



POLICE DEPARTMENT

**Office of the Assistant Commissioner
Contract Administration Unit
90 Church Street, Room 1206
New York, NY 10007
Tel. No. 646-610-5753**

September 24, 2015

**Bilal Karriem, President
Keystats, Inc.
81 Pondfield Road
Bronxville, NY 10708-0850**

**RE: PIN 0561500001005:
Demonstration Project for
Predictive Forecasting of Crime**

Dear Mr. Karriem:

The New York City Police Department (NYPD) has received several expressions of interest regarding a notice placed in the City Record on June 29, 2015, in which the NYPD notified the public of its intent to move forward with a demonstration project for Predictive Forecasting of Crime (the project).

Your company expressed interest in participating in this demonstration project. In order to evaluate potential solutions, the NYPD is conducting an evaluation. This evaluation will consist of testing your company's solution of predictive forecasting of crime utilizing a data set provided by the NYPD. The evaluation will run for a period of between 30-90 days.

If your company is interested in participating in this evaluation, there are three conditions to which you must agree:

- 1) The demonstration evaluation must be free of charge to the NYPD. Furthermore, participating in this evaluation does not guarantee a future contract with the NYPD. However, the evaluation will assist the NYPD in determining which solution(s) it wishes to move forward with a contract award.
- 2) Since sensitive crime related data will be utilized during the evaluation period, your company must agree to the attached business and individual non-disclosure agreements (NDAs). In addition, the terms of the attached NDAs are not negotiable.
- 3) To provide the NYPD with a list of all required data elements that your company will need in order to conduct the Predictive Forecasting of Crime demonstration project.

Once we receive your acknowledgment of the above three conditions, we will forward to you a questionnaire for you to complete along with further details about the evaluation process.

If your company is interested in participating, please sign the acknowledgement below, complete the attached NDA's – one for your business and one for each of the individuals in your company (or subcontractors) that will be involved in the evaluation of your company's solution, and provide a list of the required data elements.

If you have any questions, or require additional information, please contact both frank.bello@nypd.org and claudia.castro@nypd.org. Please respond by **2:00 PM on October 1, 2015** to this request, also by email, followed by originals through express mail. If you require more time, please let us know.

Sincerely,



Frank Bello
Assistant Commissioner, Contract
Administration

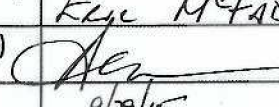
Vendor and Subcontractor's Acknowledgment of Terms

I hereby acknowledge and agree to the terms of this request made by the NYPD. I also agree to the three required conditions for participating in the evaluation. I have attached all applicable Non-Disclosure Agreements and I have attached the data elements that we will need to participate.

Keystats

Authorized Company Representative (Print Name)	
Authorized Company Representative (Signature)	
Date Signed	
Telephone #	
Email address	

Noviant (Subcontractor)

Authorized Company Representative (Print Name)	Eric McFadden
Authorized Company Representative (Signature)	
Date Signed	9/29/15
Telephone #	[REDACTED]
Email address	emcfadden@noviant.com



Date: 09/29/2015

Frank Bello, Assistant Commissioner
NYPD - Contract Administration Unit
90 Church Street, RM 1206
New York, NY 10007

RE: PIN 0561500001005

Dear Mr. Bello:

My Company is interested in providing a possible Predictive Forecasting of Crime Solution to the NYPD (the Project). We understand our responsibility to keep all information and materials received in connection with this project strictly confidential.

As a term and condition of the project, our organization agrees that:

1. The information and data that the NYPD provides our organization with, or allows our organization access to, or our organization obtains is sensitive and critical to law enforcement operations. All such information shall be considered Confidential.
2. The existence of **the Project** is strictly confidential.
3. All information pertaining to **the Project** is strictly confidential.
4. Our company will not at any time disclose, permit the disclosure of, release, disseminate, or transfer confidential information to any person unless: i) an authorized representative of the NYPD has given express written consent; or ii) the person has signed an NYPD Non-Disclosure Agreement or iii) the person is or may be directly involved in the work performed. The company shall be responsible for a breach of confidentiality by any person that it discloses confidential information to. The term "person" will be interpreted broadly to include, without limitation, any corporation, company, partnership or individual.
5. In the event that we or any of our representatives become legally compelled to disclose any of the materials or information that we receive during the procurement process, we shall provide the NYPD with prompt notice of such requirement so that the NYPD may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained we agree to furnish only that portion of the evaluation material which we are advised by counsel is legally required.
6. As an Authorized Company Representative, I shall be the person responsible for controlling access to all confidential information relating to this Agreement.

I understand that the terms of this Non-Disclosure Agreement may only be modified by express written permission of an authorized representative of the New York City Police Department. This Non-Disclosure Agreement shall survive the completion of the procurement process and the term of the Agreement if our company is awarded the contract. The Non-Disclosure Agreement shall also survive if our company is not awarded the contract. I understand that the NYPD will pursue, to the full and permissible extent of the law, criminal prosecution and/or civil action for failure to comply with the terms of this Non-Disclosure Agreement.

Weed Solutions dba Noviant
Name of Company or Organization

Eric McFadden Vice President
Print Name & Title of Authorized Representative

[Signature]
Signature of Authorized Representative

September 29th, 2015
Date Signed

Tax ID # 11 - 3399247



212.809.6625



212.809.6630



www.noviant.com



32 Broadway, Suite 401, New York, NY 10004

NYC_0002500



Date: 09/29/2015

Frank Bello, Assistant Commissioner
NYPD - Contract Administration Unit
90 Church Street, RM 1206
New York, New York 10007

RE: Non-Disclosure Agreement—
INDIVIDUAL Non-Disclosure
Agreement PIN 0561500001005

Dear Mr. Bello:

I am one of the persons in my organization that will be given access to the work performed under the above referenced Agreement and its contents relating to a possible Predictive Forecasting of Crime Solution project (the project) for the NYPD. Unless I receive express written permission from an authorized representative from the New York City Police Department to vary the terms of the Agreement, I hereby agree to the following:

I understand and agree that:

1. This Non-Disclosure Agreement shall survive the completion of the project (if any) between the NYPD and the Contractor to provide the services or goods identified/described above (hereinafter referred to as "the Contract").
2. This Non-Disclosure Agreement shall apply even if the Contractor, or its subcontractors defaults or if the Contract is otherwise terminated or is not awarded this Contract.
3. This Non-Disclosure Agreement shall apply even if I leave the employment of the Contractor, or its subcontractors or suppliers.
4. I will not at any time disclose, permit the disclosure of, release, disseminate, or transfer confidential information to any person unless: i) an authorized representative of the NYPD has given express written consent; or ii) the person has signed an NYPD Non-Disclosure Agreement, and is or may be directly involved in the work performed. The term "person" will be interpreted broadly to include, without limitation, any corporation, company, partnership or individual.
5. I understand that the NYPD will pursue, to the full and permissible extent of the law, criminal prosecution and/or civil action for failure to comply with the terms of this Non-Disclosure Agreement.

Unneed Solutions, Inc. DBA Noviant
Name of Company or Organization

Kevin Wang CEO
Print Name & Title of Authorized Individual

[Signature]
Signature of Authorized Individual

09/29, 20 15
Date Signed

Soc. Sec. # [REDACTED]

Telephone # [REDACTED]

Email Address: kwang@noviant.com



Date: 09/29/2015

Frank Bello, Assistant Commissioner
NYPD - Contract Administration Unit
90 Church Street, RM 1206
New York, New York 10007

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INDIVIDUAL Non-Disclosure
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5. I understand that the NYPD will pursue, to the full and permissible extent of the law, criminal prosecution and/or civil action for failure to comply with the terms of this Non-Disclosure Agreement.

Unneed Solutions, Inc. DBA Noviant
Name of Company or Organization

Eric McFadden Vice President
Print Name & Title of Authorized Individual

[Signature]
Signature of Authorized Individual

09/29, 20 15
Date Signed

Soc. Sec. # [Redacted]

Telephone # [Redacted]

Email Address: emcfadden@noviant.com



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32 Broadway, Suite 401, New York, NY 10004

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