIN			
Vehicle-Description			
Vehicle-Serial Number			
Vehicle-Owner Applied Number			
Vehicle-Value			
Vehicle-Quantity			
Vehicle-Owner			
Vehicle-NCIC			
Vehicle-Vehicle Disposition			
Vehicle-Left at Scene			
Vehicle-Date Left			
Vehicle-Time Left			

Vehicle-Released To			
Vehicle-Place of Storage			
Vehicle-Inventory on File			
Image-Image Description			

✓ **9.North Carolina Traffic Stops Data**

Source Element (Traffic Stop database)	Type/Length	Formats & Edits	Notes
Age of Searched Passenger			
Agency Name	varchar(15)	<i>valid Agency</i>	
Search	bit	1 or 0	
Type of Search	varchar(10)	<i>code</i>	
Basis of Search	varchar(10)	<i>code</i>	
Vehicle Searched	bit	1 or 0	
Driver Searched	bit	1 or 0	
Passenger Search	bit	1 or 0	
Personal Effects Searched	bit	1 or 0	
Contraband Found as Result of Search	bit	1 or 0	
Contraband Found Drug Ounces	num (4)	<i>nnnn</i>	
Contraband Found Drug Pounds	num (4)	<i>nnnn</i>	
Contraband Found Drug Dosages	num (4)	<i>nnnn</i>	
Contraband Found Kilos	num (4)	<i>nnnn</i>	
Contraband Found Grams	num (4)	<i>nnnn</i>	
Contraband Found Alcohol Pints	num (4)	<i>nnnn</i>	
Contraband Found Alcohol Gallons	num (4)	<i>nnnn</i>	
Contraband Found Money Amount	num (4)	<i>nnnn</i>	
Contraband Found Weapons	num (4)	<i>nnnn</i>	
Contraband Found Other Amount	num (4)	<i>nnnn</i>	
Vehicle Seized as Result of Search	bit	1 or 0	
Personal Property Seized as Result of Search	bit	1 or 0	
Other Property Seized as Result of Search	bit	1 or 0	
City of Stop	varchar(20)	Free text	
County of Stop	varchar(15)	<i>code</i>	
Date of Stop	date/time	MM/DD/YYYY hh:mm:ss	
Enforcement Taken as Result of Stop	varchar(10)	<i>code</i>	
Initial Purpose of Traffic Stop	varchar(10)	<i>code</i>	
Officer ID Number	varchar(20)	Free text	

Physical Resistance Encountered	bit	1 or 0	
Vehicle Passenger Age	integer	<i>between 10 and 110</i>	
Vehicle Passenger Race	varchar(10)	<i>code</i>	
Vehicle Passenger Ethnicity	varchar(10)	<i>code</i>	
Vehicle Passenger Gender	varchar(10)	<i>code</i>	
Vehicle Driver Age	integer	<i>between 10 and 110</i>	
Vehicle Driver Ethnicity	varchar(10)	<i>code</i>	
Vehicle Driver Race	varchar(10)	<i>code</i>	
Vehicle Driver Gender	varchar(10)	<i>code</i>	
Vehicle Driver Arrest	bit	1 or 0	
Vehicle Passenger Arrest	bit	1 or 0	
Engaged Force	bit	1 or 0	
Officer Injury	bit	1 or 0	
Driver Injury	bit	1 or 0	
Passenger Injury	bit	1 or 0	
Date Traffic Stop Report Reviewed			Need?
Date Traffic Stop Report Entered			Need?
Name of Person Entering Traffic Stop Report			Need?
Name of Person Reviewing Traffic Stop Report			Need?

✓ **10. North Carolina Law Enforcement Agency Information** (*cross reference with the Uniform Crime Reporting Maintenance tables)

*Agency ORI
*Agency Name
Agency Head
*Agency County
*Agency Type
*Agency Reporting Status
Submission Method
Latitude
Longitude
Mailing Address
City
Phone
Fax
*RMS Software
Vendor/Company
UCR Pgm Agency Contact Name, Phone, Email
Hate Crime Rpt Agency Contact Name, Phone, Email
DV-Related Homicide Rpt Contact Name, Phone, Email
Traffic Stop Rpt Contact Name, Phone, Email

N-DEx elements

- N-DEx is mapped to **NIBRS** (some of the N-DEx elements are mapped to **NIBRS** elements.)
- Some of the N-DEx elements have mapping with NC Plus data elements.
- N-DEx contains additional data elements and data element codes that are not collected for **NIBRS**.
- Any N-DEx numbering noted within this document is from N-DEx Users Guide v.1.0.10
- Any N-DEx to NIBRS mapping notes below are not comprehensive within this document.
- The latest version of the N-DEx Information Exchange Package Documentation (IEPD) contains the complete set of N-DEx elements.
- The complete list of all N-DEx elements and definitions may not be included in this RFP document.
- There is overlap between the complete set of N-DEx elements and NC Plus data elements.
- Don't want to list any element between NC Plus and N-DEx more than once – so verify that an N-DEx element isn't listed redundantly if same element is also a NIBRS element or if is already an element defined as part of NC Plus elements (such as LEOKA, Hate Crime, etc.)
- Minimum Required elements to provide to N-DEx as part of national standards – these are the key fields
 - ORI
 - Ex: NC0920100
 - NCIC format - NC 092 01 00
 - OCA
- N-DEx is NIEM compliant.
- For more information on NIEM concepts use this link - <http://www.it.ojp.gov/framesets/iepd-clearinghouse-noClose.htm>

N-DEx Defined Element	Type/Length	Formats & Edits	Notes
Street Address			Location Element Set – (#259) This element goes to UCR db also
City			Location Element Set – (#261) This element goes to UCR db also
Social Security Number			
Driver's License Number			
FBI Number (Federal Identifier)			

SID Number (State Identifier)			
NCIC Fingerprint Classification			
HENRY Fingerprint Classification			
Sex Offender Registration Number			
Military ID Number/Military Code			
Passport/Visa Number			
Passport/Visa Country of Issuance			
Marital Status			
Citizenship Status			
College Student Indicator			
On Campus Indicator			
Occupation			
Offender Criminal Trait or is this really #159 Subject Criminal Trait Type Code??			

List all the ‘Person’ fields – some may be redundant – but not consistently used – don’t want to miss any - most of them don’t map according to N-Dex User Guide – but some do • Person Record • Person Type • #192 Last Name • #190 First Name • #191 Middle Name • #189 Name Prefix • #193 Name Suffix • Alias ✓ #213 Alias Name ✓ Alias Date of Birth ✓ Alias Social Security Number • #200 Birth Date • #197 Birth City • #198 Birth State • #199 Birth Country			N-Dex Person fields not consistently mapped to NIBRS – cuz there is some mapping as noted below Some already defined in NIBRS or NC IBR3 or LEOKA or other sources Person Types : Victim Offender Suspect LEOKA Victim LEOKA Offender Arrestee Witness Complainant/Reporting Party Owner Citation - Driver Citation - Passenger
#196 Person Ethnicity Code – need to add to			➤ Map to NC IBR3-Offender Ethnicity???

this list			(NIBRS doesn't have an Offender Ethnicity but NC IBR3 does.) (NIBRS #29 Ethnicity (of Victim) is mapped to N-DEx #149 Victim Person (Person Element Set)) (NIBRS #50 Ethnicity (of Arrestee) is mapped to N-DEx #172 Arrestee (Person Element Set))
#210 Person Resident Status Code does map to NIBRS			➤ NIBRS #30 Resident Status (of Victim) ➤ NIBRS #51 Resident Status (of Arrestee)
#148 Victim Organization			
Incident End Date			
Incident End Time			
Incident Status Date			
Incident Evidence Indicator			
Incident Factor Code			
Incident Type Code			
Incident Weather Condition			
Incident Lighting Code			
Agency Notification Indicator			
Incident Visible Indicator			
Reporting Officer			This is also listed under Incident (600 form) This is also listed under LEOKA or just mapped
Officer ID/Badge Number			This is also listed under Incident (600 form)
Additional Responding/Assisting Officer(s)			This is also listed under LEOKA or just mapped
Arrival Time & Date			
Related Incident Number			
Property Owner Type			
Property ID			
Property Value Type Code			
Property Quantity			
Offense Point of Entry Code			
Offense Point of Exit Code			

Offense Security Type Code			
Offense Evidence Indicator			
Home Invasion Indicator			
Offense Statute			
Offense Degree			
Offense Counts			
Offense Number			
Property Make			
Property Model			
Property Serial Number			
Owner Applied Number			
NCIC			
Obtaining Officer Name			
(Property) Location Record			
Vehicle Property Disposition Code			(= NIBRS value)
Vehicle Property Type Code			(= NIBRS value)
Vehicle Style Code			(= NIBRS value)
Vehicle Property Value			(= NIBRS value)
Vehicle Property Disposition Date			(= NIBRS value)
Vehicle VIN			
Vehicle ID			
Vehicle Lien Holder			
Vehicle Registered Owner			
Vehicle License Plate Number			
Vehicle License Plate State			
Vehicle License Plate Type Code			
Vehicle License Registration Year			
Vehicle License Registration Jurisdiction Code			
Vehicle Model Year			
Vehicle Model Code			
Vehicle Make Code			
Vehicle Role/Involvement Code			
Vehicle Description			
Primary/Top Color Code			
Secondary/Bottom Color Code			
Vehicle Property Value Type Code			
Vehicle Property Quantity			
Reported as Property			

Vehicle Serial Number			
Vehicle Owner Applied Number			
NCIC Vehicle Disposition			
Left at Scene Date/Time Left			
Released To Place of Storage			
Inventory on file			
Impounded (Y/N)			
Weapon Property Disposition Code			(= NIBRS value)
Weapon Property Type Code			(= NIBRS value)
Weapon Property Value			(= NIBRS value)
Weapon Property Disposition Date			(= NIBRS value)
Weapon ID			
Weapon Property Value Type Code			
Vehicle Role/Involvement Code			
Vehicle Description			
Primary/Top Color Code			
Secondary/Bottom Color Code			
Vehicle Property Value Type Code			
Vehicle Property Quantity			
Weapon Property Quantity			
Weapon Serial Number Weapon Description			
Firearm Type Code Firearm Description Code			
Firearm Make Code Firearm Model Code			
Firearm Finish Code			
Firearm Caliber Code			
Firearm Barrel Length			
Firearm Barrel Length Measure Code			
KnifeType Code			
Knife Make Code			
Knife Model			
Reported as Property			
Drug Property Disposition Code			(= NIBRS value)
Drug Property Type Code			(= NIBRS value)
Drug Property Value			(= NIBRS value)
Drug Property Disposition Date			(= NIBRS value)
Drug Property Value Type Code			

Drug ID			
Origin of Drug			
Methamphetamine Lab Precursor			
Reported as Property			
Offender on Probation or Parole			
Telecommunication Device elements - multiple			

ATTACHMENT C. VENDOR REFERENCES FORM

Attachment C – Vendor References Form

Vendors shall provide information for a minimum of **three (3)** relevant references.

References			
1.	Name of Client Agency		
	Application Name	Year Contracted	
	Client Address		
	Client City	State	ZIP Code
	Client Contact	Title	
	Contact Telephone	Contact Fax	
	Contact E-Mail		
	Number of Years Contracted		
	Application Modules / Functions Operational		
	Application Modules / Functions Planned for Implementation		
2.	Name of Client Agency		
	Application Name	Year Contracted	
	Client Address		
	Client City	State	ZIP Code
	Client Contact	Title	
	Contact Telephone	Contact Fax	
	Contact E-Mail		
	Number of Years Contracted		
	Application Modules / Functions Operational		
	Application Modules / Functions Planned for Implementation		
3.	Name of Client Agency		
	Application Name	Year Contracted	
	Client Address		
	Client City	State	ZIP Code
	Client Contact	Title	
	Contact Telephone	Contact Fax	
	Contact E-Mail		
	Number of Years Contracted		
	Application Modules / Functions Operational		
	Application Modules / Functions Planned for Implementation		

ATTACHMENT D. FIXED PRICE COST PROPOSAL FORM

The cost response to this RFP shall be proposed as a firm fixed cash purchase price for the complete offering. Vendors shall complete this form in its entirety, making sure to indicate descriptions of specific line item costs, the actual cost and whether the item is a one-time or annual cost.

Attachment D

Fixed Price Cost Proposal Form – Vendors shall include Total Cost of Ownership (TCO) – Solution Cost plus five years of operation support and maintenance cost beginning after warranty period expires.

Fixed Costs Price	Cost	Annual or One-time Cost
Software Costs		
• Software License(s)	\$ _____	
• Base System software to meet functional requirements and technical specifications	\$ _____	
• Additional modules required or proposed, if any, to meet functional requirements and technical specifications. Break down by each function requiring an additional module.	\$ _____	
• Any customization required to meet the business requirements or proposed customization. Break down by each feature requiring customization Customization Item # 1 _____	\$ _____	
• Third Party Software, if any, required for the operation of the System. Break down by each feature requiring third party software. Third Party Software Item # 1 _____	\$ _____	
• Additional Options Additional Option# 1 _____	\$ _____	
Business Specifications		
• Project Management Services	\$ _____	
• Data Migration / Integration Services	\$ _____	
• Implementation (installation), including Configuration & testing Support Services	\$ _____	
Training Services and Documentation		
• Train the Trainer Training for end users	\$ _____	
• System Administration Training	\$ _____	
• Online Training	\$ _____	
• User Handbook, Application & System Administration	\$ _____	

Fixed Costs Price	Cost	Annual or One-time Cost
Documentation, other reference materials		
Maintenance Fees – Maintenance & Support Costs to include per year		
• Maintaining Existing Software	\$_____	
• Extended Warranty	\$_____	
• Updates to supplemental files	\$_____	
• Revisions to documentation	\$_____	
• Utilities	\$_____	
• New Functionality	\$_____	
• Technical Support / Customer Service (per year)	\$_____	
• Unlimited phone and email technical support	\$_____	
Other		
• Travel & Lodging expenses	\$_____	
• Please Specify	\$_____	
GRAND TOTAL	\$_____	