

Date: January 24, 2012

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Ratifying the Action of the County Mayor or County Mayor's Designee
Relating to the Purchase of a Prisoner Processing Arrest Form Automation Solution

Agenda Item No. 8(F)(6)

Resolution No. R-28-12

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution ratifying action of the County Mayor or County Mayor's designee on August 15, 2011 in approving the purchase and implementation of a Prisoner Processing Arrest Form Automation Solution (Solution) from Thinkstream, Inc., for the Information Technology Department (ITD) as authorized by Section 2-8.2.7 of the Code of Miami-Dade County (Code), Economic Stimulus Ordinance.

The Economic Stimulus Ordinance under Section 2-8.2.7 of the Code provides for an expedited process for the procurement of goods and services funded, in whole or in part, through the American Recovery and Reinvestment Act of 2009 (ARRA). The County Mayor or County Mayor's designee has the authority to issue solicitations, review bids, appoint selection committees, and award or reject bids. All actions taken by the County Mayor or County Mayor's designee are exempt from Committee review, but are presented to the Board for ratification.

SCOPE

The Solution will benefit all law enforcement agencies, including municipalities and justice organizations, within the geographic area of Miami-Dade County. Therefore, this item has a countywide impact.

FISCAL IMPACT/FUNDING SOURCE

The initial purchase of the software, implementation, configuration, interface development, training services, and software escrow in the amount of \$1,600,000 is being funded through grant funding from the Florida Department of Law Enforcement (FDLE) Edward Bryne Memorial Justice Grant (JAG) program under ARRA.

Following the initial term of the contract, County general funds will be required in the amount of \$400,000 annually to provide continued software maintenance support services and software escrow for future optional renewal periods. These funds will be appropriated as part of the annual budget approved by the Board.

TRACK RECORD / MONITOR

The staff assigned to manage this contract is Felicia Gomez, Senior Systems Analyst, ITD.

DELEGATED AUTHORITY

As stated previously, the authority of the County Mayor or County Mayor's designee to execute and implement this contract is consistent with those authorities granted under the Code, Section 2-8.2.7, Economic Stimulus Ordinance. Once approved, the County Mayor or County Mayor's designee will have the authority to exercise any rights of the County contained in the contract, including the authority to approve option to renew or exercise termination provisions.

BACKGROUND

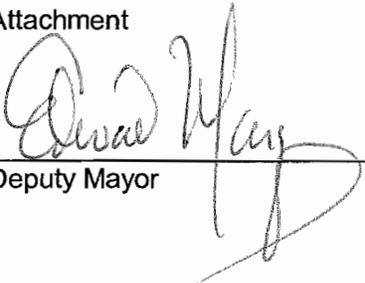
Law enforcement agencies within Miami-Dade County's geographic area currently use paper Arrest Forms (A-Forms) for processing all arrests completed within the County. The current paper-based arrest process results in operational inefficiencies among Miami-Dade criminal justice entities. The current processing of paper A-Forms prolongs law enforcement officers' time at correctional facilities, thereby reducing their availability to protect the community.

The Solution provided by Thinkstream, Inc. will provide for the automated collection and sharing of data that is currently prepared and processed manually. The Solution will make arrest information available at County correctional facilities prior to a law enforcement officer's arrival at the facilities with arrestees. This approach will expedite the booking process, incorporate workflows, and facilities data sharing and reporting across agencies.

The Solution and supporting infrastructure will reside and be maintained at the County's Regional Data Processing and Communication Center operated by ITD. The Solution will be used by all County law enforcement agencies, including those from municipalities, as well as other County and State agencies as the core electronic repository of arrest information. In addition to providing an automated system for completing A-Forms and acting as a data repository, it is also expected that County municipalities and justice partners may use the Solution to correlate various supporting documentation for investigative purposes, as well as for statistical and geo-spatial reporting of arrest-related information. A phased implementation approach will be followed to allow groups of law enforcement agencies to be deployed throughout the grant period with full deployment to occur no later than February 28, 2013.

The Miami-Dade County Association of Chiefs of Police (MDCACP) sponsored and approved the allocation for this project through the annual FDLE JAG grant process.

Attachment


Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: January 24, 2012

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(F)(6)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor

Agenda Item No. 8(F)(6)

Veto _____

1-24-12

Override _____

RESOLUTION NO. R-28-12

RESOLUTION RATIFYING THE COUNTY MAYOR'S OR COUNTY MAYOR'S DESIGNEE ACTIONS, AS AUTHORIZED BY SECTION 2-8.2.7 OF THE CODE OF MIAMI-DADE COUNTY, IN AWARDING AN AGREEMENT TO THINKSTREAM, INC. IN THE AMOUNT OF \$1,600,000 TO PURCHASE A STAFF SCHEDULING SOLUTION FOR THE MIAMI-DADE INFORMATION TECHNOLOGY DEPARTMENT, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY RIGHTS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies the actions of the County Mayor or County Mayor's Designee, as authorized by Section 2-8.2.7 of the Code of Miami-Dade County, in approving the selection of ThinkStream, Inc. and awarding a contract as attached hereto and made a part hereof, in the amount of \$1,600,000 for the purchase of a Prisoner Processing Arrest Form Automation Solution for the Miami-Dade County Information Technology Department, and authorizes the County Mayor or County Mayor's designee to exercise any rights contained therein.

The foregoing resolution was offered by Commissioner **Sally A. Heyman** who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman		aye	
Audrey M. Edmonson, Vice Chairwoman		aye	
Bruno A. Barreiro	aye	Lynda Bell	aye
Esteban L. Bovo, Jr.	aye	Jose "Pepe" Diaz	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Jean Monestime	aye	Dennis C. Moss	aye
Rebeca Sosa	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 24th day of January, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK



By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Oren Rosenthal

Memorandum



Date: August 5, 2011
To: Honorable Carlos A. Gimenez
Mayor
From: Amos C. Roundtree, CPSM
for
Miriam Singer, CPPO
Director
Department of Procurement Management
Subject: Recommendation for Approval of Award: Prisoner Processing Arrest Form Automation

RECOMMENDATION

It is recommended that the County Mayor award this contract to Thinkstream Inc. to provide a Prisoner Processing Arrest Form Automation Solution for the Miami-Dade County Enterprise Technology Services Department (ETSD), as authorized by Section 2-8.2.7 of the Code of Miami-Dade County, Economic Stimulus Ordinance.

CONTRACT NUMBER: RFP748
CONTRACT TITLE: PRISONER PROCESSING ARREST FORM AUTOMATION
TERM: 24 months with five, two year options-to-renew
APPROVAL TO ADVERTISE: December 20, 2010
METHOD OF AWARD: To the responsive and responsible proposer whose offer results in the best value to the County.
PREVIOUS CONTRACT AMOUNT: Not Applicable
CONTRACT AMOUNT: \$1,600,000
* If the County chooses to exercise the five, two year options-to-renew, the cumulative value will be \$ 3,600,000.

USING/MANAGING AGENCIES AND FUNDING SOURCES:

Department	Allocation	Funding Source	Contract Manager
Enterprise Technology Services Department	\$ 1,600,000	ARRA – Federal Funds	Felicia Gomez
Total	\$ 1,600,000		

DPM CONTRACTING OFFICER: Beth Goldsmith, Department of Procurement Management

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VENDOR(S) RECOMMENDED FOR AWARD:

Awardee	Address	Principal
Thinkstream Inc (Non-Local)	6146 Cresmount Drive Batonrouge , LA 70809	Barry Bellue Sr.

PERFORMANCE DATA: There are no performance issues with the recommended firm.

COMPLIANCE DATA: There are no compliance issues with the recommended firm.

VENDORS NOT RECOMMENDED FOR AWARD:

Proposer(s)	Reason for Not Recommending
Advanced Public Safety, Inc	Evaluation Scores/Ranking. These firms' offers were ranked lower than the recommended proposer.
Crowe Horwath LLP	
EMC Corp	
Imagesoft, Inc	
Iyetek, LLC	
Motorola Solutions	These firms' offers were deemed non-responsive by the County Attorney's Office (CAO). Copies of the CAO opinions are attached.
Total Computer Systems	

REVIEW COMMITTEE DATE: September 21, 2010

CONTRACT MEASURES: Not applicable due to funding source.

LIVING WAGE: The services being provided are not covered under the Living Wage Ordinance.

USER ACCESS PROGRAM: This contract does not include the 2% User Access Program provision due to the funding source.

LOCAL PREFERENCE: The Local Preference Ordinance was not applied due to funding source restrictions.

ESTIMATED CONTRACT COMMENCEMENT DATE: Upon approval by the County Mayor.

BACKGROUND

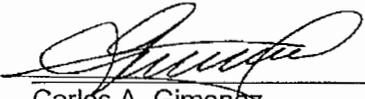
Law enforcement agencies within Miami-Dade County's geographic area currently use paper Arrest Forms (A-Form) for processing all arrests completed within the County. The current paper-based arrest

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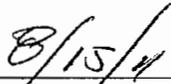
process results in operational inefficiencies among Miami-Dade criminal justice entities. Use of paper A-Forms prolongs law enforcement officers' time at correctional facilities in order to process forms, thereby reducing their availability to protect the community. A Prisoner Processing Arrest Form (A-Form) Automation Solution will make arrest information available at County correctional facilities prior to a law enforcement officer's arrival at the facilities with arrestees, expedite the booking process, incorporate workflows, and facilitate data sharing and reporting across agencies. The Miami-Dade County Association of Chiefs of Police (MDCACP) is the sponsor of this project, which is funded by the Florida Department of Law Enforcement (FDLE) Edward Byrne Memorial Justice Assistance Grant (JAG) Program under the American Recovery and Reinvestment Act (ARRA).

The A-Form Automation Solution (solution) provided by Thinkstream Inc. will provide a tool for the automated collection and sharing of data that is currently prepared and processed manually. The solution and supporting infrastructure will reside and be maintained at the County's Regional Data Processing and Communication Center, operated by the Enterprise Technology Services Department (ETSD). The solution will be used by all County law enforcement, including municipalities, as well as other County and State agencies as the core electronic repository of arrest information. In addition to providing an automated solution for completing A-Forms and acting as a data repository, it is also expected that County municipalities and justice partners may use the solution to correlate various supporting documentation for investigative purposes, as well as for statistical and geo-spatial reporting of arrest related information. A phased implementation approach will be followed to allow groups of law enforcement agencies to be deployed throughout the grant period with full deployment to occur no later than February 28, 2013.

Approved



Carlos A. Gimenez
Mayor



Date

Not Approved

Carlos A. Gimenez
Mayor

Date



Miami-Dade County Prisoner Processing Arrest Form Automation Solution

CONTRACT RFP No. 748

THIS SOFTWARE LICENSE, IMPLEMENTATION, INTEGRATION, MAINTENANCE, AND SUPPORT AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128 (HEREINAFTER REFERRED TO AS THE "COUNTY"), AND THINKSTREAM INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF LOUISIANA, HAVING ITS PRINCIPAL OFFICE AT 6146 CRESMOUNT DRIVE (HEREINAFTER REFERRED TO AS THE "CONTRACTOR").

WITNESSETH:

WHEREAS, the Contractor has offered to provide a Prisoner Processing Arrest Form Automation Solution (A-Form), that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 748 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated January 31, 2011, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such A-Form for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- (a) The term "A-Form" to mean the Arrest Form used by all Miami-Dade County arresting and justice agencies.
- (b) The term "ARRA" to mean the American Recovery and Reinvestment Act.
- (c) The term "Application Software" or "Licensed Software" to mean the license programs that will be used to perform the tasks specified in the Scope of Services.
- (d) Arresting agencies to mean any agency that has the authority of arresting an individual or completing an A-Form.
- (e) The terms "Contractor" or "Consultant" or "Vendor" to mean the Proposer who receives any award of a Contract from the County as a result of this Solicitation, which is also to be known as "the prime Contractor" or "the prime Consultant."



- (f) The term "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
- (g) The term "County Computer Network" to mean everything associated with providing Wide Area Network services, Local Area Network services and wireless services, including all servers and applications.
- (h) The term "Days" to mean calendar days.
- (i) The term "Deliverables" to mean the tangible work product submitted by the Contractor to the County.
- (j) The term "Enterprise License" or "Licensed Software" to mean licensing covering all Miami-Dade County arresting and justice agencies, and authorized contractors, and its citizens.
- (k) The terms "Enterprise Technology Services Department" or "ETSD" to mean Miami-Dade County's central information technology department.
- (l) The term "Hardware" to mean the hardware infrastructure in which the Licensed Software must be able to operate.
- (m) The term "FDLE" to mean the Florida Department of Law Enforcement.
- (n) The term "Final Acceptance" to mean the successful completion of the Hardware Functionality, Population of Tables, Module Functionality, Integration, System Reliability Testing and User Acceptance Testing which demonstrate that all System functions are operational and perform as required by Appendix A: Scope of Services of this Contract.
- (o) The term "GoLive" or "GoLive Date" to mean the date on which the delivered System is used in a production environment.
- (p) The term "JAG" to mean the Justice Assistance Grant (JAG).
- (q) The term "Justice Agencies" to mean agencies that may have access to the A-Form such as, but not limited to, the Clerk of Courts (COC), State Attorney's Office (SAO), Public Defender's Office (PDO), Administrative Office of the Courts (AOC), Miami-Dade Corrections and Rehabilitation (MDCR), Juvenile Services Department (JSD).
- (r) The term "Maintenance" to mean keeping the Licensed Software in a condition so that it operates as set forth in the documentation and in conformity to Appendix A: Scope of Services of this Contract.
- (s) The term "MDCACP" to mean the Miami-Dade County Association of Chiefs of Police.
- (t) The term "Module" to mean a distinct component of the "Licensed Software."
- (u) The terms "Scope of Services" or "Scope of Work" or "Statement of Work" to mean Appendix A: Scope of Services of this Contract, which details the work to be performed by the Contractor or Subcontractor.
- (v) The term "Solicitation" to mean Request for Proposal No. 748 (RFP748) document and all associated addenda and attachments.
- (w) The terms "Subcontractor" or "Sub-consultant" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Work or Services to the County, whether directly or indirectly, on behalf of the Contractor.
- (x) The term "System" or "Solution" to mean the total complement of hardware, software, goods and services, peripherals and all other items, tangible and intangible, designed to operate as an integrated group.



- (y) The term "System Administrator" to mean the County person responsible for monitoring of hosted enterprise application for multiple agencies within a 7x24 operational environment, perform research for troubleshooting issues reported by application users, escalate problems to vendors as required, work with technical team and take appropriate actions to assure appropriate and prompt solutions to application problems, provide assistance and functional support for the testing and implementation of application releases and patches, manage customer expectations, and facilitate communication and contribute to customer satisfaction of implementation.
- (z) The term "Third-Party" to mean any company or subcontractor, other than the Contractor, who will provide software, and/or services in order to fulfill the requirements of Appendix A: Scope of Services of this Contract.
- (aa) The term "User" to mean any County law enforcement arresting or justice agency (includes municipalities) or any other legally authorized arresting entity accessing the Licensed Software, as well as other County and State agencies and staff involved in the issuance, processing, record keeping or administration of arrest information.
- (bb) The term "Warranty Period" to mean the period beginning with Final Acceptance of the System and continuing for 12 months (one year).
- (cc) The terms "Work," "Services," "Program," "Project," or "Engagement" to mean all matters and things that will be required to be done by the Contractor in accordance with Appendix A: Scope of Services of this Contract and its terms and conditions.
- (dd) The term "GIS" to mean the Geographic Information System.
- (ee) The term "CJIS" to mean the Criminal Justice Information System.
- (ff) The term "ECM" to mean the Enterprise Content Management system.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) Addendum 1 Agreement for Goods and Services Funded by U.S. Federal Grant, 3) the Scope of Services (Appendix A), 4) the Price Schedule (Appendix B), 5) the Contractor's Proposal, and 6) the Miami-Dade County's RFP No. 748 and any associated addenda and attachments thereof.

ARTICLE 3. RULES OF INTERPRETATION

3.1 References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

3.2 Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

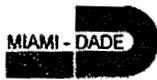
3.3 The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

3.4 The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

4.1 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement,

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and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

4.2 The Contractor shall provide the services set forth in Appendix A, "Scope of Services" attached hereto, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

4.3 Both parties acknowledge that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the parties shall perform the same as though they were specifically mentioned, described and delineated.

4.4 The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager(s).

4.5 The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding Appendix A, "Scope of Services." The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees, where feasible, practical, and in line with Contractor's implementation policies and procedures, to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

5.1 The Agreement shall become effective on the date that it is signed by the County or the Contractor, whichever is later and shall continue through the last day of the 24th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for five additional two (2) year terms, for a maximum total of twelve (12) years.

5.2 Extension. The County also reserves the right to exercise its option to extend this Agreement for up to one hundred-eighty (180) calendar days beyond the current Agreement period or beyond any of the renewals.

5.3 Notification. The County will notify the Contractor in writing of the extension. This Agreement may be further extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. SOFTWARE GRANT OF RIGHTS

6.1 Licenses. Expressly subject to the terms and conditions of this Agreement, and the full payment of the Fees for each license as stated on Appendix B Form, "Price Schedule" attached hereto, Contractor hereby grants County, the following enterprise, perpetual, non-exclusive, irrevocable, nontransferable, and non-assignable licenses to use the products listed in Appendix B Form, "Price Schedule", in object code for any purpose not expressly forbidden by the terms hereof, and to use the Licensed Software on multiple processors utilized by the County or entities affiliated with the County, at no additional licensing fee. Such Licensed Software shall include but not be limited to the unrestricted right of the County to provide Licensed Software including the object code thereto, the Documentation and Programs therefore, to any authorized person(s) or entity(ies) for their use in connection with providing goods and/or services to the County.

6.2 Additional Licenses. During the term of the Agreement, should the County wish to purchase additional licenses from the Contractor, the fees shall be according to Appendix B Form, "Price Schedule". All additional licenses purchased shall be documented in writing by the Contractor and amended in Appendix B Form, "Price Schedule" if applicable.



Maintenance and support for any additional licenses purchased will be coterminous with the maintenance and support payment schedule of the original software purchased under this Agreement.

6.3 The Contractor shall provide the County with documentation, including for Third-Party software, satisfactory to the County, confirming that the Contractor has acquired on the County's behalf all software licenses required hereunder.

6.4 Third Party Software. The Contractor shall, at its own expense, secure and administer for the County, and grant to the County, in the County's name, any and all necessary sublicenses or direct licenses for the third-party software, which shall be perpetual, non-exclusive, irrevocable to use the third-party software, in object code form for any purpose not expressly forbidden by the terms hereof. The Contractor shall secure such sublicenses and direct licenses upon the same terms and conditions as the license between the Contractor and the County contained herein and additional terms and conditions that are mutually agreed upon between the County and the Contractor.

The terms and conditions of such sublicense agreements, at a minimum, shall include, but not be limited to the right of the County: (i) to make multiple copies of the third-party software, including the object code thereof and the Documentation and Programs; (ii) to use the third-party software on multiple processors utilized by the County or entities affiliated with the County, at no additional licensing fee; and, (iii) to maintain and modify the third-party software without restriction.

6.5 Web Based Applications for Municipalities: County may serve web based applications hosted by Miami-Dade County ETSD to arresting and justice agencies within Miami-Dade County

6.6 As used above, "irrevocable" shall include, but not limited to, the right of the County to continue using the Contractor's Licensed Software or third-party software irrespective of any breach or default pursuant to the terms hereof.

6.7 The County will only use the Licensed Software on the Hardware configuration and architecture approved by the County irrespective of the number of equipment configuration(s) controlled by the County upon which the Licensed Software is used, the County shall pay only one license fee, which license fee is set forth herein, provided however that the County orders such Licensed Software for the clients is for the use of the County with no implied rights to distribute beyond a reasonable use for County functions. Following the Contractor's written authorization, all Licensed Software may be copied, in whole or in part, only for use on the specified hardware configuration.

6.8 The County shall not allow the Licensed Software, Third-Party Software or any portion thereof to be reversed compiled, disassembled or in any way altered, without prior authorization of the Contractor. The County shall not modify any Licensed Software or Third-Party Software in machine-readable form nor merge such Licensed Software or Third-Party Software with other software programs unless mutually agreed upon. The County may customize Documentation and on-line help files, and Contractor will be responsible for their maintenance.

6.9 The County agrees that, in accordance with Article 50, "Proprietary Information" of this Agreement, all Documentation contains Contractor proprietary information, use of which is limited by the licenses granted in this Contract. The County will not disclose or otherwise make available, except as required by law, any Documentation in any form to any third-party except to the State and County employees, or agents directly concerned with licensed use of the Documentation. Subject to the limitations of this Article, the County may make additional copies of the Documentation.

ARTICLE 7. DELIVERY AND ACCEPTANCE

7.1 Application Software. The Contractor shall deliver to the County a master copy of the Software licensed hereunder in object code form, suitable for reproduction, in electronic files only, and that will be used to perform the tasks specified in Appendix A, "Scope of Services."

7.2 Documentation. The Contractor shall deliver copies of the associated Documentation to the County in an electronic format. The Licensed Software-related Documentation ("Documentation") will consist of any and all operator's and user's manuals, training materials, guides, listings, design documents, specifications, flow charts, data flow diagrams, commentary, and other materials and documents that explain the performance, function or operation of individual programs and the interaction of programs within the A-Form solution control file and scripts used to compile, link, load

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and/or make the application and system; test scripts, test plans and test data and other materials for use in conjunction with the applicable software, including on-line documentation within the Application Software. The Documentation will in all cases be fully applicable to the use of the Licensed Software with the County's Hardware, and will identify and reflect any particular features of the Hardware which may affect the normal use and operation of the Licensed Software. The Contractor shall deliver to the County one (1) print copy of said Documentation and one (1) electronic copy. The County will have the right, as part of the license granted herein, to make as many additional copies of the Documentation as it may deem necessary and to post the documentation on the Internet to arresting and justice agencies within Miami-Dade County, providing such posting is accessible only to authorized staff.

7.3 Acceptance. The Services, and Licensed Software shall be deemed "Accepted" when: the County's Final Acceptance is satisfactorily completed with no critical or major defects and the County delivers a signed Appendix C, "Acceptance Criteria" or similar statement to Contractor accepting all Deliverables from Contractor under this Agreement.

ARTICLE 8. OPERATING ENVIRONMENT FOR INFORMATION SYSTEMS

Contractor acknowledges that the Licensed Software including future upgrades, and each module or component and function thereof, will be implemented and will operate fully and correctly on the County approved Hardware and meet ETSD hosting requirements. The Contractor further warrants and represents that the Licensed Software, and Deliverables combined will perform and continuously attain the standards identified in the applicable section of this Agreement, including but not limited to the performance standards set forth in Appendix A, "Scope of Services", and Contractor's Proposal. Contractor will perform a Network and Transaction Load Test as specified in Article 33, "Tests." Upon successful completion of the Network and Transaction Load Test, the Contractor will stipulate in writing and present as a deliverable the fact that the County Operating Environment is adequate to support the Licensed Software. The County will notify the Contractor regarding the addition or connection of other computer equipment and/or software, supplied by a company other than the Contractor, to the County's Equipment to determine that it will not adversely affect the operation and performance of the System.

ARTICLE 9. SOFTWARE REVISIONS

With the Contractor's prior approval, which approval will not be unreasonably withheld, the County will have the right, to independently modify any Licensed Software through the services of County employees, agents, contractors or subcontractors and, for such purposes, may disclose the Licensed Software, or any portion thereof, to such employees, agents, contractors or subcontractors. As between the County and the Contractor, such modifications shall become the property of the County. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Contractor's warranty obligations as set forth in Article 32, "Warranties."

ARTICLE 10. SOFTWARE ENHANCEMENTS/MODIFICATIONS

10.1 Error Corrections and Updates. The Contractor will provide the County with error corrections, bug fixes, patches or other updates to the Software licensed hereunder in object code form to the extent available in accordance with the Contractor's release schedule for the term of this Agreement.

10.2 Software Enhancements or Modifications. The County may, from time to time, request that the Contractor incorporate certain features, enhancements or modifications into the Licensed Software. Upon the County's request for such enhancements/modifications, the Contractor shall prepare a Statement of Work ("SOW") for the specific Project that shall define in detail the Services to be performed. The Contractor shall submit a cost proposal including all costs pertaining to furnishing the County with the enhancements/modifications.

- i. After the SOW has been accepted a detailed requirements and detailed design document shall be submitted by the Contractor illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project Schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Contractor's warranty obligations.



- ii. The Contractor shall, upon the County's request, install the enhancements/modifications and shall provide the County with such services as required, at no additional cost, to enable the County to continue the County's intended use of the Licensed Software.
- iii. Following the County's acceptance of all enhancements/modifications, such enhancements/modifications shall thereafter be considered a part of the Licensed Software for all purposes under this Agreement. The Contractor shall provide the County, if so requested with written confirmation of the date the enhancements/modifications were applied to the Licensed Software, and any and all Documentation relating to the Licensed Software and or enhancements/modifications thereto.
- iv. If any such enhancements/modifications are not acceptable to the County, the County shall allow the Contractor up to thirty (30) days to bring the enhancements/modifications into compliance with the conditions outlined in the detailed requirements and design document. If, at the end of the thirty (30) day period, the Contractor is unable to comply with the detailed requirements and design document, then the County may refuse to accept same, and, in such event, the Contractor agrees to maintain the Licensed Software in the form in effect on the date the Contractor requested the County to accept such update.
- v. Title to Modifications. All such error corrections, bug fixes, patches, updates or new releases shall be the sole property of the Contractor.
- vi. Contractor shall modify at no cost to the County the Licensed Software and comply with any present or future legally mandated requests within statutory deadlines that may fall outside the Contractor's release schedule.

ARTICLE 11. SUPPORT AND MAINTENANCE SERVICES

11.1 Contractor Obligations. For so long as the County purchases software, maintenance, and support services, the Contractor shall furnish to the County, at no additional cost to the County, and provided that the County elects to install same, all Application Software replacements, substitutions, upgrades, enhancements, new releases or new versions (including all debugging codes for the Application Software offered to its customers generally), and associated Documentation. These Application Software replacements, subscriptions, upgrades, enhancements, new releases or new versions shall be furnished at no additional cost to the County unless they contain only functions that are wholly outside of the A-Form Solution, performance, capacity or response time as described in Appendix A, "Scope of Services" and shall comply with Article 12, "Functionally Equivalent Software" herein. The County understands that all releases must be installed separately and that new enhancements, and some bug fixes, are not made available without accepting such releases. These Application Software replacements, subscriptions, upgrades, enhancements, new releases or new versions will include, at no additional charge to the County, all County profiles and configurations.

The A-Form Solution can be upgraded centrally over the network. The A-Form Solution allows new software releases or interim patches to be installed and configured remotely so that upon user login at each workstation or laptop, a message is displayed to download the upgrade or patch. County shall notify Contractor before installing new software releases or interim patches to third party products that interface with Licensed Software.

The support and maintenance services listed in this Article 11.1 include all items listed in Appendix B and any future Licensed Software purchased under this Agreement. The granting of rights of use and the delivery of the relevant license files for all minor, medium and major upgrades shall be limited to the number and type of products for which this Agreement has been concluded.

Contractor is responsible for certifying that the software functions on the Hardware specifications as outlined in Appendix A, "Scope of Services."

11.2 Warranty. The Contractor will supply an all-inclusive one (1)-year warranty on all purchased Licensed Software. The warranty for the Licensed Software will commence at Final Acceptance. All provisions of Article 11 herein will apply during the warranty period. Contractor will offer an annual maintenance/service agreement on the Licensed Software to



begin at the conclusion of the warranty period and be available on an annual renewable basis for the life of this Agreement.

11.3 Third-Party Maintenance. Contractor will assume responsibility for continuing support services for all Third-Party Software covered under this Agreement.

11.4 Site Manager. During planning and implementation, as well as for the duration of this Agreement, the Contractor will provide a Site Manager and backup, who will be the first and primary point of contact for all issues, support and otherwise, affecting the County. The Site Manager will facilitate weekly or as needed conference calls with County staff to review and resolve any open issues and will be authorized by the Contractor to bring in appropriate Contractor staff to resolve all open issues. The Site Manager will be the primary point of contact for the County and will be able to escalate all technical issues when necessary.

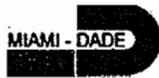
11.5 Telephone Support. For the term of this Agreement, Contractor shall provide unlimited telephone support for both technical and functional assistance, enhancements and upgrades to the Licensed Software and Documentation or any other issues that the County deems necessary. Telephone support shall be provided in the following manner: Queries for specific technical problems and failures are possible at any time. For this purpose, the County will contact the Site Manager or the Contractor's Help Desk.

11.6 Service Response Plan

- a. Phone Support. Contractor will provide unlimited live telephone support via Contractor's toll-free number (855) 339-9417. Live telephone support will be available 8:00 a.m. to 5:00 p.m., Monday through Friday, Eastern Time.
- b. Severity 1 = Critical. For after hours support, Contractor will provide support via Contractor's toll free number (855) 339-9417, 24 hours a day, 7 days a week, including holidays.
- c. Severity 2 = Urgent. For after hours support, Contractor will provide support via Contractor's toll free number (855) 339-9417 24 hours a day, 7 days a week, including holidays.
- d. Incident reporting and tracking will be available online or by e-mail 24 hours a day.
- e. Contractor will remotely connect to the County's network via methods currently approved by ETSD.
- f. County shall perform preventive maintenance to the enterprise shared services infrastructure hosting the A-Form solution according to the manufacturer's recommended schedule for hardware. Maintenance will be performed only if required and if also recommended by the Contractor in order to ensure that problems are detected and corrected before they affect performance and that all components are adjusted for optimum performance. County will perform preventive maintenance on databases and Licensed Software on an agreed upon mutually beneficial schedule, with prior notification to the Contractor, to ensure that the A-Form solution is running at optimal performance.
- g. While the expectation is that the Licensed Software will normally be serviced by the Contractor remotely, the Contractor understands that should any problems or issues be unable to be resolved remotely, the Contractor would be expected to provide on-site service at no additional cost to the County.

The County acknowledges and understands that the Contractor's ability to respond within the times listed in the table below is dependent on the County's fulfillment of its obligation to provide remote access. Response time targets are measured from receipt of first notification by telephone or e-mail to the Contractor via the toll-free number (855) 339-9417.

Regular Hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time.



Severity	Definition	Response Time	Resolution Time	Status Frequency Update
1=Critical	A major component of the System, whether hardware or software, is in a non-responsive state and severely affects County's productivity or operations. A high impact problem which affects the County.	One (1) Hour	Four (4) Hours	One (1) Hour
2=Urgent	Any component failure or loss of functionality not covered in Severity 1, which is hindering operations, such as, but not limited to: excessively slow response time; functionality degradation; error messages; backup problems; or issues affecting the use of a module or the data.	Two (2) Hours	Eight (8) Hours	Two (2) Hours
3=Important	Lesser issues, questions, or items that minimally impact operations or require a work around.	4 hours	Seventy two (72) Hours	Four (4) Hours
4=Minor	Issues, questions, or items that do not impact operations. Issues that can easily be scheduled such as an upgrade or patch.	24 hours	One (1) Month for an acceptable work around until final resolution	Weekly Status Call

11.7 E-mail Support. For the term of this Agreement, Contractor shall provide support via e-mail or phone. The error and priority levels set forth in clause 11.6 above and the response times indicated therein are applicable.

11.8 Escalation Process. The County shall have the names, phone, e-mail, pager or cell number of the Site Manager or designee that the County can contact to escalate any critical issues that have not been resolved according to the resolution times specified in 11.6 herein.

The County and Contractor shall adhere to the deficiency resolution process described below.

Severity Level 1:

Contractor shall acknowledge Severity Level 1 incident provided via phone or e-mail within one hour from the time that the incident was placed. In addition, Contractor shall promptly initiate the following procedures:

- i. assign a senior Help Desk team member to diagnose and determine the course of action to resolve the error, including, as necessary, escalation of the Severity Level 1 error to any available resources within Contractor, such as senior support staff, system engineers, Contractor's management; and
- ii. provide ongoing communication on the status of the corrections; commence to develop a workaround or a fix and provide continuous effort until such workaround or fix is available (Contractor will exercise best efforts to resolve the Severity Level 1 incident within four (4) hours); and
- iii. Contractor will provide hourly updates to the County of the Severity Level 1 incident being assigned to the Help Desk team for diagnosis; the County may contact Contractor personnel to inquire about the status of

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a resolution of the Severity 1 Incident.

2. Contractor shall provide the best level of effort to correct any Severity Level 1 deficiency. If a deficiency cannot be corrected within specified time as described above, Contractor will communicate with the County's System Administrator, or his/her designee, and provide an estimated time for completing the correction. The parties will jointly cooperate during this period of time.
3. In the event the deficiency cannot be corrected within the estimated time, Contractor will immediately notify the County's System Administrator, or his/her designee, and the parties will work together to define an updated estimate for the time needed for correction.
4. This process will be repeated until the correction is approved by the County's System Administrator.

Severity Level 2

1. Contractor shall provide the best level of effort to correct any Severity Level 2 deficiency. If the deficiency cannot be corrected within specified time, as described above, Contractor will communicate with the County's System Administrator, or his/ her designee, and provide an estimated time for completing the correction. The parties will jointly cooperate during this period of time.
2. In the event the deficiency cannot be corrected within the estimated time, Contractor will immediately notify the County's System Administrator, or his/ her designee, and the parties will work together to define an updated estimate for the time needed for correction.
3. Contractor will provide updates every two (2) hours to the County of the Severity Level 2 incident being assigned to the Help Desk team for diagnosis, the County may contact Contractor personnel to inquire about the status of a resolution of the Severity 2 incident
4. This process will be repeated until the correction is approved by the County's System Administrator.

Severity Level 3:

1. Contractor shall provide the best level of effort to correct any Severity Level 3 deficiency. If the deficiency cannot be corrected within specified time, as described above, Contractor will communicate with the County's System Administrator and provide an estimated time for completing the correction. The parties will jointly cooperate during this period of time.
2. In the event the deficiency cannot be corrected within the estimated time, Contractor will immediately notify the County's System Administrator and the parties will work together to define an updated estimate for the time needed for correction.
3. This process will be repeated until the correction is approved by the County's System Administrator.

Severity Level 4:

1. Contractor shall upon identification or notification by the County's System Administrator, correct all Severity Level 4 deficiency(ies) by the earlier of (a) the next Version Release or (b) six (6) months from the County's report of such deficiency to Contractor. Contractor will provide a work around as defined in the table above.
2. This process will be repeated until the correction is approved by the County's System Administrator.

11.9 In the event that Contractor fails to resolve any issue with regards to Severity 1, 2,3 or 4, the County, at its option, may hold Contractor in default as per Article 40, "Event of Default" and Article 41,"Notice of Default- Opportunity to Cure/Termination" and Article 42, "Remedies in the Event of Default."



11.10 Contractor and the County will mutually agree upon a schedule for implementing Licensed Software updates. All mandatory Licensed Software updates must be installed within six (6) months of their release to guarantee proper program performance and continued support. Failure, in whole and without cause, by the County to install Licensed Software updates within the six (6) month time frame may result in the increase of program service and maintenance fees where appropriate.

11.11 Payments. Any and all support and maintenance services under this Agreement, including any optional services exercised, shall be compensated for by means of an annual flat rate. The fees are due for payment annually in advance upon invoicing by Contractor as set forth in Appendix B Forms, "Price Schedule."

11.12 Severity Level 1 Performance Penalty. Contractor's failure to meet the response time, resolution time, and/or status frequency updates will result in a penalty of five hundred dollars (\$500.00) per day for each day, or portion thereof, the Severity Level 1 deficiency(ies) continues beyond the timeframe required for resolution thereof under Article 11.6 of this Agreement.

11.13 Severity Level 2 Performance Penalty. Contractor's failure to meet the response time, resolution time, and/or status frequency updates will result in a penalty of three hundred dollars (\$300.00) per day for each day, or portion thereof, the Severity Level 2 deficiency(ies) continues beyond the timeframe required for resolution thereof under Article 11.6 of this Agreement.

11.14 If during any calendar month, three (3) or more Levels 1 and/or 2 deficiencies occur, then County may, in its sole discretion, assess a penalty in an amount equal to one third (1/3) of the prorated monthly maintenance fees.

ARTICLE 12. FUNCTIONALLY EQUIVALENT SOFTWARE

For as long as the County remains current on Support and/or the service fees for the Licensed Software, the Contractor is obligated to provide maintenance and support pursuant to the Agreement. In the event that Contractor should wish to discontinue maintenance and support of the then current version of the Licensed Software as set-forth in Appendix A, "Scope of Services" or any amendment thereto, and as long as the County is current on Support, Contractor shall be required to provide to the County, free of charge, and with reasonable time to allow for uninterrupted use by the County, a new version of the software, if one is generally made available to all Contractor customers of the Licensed Software current on Support, which shall replace the previous version and perform the functions described in Appendix A, "Scope of Services" or any amendment thereto, and to support and maintain such new version of the Licensed Software for the balance of the term of this Agreement without additional costs to the County, other than the payment of applicable Support fees.

In the case that Contractor is providing Support of the then current version of the Licensed Software being used by the County, Contractor shall only provide any new version of the Licensed Software if the County is current on Support and there are no outstanding account receivables and the new Licensed Software is generally made available to all Contractor's customers current on Support. Any Licensed Software that includes additional functionality or modules that the County wishes to use may require additional fees which fees shall be mutually agreed upon in writing by the parties herein.

In the event of a conflict between this Article 12 and any other Articles contained within this Agreement, this Article 12 will prevail.

ARTICLE 13. PRICING

Except as otherwise set forth in this Agreement, prices shall remain as stated in this Agreement for the initial two (2) year term of the Contract, and option to renew or extension period, as described in Appendix B Forms, "Price Schedules." However, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

Contractor agrees that any renewal of the Services after the expiration of the last option to renew year, either through the extension of this Agreement or the issuance of a replacement Agreement, will be at a price not to exceed a four (4) percent per annum escalation over the previous year's actual hourly rate/price/fees specified or paid.



ARTICLE 14. U.S. FEDERAL GRANT CONTRACTING REQUIREMENTS

This contract is funded by a U.S. Federal Grant requiring compliance by Contractor to specific terms and conditions as incorporated as Addendum No. 1 to the Agreement.

ARTICLE 15. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) To the County Project Manager for each area:

Miami-Dade County
Enterprise Technology Services Department
5680 S.W. 87 Ave.
Miami, FL 33173

Attention: Felicia Gomez
Phone: 305-596-8336
Fax: 305-596-8769
E-mail: gom@miamidade.gov

and to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974

Attention: Beth Goldsmith
Phone: (305) 375- 4417
Fax: (305) 375- 5688
E-Mail: bjgoldsm@miamidade.gov

(2) To the Contractor:

Thinkstream Inc.
6146 Crestmount Drive
Baton Rouge, LA 70769

Attention: Paul San Soucie
Phone: (225) 291-5440
Fax: (225) 291-9141
E-mail: paufs@thinkstream.com

Either party may at any time designate a different address and/or contact person by giving written notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 16. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in accordance with



Appendix B Forms, "Price Schedule." The County shall have no obligation to pay the Contractor any additional sum in excess of what is stated in Appendix B Form, "Price Schedule", except for a change and/or modification to the Contract and/or Scope of Services, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

16.1 License Fee. In consideration of the license rights granted in Article 6 above, the County shall pay the applicable Software License Fees or other consideration for the Licensed Software and Documentation as set forth on Appendix B Form, "Price Schedule." All amounts payable hereunder by the County shall be payable on an annual basis or as they become due. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

16.2 Professional Services. County agrees to pay to Contractor the amounts set forth in this Agreement for the implementation and related costs thereof associated with the completion of the work detailed in Appendix B Forms, "Price Schedule."

16.3 Fixed Pricing. Prices shall be in accordance with Article 13, "Pricing"; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof

16.4 Data Extraction. Should it be necessary, the County can extract its data at any time at no additional cost to the County.

16.5 Invoices. All invoices issued by the Contractor, shall be supported by receipt bills or other documents reasonably required by the County. Invoices shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County shall be thirty (30) days from receipt of a proper invoice. All payments due from the County and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or the arbitrator, not later than sixty (60) days after the date on which the proper invoice was received by the County.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Enterprise Technology Services Department
5680 S.W. 87 Ave.
Miami, FL 33173
Attention: Accounts Payable

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

16.6 Payment Schedule. Payments will be made upon the completion of the Milestones set forth below as documented in the Acceptance Forms in Appendix C, in accordance with Section 7.3 "Acceptance", and the Payment Schedule listed below. The Statement of Work deliverables for the Tasks associated with Milestones 1, 2, 3, 4, 5, 6, 7, and 8 are detailed in Appendix A, "Scope of Services".

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Payment Schedule

Milestone	Conditions	Total Amount Due
Milestone 1 – Statement of Work Task 1: Charter, Task 2: Gap Analysis County and State, Task 3: Gap Analysis Law Enforcement.	Payment is contingent on County sign off.	\$ 141,300.00
Milestone 2 – Statement of Work Task 4: System Design, Task 5: Test Tool, Task 6: Web Services Integrator Customization, Task 7: Customization of A-Form, Task 8: Customization of Case Management Application, Task 9: Customization of Reporting.	Customization of components. Payment is contingent on customizations working according to functional requirements in Attachment 1 of RFP 748 and findings of Milestone 1.	\$ 224,450.00
Milestone 3 - Statement of Work Task 10: Deploy Hub in Test and Staging, Task 11: Deploy Case Management Application in Test and Staging, Task 12: Deploy Mobile Arrest Reporting Application in Test and Staging, Task 13: Deploy Web Services Integrator in Test and Staging, Task 14: Unit Testing, Task 15: Initial User Acceptance Testing, Task 16: Stress and Capacity Testing in Staging.	Installation and testing of components in Test and Staging environments with sample agencies. Thinkstream must demonstrate working Interfaces to CJIS, SAO, GIS, ECM, COC, PDO, and Miami-Dade Police Department (MDPD). In addition, demonstrate results of searching disparate data sources and displaying results in application. Payment is contingent on Thinkstream having no Severity 1 or 2 issues for 14 consecutive days as a result of this Milestone.	\$ 224,450.00
Milestone 4 - Statement of Work Task 17: Deploy Hub, Integrators and Case Management in Production, Task 18: Deploy Mobile Arrest Reporting Application in Production, Task 19: Stress and Capacity Testing in Production, Task 20: Final User Acceptance, Task 21: Training and Deployment for MDCR, JSD, Aventura, MDPD-Intracoastal, MDPD-South District, West Miami, City of Miami (one district) or replacement if a particular agency is not available.	Installation and testing of components in Production environment with selected agencies. Thinkstream must demonstrate working Interfaces to CJIS, SAO, GIS, ECM, COC, PDO, and MDPD. In addition, demonstrate results of searching disparate data sources and displaying results in application. Payment is contingent on Thinkstream having no Severity 1 or 2 issues for 14 consecutive days as a result of this Milestone.	\$ 282,600.00
Milestone 5 - Statement of Work Tasks 19, 20, and 21: Production implementation of first half of arresting agencies that do not have an automated A-Form. Any issues that arise out of this Milestone may require regression	Payment is contingent on Thinkstream having no Severity 1 or 2 issues for 14 consecutive days as a result of this Milestone. If after 30 days from beginning of this Milestone, agencies are not ready to be trained and deployed, the Milestone is	\$ 116,300.00

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testing of previous milestones, re-deployment of components and/or stress and capacity testing.	considered complete.	
Milestone 6 - Statement of Work Tasks 19, 20, and 21: Production implementation of remaining arresting agencies that do not have an automated A-Form. Any issues that arise out of this Milestone may require regression testing of previous milestones, re-deployment of components and/or stress and capacity testing.	Payment is contingent on Thinkstream having no Severity 1 or 2 issues for 14 consecutive days as a result of this Milestone. If after 30 days from beginning of this Milestone, agencies are not ready to be trained and deployed, the Milestone is considered complete.	\$ 116,300.00
Milestone 7 - Statement of Work Tasks 19, 20 and 21: Production implementation of arresting agencies that have an automated A-Form. <i>The County reserves the right to implement this milestone in the same manner as Milestones 5 and 6.</i>	Payment is contingent on Thinkstream having no Severity 1 or 2 issues for 14 consecutive days as a result of this Milestone. If after 30 days from beginning of this Milestone, agencies are not ready to be trained and deployed, the Milestone is considered complete.	\$ 116,300.00
Milestone 8 – Statement of Work Task 20, Final User Acceptance Testing.	Payment is contingent on Thinkstream having no Severity 1 or 2 issues for 14 consecutive days as a result of this Milestone.	\$ 116,300.00
Grand Total		\$ 1,338,000.00

ARTICLE 17. METHOD AND TIMES OF PAYMENT

For Services not covered by Section 16.6 of this Agreement, the Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B Forms, "Price Schedule." All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.



ARTICLE 18. PURCHASE OF OTHER ITEMS NOT LISTED BASED ON PRICE QUOTES

While the County has listed all major items on the solicitation which are utilized by Miami-Dade County in conjunction with its operations, there may be ancillary items that must be purchased by the County during the term of this Agreement. Under these circumstances, a County representative will contact the primary vendor to obtain a price quote for the ancillary items for those items that are not listed in Appendix B Forms, "Price Schedule." The County reserves the right to award these ancillary items to the primary contract vendor, another contract vendor based on the lowest price quote or to bid the items through a separate solicitation. For the purchase of additional products and services listed in any of the Appendix B Forms, "Price Schedule", such purchase(s) will be governed by the terms and conditions of this Agreement.

ARTICLE 19. INDEMNIFICATION AND INSURANCE

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

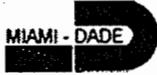
The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: MIAMI-DADE COUNTY RFP NUMBER AND TITLE OF RFP MUST APPEAR ON EACH CERTIFICATE.



CERTIFICATE HOLDER MUST READ:

**MIAMI-DADE COUNTY
111 NW 1ST STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 20. MANNER OF PERFORMANCE

20.1 The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel, including subcontractors employees, if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position. The Contractor agrees that such removal of any of its employees, including subcontractors, does not require the termination or demotion of any employee or subcontractor by the Contractor.

20.2 The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

20.3 The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

20.4 The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

20.5 The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and



regulations that are applicable to the performance of this Agreement.

ARTICLE 21. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 22. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 23. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

23.1 The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

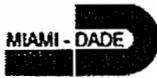
23.2 The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

23.3 The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the County's Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

23.4 In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.

23.5 The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others,

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which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, the County and the Contractor reserve the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 24. MUTUAL OBLIGATIONS

24.1 This Agreement, including attachments and Appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

24.2 Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third-party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

24.3 In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 25. DELIVERY AND INSTALLATION

25.1 All Licensed Software, and/or Deliverables the County ordered shall be delivered F.O.B. inside delivery destination, freight, prepaid and allowed.

25.2 If the Contractor fails to make delivery within the time specified in the applicable Work Order, or if the Licensed Software and/or Deliverable delivered fails to conform to the requirements hereof in quality, number or otherwise or are found to be defective in material or workmanship, then the County may reject the delivered Licensed Software, and/or Deliverable or may accept any item of Licensed Software, and/or Deliverable and reject the balance of the delivered Licensed Software, and/or Deliverable. The County shall notify Contractor of such rejection in writing and specify in such notice, the reasons for such rejection. Contractor agrees to deliver replacement Licensed Software, and/or Deliverables for such items of rejected Deliverables, and/or Licensed Software within fifteen (15) Days of Contractor's receipt of the County's rejection notice.

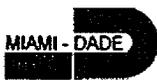
25.3 The County may delay delivery of ordered Licensed Software, and/or Deliverables or any portion thereof, for up to sixty (60) days at no additional cost to the County, by giving written notice to the Contractor of its desire to delay delivery at least ten (10) days prior to the Scheduled Delivery Date set forth in the Order. In the event of such delay, the County will provide the Contractor with a new delivery date for such Licensed Software and/or Deliverables or portion thereof as soon as reasonably possible, but in no event later than ten (10) Days following the notice of the County's desire to delay delivery.

25.4 The Contractor shall deliver all ordered Licensed Software and/or Deliverables no later than thirty (30) days from the order date.

25.5 The Contractor shall bear the risk of loss or damage to delivered Licensed Software and/or Deliverables until the time the Project Manager certifies that the System(s) has successfully completed the Final Acceptance tests, whether such loss or damage arises from acts or omissions (whether negligent or not) of the Contractor or the County or from any other cause whatsoever, except loss or damage arising solely from the negligence or willful acts of the County.

25.6 All installation work will be performed during normal business hours. Contractor shall diligently pursue and complete

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such installation without interruption and in accordance with the Implementation Schedule, so that such Licensed Software is in good working order and ready for use by the Installation Date set forth in Appendix A, "Scope of Services."

- i. Contractor agrees to do all things necessary for proper installation and to perform its installation obligations hereunder in an orderly, skillful and expeditious manner, with sufficient labor and materials to ensure efficient and timely completion of such obligations. If applicable, Contractor shall coordinate with the Project Manager all work with all other Contractors and/or County personnel performing work at the Site(s) to complete Software installation. The County shall be responsible for resolving all disputes relating to Site access between Contractor and other contractors. Contractor shall provide all materials necessary to properly install of the Software. The County shall attempt to provide reasonable working and secure storage space for the performance by Contractor of the installation services described herein. Contractor agrees that all installation work will be performed neatly and at all times Contractor shall keep Site(s) free from waste materials and rubbish resulting from the services being performed by Contractor.
- ii. Unless otherwise agreed to by the County, Contractor agrees as part of the installation process, to perform installation services, for the Licensed Software, but not limited to, the following: (a) receipt and inventorying of materials; (b) installation and testing of Licensed Software; (c) cooperating with all other vendors supplying peripheral or ancillary equipment that will interface with the System; and (d) any additional services necessary to ensure Contractor's compliance with this Article 25, "Delivery and Installation."

25.7 Installation testing shall consist of the tests described in Article 33, "Tests" of this Agreement and Appendix A, "Scope of Services." The purpose of these tests is to demonstrate the complete operability of the System in conformance with the requirements of this Agreement and Appendix A, "Scope of Services." This will include an actual demonstration of all required Software features. All tests shall be in accordance with test plans and procedures prepared by Contractor and previously approved by the County. In the event of any outstanding deficiencies at the conclusion of installation testing, as determined by the County, Contractor shall be responsible for instituting necessary corrective measures, and for subsequently satisfactorily demonstrating and/or re-demonstrating System performance.

ARTICLE 26. REVIEWING DELIVERABLES

26.1 The Contractor agrees to submit all deliverables required to be submitted for review and approval by the County in accordance with the specific requirements in Appendix A, "Scope of Services" and as specified herein. The Contractor understands that the County shall have the final approval on all deliverables.

26.2 In reviewing the Deliverables, the Contractor understands that the County will provide the Contractor with either:

- i. a written notification of the County's approval,
- ii. a written notification that each Deliverable is approved subject to the Contractor providing prompt correction of a minor deficiency, or,
- iii. in the case of a Deliverable that does not meet the requirements of the Agreement, a written notification of the County's disapproval. The County's disapproval notification will state with reasonable detail to sufficiently advise the Contractor of the basis on which the Deliverable was determined to be unacceptable.

The Contractor understands that failure by the County to provide a notice of approval does not constitute approval.

26.3 Furthermore:

- i. For each Deliverable made hereunder, the County shall have 30 business days, commencing on the first business day after receipt by the County of the Deliverable, to determine whether the Deliverable is approved as submitted, is approved subject to the correction by the Contractor of minor discrepancies, or



whether it is unacceptable and therefore disapproved.

- ii. Unless an extension of time has been granted by the County pursuant to Article 36, "Force Majeure" within ten (10) business days after receipt of the County's notification of "disapproval," the Contractor shall deliver to the County the necessary revisions and/or modifications for a second review by the County.
- iii. If after the second review period, the Deliverable remains unacceptable for the County's approval, the County may direct the Contractor to either:
 - a. Proceed with the Work subject to the correction of all outstanding deficiencies which led to the County's determination that a Deliverable was not acceptable for approval on or before a specific date established by the County for correcting such deficiency or deficiencies; or,
 - b. Suspend all Work being performed in regard to the execution of the Agreement, except those services necessary for the correction of outstanding deficiencies, until such time that all outstanding deficiencies have been corrected by the Contractor and resubmitted to the County for approval.

26.4 The County shall have the right to approve or accept part of any Deliverable. Any such approval shall be regarded as partial and conditional upon the County's approval or acceptance of all aspects of the Deliverable. The Contractor must correct any deficiencies within the time the County specifies for such correction in the County's notice concerning a partial approval (including approvals subject to a correction of minor deficiencies) or, if no time is given, promptly. If the County does not subsequently approve or accept all aspects of the Deliverable, the earlier conditional acceptance or approval may, in the sole absolute discretion of the County, be regarded as void and of no effect.

ARTICLE 27. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Appendix A, "Scope of Services." The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 28. AUDITS

The County, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 29. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing at least ten (10) business days prior to effecting such substitution.

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ARTICLE 30. SUBCONTRACTUAL RELATIONS

30.1 If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

30.2 The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

30.3 Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

30.4 In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

30.5 The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 31. NONASSIGNABILITY

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County except that Contractor may assign this Agreement to a buyer of all or substantially all of the assets of Contractor.

This Agreement shall be binding upon the respective successors and assigns of the parties to this Agreement.

ARTICLE 32. WARRANTIES

32.1 The Contractor warrants that (i) all Licensed Software provided by the Contractor under this Agreement will be of a compiled high level language that is commercially available and for which software tools are available; (ii) the Licensed Software shall be capable of being copied by the County; (iii) the Licensed Software shall not contain viruses or pre-programmed devices which will cause any software utilized by the County to be erased or become inoperable of processing accurately and in accordance with the warranties specified herein and Appendix A, "Scope of Services;" and (iv) the Licensed Software and function thereof shall be capable of operating fully and correctly on the combination of the Equipment and Software furnished by the County or the Contractor and in the County Operating Environment.

32.2 Ownership. The Contractor represents that it is the owner of the entire right, title, and interest in and to all Licensed Software covered under this Agreement, and all portions thereof, or otherwise have the right to grant to the County the



licenses provided in Articles 6, and 7 "Software Grant of Rights", "Delivery and Acceptance", hereof, without violating any rights of any third party, and there are currently no actual or threatened suits by any such third parties based on an alleged violation of such rights by the Contractor, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder except as stated herein. With the prior approval of the Contractor whose approval will not be unreasonably withheld, the Contractor further represents and warrants that the County has the right to modify the Licensed Software as defined in Article 6 "Software Grant of Rights" hereof, for the County's use. The Contractor shall require that all suppliers of third-party software hereunder furnish to the County the foregoing warranties of ownership with respect to the third-party software.

32.3 Limited Warranty. Contractor represents and warrants to the County that the Software, will perform as described in Contractor's Documentation for such Software for and in accordance to the requirements set forth in this Agreement and Appendix A, "Scope of Services", for a period of one year from the date of Final Acceptance and so long as the County purchases software maintenance and support.

32.4 Warranty. Contractor warrants that the Licensed Software shall be maintained by the Contractor at the Contractor's expense from installation through a period of one (1) year after Final Acceptance as specified in Article 16.6 Payment Schedule, Milestone 8, and detailed in Appendix A, "Scope of Services", Task 20, "Final User Acceptance Testing."

32.5 Limitations. Notwithstanding the warranty provisions set forth in Section 32.2 above, all of Contractor's obligations with respect to such warranties shall be contingent on County's use of the Licensed Software in accordance with this Agreement and in accordance with Contractor's instructions as provided to the County in the Documentation, as such instructions may be amended, supplemented, or modified by the Contractor from time to time. The Contractor shall have no warranty obligations with respect to any failures of the Licensed Software which are the result of accident, abuse, misapplication, or extreme power surge.

32.6 Contractor's Sole Remedy. In the event the Licensed Software does not satisfy the conditions of performance set forth in this Agreement, Appendix A, "Scope of Services" and Contractor's Proposal, the Contractor's entire liability and the County's exclusive remedy shall be, at the County's option, either (a) return of the price paid for the Licensed Software or (b) repair or replacement of the Licensed Software; provided the Contractor receives written notice from the County during the warranty period of a breach of warranty. Any replacement Licensed Software will be warranted for the remainder of the original warranty period or ninety (90) days, whichever is longer.

32.7 The Contractor warrants that at the time of Final Acceptance, the System will function as a fully compatible and integrated unit. The System includes, but is not limited to, all Third-Party software, and Services provided as part of this Agreement.

32.8 The Contractor warrants that at the time of Final Acceptance and during the warranty period and the period for which the County is paying maintenance, all individual components of the System, as well as the A-Form software as an integrated unit, will function as proposed by the Contractor and with uninterrupted compatibility and operate together. Except for any major errors that impact the operability, including the functionality of the Licensed Software, Contractor does not warrant that the operation of the Licensed Software will be uninterrupted or error-free or that all defects will be corrected. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Contractor does not warrant that the Licensed Software, system or network on which the Licensed Software is used will be free of vulnerability to intrusion or attack as long as the A-Form does not contribute in whole or in part to the vulnerability of the County's Computer Network. The Contractor shall pass through to the County all warranties provided to the Contractor by all suppliers providing components for the System. The Licensed Software shall (i) be free from defects in material and workmanship under normal use and remain in good working order; (ii) function properly and in conformity with the warranties in this Agreement, (iii) meet all of the performance standards set forth in Appendix A, "Scope of Services" and Contractor's Proposal.

32.10 Limitation of Liability. IN NO EVENT WILL CONTRACTOR BE LIABLE FOR ANY DAMAGES ARISING FROM THE USE, OPERATION, OR MODIFICATION OF THE SYSTEM BY THE COUNTY, OR FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, UNLESS THE CONTRACTOR HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES



- i. Any provision herein to the contrary notwithstanding, the maximum liability of Contractor to any person, firm or corporation whatsoever arising out of or in connection with the work performed under this Agreement, whether such liability arises from any claim based on breach or repudiation of Agreement, warranty, tort or otherwise, shall in no case exceed the actual price paid to the Contractor by the County under this Agreement.

ARTICLE 33. TESTS

33.1 Network and Transaction Load Test. Contractor shall conduct a mutually agreed upon Network and Transaction Load Test during Task 16, as described in this Article, which simulates the volume of transactions across multiple sites, for a county the size of Miami-Dade County, to assess the ability of the County's Computer Network to support the A-Form software and the ability of the A-Form software to handle the County's Transaction Load. The results of this Network and Transaction Load Test shall be documented and delivered to the County within ten (10) days following the test. Contractor will either stipulate that the County Computer Network is adequate to support the A-Form software or identify, and provide costs to remediate, any deficiencies in the network. Should there be deficiencies in the County Computer Network, the County has the option of upgrading the network or withdrawing from this contract at no expense to the County. In addition, Contractor will either stipulate that the System can handle the County's current and five-year projected transaction load or the County may, at its sole discretion, offer the Contractor an opportunity to correct the System and retest or withdraw from the Contract at no expense to the County.

33.2 Final Acceptance. Prior to Final Acceptance, the System must pass the following mutually agreed upon Tests as described in this Article, Hardware Functionality, Data Load, Module Functionality, Third-Party Integration, Reliability and Response Time Tests. Final Acceptance will be dependent upon a fully functioning System as specified in this Agreement and Appendix A, "Scope of Services."

33.3 Response time will be tested for logging into the Case Management Application, logging into the Mobile Arrest Reporting Application, uploading a report, searching for an existing report and searching for a record in the CJIS. Contractor will perform these tests with the system with minimal or notable network traffic to establish a baseline. The County and Contractor will use the baseline to determine mutually acceptable response times for each transaction. The login to the Case Management Application and Mobile Arrest Reporting Application will be performed from both behind and in front of the ETSD firewall.

33.4 The Contractor shall perform its own Unit and System Testing prior to installing the Licensed Software to the County for customer testing. Testing will be based on test tools and automated test scripts from use cases that will be created during Task 4 and Task 5 within the Statement of Work. The testing will be performed on the servers that will be used in testing and staging phases of the contract. Thinkstream will put sufficient load on the server to test the servers and network based on the anticipated load of the system.

33.5 The stress testing will consist of writing 100 A-Forms per hour for an 8-hour period using an automated test tool. During this test, the Contractor will use another automated test tool to simulate 100 simultaneous users logging into the Case Management Application and performing searches and editing records. While both of these tests are running simultaneously, the County and Contractor will login to the Case Management Application and ensure that the login, searching for existing reports and searching for a record in CJIS are acceptable. The County and Contractor will also login to the Mobile Arrest Reporting Application to ensure that logging in and uploading a report are in the acceptable response times.

ARTICLE 34. SERVICE AVAILABILITY

The System should operate in a normal operating environment with a performance reliability level of at least 99.9% Reliability shall be determined by deducting downtime from the total number of hours that County operates the System. Downtime is defined as that period of time when it is not possible to perform scheduled activities due to the Licensed Software malfunction or the System is being released to contractor for remedial maintenance. Downtime shall be calculated to the nearest one-tenth (1/10) of an hour and calculated as a percentage of a 24-hour day.

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Uptime. Contractor agrees to an uptime performance of 99.9% calculated on a monthly basis excluding any event or condition not caused in whole or in part by the Contractor, including but not limited to: power, air conditioning, Internet failure, and scheduled maintenance. In the event that Contractor fails to meet the 99.9% performance target, Contractor will incur a penalty payable to the County in the amount of \$5,000 for each month. County agrees to provide Contractor the opportunity to recover the penalty incurred by meeting or exceeding the 99.9% target for three consecutive months and by meeting or exceeding the 99.9% target over the course of a 12 months period which such period will be coterminous with the maintenance support period.

ARTICLE 35. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 36. FORCE MAJEURE

36.1 Performance by each party shall be pursued with commercially reasonable efforts in all requirements under this Agreement; however, except as otherwise expressly provided herein, neither party shall be liable to the other for any loss or damage for delay due to causes that (i) were beyond the reasonable control and (ii) were not caused by the negligence or lack of commercially reasonable efforts of the affected party or its subcontractors or suppliers. The parties agree that, provided the conditions stated in (i) and (ii) above apply, the following are causes or events of force majeure: acts of civil or military authority (including courts and regulatory agencies), acts of God (excluding normal or seasonal weather conditions), riot or insurrection, inability to obtain required permits or licenses, blockades, embargoes, sabotage, epidemics and unusually severe floods. The party affected shall provide written notice to the other party indicating the nature, cause, date of commencement thereof, the anticipated extent of such delay and whether it is anticipated that any completion or delivery dates will be affected thereby, and shall exercise due diligence to mitigate the effect of the delay.

36.2 In the event of any delay resulting from such causes, and provided the affected party has promptly notified the other and exercised commercially reasonable efforts as provided in subsection a) above the time for performance under this Agreement (including the payment of monies) shall be extended for a period of time reasonably necessary to overcome the effect of such delay.

ARTICLE 37. EXTENSION OF TIME NOT CUMULATIVE

In the event the Contractor shall be delayed concurrently by two or more of the causes identified in Article 36, "Force Majeure" above, the Contractor shall be entitled to a separate extension of time for each one of the causes but only one time period of extension shall be granted for the delay. In addition, the Contractor shall not be entitled, by reason of a delay, to an extension of time for the completion of the overall Work unless the overall Work is necessarily affected by the delay. Accordingly, in the event of a delay, the Contractor shall proceed continuously and diligently with the performance of the unaffected portions of the Work.

ARTICLE 38. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 39. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

39.1 The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.



39.2 The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

39.3 The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

- i. stop work on the date specified in the notice ("the Effective Termination Date");
- ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
- iii. cancel orders;
- iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
- v. take no action which will increase the amounts payable by the County under this Agreement; and

39.4 In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
- ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.

39.5 All compensation pursuant to this Article are subject to audit.

ARTICLE 40. EVENT OF DEFAULT

40.1 An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

- i. the Contractor has not delivered Deliverables on a timely basis.
- ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;
- iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
- iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;



- v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
- vi. the Contractor has failed to provide "adequate assurances" as required under Article 40.2;
- vii. the Contractor has failed in the representation of any warranties stated herein.

40.2 When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:

- i. treat such failure as a repudiation of this Agreement;
- ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

40.3 In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 41. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

If an Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 42. REMEDIES IN THE EVENT OF DEFAULT

Upon the Contractor's default, the County shall have the right to complete the Work with its own forces and/or with other contractors. The County, as part of its right to complete the Work, may take possession of and use any or all of the materials, supplies, and property of every kind to which it obtains title under this Agreement, provided, purchased, maintained, leased, owned, rented by the Contractor including but not limited to third-parties, and/or procure other materials, plant, tools, equipment, supplies, and property for the completion of the Work.

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- i. lost revenues;
- ii. the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprourement of Services, including procurement and administrative costs; and,
- iii. such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

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ARTICLE 43. THE COUNTY MAY AVAIL ITSELF OF ALL REMEDIES

The County may avail itself of each and every remedy herein specifically given to it now existing at law or in equity, and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the County, and the exercise, or the beginning of the exercise, of one remedy shall not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The County's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

ARTICLE 44. NO DEFAULT

The Contractor represents and warrants that the Contractor is not in arrears to the County and is not a defaulter as a surety or otherwise upon any obligation to the County. In addition, the Contractor warrants that the Contractor has not been declared "not responsible" or "disqualified" by or debarred from doing business with any state or local governmental entity in the State of Florida, or a public authority in the State of Florida, the Federal Government or any state/local governmental entity in the United States of America, nor is there any proceeding pending pertaining to the Contractor's responsibility or qualification to receive public agreements. The Contractor considers this warranty as stated in this Article to be a continual obligation and shall inform the County of any change during the term of this Agreement.

ARTICLE 45. NO THIRD-PARTY LIABILITY

Unless otherwise noted herein, nothing provided herein shall create any rights in any third-party as provided in this Agreement or any obligation on the part of the County to any third-party.

ARTICLE 46. AGREEMENT LIMITING TIME IN WHICH TO BRING AN ACTION AGAINST THE COUNTY

In the event that the Contractor may be deemed to have cause of action against the County, no action shall lie or be maintained by the Contractor against the County upon any claim arising out of or based upon this Contract or by reason of any act or omission of requirement of the County or its agents, unless such action shall be commenced within six (6) months after the date of issuance of the Final Payment, (or if the Final Payment has not been issued, within six months of substantial completion of the Work) or upon any claim relating to monies required to be retained for any period after the issuance of said certificate, unless such action is commenced within six (6) months after such monies become due and payable under the terms of this Agreement, or if this Agreement is terminated or declared abandoned under the provisions of this Agreement unless such action is commenced within six (6) months after the date of such termination or declaration of abandonment by the County.

ARTICLE 47. DEFENSE OF CLAIMS

Should any claim be made or any legal action brought in any way relating hereto or to the Services hereunder, except as expressly provided herein, the Contractor shall diligently render to the County, after additional compensation is mutually agreed upon, any and all assistance which the County may require of the Contractor.

ARTICLE 48. PATENT AND COPYRIGHT INDEMNIFICATION

48.1 The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: programs, documentation, Licensed Software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third-party proprietary rights.

48.2 The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third-party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

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48.3 In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

48.4 The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

48.5 The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

This Article 48 is exempt from any limitation of liability referenced within this Agreement including those listed in Article 32.10 and in the event of a conflict, this Article 48 will prevail.

ARTICLE 49. CONFIDENTIALITY

49.1 As a political subdivision of the State of Florida, Miami-Dade County is subject to Florida's Public Records Law, Section 119 of the Florida Statutes. Notwithstanding anything else in this Article to the contrary, the County's compliance with, or good faith attempt to comply with the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.

49.2 Acknowledgement. County hereby acknowledges and agrees that the Licensed Software constitute and contain proprietary products and trade secrets of the Contractor embodying creative efforts and confidential information, ideas, and expressions. Accordingly, the County agrees to treat (and take precautions to ensure that its employees treat) the Licensed Software as confidential in accordance with the confidentiality requirements and conditions set forth below.

- i. All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subconsultants or suppliers for any purpose other than for the benefit of the County, unless required by law.
- ii. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subconsultants or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

49.3 Maintenance of Confidential Information. The Contractor shall advise each of its employees, agents, subconsultants and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subconsultants or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

49.4 Injunctive Relief. It is understood and agreed that in the event of a breach of this Article 49 damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof



shall be retained by the Contractor or its employees, agents, subconsultants or suppliers without the prior written consent of the County.

49.5 Survival. Licensee's obligations under this Article 49 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

ARTICLE 50. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

50.1 The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

50.2 During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third-party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, telecommunications, personal computers, mobile devices, and any and all information technology software.

50.3 The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

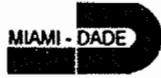
ARTICLE 51. PROPRIETARY RIGHTS

51.1 The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

- a) All rights, title and interest in and to certain ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subconsultants specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- b) Accordingly, neither the Contractor nor its employees, agents, subconsultants or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subconsultants or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

51.2 Except as otherwise provided in subsection 51.1 , above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been adapted to satisfy the performance criteria set forth in Appendix A, "Scope of Services." Notwithstanding the

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foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, an Enterprise, perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such Licensed Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

51.3 No Reverse Engineering. The County agrees not to modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof.

ARTICLE 52. BUSINESS APPLICATION AND FORMS

The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

Miami-Dade County Ownership Disclosure Affidavit
(Section 2-8.1 of the County Code)

2. **Miami-Dade County Employment Disclosure Affidavit** (Section 2.8-1(d)(2) of the County Code)

3. **Miami-Dade Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)

4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the County Code)

5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)

6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)

7. **Miami-Dade County Code of Business Ethics Affidavit**
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)

8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)

9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)

10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)

11. **Subcontracting Practices**
(Ordinance 97-35)

12. **Subcontractor /Supplier Listing**
(Section 2-8.8 of the County Code)

13. **Environmentally Acceptable Packaging**
(Resolution R-738-92)

14. **W-9 and 8109 Forms**
(as required by the Internal Revenue Service)



15. FEIN Number or Social Security Number

In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. Office of the Inspector General
(Section 2-1076 of the County Code)

17. Small Business Enterprises

The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. Antitrust Laws

By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

ARTICLE 53. CONFLICT OF INTEREST

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

The Contractor represents that:

53.1 No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

53.2 There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

- i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
- ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

53.3 Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement;

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provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

53.4 The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

53.5 In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 54. SECURITY REQUIREMENTS

Any person, including but not limited to employees and Subcontractors of the Contractor, who furnishes labor and/or materials in connection with this Contract, whether directly or indirectly, on behalf and/or under the direction of the Contractor shall be required to submit to a National Crime Information Center (NCIC) criminal background and fingerprint screening prior to performing any services under this Contract. All costs pertaining to such background and fingerprint screenings are the sole responsibility of the Contractor throughout the term of the Contract, including any optional or extension periods. The Contractor shall also remain compliant with all requirements of the Florida Department of Law Enforcement (FDLE) Security Policy.

ARTICLE 55. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

55.1 Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

55.2 Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

55.3 Environmental Protection Agency (EPA), as applicable to this Contract.

55.4 Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

- i. "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- ii. Miami-Dade County Code Section 10-38 "Debarment".
- iii. Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

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- iv. Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 56. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 57. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

57.1 Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

57.2 Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

57.3 Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 58. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 59. GOVERNING LAW

This Contract, including Appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence, or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

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ARTICLE 60. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except as to the portions of payments agreed upon and for which funds have been appropriated and budgeted. Service can be cancelled at any time that the Contractor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Contractor for canceling service during the year.

ARTICLE 61. ENERGY CONSERVATION

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.).

ARTICLE 62. SOFTWARE SOURCE CODE ESCROW AGREEMENT

Within thirty (30) calendar days from the execution of this Agreement, the County and the awarded Contractor will enter into a source code escrow agreement similar to Appendix D, "Escrow Agreement", with EscrowTech International, Inc. with respect to the Licensed Software. Pursuant to such agreement, within thirty (30) days following payment in full of the License Fees, the awarded Contractor will deposit with the Escrow Agent one copy each of: (a) the commented source code to all Licensed Software furnished to the County; and (b) all specifications, technical documentation, and such other materials pertaining to the Licensed Software as the County would reasonably require in order to configure, install, modify and support the Licensed Software in the event that the County will become entitled to do so under the source code escrow agreement.

62.1 Updates and Verification. The awarded Contractor will update the Escrow deposit on at least a bi-annual basis and always upon the release of a new version of the Licensed Software. The Contractor will provide the County with thirty (30) days notice prior to updating the escrow deposit. The County shall have the right, at the County's expense, to be present at the Contractor's facility to verify the creation and viability of the escrowed materials. Additionally, upon the request of the County (which in any event cannot occur more than one time per year), the County shall have the right, at the County's expense, to require the Contractor to build, at its facility a current release of the Licensed Software to verify the viability of the materials then in Escrow.

62.2 Fee. The annual fees of the Escrow Agreement will be paid by the County commencing at Final Acceptance and renewed annually thereafter.

62.3 License for Use of Escrowed Material. If material deposited in Escrow is released to the County pursuant to such Escrow Agreement, the County is hereby granted the right and license, to make use of such material, utilizing the services of such employees and outside consultants as it may require notwithstanding any Agreement Contractor may have with its employees and consultants, to do all things reasonably necessary to perform such maintenance, support, modification and enhancement of the Licensed Software as Contractor was obligated but failed to provide under this Agreement or any other agreement between the Contractor and the County for the purpose of delivery of services by the County, or other governmental entities in a contractual relationship with the County, to citizens of the County, users of County services, or citizens or users of services of said other governmental entities.

ARTICLE 63. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.



ARTICLE 64. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

ARTICLE 65. OWNERSHIP OF DATA

Contractor acknowledges the County's ownership of the various databases installed upon the System. Upon termination of this Contract by the County or upon conclusion of the Contract term, Contractor agrees to assist the County in extracting all County-owned data from the System in a formal mutually agreed upon by the County and Contractor. Such assistance shall include personnel time and Contractor's best efforts, provision of documentation regarding the format and contents of the extracted data, verification that the extracted data is complete and in a form suitable for use by the County; and other assistance necessary for the extraction of data.

Such assistance shall be provided by Contractor at no charge to the County if termination of this Contract by the County comes as a direct result of a breach, by Contractor, of any of the terms and conditions set forth herein; in all other circumstances concerning termination, Contractor shall be entitled to charge the County in accordance with the terms of this Agreement including for data extraction services, including any actual expenses for travel to the County in accordance with Article 16. The data shall include all contents of all files created, maintained, and owned by the County, including all activity or subsystem in use by the County. Wherever standards exist for the format of that data, Contractor will furnish such data in the standard format. Appropriate documentation shall be provided. These Services will not be delayed or withheld by Contractor in the event of any legal proceeding initiated by either party.

The transition plan will be developed to include completion activities for in-process work, knowledge transfer, information transfer, and training.



IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

By: *Barry L. Bellme Sr.*

Name: Barry L. Bellme Sr.

Title: Chief Executive Officer

Date: 6/30/2011

Attest: *Elizabeth G. Scallan*
Corporate Secretary/Notary Public

Corporate Seal/Notary Seal



Miami-Dade County

By: *Alina T. Hudak*

Name: Alina T. Hudak

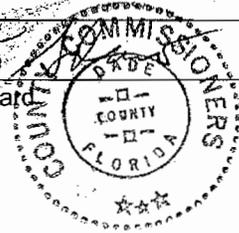
Title: County Manager / Deputy Mayor

Date: 8/24/11

Attest: *Clyde...*
Clerk of the Board

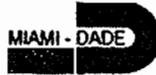
Approved as to form and legal sufficiency

EWS
Assistant County Attorney





APPENDIX A
SCOPE OF SERVICES

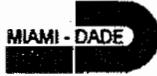


Thinkstream Draft Statement of Work for the Miami-Dade County Prisoner Processing Arrest Form Automation Solution (RFP 748)

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Thinkstream Statement of Work (SOW)

Introduction

The purpose of this document is to define the Statement of Work which will include a project plan, design document and define all of the tasks that must be accomplished by all parties for the Miami-Dade County Prisoner Processing Arrest Form Automation Solution.

The A-Form solution will conform to this Exhibit A, "Scope of Services", including Attachment A, "Miami-Dade County A-Form."

Definitions

The following words and expressions in this document shall be construed as follows, except when it is clear from the context that another meaning is intended:

- 1. The term "County" means Miami-Dade County, a political subdivision of the State of Florida.
2. The term "PM ETSD" means the project manager.
3. The term "ETSD" means the Enterprise Technology Services Department for Miami-Dade County
4. The term "Agency Report Writer" means any staff member responsible for authoring reports.
5. The term "Agency Report Approver" means any staff member responsible for approving the reports submitted by an Agency Report Writer.
6. The term "Agency Manager" means an agency employee to whom issues may be escalated.
7. The term "Booking Officer" means any County staff member with responsibility for booking offenders.
8. The term "staging environment" means an environment where Thinkstream components will be installed on customer premises prior to production release.
9. The term "hub" means Thinkstream Director.
10. The term "web service integrator" or "integrator" means CJIS Integrator, DB/Agency Integrator, GIS Integrator.

Technical Components Overview

Thinkstream has identified all of the components, tasks and personnel required to complete the solution. Thinkstream expects that the following software components will be required:

Table with 3 columns: Software Component, Description and Function, Installation Dependencies. Row 1: Thinkstream Director, Manages security, users and groups and is the central hub for the solution, Installed in ETSD's shared environment in a separate VM from other Thinkstream Components, 64 bit, 4 GB Heap Space, 4 Cores for processor, Java v1.6



Software Component	Description and Function	Installation Dependencies
Thinkstream Gateway	Web application server	Installed in ETSD's shared environment in a separate VM from other Thinkstream Components 64 bit 4 GB Heap Space 4 Cores for processor Java v1.6
Thinkstream Case Management Application	Central repository, workflow engine, reporting application and report management application	Installed in ETSD's shared environment in a separate VM from other Thinkstream Components 64 bit 4 GB Heap Space 4 Cores for processor Java v1.6
Thinkstream Mobile Arrest Reporting Application	Application for the electronic creation and printing of A-Form reports in the field	Installed on laptops and desktops at participating agencies Internet Explorer 7.x or greater .NET v3 or higher
CJIS Integrator	Provides integration between County CJIS and the solution	Installed in ETSD's shared environment in a separate VM from other Thinkstream Components 32 or 64 bit 2 or 4 GB Heap Space 2 Cores for processor Java v1.6
DB/Agency Integrator	Provides integration between agencies that are external to ETSD environment and the solution and the County's ECM	Installed in ETSD's shared environment in a separate VM from other Thinkstream Components 32 or 64 bit 2 or 4 GB Heap Space 2 Cores for processor Java v1.6
GIS Integrator	Provides integration between County GIS and the A- Form solution. This component will be passing coordinates into the GIS system and will call the County internal GIS web-service.	Installed in ETSD's shared environment on same VM as CJIS Integrator.



High-Level Project Management Summary

Thinkstream will work with all members of the A-Form Solution Project to ensure that the appropriate project management tools will be used to manage the project. Thinkstream uses the following tools for project management:

- ◆ Microsoft Project 2007 or higher: Project Work Effort Management and Control
- ◆ Microsoft Word 2007 or higher: Project Forms and Document Deliverables
- ◆ Microsoft Excel 2007 or higher: Project Budgets, Time Management, Issue Tracking to Customer
- ◆ Microsoft PowerPoint 2007 or higher: Project Presentations, Training

Thinkstream also uses the following development tools internally to manage the development process:

- ◆ Subversion: Source Code Version Control
- ◆ Bugzilla: Defect/Issue Tracking

Thinkstream will have a much better understanding of the project and the details of each agency's processes once the requirements gathering and gap analysis are complete. Gap analysis activities shall include, but are not necessarily limited to, the following:

- Requirements gathering. Thinkstream shall verify that it understands requirements as set forth, qualify them as directed by agency and County staff, and gather additional requirements related to customization. The tasks and deliverables presented in this document may be adjusted to reflect this input, once Thinkstream has completed the requirements gathering and gap analysis, which may expose needs for additional customizations.
- Business process and workflow analysis. Thinkstream shall interview staff and review policies and procedures, which are critical to specifying the business rules, constraints, workflow expectations, human interactions, and related data for automating workflow.
- Technical gap analysis. Thinkstream shall evaluate application interfaces and communication criteria related to uninterrupted data exchange among components. Technical gap analysis accompanies business process and workflow analysis, but the two are not necessarily coincident since not all data exchanges may require human intervention. The technical gap analysis shall include a data model.

Following these analyses, any required software customizations will be designed and developed. Thinkstream will then install and configure the software in the County's test, staging and production environments. After component unit testing in the test and staging environments, integration testing will begin. The purpose of the integration testing is to ensure that all connected data sources are functioning properly with the solution. On completion of testing in the test and staging environments, Thinkstream will install the software in the production environment.

Thinkstream will work with the County to determine the preferred training facilities that will be used. The staging environment will be used for the applications to ensure that no live information is written to any connected data sources.

Project Deliverables and Tasks Matrix

Based on experience with similar projects, Thinkstream has found that breaking the project into smaller tasks provides a more robust, feature complete solution for all participating agencies, especially with regard to merging requirement sets from different participants. This layered approach enables a closer look at congruent requirements in early Tasks and supports minimal disruption to production staff and services for later Tasks. It also provides excellent opportunities to anticipate and assess any later integration, support, and maintenance issues.

This matrix defines the Tasks and individual Task durations. It abbreviates the Task descriptions as needed; you will find full descriptions in the Task narratives that follow the table, including anticipated concurrency and dependency estimates.

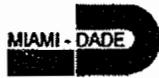
This table does not define concurrent Task execution nor Task dependencies. Concurrency and dependency information will appear in the detailed project plan during Task 4.

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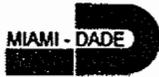
Phase and Task Summary	Duration	Resources/Staff	Activities
Phase 1 – Project Initiation	9 Weeks		
Milestone 1			
Task 1: Project Charter <ul style="list-style-type: none"> - A written Project Charter and a high-level strategy describing scope, objectives, and estimated duration and budget will be delivered and signed off by both Thinkstream and the County. 	1 week	Thinkstream, ETSD and Committee Members	Collaborative research and writing
Task 2: Requirements Gathering/Gap Analysis I: County and State Agencies <ul style="list-style-type: none"> - Description of any manual workflow for which the automation equivalent may cause a change to standard operating procedure. Such description may take the form of a use case, flow diagram, or both. - Description of automated workflows that require or may require a manual process due to business rules, policies, non-functional requirements, or discovered requirements. - Description of technical interface issues not accounted for with the existing software components and for which customization may be required. This will include changes necessary to the Thinkstream web-service interface to support the reading and writing of data to all County and State data sources that are part of this project. - Identify additions and changes in the data model. - Requirements traceability matrix showing requirements met, requirements met by customization, and requirements in doubt, if any. - Understanding the integration points with IBM MQ Series Messaging, with the Enterprise Content Management (ECM) system and ESRI's Geographic Information System (GIS). - Summary table listing identified gaps and a link or citation to the project task lines where the given gap is expected to be addressed. 	4 weeks	Thinkstream, ETSD Project Manager, ETSD, County and State customer representatives	Collaborative research and writing

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Phase and Task Summary	Duration	Resources/Staff	Activities
<p>Task 3: Requirements Gathering/Gap Analysis Agency II: Law Enforcement Agencies</p> <ul style="list-style-type: none"> - Description of any manual workflow for which the automation equivalent may cause a change to standard operating procedure. Such description may take the form of a use case, flow diagram, or both. - Description of automated workflows that require or may require a manual process due to business rules, policies, non-functional requirements, or discovered requirements. - Description of technical interface issues not accounted for with the existing software components and for which customization may be required. This will include changes necessary to the Thinkstream web-service interface to support the reading and writing of data to all County and State data sources that are part of this project. - Identify additions and changes in the data model. - Requirements traceability matrix showing requirements met, requirements met by customization, and requirements in doubt, if any. - Summary table listing identified gaps and a link or citation to the project task lines where the given gap is expected to be addressed. - Review of the outcomes of this task to assess impact on the outcomes of Task 2. 	<p>3 weeks</p>	<p>Thinkstream and a representative group from each participating law enforcement agency users (Project Manager, Project Manager's designated ETSD staff)</p>	<p>Collaborative research and writing</p>
Milestone 2			
<p>Task 4: System Design and Project Plan Review</p> <ul style="list-style-type: none"> - Refine system design based on previous requirements and document in detailed plan to include any additional requirements that were found during Task 2 and Task 3. - Design drawings and descriptions showing component functions, communications, and external interfaces. - Mapping to the functional requirements in Attachment 1 of RFP. - Mapping to the field requirement and designing electronic form as shown in Appendix A of RFP. 	<p>3 weeks</p>	<p>Thinkstream, ETSD infrastructure staff, ETSD A-Form Project Team (Project Manager, Analysts)</p>	<p>Collaborative research and writing</p>

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Phase and Task Summary	Duration	Resources/Staff	Activities
<ul style="list-style-type: none">- Mapping to the technical environment taxonomy as described in Appendix D of the RFP.- Detailed design of all pages of the A-Form for customization.			

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Phase and Task Summary	Duration	Resources/Staff	Activities
Phase 2 – Solution Development	15 weeks		
Task 5: Test Tool Modification - Modified test tools used to verify data reading and writing to all external systems.	2 weeks	Thinkstream	Software development
Task 6: Web Services Integrator Customization - Modify the existing Integrator to include all of the data elements listed in Appendix A of RFP748 and any additional requirements that were found during Task 2 and Task 3.	6 weeks	Thinkstream, ETSD infrastructure staff, ETSD A-Form Project Team (Project Manager, Analysts)	Software development
Task 7: Customization of A-Form - Modify the existing Mobile Arrest Reporting Application to include all of the data elements listed in RFP748 Appendix A, and any additional requirements found during Task 2 and Task 3.	4 weeks	ETSD Project Lead(s), Sys Admin(s), Miami-Dade customer representatives	Software configuration
Task 8: Customization of Case Management Application (A-Form Repository) and Workflows - Configure the Case Management Application to support the schema for the A-Form solution. The Case Management Application will need user interface changes to support searches for fields that are unique to the A-Form. - Any applicable changes will be made to support the requirements in Attachment 1 of RFP748.	8 weeks	Thinkstream	Software configuration
Task 9: Customization of Reporting - Development of the reports that the A-Form solution will produce that were a result of the requirements that were found during Task 2 and Task 3 Gap Analysis.	4 weeks	Thinkstream	Software configuration
Milestone 3			
Task 10: Deploy Hub in Test and Staging - Deploy and configure Thinkstream Director and Gateway components, including WebSphere environmental adjustments.	1 week	Thinkstream and ETSD	Software and hardware deployment

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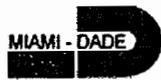
Phase and Task Summary	Duration	Resources/Staff	Activities
Phase 3 – Test & Deployment	11 weeks		
Task 11: Deploy Thinkstream Case Management Application in Test and Staging <ul style="list-style-type: none"> - Deploy the A-Form Case Management Application and make any configuration changes necessary. - Deploy the Test Tools that were modified during Task 5 that are specific to the Case Management Application. 	1 week	Thinkstream and ETSD.	Software and hardware deployment
Task 12: Deploy Mobile Arrest Reporting Application in Test and Staging <ul style="list-style-type: none"> - Deploy and configure the Mobile Arrest Reporting Application to authenticate and submit completed A-Forms to the Thinkstream Hub and Case Management Application. 	1 week	Thinkstream and ETSD	Software and hardware deployment.
Task 13: Deploy Web Services Integrator in Test and Staging <ul style="list-style-type: none"> - Deploy the Thinkstream Web Services Integrator and make any configuration changes necessary. - Deploy the Test Tools that were modified during Task 5 that are specific to the Web Services Integrator. 	1 week	Miami-Dade Project Lead(s) / Sys Admin(s)	Software and hardware deployment
Task 14: Unit Testing <ul style="list-style-type: none"> - Check the individual software components of the Thinkstream solution to ensure functional compliance in the ETSD environment as described in the System Design document. - Test functional requirements in Attachment 1 of RFP748 and customizations included as a result of Task 2 and Task 3. - Test that all reports identified as a result of Task 2 and Task 3 and ensure they are working properly. - Test that all data sharing resources return information and that all external interfaces are working as required as a result of Task 2 and Task 3 and RFP748. 	6 weeks	Thinkstream, ETSD, County and State IT representatives, and law enforcement agencies IT representatives.	Testing and Bug reports

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Phase and Task Summary	Duration	Resources/Staff	Activities
<p>Task 15: Initial User Acceptance Testing</p> <ul style="list-style-type: none">- Execute user acceptance scripts tied to a specific requirement or requirements set, with instructions for expected results.- Test functional requirements in Attachment 1 of RFP748 and customizations included as a result of Task 2 and Task 3.- Test that all reports identified as a result of Task 2 and Task 3 and ensure they are working properly.- Test that all data sharing resources return information and that all external interfaces are working as required as a result of Task 2 and Task 3 and RFP748.	8 weeks	Thinkstream, ETSD, County and State agencies and participating law enforcement agencies (officers, supervisors and appropriate operational staff)	Testing and Bug reports

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Phase and Task Summary	Duration	Resources/Staff	Activities
Phase 4 – Production Environment	7 weeks		
Task 16: Stress and Capacity Testing in Staging <ul style="list-style-type: none"> - Execution of programmatic test tools, automated scripts, and manual testing to check that test performance results reflect actual production performance of online and offline environments. - Complete system test of A-Form solution and identified interfaces. - Execution of identified reports and data sharing sources. 	1 week	Thinkstream and ETSD	Testing and Bug reports
Milestone 4			
Task 17: Deploy Hub, Integrator, and Case Management Application in Production <ul style="list-style-type: none"> - Deploy and configure the Thinkstream Director, Gateway, Integrator and Case Management components. 	1 week	Thinkstream and ETSD	Software and hardware deployment
Task 18: Deploy Mobile Arrest Reporting Application in Production <ul style="list-style-type: none"> - Test that an agency that does not have an existing RMS and deploy one mobile and one desktop application to ensure that the system can be accessed on and offline. Once this is complete, Thinkstream will work with an agency that has an existing RMS system to perform the same installation with one mobile and one desktop. 	1 week	Thinkstream, ETSD, and 2 participating agencies	Software and hardware deployment
Task 19: Stress and Capacity Testing in Production <ul style="list-style-type: none"> - Perform stress and capacity testing using a combination of programmatic test tools, automated scripts and manual testing. - Complete system test of A-Form solution and identified interfaces. - Execution of identified reports and data sharing sources. - The stress and capacity testing will correspond with the deployment schedule that is outlined in the Payment Milestones of the contract and will be an iterative process with each set of agencies in the corresponding Payment Milestone. 	1 week	Thinkstream, ETSD, and 2 participating agencies	Testing and Bug reports
Task 20: Final User Acceptance Testing <ul style="list-style-type: none"> - All parties in the County will use the product as if it was a live system to ensure that all aspects of the solution are working properly. - The user acceptance testing will correspond with the deployment schedule that is outlined in the 	3 weeks	Thinkstream, ETSD, and each participating agency (Project Manager, ETSD staff, users)	Testing and Bug reports



Phase and Task Summary	Duration	Resources/Staff	Activities
<p>Payment Milestones of the contract and will be an iterative process including each agency participating in the corresponding Payment Milestone.</p> <ul style="list-style-type: none"> - Any issues that arise out of this Task may require regression testing of previous Tasks, re-deployment of components and/or stress and capacity testing. 			
<p>Task 21: Training and Deployment</p> <ul style="list-style-type: none"> - Training on Network Administrator Platform, Network Administrator User, Site Management, and Help Desk Training classes. - Train the Trainers from Law Enforcement, County and State Agencies. - The training and deployment will correspond with the deployment schedule that is outlined in the Payment Milestones of the contract and will be an iterative process with each set of agencies in the corresponding Payment Milestone. - Web-based training will be made available at the beginning of this Task. 	3 weeks	Thinkstream, ETSD, and each participating agency	Training classes and activities
<p>Milestone 5 <i>(*Tasks 19, 20 and 21 are iterative tasks; each iteration is associated to a different payment milestone)</i></p>			
<p>*Task 19: Stress and Capacity Testing in Production (Refer to Milestone 4 for task description)</p>	1 week	Thinkstream, ETSD, and 2 participating agencies	Testing and Bug reports
<p>*Task 20: Final User Acceptance Testing (Refer to Milestone 4 for task description)</p>	1 weeks	Thinkstream, ETSD, and each participating agency (Project Manager, ETSD staff, users)	Testing and Bug reports
<p>*Task 21: Training and Deployment (Refer to Milestone 4 for task description)</p>	3weeks	Thinkstream, ETSD, and each participating agency	Training classes and activities
<p>Milestone 6 <i>(*tasks 19, 20 and 21 are iterative tasks; each iteration is associated to a different Payment Milestone)</i></p>			
<p>*Task 19: Stress and Capacity Testing in Production (Refer to Milestone 4 for task description)</p>	1 week	Thinkstream, ETSD, and 2 participating agencies	Testing and Bug reports
<p>*Task 20: Final User Acceptance Testing (Refer to Milestone 4 for task description)</p>	1 weeks	Thinkstream, ETSD, and each participating agency (Project Manager, ETSD staff, users)	Testing and Bug reports
<p>*Task 21: Training and Deployment (Refer to Milestone 4 for task description)</p>	3weeks	Thinkstream, ETSD, and each participating agency	Training classes and activities
<p>Milestone 7 <i>(*tasks 19, 20 and 21 are iterative tasks; each iteration is associated to a different Payment Milestone)</i></p>			
<p>*Task 19: Stress and Capacity Testing in Production (Refer to Milestone 4 for task description)</p>	1 week	Thinkstream, ETSD, and 2 participating agencies	Testing and Bug reports

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MIAMI-DADE COUNTY, FLORIDA

CONTRACT NO. 748

Phase and Task Summary	Duration	Resources/Staff	Activities
*Task 20: Final User Acceptance Testing (Refer to Milestone 4 for task description)	1 weeks	Thinkstream, ETSD, and each participating agency (Project Manager, ETSD staff, users)	Testing and Bug reports
*Task 21: Training and Deployment (Refer to Milestone 4 for task description)	3 weeks	Thinkstream, ETSD, and each participating agency	Training classes and activities
Milestone 8 <i>(*task 20 is repeated after full deployment)</i>			
*Task 20: Final User Acceptance Testing	3 weeks	Thinkstream, ETSD, and each participating agency (Project Manager, ETSD staff, users)	Testing and Bug reports



Project Tasks and Deliverables Narrative

This section describes each Task, its length, participants, and the deliverables that close the Task. It includes more details than in the preceding table to meet the needs of the project managers.

Project Charter and Plan – Task 1

Duration: 1 Week

Participants: Thinkstream, ETSD and Committee Members

The Project Charter defines the project’s name, objectives, scope, budget, duration, and performance goals. It includes the deliverables that accomplish the objectives, the stakeholders and their roles and responsibilities, and the project’s method and management. Thinkstream executive management and relevant project governing bodies or steering committees will approve the Project Charter. Work begins on the Project Plan to define the execution, management, and control throughout the project and identifies other documents for communications plans, risk management, and all other agreements that support the project objectives. The final detailed Project Plan will be introduced in Task 4.

Deliverables: A written Project Charter and a Basic Project Plan will be delivered and signed off by both Thinkstream and the County.

Requirements Gathering/Gap Analysis I: County and State Agencies – Task 2

Duration: 4 Weeks

Participants: Thinkstream, ETSD Project Manager, ETSD, County and State customer representatives.

Thinkstream and the County Agency Report Writers, Agency Report Approvers, Agency Managers, and Booking Officers will collaboratively identify all requirements and use cases for the project. Designated ETSD staff will be helpful in assessing technical issues, ensuring that any environmental idiosyncrasies are accounted for, and may themselves find a good understanding of user requirements helpful in post-implementation support. Thinkstream will meet with County user representatives first, then meet with the state agency representatives, then meet with the ETSD Project Manager again to ensure agency requirements and gap analysis represent a comprehensive and mutually understood definition of the work. This Task also will discuss a submission to the Florida State Supreme Court for e-filing approval and identify the steps necessary to complete this.

Anticipated Unknowns: Thinkstream will discover a complete list of issues that require additional customization and configuration that cannot be discovered solely from the RFP. Currently, Thinkstream is aware of the following open items and conditions:

- Details on the level and types of integration with IBM MQ Series Messaging.
- Details on the integration with the Enterprise Content Management (ECM) system.
- Details of the reports that are required by the A-Form Solution.
- Details of the escalations and notifications that are required by the A-Form Solution.
- Details on the integration with the Criminal Justice Information System (CJIS).
- Data validation and rejections by the system and recycle process.
- Data sharing requirements required by solution.
- Security and Auditing requirements required by solution.
- Details on the integration with Geographic Information System (GIS).
- How to handle edited data by an agency.

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- Offline requirements and procedures when no connectivity is available for a prolonged period of time.

Deliverables: A written Requirements and Gap Analysis Document will be submitted for review and evaluation by the Thinkstream Project Manager to the County ETSD Project Manager. The Requirements and Gap Analysis Document will include, but not necessarily be limited to, the following:

- Description of any manual workflow for which the automation equivalent may cause a change to standard operating procedure. Such description may take the form of a use case, flow diagram, step-by-step text, or both.
- Description of automated workflows that require, or may require, a manual process due to business rules, policies, non-functional requirements, or discovered requirements.
- Description of technical interface issues not already accounted for with the existing software components and for which customization may be required.
- Resolution to issues found as a result of change to standard operating procedure.
- Data model for all data to be managed or exchanged to be NIEM compliant.
- XML structure for A-Forms to be exported from solution and imported into agency systems.
- Requirements traceability matrix showing requirements met, requirements met by customization, and requirements in doubt, if any.
- Summary table listing identified gaps and a link or citation to the project task lines where the given gap is expected to be addressed. Unit Test and User Acceptance script development begins during this period and completion of the writing of the scripts will be part of the Task 4 delivery.

Requirements Gathering/Gap Analysis Agency II: Law Enforcement – Task 3

Duration: 3 Weeks

Participants: Thinkstream and a representative group from each participating law enforcement agency users (Project Manager, Project Manager’s designated ETSD staff).

Thinkstream and the agencies will meet to get details about business processes affecting the A-Form and CAD/RMS information. Designated ETSD staff may be helpful in assessing technical issues and may themselves find it useful to understand user requirements after production release. Project schedule review occurs and a detailed project schedule will be presented.

Anticipated Unknowns: Thinkstream will discover a complete list of issues that require additional customization and configuration that cannot be discovered solely from the RFP. Currently, Thinkstream is aware of the following open items and conditions:

- For Thinkstream to accurately create a rollout schedule and task list, it must understand when the agencies that have an RMS system that will be connected to the A-Form Solution will be required to have their vendors create their data connection.
- For Thinkstream to accurately create a rollout schedule and task list, it must understand what will happen to the agencies that have an RMS system that will be connected to the A-Form Solution that cannot get their vendor to cooperate in creating a data connection to the A-Form Solution.
- Details on the integration with the Enterprise Content Management (ECM) system.
- Details of the reports that are required by the A-Form Solution.
- Details of the escalations and notifications that are required by the A-Form Solution.
- Details on the integration with the Criminal Justice Information System (CJIS).
- Data validation and rejections by the system and recycle process.
- Data sharing requirements required by solution.

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- Security and Auditing requirements required by solution.
- Details on the integration with Geographic Information System (GIS).
- How to handle edited data by an agency.
- Offline requirements and procedures when no connectivity is available for a prolonged period of time.

Deliverables: A written Requirements and Gap Analysis document will be delivered. The contents of the Requirements and Gap Analysis document will include, but not necessarily be limited to, the following:

- Description of any manual workflow for which the automation equivalent may cause a change to standard operating procedure. Such description may take the form of a use case, flow diagram, or both.
- Description of automated workflows that require or may require a manual process due to business rules, policies, non-functional requirements, or discovered requirements.
- Description of technical interface issues not accounted for with the existing software components and for which customization may be required.
- Resolution to issues found as a result of change to standard operating procedure.
- Details on the integration with the Enterprise Content Management (ECM) system.
- Details of the reports that are required by the A-Form Solution.
- Details of the escalations and notifications that are required by the A-Form Solution.
- Details on the integration with the Criminal Justice Information System (CJIS).
- Data model for all data to be managed or exchanged to be NIEM.
- XML structure for A-Forms to be exported from solution and imported into agency systems.
- Data sharing requirements required by solution.
- Security and Auditing requirements required by solution.
- Geo Spatial requirements required by solution.
- How to handle edited data by an agency.
- Offline requirements and procedures when not connectivity is available for a prolonged period of time.
- Requirements traceability matrix showing requirements met, requirements met by customization, and requirements in doubt, if any.
- Summary table listing identified gaps and a link or citation to the project task lines where the given gap is expected to be addressed.

System Design and Project Plan Review – Task 4

Duration: 3 Weeks

Participants: Thinkstream, ETSD infrastructure staff, ETSD A-Form Project Team (Project Manager, Analysts)

Thinkstream will take the Project Charter and details from the requirements gathering and gap analysis to write the system design document.

Deliverables: A project plan, test scripts, schedule and a written system design document will be delivered and signed off by both Thinkstream and the County. The System Design Document includes, but is not necessarily limited to, the following:

- Update to Thinkstream data model and schema as necessary.

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- Description of customization changes required in the Case Management Application.
- Use cases mapped to system components.
- Design drawings and descriptions showing component functions, communications, external interfaces, reporting and data sharing.
- Mapping to the functional requirements as described in Attachment 1 of RFP.
- Mapping to the field requirement and designing electronic form as shown in Appendix A of RFP.
- Mapping to the technical environment taxonomy as described in Appendix D of the RFP.
- Detailed design of all pages of the A-Form for customization.
- Data mapping of A-Form to Case Management Database and from Case Management Database to CJIS to include edits and cross-edits of data.
- Description of data validation and rejections by the system and definition of recycle process.
- Description of data validation and rejections to users.
- Specifications of API for Thinkstream Web-Service Integrator.

The Task includes sign off on the project plan, and a review meeting for the system design, which may entail modification prior to sign off, and a plan to install the test environment, which will be coordinated with ETSD infrastructure staff.

Test Tool Modification – Task 5

Duration: 2 Weeks

Participants: Thinkstream

Thinkstream has existing testing tools that will be used to verify that the Thinkstream Web Services Integrator is able to successfully read and write data to County CJIS, SAO, COC, MDPD, PDO and other law enforcement agencies with RMS systems that will incorporate the automated A-form. Thinkstream expects that some of the test tools will need to be modified. It will not be clear how extensive the modifications are until Tasks 2 and 3 are completed.

The test tools will become part of the deliverables for this project and can be used by ETSD for future testing of new data sources that may come online when an agency adds a new system or replaces their current RMS.

Deliverables: Modified test tools used to verify data reading and writing to all external systems.

Web Services Integrator Customization – Task 6

Duration: 6 Weeks

Participants: Thinkstream, ETSD infrastructure staff, ETSD A-Form Project Team (Project Manager, Analysts)

The Web Services Integrator is a separate component in the A-Form solution and it will be customized and unit tested separately from the other components of the solution.

Thinkstream has an existing Integrator solution that is used to read and write data from databases. Thinkstream will need to modify the existing Integrator solution to include all of the data elements listed in Appendix A of RFP748 and any additional requirements that are found during Task 2 and Task 3. A detailed design of the customization will be one of the deliverables in the Gap Analysis and System Design documents from Task 4.

The Web Services Integrator will be modified to ensure that it is able to successfully read and write data to County CJIS, SAO, COC, MDPD, PDO and at least one law enforcement agency with RMS systems that will incorporate the automated A-form.

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Deliverables: A Thinkstream Web Services Integrator will be customized and delivered to ETSD.

Customization of A-Form – Task 7

Duration: 4 Weeks

Participants: Thinkstream

The Thinkstream electronic A-Form is a separate component in the A-Form solution and it will be customized and unit tested separately from the other components of the solution.

Thinkstream’s Mobile Arrest Reporting Application will be the thick application that supports the electronic A-Form solution in mobile and desktop environments.

Thinkstream will need to modify the existing Mobile Arrest Reporting Application to include all of the data elements listed in Appendix A of RFP748, functionality listed in Attachment 1 of RFP and any additional requirements that are found during Task 2 and Task 3. A detailed design of the customization will be one of the deliverables in the Gap Analysis and System Design documents from Task 4. The result will be both an electronic version and a printable PDF version that matches the look of the current A-Form shown in Appendix A of RFP748.

Deliverables: The Thinkstream Mobile Arrest Reporting Application with customized A-Form will be delivered to ETSD and will be signed off by customer representatives for the agencies.

Customization of Case Management Application (A-Form Repository) and Workflows – Task 8

Duration: 8 Weeks

Participants: Thinkstream

The Thinkstream Case Management Application is a separate component in the A-Form solution and it will be customized and unit tested separately from the other components of the solution.

Thinkstream will configure the Case Management Application to support the A-Form solution schema. The Case Management Application will require user interface changes to support field searches unique to the A-Form (as detailed in Appendix A of RFP748) and to the Case Management Application Inbox for escalations and errors. The Case Management Application will be adapted to support the A-Form workflows. Finally, the Case Management Application will be customized and configured to account for the items in Attachment 1 of RFP748 which Thinkstream responded to with a Y or C.

Deliverables: The customized Thinkstream Case Management Application will be delivered to ETSD and will be signed off by customer representatives for the agencies.

Customization of Reporting – Task 9

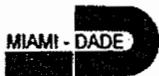
Duration: 4 Weeks

Participants: Thinkstream

Thinkstream will create and customize the reports necessary for the A-Form solution based on the requirements gathered in Tasks 2 and 3.

Deliverables: The Thinkstream reports will be available for ETSD to review and will be signed off by customer representatives for the agencies.

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Deploy Hub in Test and Staging – Task 10

Duration: 1 Week

Participants: Thinkstream and County ETSD.

Based on experience, Thinkstream finds it is best to deploy its Hub in the test and staging environments as soon as possible. This is important because the Hub is the key to all other Thinkstream applications being able to be installed and function. While a typical Hub can be installed in less than a day, Thinkstream is allowing for extra time to become familiar with the ETSD environment.

Thinkstream will deploy and configure the Thinkstream Director and Gateway components that will be used in the A-Form Solution. Thinkstream will need assistance from County ETSD to configure the solution into the WebSphere environment and configure the load balancing, if load balancing is available in the test and staging environments. Basic testing to ensure the Hub functions is done at this stage.

Deliverables: Thinkstream will demonstrate that the Test and Staging Hubs are installed and running as expected in the test and staging environments at ETSD by showing that the Hub and Gateway respond to test inquiries and an application running on the Gateway can be logged into successfully.

Deploy Thinkstream Case Management Application in Test and Staging – Task 11

Duration: 1 Week

Participants: Thinkstream and County ETSD

Once the Test and Staging Hubs (Task 10) and the Customization of the Case Management Application (Task 8) are complete, Thinkstream will deploy the Case Management Application. This will allow this component to be configured and tested in the ETSD environment. Thinkstream will install the necessary Test Tools that were modified in Task 5. Thinkstream will need assistance from County ETSD for configuration into the WebSphere environment and Oracle environments. Basic testing to ensure the Case Management Application is installed properly is done at this stage. The application will undergo fixes and changes during the Unit Testing and Initial User Acceptance Testing tasks.

Deliverables: Thinkstream will demonstrate the Case Management Application is properly installed and running in the test and staging environments at ETSD by showing that it can be logged into and screen navigation is functional.

Deploy Mobile Arrest Reporting Application in Test and Staging – Task 12

Duration: 1 Week

Participants: Thinkstream and County ETSD

Once the Test and Staging Hubs (Task 10) and the Customization of A-Form (Task 7) are complete, Thinkstream will deploy the application that will be used in mobile and desktop environments. Thinkstream will need assistance from County ETSD to install onto an existing laptop and desktop to ensure the application is working properly. Basic testing of the Mobile Arrest Reporting Application is done to ensure that online and offline capabilities are functioning, as well as the new A-Form electronic forms. More extensive testing will be done during the Unit Testing and Initial User Acceptance Testing tasks.

Deliverables: Thinkstream will demonstrate the Mobile Arrest Reporting Application is properly installed and running in the test and staging environments at ETSD by installing it on a laptop or workstation and showing a successful login and basic screen navigation.

Deploy Web Services Integrator in Test and Staging – Task 13

Duration: 1 Week

Participants: Thinkstream, ETSD, County and State Agency IT, Law Enforcement Agency w/RMS IT

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Once the Test and Staging Hubs (Task 10) and the Customizing of the Web Services Integrator (Task 6) are complete, Thinkstream will deploy the Web Services integrator that will be used in the A-Form Solution. Thinkstream will install the necessary Test Tools that were modified in Task 5. Thinkstream will need assistance from the County ETSD staff to test communication with the County CJIS, ECM and GIS systems. Thinkstream will need assistance from the appropriate IT personnel to test database connections for COC, SAO, MDPD, PDO and law enforcement agencies with RMS.

Deliverables: Thinkstream will demonstrate the Web Service Integrator is properly installed and running in the test and staging environments at ETSD by showing the web service test tools communicating with the Web Services Integrator and that data can be sent and received by all of the specified data sources

Unit Testing – Task 14

Duration: 6 Weeks

Participants: Thinkstream, ETSD, County, State, and law enforcement agencies's IT representatives.

The purpose of unit testing is to check the individual components of the Thinkstream solution to ensure that each component has the correct functionality as documented in the System Design document and actually works in the ETSD test environment. Also to ensure that expected exchange of data between identified County and State systems are working properly. Unit testing is not end-user acceptance testing and is completed primarily by Thinkstream personnel along with involvement of ETSD personnel and an appropriate IT person from any agency who has a data source such as CJIS, SAO, COC, MDPD, PDO and any law enforcement agency having an RMS system.

The unit testing will begin as the Web Services Integrator and A-Form Customization are complete. The unit testing cannot be completed until the customization of the Case Management Application, workflows, and reporting are complete and installed in the test environment and interfaces are working as expected. The individual components will be regression-tested when a component is updated to ensure that no previous report issues re-appear. Full regression testing will be done during the beginning of Task 15 (Initial User Testing) and during the iterations of Tasks 19, 20 and 21.

- Test functional requirements in Attachment 1 of RFP748 and customizations included as a result of Tasks 2 and 3.
- Test that all reports identified as a result of Tasks 2 and 3 are working as required.
- Test that all data sharing sources return information as required.
- Test that all interfaces are working as required as a result of Tasks 2 and 3 and as a result of the interfaces identified in RFP748.

Deliverables: Test results will be delivered by Thinkstream to ETSD.

Initial User Acceptance Testing – Task 15

Duration: 8 Weeks

Participants: Thinkstream, ETSD, State agencies, County agencies, participating law enforcement agency (officers, supervisors, and appropriate operational staff).

Once the System Design document has been created and approved by ETSD's project manager, Thinkstream will begin creating users acceptance scripts. The user acceptance scripts will be written to match business processes that are documented in the System Design document and the requirements specified in RFP748. Each user acceptance script will be tied to a specific requirement or a set of requirements and will contain instructions that an end-user can follow along with instructions for expected results.

Prior to initial user acceptance testing, Thinkstream will perform an overall system test to ensure everything is working end to end. Thinkstream will then complete all of the user acceptance scripts to ensure that all scripts pass prior to involving ETSD or any participating law enforcement agencies to ensure that the system as a whole and applications function as designed.

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Once this is complete ETSD and the participating agencies will be able to run the appropriate user acceptance scripts and perform any ad-hoc testing. It is expected that once ETSD and end-users run the user acceptance scripts, that issues will be discovered that need to be corrected. These issues will be documented into a final list. ETSD and Thinkstream will review the list to ensure that all items warrant correction. ETSD and Thinkstream will create a final fix list that must be corrected prior to the system going live.

Regression will be performed on all issues found in the Unit Testing and Initial User Acceptance Testing.

- Test functional requirements in Attachment 1 of RFP748 and customizations included as a result of Tasks 2 and 3.
- Test that all reports identified as a result of Tasks 2 and 3 and ensure they are working properly.
- Test that all data sharing resources return information and that all external interfaces are working as required as a result of Tasks 2 and 3 and RFP748.

Deliverables: Test results and final fix list will be delivered by Thinkstream to ETSD.

Stress and Capacity Testing in Staging – Task 16

Duration: 1 Week

Participants: Thinkstream and ETSD

Thinkstream will perform stress and capacity testing using a combination of programmatic test tools, automated scripts, and manual testing. The staging environment should be set up as close to production as possible to ensure that test performance results reflect actual production performance for the virtual environment, database, WebSphere, and Load Balancing. The tests will be conducted based on requirements gathered in Tasks 2 and 3 and documented in Task 4. The tests shall consist of complete system test of A-Form Solution and identified interfaces, execution of identified reports and Data Sharing Sources.

Deliverables: Test results will be delivered by Thinkstream to ETSD.

Deploy Hub, Integrator and Case Management Application on Production – Task 17

Duration: 1 Week

Participants: Thinkstream and ETSD staff

Once all final fix list items have been corrected and the Unit Testing, Initial User Acceptance Testing and Stress and Capacity testing have been completed, the Hub, Integrator and Case Management Application can be installed in the staging/production area.

Thinkstream will deploy and configure the Thinkstream Director, Gateway, Integrator and Case Management components that will be used in the A-Form Solution. Thinkstream will need assistance from County ETSD staff to install the Thinkstream servers into the WebSphere environment, configure the load balancers, and ensure the data connections are working properly. The data connections will consist of CJIS, GIS, ECM, SAO, COC, MDPD, PDO and any law enforcement agencies that have an RMS system ready to be connected. If law enforcement agencies are not ready to be connected, they will be taken care of during the iterations of Tasks 19, 20 and 21.

Deliverables: The Thinkstream will demonstrate that the Hub, Integrator and Case Management Application are properly installed and running at ETSD.

Deploy Mobile Arrest Reporting Application in Production – Task 18

Duration: 1 Week

Participants: Thinkstream, ETSD, and at least 2 participating agencies

The purpose of this Task is to ensure that the County network and Thinkstream Solution is configured properly to allow external agencies to connect to the system. Complete deployment of the Mobile Arrest Reporting Application will not occur until the iterations of Task 19, 20 and 21.

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Thinkstream will begin with one agency that does not have an existing RMS to deploy one mobile and one desktop application to ensure that the system can be logged into on and offline. Once this is complete, Thinkstream will work with an agency that has an existing RMS system with the vendor A-Form interface completed to perform the same installation with one mobile and one desktop. Once this is complete, Thinkstream will then work with the agency to configure the connection to their RMS system and ensure it is functioning properly.

Deliverables: The Thinkstream will demonstrate the Mobile Arrest Reporting Application is properly installed and running as expected in the production environment at ETSD and the 2 participating agencies.

Stress and Capacity Testing in Production – Task 19

Duration: 1 Week

Participants: Thinkstream, County ETSD, and each 2 participating agencies (Project Manager, ETSD staff, users)

The purpose of this Task is to perform the Stress and Capacity testing with the 2 agencies who participated in Task 18 to ensure the system will perform acceptably during heavy load.

Tasks 19, 20, and 21 will be completed as an iterative process that will be completed in accordance with the payment Tasks in this Contract.

- Thinkstream will perform stress and capacity testing using a combination of programmatic test tools, automated scripts and manual testing and a desktop and mobile computer from the two agencies.
- A complete system test of the A-Form solution, identified interfaces, execution of identified reports and data sharing sources will be performed.

Deliverables: Test results will be delivered by Thinkstream to ETSD.

Final User Acceptance Testing – Task 20

Duration: 3 Weeks

Participants: Thinkstream, County ETSD, and each participating agency (Project Manager, ETSD staff, users)

Tasks 19, 20 and 21 will be completed as an iterative process that will be completed in accordance with the payment Tasks in this Contract. The order the agencies will be tested, trained and deployed is listed below.

- Payment Milestone 4: MDCR, JSD, Aventura, MDPD-Intracoastal, MDPD-South District, West Miami, City of Miami (District 1).
- Payment Milestone 5: First half of arresting agencies that do not use an automated A-Form.
- Payment Milestone 6: Remaining arresting agencies that do not use an automated A-Form.
- Payment Milestone 7: Arresting agencies that have an automated A-Form.
- Thinkstream will review all of the final fix list items from Task 15 (Initial User Acceptance Testing) to ensure they have been corrected. Thinkstream will also perform full regression testing and rerun all of the user acceptance tests.
- Thinkstream will work with the County to have the County test the final fix list items and user acceptance tests. Once this is completed, County ETSD and participating agencies should use the product as if it was a live system to ensure that all aspects of the solution are working properly. The agencies should take a sample of actual A-Forms and move them through the entire process to ensure that the solution is performing all functions properly prior to training and deployment.
- Thinkstream and agencies with data connections will ensure that all interfaces are working as required as results of Tasks 2 and 3 and as a result of the interfaces identified in RFP748.

Deliverables: Test results will be delivered by Thinkstream to County.

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Training and Deployment – Task 21

Duration: 6 Weeks

Participants: Thinkstream, ETSD, and each participating agency

Tasks 19, 20, and 21 will be completed as an iterative process that will be completed in accordance with the Payment Milestones in this Contract. The order the agencies will be tested, trained and deployed is listed below.

- Payment Milestone 4: MDCR, JSD, Aventura, MDPD-Intracoastal, MDPD-South District, West Miami, City of Miami (District 1).
- Payment Milestone 5: First half of arresting agencies that do not use an automated A-Form.
- Payment Milestone 6: Remaining arresting agencies that do not use an automated A-Form.
- Payment Milestone 7: Arresting agencies that have an automated A-Form.

There are different types of training that will need to be conducted by Thinkstream. Thinkstream will conduct the Thinkstream Network Administrator Platform, Network Administrator User and Site Management and Help Desk Training classes with ETSD staff and the appropriate contacts at the agencies. Thinkstream’s training schedule will be in accordance with the deployment schedule of the agencies. Many of the topics in this class will have been covered at various times in the project when Thinkstream is working with ETSD. Thinkstream will work with ETSD to develop a web based video training for the report writers and supervisors to facilitate training all users at all agencies once the “train the trainer” sessions are complete.

The Thinkstream Reporting Training for Supervisor and Reporting and Mobile End-User Training classes will be conducted with all participating agencies. Per RFP748, Thinkstream will plan on approximately 30 training classes of 20 people in each class over the three shifts. Thinkstream will work with ETSD to come up with a schedule that accommodates all of the agencies and training locations.

Training includes course materials or documentation to any Miami-Dade County law enforcement agency accessing the licensed software, as well as other Miami-Dade County and State agencies and staff involved in the issuance, processing, record keeping, or administration of arrest information. Thinkstream training will offer customizable “train the trainer” modules organized in PowerPoint format.

The Case Management Application is a web-link that can be distributed to appropriate users via e-mail or some other ETSD approved electronic method. The Mobile Arrest Reporting Application that will be used for desktop and mobile environments can be provided via a download from the ETSD Thinkstream Hub and can also be made available on USB, CD ROM, or DVD. Installation can be done as part of the training.

By the time Training and Deployment occur, all server components will be installed and functioning. Only the link to the Case Management Application and the Mobile Arrest Reporting Application that allows the desktops and laptops to create A-Form electronically will need to be deployed. Each agency will need to have its own deployment plan. Once Thinkstream has completed the initial training sessions, the additional training and rollout will be a responsibility of each agency. Thinkstream can assist with this process but it is not in the scope of this contract.

Deliverables: Training will be completed by Thinkstream on-site and a web-based video will be made available for the Thinkstream Agency Manager Training, Thinkstream Reporting Training for Supervisors, Thinkstream Reporting and Mobile End-User Training classes.

Description of Classes

Thinkstream Network Administrator Platform Training

Thinkstream Network Administrator Training is designed as a 1-day class for people without prior exposure establishing Thinkstream networks. The class covers installing Thinkstream servers and the Thinkstream platform, managing a distributed networking environment, managing existing and new data sources, inter-agency dependencies, network topology, firewall rules, security

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requirements and application configuration. This class has both classroom and practical components. The practical component should be performed in the test environment. The maximum class recommendation is 15 students.

Thinkstream Network Administrator User and Site Management Training

Thinkstream Network Administrator Training is designed as a 1-day class for people without prior exposure managing Thinkstream networks. The class covers establishing users, groups and roles for setting up a distributed networking environment, managing existing and new data sources, business rule creation and modification, inter-agency dependencies, network topology, firewall rules, security requirements and application configuration. It is not required that student attend the "Network Administrator Platform" training but it is highly recommended. The maximum class recommendation is 20 students.

Thinkstream Help Desk Training

Thinkstream Help Desk Training is designed as a ½ -day class for people without prior exposure managing Thinkstream networks. The purpose of the class is to be able to identify and resolve common end-user issues and perform basic troubleshooting of the system to direct the appropriate IT person to resolve any network issues. The class covers editing users, groups and roles within a distributed networking environment, using Thinkstream Health and Wellness reports and tools to identify areas of the system that are not working properly, sending messages and alerts to users and groups, and understanding inter-system dependencies and how these dependencies can affect the system. It is not required that student attend the "Network Administrator Platform" or "Network Administrator User and Site Management" training classes. The maximum class recommendation is 20 students.

Thinkstream Agency Manager Training

Thinkstream Agency Manager training is designed as a ½-day class for people without prior exposure to Thinkstream applications. The class covers all of the aspects of the Case Management Application that Agency Managers will need to understand. This includes, escalations of reports that are awaiting approval, searching for and viewing existing A-Forms, and being able to run or view any of the system reports that are available in the A-Form Solution. Many agencies have the attendees of this class attend the "Thinkstream Reporting Training for Supervisors" class. Maximum class recommendation is 20 students.

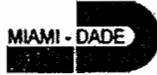
Thinkstream Reporting Training for Supervisors

Thinkstream Reporting Training is designed as a ½ -day class for people without prior exposure to Thinkstream applications. The class covers taking policies and procedures for each department and mapping them into the Thinkstream Reporting Application. Supervisors will learn how to approve and reject reports as well as look for reports that have not been responded to by officers in a timely manner. It is important that this class be completed prior to training personnel. Maximum class recommendation is 25 students.

Thinkstream Reporting and Mobile End-User Training

Thinkstream Reporting and Mobile End-User Training is designed as a ½ -day class for people without prior exposure to Thinkstream applications. Topics cover use of the Mobile Arrest Reporting Application, searching for information from disparate data sources, completing new reports, using the Inbox to submit and correct reports, seeding reports from searches and how to look for previously approved reports. This class is tailored to each department and/or division and students should all be from the same department and/or division. The maximum class recommendation is 25 students.

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ATTACHMENT A
MIAMI-DADE COUNTY A-FORM

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COMPLAINT/ARREST AFFIDAVIT

OSTS NUMBER **1** POLICE CASE NO. **2**

SPECIAL OPERATION **3** FELONY MISD TRAFFIC JUV DV MOVES CIV INF JAIL NO. **5** P&ID Yes No Unknown **6** COURT CASE NO. **7**

WARRANT FUGITIVE WARRANT: In state Out of state **8** **9** **10** **11** **12** **13** **14**

IDS NO. **8** AGENCY CODE **9** MUNICIPAL P.D. DEF. ID NO. **10** MPD RECORDS AND ID NO. **11** STUDENT ID NO. **12** GANG ACTIVITY RELATED ARREST FRAUD RELATED ARREST

DEFENDANT'S NAME (LAST, FIRST, MIDDLE) **15** ALIAS and/or STREET NAME **16** **29** SIGNAL: 100 150 200 300 400 500

DOB (MM/DD/YYYY) **18** AGE **19** RACE **20** SEX **21** Hispanic Not Hispanic **22** HEIGHT **23** WEIGHT **24** HAIR COLOR **25** HAIR LENGTH **26** HAIR STYLE **27** EYES **28** GLASSES Yes No **30** FACIAL HAIR **31** TEETH **31**

ETHNICITY: **22** SCARS, TATTOOS, UNIQUE PHYSICAL FEATURES (Location, Type, Description) **32** PLACE OF BIRTH (City, State/Country) **33**

LOCAL ADDRESS (Street, Apt. Number) (City) (State) (Zip) PHONE () **35** CITIZENSHIP **36**

PERMANENT ADDRESS (Street, Apt. Number) HOMELESS UNKNOWN (City) (State/Country) (Zip) PHONE () **38** OCCUPATION **39**

BUSINESS OR SCHOOL NAME AND ADDRESS (Street) (City) (State/Country) (Zip) PHONE () **41** ADDRESS SOURCE: LI DL Verbal **42**

DRIVER'S LICENSE NUMBER / STATE **43** SOCIAL SECURITY NO. **44** WEAPON SEIZED? Type Yes No **45** If Def. has Concealed Weapons Permit PERMIT #W- **46** INDICATION OF: Y N UNK Alcohol influence Drug influence

ARREST DATE (MM/DD/YYYY) **48** ARREST TIME (H:MM) **49** ARREST LOCATION (include name of business) **50** GRID **51**

CO-DEFENDANT NAME (Last, First, Middle) **52** DOB (MM/DD/YYYY) **53** IN CUSTODY FELONY JUVENILE AT LARGE DV MISDEMEANOR **54**

CO-DEFENDANT NAME (Last, First, Middle) **55** DOB (MM/DD/YYYY) **56** IN CUSTODY FELONY JUVENILE AT LARGE DV MISDEMEANOR **57**

CO-DEFENDANT NAME (Last, First, Middle) **58** DOB (MM/DD/YYYY) **59** IN CUSTODY FELONY JUVENILE AT LARGE DV MISDEMEANOR **60**

JUV only Parent (Name) **61** (Street, Apt. Number) (City) (State/Country) (Zip) (Phone) **62** Contacted? Yes No Guardian Foster Care

CHARGES	CHARGE AS:	COUNTS	FL STATUTE NUMBER	VOL. OF SECT	CODE OF	UCR	DV	WARRANT TYPE OR TRAFFIC CITATION
63	<input type="checkbox"/> F.S. <input type="checkbox"/> ORD	65	66	67	68	69	70	DAC <input type="checkbox"/> CAPIAS <input type="checkbox"/> BW <input type="checkbox"/> FW <input type="checkbox"/> PW <input type="checkbox"/> JUV <input type="checkbox"/> PU <input type="checkbox"/> CAW <input type="checkbox"/> DW <input type="checkbox"/> WRIT <input type="checkbox"/> CASE #:
63	<input type="checkbox"/> F.S. <input type="checkbox"/> ORD	65	66	67	68	69	70	DAC <input type="checkbox"/> CAPIAS <input type="checkbox"/> BW <input type="checkbox"/> FW <input type="checkbox"/> PW <input type="checkbox"/> JUV <input type="checkbox"/> PU <input type="checkbox"/> CAW <input type="checkbox"/> DW <input type="checkbox"/> WRIT <input type="checkbox"/> CASE #:
63	<input type="checkbox"/> F.S. <input type="checkbox"/> ORD	65	66	67	68	69	70	DAC <input type="checkbox"/> CAPIAS <input type="checkbox"/> BW <input type="checkbox"/> FW <input type="checkbox"/> PW <input type="checkbox"/> JUV <input type="checkbox"/> PU <input type="checkbox"/> CAW <input type="checkbox"/> DW <input type="checkbox"/> WRIT <input type="checkbox"/> CASE #:
63	<input type="checkbox"/> F.S. <input type="checkbox"/> ORD	65	66	67	68	69	70	DAC <input type="checkbox"/> CAPIAS <input type="checkbox"/> BW <input type="checkbox"/> FW <input type="checkbox"/> PW <input type="checkbox"/> JUV <input type="checkbox"/> PU <input type="checkbox"/> CAW <input type="checkbox"/> DW <input type="checkbox"/> WRIT <input type="checkbox"/> CASE #:

The undersigned certifies and swears that he/she has just and reasonable grounds to believe, and does believe that the above named Defendant committed the following violation of law:
 On the **72** day of _____, 20____ at **73** (P.M.) at **74** (Location, include name of business) (Narrative, be specific)

75

HOLD FOR OTHER AGENCY Name: **76** VERIFIED BY **78** HOLD FOR BOND HEARINGS. DO NOT BOND OUT (Officer Must Appear at Bond Hearing) **79** I understand that should I willfully fail to appear before the court as required by this notice to appear that I may be held in contempt of court and a warrant for my arrest shall be issued. Furthermore, I agree that notice concerning the time, date, and place of all court hearings should be sent to the above address. I agree that it is my responsibility to notify Clerk of the Court (Juveniles mostly Juvenile Division) anytime that my address changes. **80**

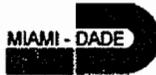
I SWEAR THAT THE ABOVE STATEMENT IS TRUE AND CORRECT. **81** SWORN TO AND SUBSCRIBED BEFORE ME. **82** THE UNDERSIGNED AUTHORITY THIS **84** DAY OF **85** **86** **87** You need not appear in court, but must comply with the instructions on the reverse side hereof. **88**

OFFICER'S / COMPLAINTANT'S SIGNATURE **80** COURT ID NUMBER/LOC. CODE **81** NAME (Printed) **82** AGENCY NAME **83** Deputy of the Court or Notary Public **87** Signature of Defendant / Juvenile and Parent or Guardian **88**

PAGE **76** OF **77**

COMPLAINT/ARREST AFFIDAVIT - COURT COPY

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COMPLAINT / ARREST AFFIDAVIT - MDPD RECORDS COPY - REVERSE

Transport Officer (s) _____ / _____ ID # _____ - _____ Dept# _____ Taken To _____

Transport Officer (s) _____ / _____ ID # _____ - _____ Dept# _____ Taken To _____

Transport Officer (s) _____ / _____ ID # _____ - _____ Dept# _____ Taken To _____

Does defendant have any signs/complaints of injury? YES NO Indicate any signs or complaints of injury regardless whether they happened prior to during, or after arrest, or whether they have any connection to the arrest at all.

Explain: _____

Name and Rank of Supervisor Notified: _____

Defendants Vehicle

YEAR	MAKE	MODEL	TAG	STATE	VIN	COLOR
_____	_____	_____	_____	_____	_____	_____

OWNER/DRIVER/DESIGNEE RELEASE FORM & DISCLAIMER OF LIABILITY

Owner/Driver/Designee (O/D/D must read and sign disclaimer of liability if vehicle is left at scene, or removed, or released to O/D/D at scene.

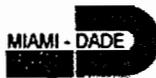
Released to: _____ / _____ Left on Scene? YES NO

(Print Name - Signature) _____ D/L # _____ State _____

The undersigned certifies that he/she is the legal owner/driver/designee of the vehicle described above. In consideration of being permitted to leave the vehicle mentioned at the location, or removed, or released, the undersigned hereby releases and discharges Miami-Dade County and all of its agents and employees for any damage to, or damage caused, theft of, or theft from, the vehicle described above.

Signature of Owner/Driver/Designee _____ Signature of Officer Witnessing _____ ID # _____

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Officer Information

OFFICER NAME	Evidence Confiscated (Y/N)	Dist/Section	I.D. No.	Phone	Cell	Pager	Shift (Days Off/Duty Hrs)
<input type="checkbox"/> LEAD <input type="checkbox"/> RESPONDING <input type="checkbox"/> ARRESTING <input type="checkbox"/> TRANSPORTING							
OFFICER NAME	Evidence Confiscated (Y/N)	Dist/Section	I.D. No.	Phone	Cell	Pager	Shift (Days Off/Duty Hrs)
<input type="checkbox"/> LEAD <input type="checkbox"/> RESPONDING <input type="checkbox"/> ARRESTING <input type="checkbox"/> TRANSPORTING							
OFFICER NAME	Evidence Confiscated (Y/N)	Dist/Section	I.D. No.	Phone	Cell	Pager	Shift (Day Off/Duty Hrs)
<input type="checkbox"/> LEAD <input type="checkbox"/> RESPONDING <input type="checkbox"/> ARRESTING <input type="checkbox"/> TRANSPORTING							
OFFICER NAME	Evidence Confiscated (Y/N)	Dist/Section	I.D. No.	Phone	Cell	Pager	Shift (Days Off/Duty Hrs)
<input type="checkbox"/> LEAD <input type="checkbox"/> RESPONDING <input type="checkbox"/> ARRESTING <input type="checkbox"/> TRANSPORTING							

VICTIM WITNESS OWNER FOR DV ONLY: (1) Relationship to defendant: ; (2) DCF contacted; (3) ***list all child witnesses

Name (Last) (Middle) (Race) (Sex) (Date of Birth)

Home Address (Street, Apt. Number) (City) (State) (Zip) (Phone)

Business or Other Address (City) (State) (Zip) (Phone)

Address Source: Verbal Driver's License Voter's I.D Other D.L.#

Synopsis of Testimony:

OTHER PHONE #'S
Cell
Pgr
Wrk

VICTIM WITNESS OWNER FOR DV ONLY: (1) Relationship to defendant: ; (2) DCF contacted; (3) ***list all child witnesses

Name (Last) (First) (Middle) (Race) (Sex) (Date of Birth)

Home Address (Street, Apt. Number) (City) (State) (Zip) (Phone)

Business or Other Address (City) (State) (Zip) (Phone)

Address Source: Verbal Driver's License Voter's I.D Other D.L.#

Synopsis of Testimony:

OTHER PHONE #'S
Cell
Pgr
Wrk

VICTIM WITNESS OWNER FOR DV ONLY: (1) Relationship to defendant: ; (2) DCF contacted; (3) ***list all child witnesses

Name (Last) (First) (Middle) (Race) (Sex) (Date of Birth)

Home Address (Street, Apt. Number) (City) (State) (Zip) (Phone)

Business or Other Address (City) (State) (Zip) (Phone)

Address Source: Verbal Driver's License Voter's I.D Other D.L.#

Synopsis of Testimony:

OTHER PHONE #'S
Cell
Pgr
Wrk

VICTIM WITNESS OWNER FOR DV ONLY: (1) Relationship to defendant: ; (2) DCF contacted; (3) ***list all child witnesses

Name (Last) (First) (Middle) (Race) (Sex) (Date of Birth)

Home Address (Street, Apt. Number) (City) (State) (Zip) (Phone)

Business or Other Address (City) (State) (Zip) (Phone)

Address Source: Verbal Driver's License Voter's I.D Other D.L.#

Synopsis of Testimony:

OTHER PHONE #'S
Cell
Pgr
Wrk

74



**COMPLAINT/ARREST AFFIDAVIT
CONTINUATION**

OSTS NUMBER ¹ POLICE CASE NO. ²

JAIL NO. ³ COURT CASE NO. ⁴

IDS NO. ⁵ AGENCY CODE ⁶ MUNICIPAL P.D. DEF. ID NO. ⁷ MPD RECORDS AND ID NO. ⁸

DEFENDANT'S NAME (LAST, FIRST, MIDDLE) ⁹ DOB (MM/DD/YYYY) ¹⁰

ADDITIONAL CO-DEFENDANT NAME (Last, First, Middle) ¹¹ DOB (MM/DD/YYYY) ¹² IN CUSTODY FELONY JUVENILE
 AT LARGE DV MISDEMEANOR

ADDITIONAL CO-DEFENDANT NAME (Last, First, Middle) ¹¹ DOB (MM/DD/YYYY) ¹² IN CUSTODY FELONY JUVENILE
 AT LARGE DV MISDEMEANOR

ADDITIONAL CHARGES	CHARGE AS:	COUNTS	FL STATUTE NUMBER	VOL. OF SECT	CODE OF	UCR	DV	WARRANT TYPE OR TRAFFIC CITATION...
5. ¹⁴	<input type="checkbox"/> F.S. <input type="checkbox"/> ORD ¹⁵	¹⁶	¹⁷	¹⁸	¹⁹	²⁰	²¹	<input type="checkbox"/> AC <input type="checkbox"/> CAPIAS <input type="checkbox"/> BW <input type="checkbox"/> FW <input type="checkbox"/> PW <input type="checkbox"/> DJUV <input type="checkbox"/> PU <input type="checkbox"/> DAW <input type="checkbox"/> DW <input type="checkbox"/> DWRT ²² CASE #:
6.	<input type="checkbox"/> F.S. <input type="checkbox"/> ORD							<input type="checkbox"/> AC <input type="checkbox"/> CAPIAS <input type="checkbox"/> BW <input type="checkbox"/> FW <input type="checkbox"/> PW <input type="checkbox"/> DJUV <input type="checkbox"/> PU <input type="checkbox"/> DAW <input type="checkbox"/> DW <input type="checkbox"/> DWRT CASE #:
7.	<input type="checkbox"/> F.S. <input type="checkbox"/> ORD							<input type="checkbox"/> AC <input type="checkbox"/> CAPIAS <input type="checkbox"/> BW <input type="checkbox"/> FW <input type="checkbox"/> PW <input type="checkbox"/> DJUV <input type="checkbox"/> PU <input type="checkbox"/> DAW <input type="checkbox"/> DW <input type="checkbox"/> DWRT CASE #:
8.	<input type="checkbox"/> F.S. <input type="checkbox"/> ORD							<input type="checkbox"/> AC <input type="checkbox"/> CAPIAS <input type="checkbox"/> BW <input type="checkbox"/> FW <input type="checkbox"/> PW <input type="checkbox"/> DJUV <input type="checkbox"/> PU <input type="checkbox"/> DAW <input type="checkbox"/> DW <input type="checkbox"/> DWRT CASE #:

²³

COMPLAINT/ARREST AFFIDAVIT - CONTINUATION - COURT COPY

PAGE ²⁴ OF ²⁴

HOLD FOR OTHER AGENCY VERIFIED BY ²⁵ ²⁶

Name: ²⁵

HOLD FOR BOND HEARING. DO NOT BOND OUT (Officer Must Appear at Bond Hearing).

I SWEAR THAT THE ABOVE STATEMENT TRUE AND CORRECT.

SWORN TO AND SUBSCRIBED BEFORE ME ³²

THE UNDERSIGNED AUTHORITY THIS ³²

OFFICER'S / COMPLAINANT'S SIGNATURE ²⁸ COURT ID NUMBER/LOC. CODE ^{29a&b} ()

DAY OF ³³

NAME (Printed) ³⁰ AGENCY NAME ³¹

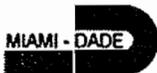
Deputy of the Sheriff, Notary Public ³⁴

I understand that should I willfully fail to appear before the court as required by this notice to appear that I may be held in contempt of court and a warrant for my arrest shall be issued. Furthermore, I agree that notice concerning the time, date, and place of all court hearings should be sent to the above address. I agree that it is my responsibility to notify Clerk of the Court (Juvenile notify Juvenile Division) anytime that my address changes.

You need not appear in court, but must comply with the instructions on the reverse side hereof.

Signature of Defendant / Juvenile, and Parent or Guardian ³⁵

75



Description of Arrest Form Entry Fields
COMPLAINT/ARREST AFFIDAVIT – COURT COPY FRONT SIDE (white copy)

When the defendant is a juvenile write "CONFIDENTIAL JUVENILE" in the upper right hand corner of the form.

(1) **Offender Based Tracking System (OBTS) NUMBER:** No entry made by arresting officer. OBTS is an offender-based tracking system from arrest through disposition. The OBTS number is assigned from the fingerprint card when the defendant is fingerprinted at booking. If the case is cleared by an arrest, and an OBTS number is assigned, the OBTS number assigned to the arrest will be provided in this field. If more than one individual is arrested, choose the primary offender and use the OBTS number assigned to him/her. Will be transferred from AFIS.

(2) **POLICE CASE NO:** Enter the police case report number issued.

(3) **SPECIAL OPERATION ___:** When applicable, write in acronym assigned (e.g., FTAA).

(4) **FELONY** **MISD** **TRAFFIC** **JUV** **DV** **MOVES.** **CIV INF** (Civil Infraction); **WARRANT, FUGITIVE WARRANT:** **In state** **Out of state:** Select from table. Type of arrest. (felony, misdemeanor, traffic, juvenile, domestic violence, M.O.V.E.S (Mobile Operations Victim Emergency Services) or Civil Infraction). If it is a warrant, check the appropriate box; either "warrant," in state fugitive warrant" or "out of state fugitive warrant."

(5) **JAIL NUMBER:** System generated.

(6) **PMHD** **Yes** **No** **Unknown:** Possible Mental Health Defendant. The arresting officer will select from table.

(7) **COURT CASE NUMBER:** Transferred from CJIS.

(8) **IDS NO:** Transferred from CJIS.

(9) **AGENCY CODE:** Enter numeric code of arresting officer's agency; e.g., 30 (MDPD). Edit against agency table.

(10) **MUNICIPAL P.D. DEF. ID NO:** Entry is made by police records personnel from appropriate municipality.

(11) **MDPD RECORDS AND ID NO:** Entry is made by MDPD Identification Section personnel.

(12) **STUDENT ID NO. :** Transferred from CJIS.

(13) **GANG ACTIVITY RELATED ARREST** : check box if yes..

(14) **FRAUD RELATED ARREST:** Check box if yes. Select from drop down.

(15) **DEFENDANT'S NAME (LAST, FIRST, MIDDLE):** Entered by arresting officer; may be selected from existing information in the database.

(16) **ALIAS and/or STREET NAME:** If an alias, street name or nickname is used by the defendant, write that name in the space provided.

(17) **Signal:** **100** **150** **200** **300** **400** **500:** Select from drop down the Criminal Identification Signal.

(18) **DOB (MM/DD/YYYY):** Enter Date of Birth in the format defined.

(19) **AGE:** Enter defendant's age on date of arrest.

(20) **RACE:** Enter race of defendant using abbreviations shown. NOTE: Acceptable values are shown in the code table at the bottom of the reverse side of the Court Copy of the A-form.

- B=Black or African American
- I=American Indian/Alaska Native
- A=Asian//Pacific Islander
- W=White
- U=Unknown

(21) **SEX:** Select from table. Enter "M" for male, "F" for female, or "U" if Unknown.

(22) **Hispanic** **Not Hispanic:** Whenever possible, ask the defendant if he/she is Hispanic, and indicate the

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answer given, else enter your assessment.

ETHNICITY: Whenever possible, ask the defendant to state his/her ethnicity and record response using abbreviations shown below.

- AFR=African American
- ARG=Argentinean
- BRA=Brazilian
- CHI=Chinese
- HTI=Haitian
- MEX=Mexican
- NGA=Nigerian
- VEN=Venezuelan
- ANG=Anglo
- AIN=Asian Indian
- CAN=Canadian
- COL=Colombian
- JAM=Jamaican
- MEA=Middle Eastern
- HIS=Other Hispanic
- UNK=Unknown
- BHS=Bahamian
- CAR=Caribbean
- CUB=Cuban
- JAP=Japanese
- NIC=Nicaraguan
- PRI=Puerto Rican
- OTH=Other

(23) **HEIGHT:** Enter defendant's height in feet and inches (e.g., 5'11).

(24) **WEIGHT:** Enter defendant's weight in pounds (e.g., 175).

(25) **HAIR COLOR:** Select the defendant's hair color from table below:

- BLD=Bald
- BLN=Blond/Strawberry
- GRY=Grey
- SDY=Sandy
- MIX=Grey & Black
- BLK=Black
- BRO=Brown
- RED=Red
- WHI=White
- XXX=Unknown

(26) **HAIR LENGTH:** Select defendant's hair length from table below.

- LNG=Long
- REC=Receding
- MED=Medium
- BDG=Balding
- SHT=Short
- BLD=Bald

(27) **HAIR STYLE:** Select defendant's hair style from table below.

- AFR=Afro/Natural
- DIR=Dirty/Greasy
- PON=Ponytail
- WAV=Wavy/Curly
- BRD=Braided
- DRE=Dreadlocks
- PRO=Processed
- OTH=Other
- BUS=Bushy
- FAD=Fade
- STY=Styled
- DEL=Delasol
- FLT=Flattop
- UNC=Uncombed

(28) **EYES:** Select defendant's eye color from table below.

- BLK=Black
- BRO=Brown
- GRN=Green
- MAR=Maroon
- PNK= Pink
- BLU=Blue
- GRY=Grey
- HAZ=Hazel
- XXX=Unknown

(29) **GLASSES** Yes No: Select from table.

(30) **FACIAL HAIR:** Select the abbreviation from the table below that best describes the defendant's facial hair.

- CLN=Cleanshaven
- FUM=Fu Manchu
- GOT=Goatee
- MUS=Mustache
- UNS=Unshaven
- FUL=Full Beard
- FUZ=Fuzz
- LWL=Lower Lip
- SID=Sideburns

OTH=

(31) **TEETH:** Select from the table below the best description of the defendant's teeth.

- BRA=Braces
- BUC=Buck Teeth
- DIR=Dirty
- BRK=Broken
- DEC=Decayed
- GLD=Gold

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GDL=Gold Lined
MIS=Missing
VWH=Very White

GDD=Gold Designed
NOR=Normal
OTH=Other

(32) **SCARS, TATOOS, UNIQUE PHYSICAL FEATURES (Location, Type, Description):** Select from table. (Table to be provided).

(33) **PLACE OF BIRTH (City, State/Country):** Select from table (Table to be provided).

(34) **LOCAL ADDRESS (Street, Apt. Number) (City) (State) (Zip):** Enter address as per USPS standards (Appendix B).

(35) **PHONE:** Enter defendant's local telephone number, including area code.

(36) **CITIZENSHIP:** Select from table (Table to be provided).

(37) **PERMANENT ADDRESS (Street, Apt. Number) HOMELESS UNKNOWN (City) (State) (Zip):** Enter defendant's legal domicile as per USPS Standards. Select Homeless or unknown if that best describes address.

(38) **PHONE:** Enter defendant's telephone number at permanent address, including area code.

(39) **OCCUPATION:** Enter defendant's usual occupation (e.g., mechanic, teacher).

(40) **BUSINESS OR SCHOOL NAME AND ADDRESS (Street) (City) (State/County) (Zip):** Enter address as per USPS Standards. Select from table either business or school.

(41) **PHONE:** Enter current business/school telephone number, including area code.

(42) **ADDRESS SOURCE:** DL VERBAL (other) : Select from drop down the source from which the defendant's address was acquired.

(43) **DRIVER'S LICENSE NUMBER/STATE:** Enter defendant's driver license number and select state from drop down table.

(44) **SOCIAL SECURITY NUMBER:** Enter defendant's social security number.

(45) **WEAPON SEIZED? Type Yes No:** Select either "yes" or "no." If "yes, indicate the type of weapon.

(46) **If Def. has a Concealed Weapons Permit PERMIT #W:** Enter the permit number, when applicable.

(47) **INDICATION OF: Alcohol influence Y N UNK Drug influence Y N UNK:** Select from drop down, (yes, no, unknown) to indicate if defendant is under the influence of alcohol and/or drugs.

(48) **ARREST DATE (MM/DD/YYYY):** Enter date of arrest in month, day, century and year format. Leave blank if a Referral arrest.

(49) **ARREST TIME (HH:MM):** Enter hour and minutes in military time (24 hour clock). Leave blank if a Referral arrest.

(50) **ARREST LOCATION (Include name of business):** Enter geographic location of arrest (e.g., 135 N.W. 74 Street). Include name of business, if applicable.

NOTE: If a Referral Arrest write "REFERRED" instead of the arrest location. Once notarized, the form will be forwarded to the SAO to determine whether to follow-up.

(51) **GRID:** Enter grid where arrest occurred. Leave blank if a Referral arrest.

CO-DEFENDANTS: Limitless number. A maximum of 3-print on the main A-Form copy, subsequent co-defendants print on the continuation page.

(52) (55) (58) **CO-DEFENDANT NAME (Last, First Middle):** Enter name of principals arrested with defendant involved in commission of crime.

(53) (56) (59) **DOB (MM/DD/YYYY):** Enter co-defendant's date of birth in format indicated.

(54) (57) (60) IN CUSTODY FELONY JUVENILE AT LARGE DV MISDEAMEANOR:
Select from table co-defendant's status.



(61) JUV only Parent Guardian Foster Care (Name) (Street, Apt, Number) (City) (State/Country) (Zip) Phone): For juveniles, select from table. Parent/Guardian/ Foster Care and enter the name, address number, street, apartment number, city, state, zip code and phone number.

(62) Contacted? Yes No: Select "yes" if the person indicated in #61 (Parent/Guardian/ Foster Care) was notified of juvenile's arrest. Select "no" if attempts to contact were unsuccessful.

CHARGES: Unlimited number of charges. (A maximum of 4 charges print on the main page and subsequent charges print on the continuation page).

(63) CHARGES: Enter the specific charge.

(64) CHARGE AS: F.S. ORD: Indicate if the defendant is charged under Florida State Statute (FSS) or municipal/county ordinance (ORD).

(65) COUNTS: Number of counts for each charge.

(66) FL STATUTE NUMBER: Select from table (Table to be provided)

(67) VIOL. OF SECT: Select from table the county/municipal ordinance number with which the defendant is charged. If defendant is charged with an FSS, leave this field blank. (Table to be provided)

(68) CODE OF: Enter municipal code of the city/county whose ordinance number is entered under the VIOL. OF SECT (e.g., 01 for Miami). If defendant is charged with an FSS, leave this field blank.

(69) UCR: Will display from table associated to statute.

(70) DV: Enter a "check mark" if the charge is domestic violence related.

(71) WARRANT TYPE OR TRAFFIC CITATION AC CAPIAS BW FW PW JUV PU AW DVW WRIT CASE#: Select from table. AC - Alias Capias, CAPIAS, BW - Bench Warrant, FW - Fugitive Warrant, PW - Probation Warrant, AW - Arrest Warrant, DVW - Domestic Violence Warrant, JUV PU - Juvenile Pick Up, WRIT- Civil Writ and, if it is a citation, enter the citation case number.

(72) On the ____ day of ____, 20 ____: Enter the numerical date of the month (e.g., 12th), the three letter abbreviation of the month (e.g., Jan) and then the two-digit numeric year (e.g., 05) after the century 20.

(73) at ____ (HHMM): Enter hour and minutes in military time (24 hour clock).

(74) at ____ (Location, include name of business): Enter address of incident. If location is a business, also enter name of business.

(75) NARRATIVE: Enter narrative relative to facts pertaining to charges. Elements of the offenses and probable cause must be set forth in clear, non-legal terminology. A narrative is not needed with a warrant, traffic, out-of-county or out-of-state arrest.

(76) Page __ of __: Enter proper page number at end of narrative; e.g., page 1 of 1, page 1 of 2, page 2 of 2, etc.

(77) HOLD FOR OTHER AGENCY Name: Enter name of agency for which defendant is to be held.

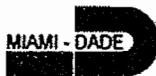
(78) VERIFIED BY: Enter name of individual who verified the hold.

(79) HOLD FOR BOND DO NOT BOND OUT (Officer Must Appear at Bond Hearing): When this box is checked, it will be the arresting officer's responsibility to appear at the bond hearing to explain mitigating circumstances (e.g., pending investigation for additional charges against the defendant or reason to believe the defendant would leave the country if he/she bonds out).

If the defendant is arrested for a felony and the FCIC information indicates the defendant is on parole, the arresting officer shall contact CRB, Automated Systems, to verify the message. If it is verified that the defendant is on release supervision pursuant to Florida Statute 947.1405, 947.146, or 947.149, the arresting officer shall indicate on the bottom of the Complaint/Arrest Affidavit in bold letters, ON PAROLE - NO BOND. Upon arriving at the jail, the arresting officer will advise the booking desk corrections officer that the arrestee is on parole and may not post bond.

(80) I SWEAR THAT THE ABOVE STATEMENT IS TRUE AND CORRECT OFFICER'S COMPLAINTANT'S,

79



SIGNATURE: Enter first and last name, signature, and department name of arresting officer.

(81a & b) COURT I.D. NUMBER/LOC CODE: Enter badge number. The department will display from the association to the badge number..

(82) NAME (Printed): Print the name of the Officer/Complainant who signed the form.

(83) AGENCY NAME: Will display from the association to the code. . .

(84) SWORN TO AND SUBSCRIBED BEFORE ME, THE UNDERSIGNED AUTHORITY THIS ____ DAY OF _____, _____. Enter day (e.g., 10th), month (e.g., Jan) and year (e.g., 2010) that the Deputy of the Court or Notary Public signed.

(85) Deputy of the Court or Notary Public: Entry is made by either the supervisor of the person who initiated the form or any other deputy of the court. No entry is required for traffic or alias capias arrest.

(86) I understand that should I willfully fail to appear before the court as required by this notice to appear that I may be held in contempt of court and a warrant for my arrest shall be issued. Furthermore, I agree that notice concerning the time, date, and place of all court hearings should be sent to the above address. I agree that it is my responsibility to notify Clerk of the Court (Juveniles notify Juvenile Division) anytime that my address changes: Check box if appropriate relative to appearance or nonappearance when defendant is permitted a promise to appear or to pay fine.

(87) You need not appear in court, but must comply with the instructions on the reverse side hereof: Check box if appropriate relative to appearance or nonappearance when defendant is permitted a promise to appear or to pay a fine.

(88) Signature of Defendant / Juvenile and Parent or Guardian: Defendant's signature indicates a promise to appear or that he/she will comply with the instructions listed on the back of defendant's copy. The arresting officer will give the defendant the Defendant's Copy of the Complaint/Arrest Affidavit.

(89) (Right thumb print) of the defendant.

COMPLAINT/ARREST AFFIDAVIT – MDPD COPY REVERSE SIDE (yellow copy) (only the top portion of the form will be automated)

TRANSPORT OFFICER(S): Three lines available for entry of up to three transport officers:

(1) TRANSPORT OFFICER(S): Enter the officer's name.

(2) ID #: Enter officer's court identification number.

(3) Dept #: Enter officer's Police Department #.

(4) Taken To: Enter the station or facility to which the defendant is transported.

(5) Does defendant have any signs/complaints of injury: Yes No: Check applicable box .

(6) Explain: If yes for number (5) above, enter a concise synopsis of the injury or complaint of injury.

(7) Name and Rank of Supervisor Notified: Enter name and rank of supervisor notified.

Defendants Vehicle: When possible, enter defendant's vehicle information.

(8) YEAR: Enter vehicle year.

(9) MAKE: Enter make of vehicle.

(10) MODEL: Enter Model of vehicle.

(11) TAG: Enter license tag of vehicle.

(12) STATE: Enter state of license tag.

(13) VIN: Enter VIN number of vehicle.

(14) COLOR: Enter color(s) of vehicle.

COMPLAINT/ARREST AFFIDAVIT – STATE ATTORNEY COPY REVERSE SIDE (pink copy)

OFFICER INFORMATION: Four lines available for entry of up to four officers:



- (1) **OFFICER NAME:** Enter officer's name.
- (2) **Evidence Confiscated (Y/N):** Enter Y for yes, N for no.
- (3) **DIST/SECTION:** Enter officer's district and section.
- (4) **ID No.:** Enter officer's court identification number (badge).
- (5) **Phone, Cell, Pager:** Enter officer's phone, cell, and pager number.
- (6) **Shift (Days Off/ Duty Hrs):** Enter officer's days off (e.g., M, T) and duty hours (e.g., 1600-2400).
- (7) **LEAD** **RESPONDING** **ARRESTING** **TRANSPORTING:** Check appropriate box for corresponding Officer.
- (8) **DUI ONLY:** **(W)** **(RS)** **(B)** **(M)** **(MW)** **(IC)** **(ICW)** **(BAFF)** **(BAFFW)** **(DRE)**
 20MINOBS Applicable for DUI arrests. Code definitions are as follows:

W	Wheel Officer
RS	Officer who performed the Roadside
B	Officer who performed the Breath Test
M	Maintenance Officer
MW	Miranda Warning
IC	Implied Consent
ICW	Implied Consent Witness
BAFF	Breath Affidavit
BAFFW	Breath Affidavit Witness
DRE	Drug Recognition Expert
20MINOBS	Officer who observed defendant for 20 minutes prior to breath test

VICTIM/WITNESS/OWNER information: Four lines available for entry of up to four victims/witnesses/owners. For DV cases, list all child witnesses:

- (9) **VICTIM** **WITNESS** **OWNER:** Check the box that identifies the relationship of the person to the incident.
- (10) **FOR DV ONLY: (1) RELATIONSHIP TO DEFENDANT:___:** For DV cases, enter the relationship of the person to the defendant.
- (11) **DCF contacted:** Check box if DV and DCF was contacted.
- (12) **NAME (LAST) (FIRST) (MIDDLE):** Enter the name of the person in the format specified.
- (13) **RACE:** Enter the race of the person. Use abbreviations below. NOTE: Acceptable values are shown in the code table at the bottom of the reverse side of the Court Copy of the A-form.
 B=Black or African American
 I=American Indian/Alaska Native
 A=Asian//Pacific Islander
 W=White
 U=Unknown
- (14) **SEX:** Enter the sex of the person. "M" for male, "F" for female or "U" if Unknown. NOTE: Acceptable values are shown in the code table at the bottom of the reverse side of the Court Copy of the A-form.
- (15) **DATE OF BIRTH:** Enter date of birth of the victim, witness or owner.
- (16) **HOME ADDRESS (STREET, APT. NUMBER) (CITY) (STATE) (ZIP) (PHONE):** Enter the person's home address (number and street, apartment number, city, state, zip code and phone number).
- (17) **BUSINESS OR OTHER ADDRESS (CITY) (STATE) (ZIP) (PHONE):** Enter the person's business address (number and street, apartment number, city, state, zip code and phone number).
- (18) **OTHER PHONE#s CELL, PGR, WRK.:** Enter alternate contact information, e.g., person's cell, pager, work numbers or a close family member's telephone number.

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(19) ADDRESS SOURCE: VERBAL DRIVER'S LICENSE VOTER'S ID OTHER
_____ : Check source from which address was obtained.

(20) D.L.# _____ : If Driver's License box is checked, enter driver's license number.

(21) SYNOPSIS OF TESTIMONY: Enter a concise synopsis relative to testimony of each person.

COMPLAINT/ARREST AFFIDAVIT – CONTINUATION SHEET (not an entry form – will print as a continuation of the information that as did not

This form is used to document additional co-defendants, charges and narrative when there is insufficient space on the front side of the Court Copy.

(1) Offender Based Tracking System (OBTS) NUMBER:

(2) POLICE CASE NO:

(3) JAIL NUMBER:

(4) COURT CASE NUMBER:

(5) IDS NO:

(6) AGENCY CODE:

(8) MUNICIPAL P.D. DEF. ID NO:

(9) DEFENDANT'S NAME (LAST, FIRST, MIDDLE):

(10) DOB (MM/DD/YYYY):

CO-DEFENDANTS

(11) CO-DEFENDANT NAME (Last, First Middle):

(12) DOB (MM/DD/YYYY):

(13) IN CUSTODY FELONY JUVENILE AT LARGE DV MISDEAMEANOR:

CHARGES

(14) CHARGES: Enter the specific charge.

(15) CHARGE AS: F.S. ORD:

(16) COUNTS:

(17) FL STATUTE NUMBER:

(18) VIOL. OF SECT:

(19) CODE OF: VIOL. OF

(20) UCR:

(21) DV

(22) WARRANT TYPE OR TRAFFIC CITATION AC CAPIAS BW FW PW JUV PU AW
 DVW

WRIT CASE#:

(23) NARRATIVE:

(24) Page ___ of ___:

(25) HOLD FOR OTHER AGENCY Name:

(26) VERIFIED BY:

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MIAMI-DADE COUNTY, FLORIDA

CONTRACT NO. 748

(27) HOLD FOR BOND DO NOT BOND OUT

(28) I SWEAR THAT THE ABOVE STATEMENT IS TRUE AND CORRECT OFFICER'S COMPLAINANT'S, SIGNATURE:

(29a & b) COURT I.D. NUMBER/LOC CODE

(30) NAME (Printed):

(31) AGENCY NAME:

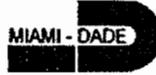
(32 & 33) SWORN TO AND SUBSCRIBED BEFORE ME, THE UNDERSIGNED AUTHORITY THIS ____ DAY OF _____, _____.

(34) Deputy of the Court or Notary Public:

(35) I understand that should I willfully fail to appear before the court as required by this notice to appear that I may be held in contempt of court and a warrant for my arrest shall be issued. Furthermore, I agree that notice concerning the time, date, and place of all court hearings should be sent to the above address. I agree that it is my responsibility to notify Clerk of the Court (Juveniles notify Juvenile Division) anytime that my address changes:

(36) You need not appear in court, but must comply with the instructions on the reverse side hereof

(37) Signature of Defendant / Juvenile and Parent or Guardian:



A-Form Fields

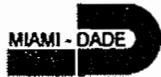
Ref. No.	Field	Editing	Source
1	OBTS		AFIS
2	Police Case No		Data Entry
3	Special Operation Identifier	free format	Data Entry
4	Type of Arrest	DropDownTable	Data Entry
5	Jail Nunumber		System Generated
6	PMHD	CheckBox y/n/	Data Entry
7	Court Case number		CJIS
8	IDS number		CJIS
9	Agency Code	DropDownTable	Data Entry
10	Municipal P.D. Def. ID No		Data Entry
11	MDPD Records and ID No		Data Entry
12	Student ID No		Data Entry
13	Gang Activity Related Arrest	DropDownTable	Data Entry
14	Fraud Related Arrest	DropDownTable	Data Entry
15	Defendant's Name (LAST, FIRST, MIDDLE):		Data Entry
16	Alias and or Street Name		Data Entry
17	Signal	DropDownTable	Data Entry
18	DOB (MM/DD/CCYY)		Data Entry
19	Age		Data Entry
20	Race	DropDownTable	Data Entry
21	Sex	DropDownTable	Data Entry
22	Hispanic	DropDownTable	Data Entry
22	Ethnicity	DropDownTable	Data Entry
23	Height	numeric only	Data Entry
24	Weight	numeric only	Data Entry
25	Hair Color	DropDownTable	Data Entry
26	Hair Length	DropDownTable	Data Entry
27	Hair Style	DropDownTable	Data Entry
28	Eyes	DropDownTable	Data Entry
29	Glasses	DropDownTable (y/n)	Data Entry
30	Facial Hair	dropDownTable	Data Entry
31	Teeth	DropDownTable	Data Entry
32	Scars, tattoos, unique physical features	DropDownTable	Data Entry
33	Place Of Birth City		Data Entry
	Place Of Birth State		

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	Place of Birth Country	DropDownTable	
	Local Address (Street, Apt. Number) (City)		
34	(State) (Zip):	USPS (Appendix B)	Data Entry
	Local Address (City)	DropDownTable	Data Entry
	Local Address (State)	DropDownTable	Data Entry
	Local Address (Zip Code) + 4		Data Entry
35	Phone	Numeric Only	Data Entry
36	Citizenship	DropDownTable	Data Entry
37	Permanent Address (Street, Apt. Number)	USPS (Appendix B)	Data Entry
	Permanent Address (City)	DropDownTable	Data Entry
	Permanent Address (State)	DropDownTable	Data Entry
	Permanent Address (Zip Code)		
	No Address	DropDownTable	Data Entry
38	Phone	Numeric Only	Data Entry
39	Occupation	free format	Data Entry
40	Occupation Type	DropDownTable	Data Entry
	Occupation Name		Data Entry
	Occupation Address (Street)	USPS	
	Occupation Address (City)	DropDownTable	Data Entry
	Occupation Address (State)	DropDownTable	Data Entry
	Occupation (zip)		Data Entry
41	Occupation Phone	Numeric Only	Data Entry
42	Address Source	DropDownTable	Data Entry
43	Driver's License Number	Alphanumeric	Data Entry
43	Driver's License State	DropDownTable	Data Entry
44	Social Security Number	numeric only	Data Entry
45	Weapon Seized	CheckBox (Y/N)	Data Entry
45	Weapon Type	DropDownTable	Data Entry
46	Concealed Weapons Permit PERMIT #W:		Data Entry
47	Alcohol influence	Check Box (Y/N/U)	Data Entry
47	Drug influence	CheckBox	Data Entry
		numeric only (valid date)	
48	Arrest Date (MM/DD/YYYY):		Data Entry
		numeric only (valid time)	
49	Arrest Time (HH:MM):		Data Entry
50	Arrest location (Include name of business):	USPS (Appendix B)	Data Entry
51	GRID:		Data Entry
52,55,58	Co-Defendant's Name (Last, First, Middle)		Data Entry
53,56,59	Co-Defendant's DOB (MM/DD/CCYY)		Data Entry
54,57,60	Co-Defendant's Status	Check Box	Data Entry
	Juvenile's Only		

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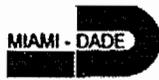


61	Relationship	DropDownTable	
61	Parent's Name (Last, First, Middle)		Data Entry
61	Parent's Address (Street, apt, City, State, County, Zip)	USPS	Data Entry
61	Parent's Phone	numeric only	Data Entry
62	Contacted	CheckBox (y/n)	Data Entry
	Charges		
63	Charge	DropDownTable	Data Entry
64	Charge As		Data Entry
65	Counts	numeric	Data Entry
66	Florida Statute Number	DataBase	Data Entry
67	County/Municipal Ordinance Number		Data Entry
68	City/County Municipal Code	DataBase	Data Entry
69	UCR	DataBase	Data Entry
70	DV	CheckBox	Data Entry
71	WARRANT TYPE	DropDownTable	Data Entry
71	Citation Number		
72	ARREST DATE (MM/DD/YYYY):	numeric only (valid date) MMDDCCYY	Data Entry
73	ARREST TIME (HH:MM):	Numeric Only (valid Time)	Data Entry
74	Arrest Location (Include name of business):	USPS (Appendix B)	Data Entry
74	Arrest Location Business Name	free format	
75	NARRATIVE	free format	Data Entry
76	Narrative Page no	system generated	Data Entry
77	HOLD FOR OTHER AGENCY (agency Name)	free format	Data Entry
78	Hold VERIFIED BY (last name, first, middle)	free format	Data Entry
79	HOLD FOR BOND DO NOT BOND OUT	CheckBox	Data Entry
80	Officer's Signature	Signature	Data Entry
81	Court ID Number	DataBase	Data Entry
81	Locator Code	DataBase	Data Entry
82	Officer's Name (Last, First, Middle)	DataBase	Data Entry
83	Agency Name		Data Entry
84	Authorization Date (MMDDCCYY)		
85	Deputy of the Court or Notary Public	(Supervisor Signature)	Data Entry
86,87	Notice to Appear	CheckBox (Y/N)	Data Entry
88	Signature of Defendant/Parent/ Guardian	Signature	Data Entry
89	Right Thumb Print	AFIS	

MDPD Copy – Reverse Side

Ref. No	Field	Editing	Source
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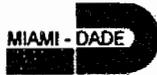


1	Transport Officer Name		DB
2	Court ID	Numeric	data entry
3	Dept	Database	data entry
4	Taken To: (station)	Drop down	data entry
5	Signs/Complaints of Injury	CheckBox (y/n)	data entry
6	Explanation	Free text	data entry
7	Name and Rank of Supervisor Notified:		data entry

SAO Copy – Reverse Side

Ref. No.	Field	Editing	Source
1	Officer's Name	Database	DB
2	Evidence Confiscated	DropDown (y/n)	data entry
3	District/Section	Database	data entry
4	Officer's Court ID	Numeric	data entry
5	Officer's Phone/cell	Database	DB
6	Officer's Shift		DB
	Days off	Database	Db
	Duty Hours	Database	DB
7	Officer Type:	DropDownTable	data entry
8	Officer Type (DUI Only)	DropDownTable	data entry
	Witness/Victim/Owner Information (4 Occurrences on the printed copy no limit on the DB):		data entry
9	Relationship to incident	DropDownTable	data entry
10	Relationship to Defendant (DV Only)	DropDownTable	data entry
11	DCF Contacted	DropDownTable(Y/N)	data entry
12	Last Name		data entry
	First name		data entry
	Middle Name		data entry
13	Race	DropDownTable	data entry
14	Sex		data entry
15	Date of Birth	MMDDCCYY	data entry
16	Address(street number)	GeoCode	data entry
	Address (city)	GeoCode	data entry
	Address (State)	GeoCode	data entry
	Address (Zip)	GeoCode	data entry
17	Business Address(Street Number)	GeoCode	data entry
	Business Address (city)	GeoCode	data entry
	Business Address (State)	GeoCode	data entry
	Business Address (Zip)	GeoCode	data entry
18	Phone (3 occurrences)		data entry
	Phone Type		data entry

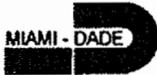
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19	Address Source	DropDownTable	data entry
20	Driver's License	Alphanumeric	data entry
21	Synopsis of Testimony	Free Format	data entry

Continuation of the First Page of the A-Form (for printing purposes only due to the number of co-defendants and charge information exceeding the maximum capacity on the front copy of the A-Form)

Ref. No.	Field	Editing	Source
1	Offender Based Tracking System		
2	Police Case Number		
3	Jail Number		
4	Court Case Number		
5	IDS		
6	Agency Code		
7	Municipal PD def. id no		
8	MDPD Records and ID no.		
9	Defendant's Name		
10	Date of Birth		
	Co-Defendants (print a maximum 2 occurrences. The application should be able to capture a limitless number of co-defendants)		
11	Name (Last, First, Middle)		
12	Date of Birth		
13	Status		
	Charges (print a maximum of 4 occurrences, The application should be able to capture a limitless number of charges)		
14	Charge		
15	Charge as		
16	Counts		
17	Florida Statute Number		
18	Municipal Ordinance		
19	Municipal Code		
20	UCR		
21	DV flag		
22	Warrant Type		
23	Narrative		
24	Page Number		
25	Hold for Other Agency Name		
26	Person verifying hold - Name		
27	Hold For Bond Do Not Bond		



- 28 Arresting Officer Signature
- 28 Arresting Officer Name (Last, First, Middle)
- 29 Badge Number
- 29 Department Locator Number
- 30 Arresting Officer Name
- 31 Arresting Officer Agency
- 32,33 Notarizing Date
- 34 Notarizing Signature
- 35,36 Appear in Court
Defendant's Signature



APPENDIX B
FORM B-1 PRICE SCHEDULE



Form B-1 - Price Schedule

PRISONER PROCESSING ARREST FORM AUTOMATION SOLUTION

A. CONTRACTED PRICE

TOTAL CONTRACT PRICE FOR THE A-FORM SOLUTION, INITIAL TWO (2) YEAR TERM: 1,338,000.00

A. PRICE BREAKDOWN

DESCRIPTION	PRICE
Software License Fee <i>(Please provide detailed cost breakdown below in Table A1)</i>	\$ 1,175,000.00
Professional Services <i>(Please provide detailed cost breakdown below in Table A2)</i>	\$ 25,000.00
Testing, Implementation, and Configuration <i>(Please provide detailed cost breakdown below in Table A3)</i>	\$ 44,000.00
Customization Costs <i>(Please provide detailed cost breakdown below in Table A4)</i>	\$ 41,250.00
Training (as specified in Section 2.10) <i>(Please provide detailed cost breakdown below in Table A5)</i>	\$ 0.00
Interfaces <i>(Please provide detailed cost breakdown below in Table A6)</i>	\$ 40,750.00
Travel	\$ 12,000.00
Additional Costs and Fees <i>(Please list and add additional sheets as necessary)</i>	\$ N/A
Maintenance and Technical Support Service Fees (Initial Contract Term)	
Maintenance and Technical Support Service Fees Year 1	N/A – Warranty Period
Maintenance and Technical Support Service Fees Year 2	No charge - Included
*Total Proposed Price for Initial Term:	\$ 1,338,000.00

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TABLE A1: PRICE BREAKDOWN FOR SOFTWARE

Software Product Name and Version	Unit Type (User/CPU/etc.)	Unit Price	Quantity / Two-year Users	Total (Unit Price x Quantity)
Thinkstream Director	Enterprise	\$ 40,000.00	2	\$ 80,000.00
Thinkstream Gateway	Enterprise	\$ 40,000.00	2	\$ 80,000.00
Thinkstream CCH Report Manager	Enterprise	\$ 200,000.00	1	\$ 200,000.00
Thinkstream Mobile Arrest Reporting Application	Enterprise	\$ 725,000.00	1	\$ 725,000.00
CJIS Integrator	Enterprise	\$ 30,000.00	1	\$ 30,000.00
DB/Agency Integrator	Enterprise	\$ 30,000.00	1	\$ 30,000.00
GIS Interface	Enterprise	\$ 30,000.00	1	\$ 30,000.00
Total for Software:				\$ 1,175,000.00

TABLE A2: PRICE BREAKDOWN FOR PROFESSIONAL SERVICES

Position	Anticipated Hours	Proposed Hourly Rate	Total (Hours x Rate)
Project Manager	100	\$ 125.00	\$ 12,500.00
Systems Analysis	125	\$ 100.00	\$ 12,500.00
Total for Professional Services:			\$ 25,000.00

TABLE A3: PRICE BREAKDOWN FOR TESTING, IMPLEMENTATION, AND CONFIGURATION

Position	Anticipated Hours	Proposed Hourly Rate	Total (Hours x Rate)
QA Engineer	360	\$ 100.00	\$ 36,000.00
Deployment Engineer	80	\$ 75.00	\$ 6,000.00
DBA	20	\$ 100.00	\$ 2,000.00
Total for Testing and Implementation:			\$ 44,000.00

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TABLE A4: PRICE BREAKDOWN FOR CUSTOMIZATION			
Position	Anticipated Hours	Proposed Hourly Rate	Total (Hours x Rate)
Architect	150	\$ 150.00	\$ 22,500.00
Sr. Software Engineer	150	\$ 125.00	\$ 18,750.00
Total for Customization:			\$ 41,250.00

TABLE A5: PRICE BREAKDOWN FOR TRAINING			
Position	Anticipated Hours	Proposed Hourly Rate	Total (Hours x Rate)
Trainer 1	120	\$ 0.00	\$ 0.00
Trainer 2	120	\$ 0.00	\$ 0.00
Total for Training:			\$ 0.00

TABLE A6: PRICE BREAKDOWN FOR INTERFACES			
Position	Anticipated Hours	Proposed Hourly Rate	Total (Hours x Rate)
Architect	80	\$ 150.00	\$ 12,000.00
Sr. Software Engineer 1	150	\$ 125.00	\$ 18,750.00
Sr. Software Engineer 2	80	\$ 125.00	\$ 10,000.00
Total for Interfaces:			\$ 40,750.00

B. OPTIONAL YEARS TO RENEW (OTR) SOFTWARE MAINTENANCE SUPPORT SERVICES, ADDITIONAL A-FORM SOFTWARE LICENSES, AND SOFTWARE ESCROW FEES

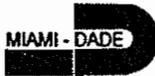


TABLE B1: OTR YEARS TO RENEW (OTR) FEE SCHEDULE – 12 MONTH TERM

The payment by the County of maintenance and support services including subsequent renewals will be limited to individual twelve (12) month terms.

DESCRIPTION	ANNUAL FEE	TOTAL 24 MONTH FEE
OTR 1 - 5 Ongoing Maintenance and Technical Support Service Fees (Years 3 through 12)	-	\$ 2,000,000.00
OTR 1 - Ongoing Maintenance and Technical Support Service Fees Years 3 & 4	\$ 200,000.00 (year 3)	\$ 400,000.00
	\$ 200,000.00 (year 4)	
OTR 2 - Ongoing Maintenance and Technical Support Service Fees Years 5 & 6	\$ 200,000.00 (year 5)	\$ 400,000.00
	\$ 200,000.00 (year 6)	
OTR 3 - Ongoing Maintenance and Technical Support Service Fees Years 7 & 8	\$ 200,000.00 (year 7)	\$ 400,000.00
	\$ 200,000.00 (year 8)	
OTR 4 - Ongoing Maintenance and Technical Support Service Fees Years 9 & 10	\$ 200,000.00 (year 9)	\$ 400,000.00
	\$ 200,000.00 (year 10)	
OTR 5 - Ongoing Maintenance and Technical Support Service Fees Years 11 & 12	\$ 200,000.00 (year 11)	\$ 400,000.00
	\$ 200,000.00 (year 12)	

TABLE B2: ADDITIONAL A-FORM SOFTWARE LICENSES

DESCRIPTION	SOFTWARE LICENSE FEE
Additional A-Form Software License Equivalent To Solution Proposed In This Form B-1 Section B	\$ N/A

TABLE B3: OPTIONAL A-FORM SOFTWARE ESCROW

DESCRIPTION	PRICE					
	Initial 2-year Contract Term	OTR 1	OTR 2	OTR 3	OTR 4	OTR 5
A-Form Software Escrow Fee	\$ (year1)	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
	\$ (year2)					
Total Software Escrow	\$ 5,000.00	\$ 1,000.00				

C. OPTIONAL FUNCTIONAL REQUIREMENTS

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DESCRIPTION	TOTAL PRICE
Optional Functional Requirements as listed in Section 2.9 of the Solicitation.	\$ N/C

D. OPTIONAL PROFESSIONAL SERVICES, PRODUCTS, AND MAINTENANCE SUPPORT SERVICES

TABLE D1: OPTIONAL PROFESSIONAL SERVICES

SERVICE	PROPOSED HOURLY RATE					
	Initial 2-year Contract Term	OTR 1	OTR 2	OTR 3	OTR 4	OTR 5
Project Manager	\$ 125.00	\$ 131.00	\$ 137.50	\$ 144.00	\$ 151.00	\$ 159.00
Developer	\$ 150.00	\$ 157.50	\$ 166.00	\$ 174.00	\$ 182.00	\$ 191.00
Web Developer	\$ 125.00	\$ 131.00	\$ 137.50	\$ 144.00	\$ 151.00	\$ 159.00
Trainer	\$ 80.00	\$ 84.00	\$ 88.00	\$ 93.00	\$ 97.00	\$ 102.00
System Administrator	\$ 125.00	\$ 131.00	\$ 137.50	\$ 144.00	\$ 151.00	\$ 159.00
Database Administrator	\$ 150.00	\$ 157.50	\$ 165.00	\$ 174.00	\$ 182.00	\$ 191.00
On-Site Training (Per Day)	\$ 1,500.00	\$ 1,575.00	\$ 1,654.00	\$ 1,737.00	\$ 1,824.00	\$ 1,915.00
Other (Deployment Engineer)	\$ 75.00	\$ 79.00	\$ 83.00	\$ 87.00	\$ 91.00	\$ 96.00

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TABLE D2: OPTIONAL SOFTWARE PRODUCTS NOT INCLUDED IN PROPOSED A-FORM SOLUTION

PRICE BREAKDOWN FOR OPTIONAL SOFTWARE						
Software Product Name and Version	Unit Type (User/CPU/etc.) Explain type of user if applicable	⁽¹⁾ Unit Price	Minimum Purchased Quantity	Total (Unit Price x Quantity)	Maintenance Support Fee Year 2	⁽²⁾ Maintenance Support Price Adjustment Rates After Year 2
Street Smart v2.0 Upgrade – Provides searching of local, state and federal data sources, secure instant messaging, alerts and Be on the Lookout (BOLOs)	Per Laptop	\$ 600.00	1	\$ 600.00	\$ 120.00	5%
Mobile Dispatch Client – Provides Dispatchers the ability to send alerts, messages and Be on the Lookout (BOLOs) to officers in addition to providing searching of local, state and federal data sources.	Per Agency	\$ 5,000.00	1	\$ 5,000.00	\$ 750.00	5%
Laptop Lineup – Provides ability to perform web based lineup from desktop or vehicle. Officer uploads photo of suspect and lineup is built on the fly.	Per 10 Users Per Year	\$ 1,500.00	1	\$ 1,500.00	\$ 1,500.00	5%
RMS & CAD Integrator – Custom development for agencies who want to connect their RMS or CAD system to the Miami-Dade Justice network for searching their own data	Per Agency Database	\$ 25,000.00	1	\$ 25,000.00	\$ 5,000.00	5%
Dispatch Deluxe – Complete NCIC Entry and Search application for Dispatchers/Communications	Per 5 Users	\$ 1,500.00	1	\$ 1,500.00	\$ 225.00	5%
Total for Optional Software:				\$33,600.00	\$ 7,595.00**	5%

* **Note:** ⁽¹⁾ Maintenance support fees are to be included as part of the year 1 warranty period.

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APPENDIX C
ACCEPTANCE CRITERIA



DELIVERABLE ACCEPTANCE FORM
MILESTONE No. 1,
PROJECT: Prisoner Processing Arrest Form Automation Solution

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade County and Thinkstream, Inc. (Contractor). This document constitutes full acknowledgment by Miami-Dade County acceptance and delivery of the deliverable detailed in Milestone No.1.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

DELIVERABLE NAME: MILESTONE No. 1,

Deliverable Description: During Milestone No. 1, the following tasks will be checked, verified, and adjusted as needed to meet the Milestone No. 1 deliverables. Acceptance by the County, of all the Milestone No. 1 deliverables allows Contractor to submit and invoice in accordance with Milestone No. 1 specified in Article 16.6, and authorizes payment by the County of Contractor's invoice.

Milestone 1 - Task 1: Charter, Task 2: Gap Analysis County and State, Task 3: Gap Analysis Law Enforcement.

Deliverable Date: _____

Accepted Unconditionally: ___ Yes / ___ No

Accepted Conditionally: ___ Yes / ___ No

Acceptance Conditions: _____

Not Accepted: _____

Reason: _____

General Comments: _____

Delivered By:

Signature: _____

Name: _____

Date: _____

Accepted By:

Signature: _____

Name: _____

Date: _____

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DELIVERABLE ACCEPTANCE FORM
MILESTONE No. 2,
PROJECT: Prisoner Processing Arrest Form Automation Solution

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade County and Thinkstream, Inc. (Contractor). This document constitutes full acknowledgment by Miami-Dade County acceptance and delivery of the deliverable detailed in Milestone No. 2

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

DELIVERABLE NAME: MILESTONE No. 2,

Deliverable Description: During Milestone No. 2, the following tasks will be checked, verified, and adjusted as needed to meet the Milestone No. 2 deliverables. Acceptance by the County, of all the Milestone No. 2 deliverables allows Contractor to submit and invoice in accordance with Milestone No. 2 specified in Article 16.6, and authorizes payment by the County of Contractor's invoice.

Milestone 2 - Task 4: System Design, Task 5: Test Tool, Task 6: Web Services Integrator Customization, Task 7: Customization of A-Form, Task 8: Customization of Case Management Application, Task 9: Customization of Reporting.

Deliverable Date:
Accepted Unconditionally: Yes / No
Accepted Conditionally: Yes / No
Acceptance Conditions:
Not Accepted:
Reason:
General Comments:

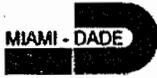
Delivered By:

Signature:
Name:
Date:

Accepted By:

Signature:
Name:
Date:

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DELIVERABLE ACCEPTANCE FORM
MILESTONE No. 3,
PROJECT: Prisoner Processing Arrest Form Automation Solution

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade County and Thinkstream, Inc. (Contractor). This document constitutes full acknowledgment by Miami-Dade County acceptance and delivery of the deliverable detailed in Milestone No. 3.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

DELIVERABLE NAME: MILESTONE No. 3,

Deliverable Description: During Milestone No. 3, the following tasks will be checked, verified, and adjusted as needed to meet the Milestone No. 3 deliverables. Acceptance by the County, of all the Milestone No.3 deliverables allows Contractor to submit and invoice in accordance with Milestone No. 3 specified in Article 16.6, and authorizes payment by the County of Contractor's invoice.

Milestone 3 - Task 10: Deploy Hub in Test and Staging, Task 11:, Deploy Case Management Application in Test and Staging, Task 12: Deploy Mobile Arrest Reporting Application in Test and Staging, Task 13: Deploy Web Services Integrator in Test and Staging, Task 14: Unit Testing, Task 15: Initial User Acceptance Testing, Task 16: Stress and Capacity Testing in Staging.

Deliverable Date: _____

Accepted Unconditionally: ___ Yes / ___ No

Accepted Conditionally: ___ Yes / ___ No

Acceptance Conditions: _____

Not Accepted: _____

Reason: _____

General Comments: _____

Delivered By:

Signature: _____

Name: _____

Date: _____

Accepted By:

Signature: _____

Name: _____

Date: _____

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DELIVERABLE ACCEPTANCE FORM
MILESTONE No. 4,
PROJECT: Prisoner Processing Arrest Form Automation Solution

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade County and Thinkstream, Inc. (Contractor). This document constitutes full acknowledgment by Miami-Dade County acceptance and delivery of the deliverable detailed in Milestone No. 4.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

DELIVERABLE NAME: MILESTONE No. 4,

Deliverable Description: During Milestone No. 4, the following tasks will be checked, verified, and adjusted as needed to meet the Milestone No. 4 deliverables. Acceptance by the County, of all the Milestone No. 4 deliverables allows Contractor to submit and invoice in accordance with Milestone No. 4 specified in Article 16.6, and authorizes payment by the County of Contractor's invoice.

Milestone 4 - Task 17: Deploy Hub, Integrators and Case Management in Production, Task 18: Deploy Mobile Arrest Reporting Application in Production, Task 19: Stress and Capacity Testing in Production, Task 20: Final User Acceptance, Task 21: Training and Deployment for MDCR, JSD, Aventura, MDPD-Intracoastal, MDPD-South District, West Miami, City of Miami (one district) or replacement if a particular agency is not available.

Deliverable Date:
Accepted Unconditionally: Yes / No
Accepted Conditionally: Yes / No
Acceptance Conditions:
Not Accepted:
Reason:
General Comments:

Delivered By:

Signature:
Name:
Date:

Accepted By:

Signature:
Name:
Date:

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DELIVERABLE ACCEPTANCE FORM

MILESTONE No. 5,

PROJECT: Prisoner Processing Arrest Form Automation Solution

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade County and Thinkstream, Inc. (Contractor). This document constitutes full acknowledgment by Miami-Dade County acceptance and delivery of the deliverable detailed in Milestone No. 5.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

DELIVERABLE NAME: MILESTONE No. 5,

Deliverable Description: During Milestone No. 5, the following tasks will be checked, verified, and adjusted as needed to meet the Milestone No. 5 deliverables. Acceptance by the County, of all the Milestone No. 5 deliverables allows Contractor to submit and invoice in accordance with Milestone No. 5 specified in Article 16.6, and authorizes payment by the County of Contractor's invoice.

Milestone 5 - Task 19, 20, 21: Production implementation of first half of arresting agencies that do not have an automated A-Form.

Any issues that arise out of this Milestone may require regression testing of previous milestones, re-deployment of components and/or stress and capacity testing.

Deliverable Date: _____

Accepted Unconditionally: Yes / No

Accepted Conditionally: Yes / No

Acceptance Conditions: _____

Not Accepted: _____

Reason: _____

General Comments: _____

Delivered By:

Signature: _____

Name: _____

Date: _____

Accepted By:

Signature: _____

Name: _____

Date: _____



DELIVERABLE ACCEPTANCE FORM

MILESTONE No. 6,

PROJECT: Prisoner Processing Arrest Form Automation Solution

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade County and Thinkstream, Inc. (Contractor). This document constitutes full acknowledgment by Miami-Dade County acceptance and delivery of the deliverable detailed in Milestone No. 6.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

DELIVERABLE NAME: MILESTONE No. 6,

Deliverable Description: During Milestone No. 6, the following tasks will be checked, verified, and adjusted as needed to meet the Milestone No. 6 deliverables. Acceptance by the County, of all the Milestone No. 6 deliverables allows Contractor to submit and invoice in accordance with Milestone No. 6 specified in Article 16.6, and authorizes payment by the County of Contractor's invoice.

Milestone 6 - Task 19, 20, 21: Production implementation of remaining arresting agencies that do not have an automated A-Form.

Any issues that arise out of this Milestone may require regression testing of previous milestones, re-deployment of components and/or stress and capacity testing.

Deliverable Date: _____

Accepted Unconditionally: _____ Yes / _____ No

Accepted Conditionally: _____ Yes / _____ No

Acceptance Conditions: _____

Not Accepted: _____

Reason: _____

General Comments: _____

Delivered By:

Signature: _____

Name: _____

Date: _____

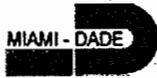
Accepted By:

Signature: _____

Name: _____

Date: _____

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DELIVERABLE ACCEPTANCE FORM

MILESTONE No. 7,

PROJECT: Prisoner Processing Arrest Form Automation Solution

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade County and Thinkstream, Inc. (Contractor). This document constitutes full acknowledgment by Miami-Dade County acceptance and delivery of the deliverable detailed in Milestone No. 7.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

DELIVERABLE NAME: MILESTONE No. 7,

Deliverable Description: During Milestone No. 7, the following tasks will be checked, verified, and adjusted as needed to meet the Milestone No. 7 deliverables. Acceptance by the County, of all the Milestone No. 7 deliverables allows Contractor to submit and invoice in accordance with Milestone No. 7 specified in Article 16.6, and authorizes payment by the County of Contractor's invoice.

Milestone 7 - Task 21: Production implementation of arresting agencies that have an automated A-Form.

The County reserves the right to implement this milestone in the same manner as Milestones 5 and 6.

Deliverable Date: _____

Accepted Unconditionally: Yes / No

Accepted Conditionally: Yes / No

Acceptance Conditions: _____

Not Accepted: _____

Reason: _____

General Comments: _____

Delivered By:

Signature: _____

Name: _____

Date: _____

Accepted By:

Signature: _____

Name: _____

Date: _____

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DELIVERABLE ACCEPTANCE FORM

MILESTONE No. 8,

PROJECT: Prisoner Processing Arrest Form Automation Solution

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade County and Thinkstream, Inc. (Contractor). This document constitutes full acknowledgment by Miami-Dade County acceptance and delivery of the deliverable detailed in Milestone No. 8.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

DELIVERABLE NAME: MILESTONE No. 8,

Deliverable Description: During Milestone No. 8, the following tasks will be checked, verified, and adjusted as needed to meet the Milestone No. 8 deliverables. Acceptance by the County, of all the Milestone No. 8 deliverables allows Contractor to submit and invoice in accordance with Milestone No. 8 specified in Article 16.6, and authorizes payment by the County of Contractor's invoice.

Milestone 8 – Final User Acceptance Testing.

Deliverable Date: _____

Accepted Unconditionally: ___ Yes / ___ No

Accepted Conditionally: ___ Yes / ___ No

Acceptance Conditions: _____

Not Accepted: _____

Reason: _____

General Comments: _____

Delivered By:

Signature: _____

Name: _____

Date: _____

Accepted By:

Signature: _____

Name: _____

Date: _____

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APPENDIX D
ESCROW AGREEMENT

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Thinkstream, Incorporated
6146 Crestmount
Baton Rouge, LA 70809

SOURCE CODE ESCROW AGREEMENT

THIS AGREEMENT is made and entered into effective the TBD day of TBD, 2011 ("the Effective Date"), by and between THINKSTREAM, INCORPORATED, a corporation organized under the laws of the State of Colorado ("Contractor"); and THE COUNTY OF MIAMI-DADE, FLORIDA, A COUNTY IN FLORIDA (Individually identified hereinafter as "Miami-Dade County") and EscrowTech International, Inc. ("Escrow Agent"), collectively, Contractor, Miami-Dade County and Escrow Agent are referred to as "Parties."

RECITALS

WHEREAS, Miami-Dade County has issued RFP No. 748 for an Automated Prisoner Processing Arrest Form Automation Solution

WHEREAS, on or about on January 20, 2011, the Contractor submitted a response to RFP No. 748;

WHEREAS, the Miami-Dade County and Contractor have this date entered into a Contract;

WHEREAS, the Parties desire to enter into a Source Code Escrow Agreement in conjunction with the Contract;

WHEREAS, EscrowTech International, Inc. has agreed to serve as the source code escrow agent for the Parties in accordance with this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

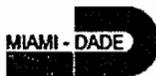
1. Subject of Escrow. Contractor will develop certain computerized services specifically for the Miami-Dade County Automated Prisoner Processing Arrest Form Automation Solution, including computer software and technical support, as well as any upgrades or versions developed during the term of the agreement, which involves highly confidential and sensitive information ("A-Form Software"). A key element in development and use of the A-Form Software is the "source code" -- the actual programming instructions that allow the software to be modified or reverse engineered. This source code specifically developed for the Miami-Dade County is to be saved to a disk, or disks, and placed in the possession of the Escrow Agent. Contractor also acknowledges that from time to time the source code will change, due to changes in developing technology. As such changes occur, Contractor will save the current version of the new source code to a disk, or disks, which will then be placed in the possession of the Escrow Agent. The term "source code," for the purposes of this agreement, shall be described as any code, scripts, and configuration data that are owned and supplied by Contractor and created for or utilized for the A-Form Software.

2. Contingencies. Contractor agrees that should any of the following occur, the Miami-Dade County shall have the right to retrieve the current version of the source code from the Escrow Agent:

A. In the event that Contractor (or any assignee of its obligations under this agreement or any contract under which it is providing computerized services to Miami-Dade County):

i. Becomes insolvent, files for relief under 11 U.S.C. §101, et seq., or should proceedings be instituted against them in involuntary bankruptcy or respite, or should proceedings be taken against them

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looking to the appointment of a receiver, or syndic, or should any order be issued by any court for the appointment of a receiver;

- ii. Ceases to continue to conduct business for a period of thirty (30) days;
- iii. Merges with another business entity that cannot or is not willing to provide the services Contractor has agreed to provide, and is then currently providing to Miami-Dade County, or
- iv. Assigns Contractor's rights to the intellectual property with respect to the Contractor software then currently being used by Miami-Dade County, and the assignee cannot or no longer intends to provide the services Contractor has agreed to provide, and is then currently providing to Miami-Dade County.
- v. Ceases to perform its support duty as defined in Article 11. SUPPORT AND MAINTENANCE SERVICES to the satisfaction of Miami-Dade County.

- B. The Escrow Agent withdraws or is unable or unwilling to continue serving in that capacity without appointment by Contractor of an equally qualified and insured escrow agent, and acceptance of that appointment by the Escrow Agent within 30 days of withdrawal of the predecessor escrow agent.
- C. Any other circumstance that places the source code at risk or otherwise subject to exposure, release or loss and/or potentially jeopardizes the integrity or current status of the Miami-Dade County operation requiring access to a current source code.

3. Miscellaneous. This Agreement is made under and shall be construed pursuant to the laws of the State of California without regard to principles of conflicts of laws. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, arrangements, and understandings with respect thereto. No representation, promise, inducement, statement or intention has been made by any party hereto that is not embodied herein and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not so set forth herein. This Agreement may be modified, amended, superseded, or canceled, and any of the terms, covenants, representations warranties or conditions hereof may be waived, only by a written instrument executed by the party or parties to be bound by any such modification, amendment, supersession, cancellation, or waiver.

4. Notices. Any notice under this Agreement must be in writing, may be telecopied, faxed, sent by express 24-hour guaranteed courier, hand-delivered, or may be served by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with a return receipt requested. The address of the parties for the receipt of notice shall be as follows:

If to Contractor:

Thinkstream, Incorporated
Barry L. Bellue, Sr.
6146 Crestmount Dr.
Baton Rouge, LA 70809
ATTN: Barry L. Bellue, Sr.

If to Miami-Dade County:

Fill in Miami-Dade Information

If to Escrow Agent:

EscrowTech International, Inc.
C7 Data Center Building
333 South 520 West - Suite 230



Lindon, UT 84042

Tel.:

(801) 852-8202

Each notice given by registered or certified mail shall be deemed delivered and effective on the date of delivery as shown on the return receipt and each notice delivered in any other manner shall be deemed to be effective as of the time of actual delivery thereof. Each party may change its address for notice by giving notice thereof in the manner provided above.

5. Change of Escrow Agent. In the event that, for any reason, Contractor chooses to retain an escrow agent other than the one named in this Agreement, Contractor may do so, so long as it gives notice of the name and address of the new escrow agent to Miami-Dade County within ten (10) working days in advance of notifying the escrow agent named herein of the proposed change. Contractor reserves the right to change escrow agents on twenty-four (24) hours' notice to escrow agent via fax, e-mail or letter.

IN WITNESS WHEREOF, the parties have executed this Agreement and rendered it effective as of the Effective Date.

ESCROW AGENT

By: _____

MIAMI-DADE COUNTY

THINKSTREAM, INC.

a Colorado corporation

By: _____

Name, Title

By: _____

Barry Bellue, Sr.
Chief Executive Officer

ATTEST:

Name, Title

By: _____

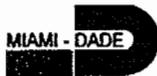
(Insert Name and title)

By: _____

APPROVED AS TO FORM:

Name, County Attorney

By: _____



EscrowTech

EscrowTech Beneficiary Registration Form

Owner: Thinkstream, Incorporated Escrow No. 15193 MB-SP

Beneficiary: Miami-Dade County

Tel.:

Fax:

Contact:

E-Mail:

This Registration applies to the above-identified EscrowTech Escrow and the Software Escrow Agreement dated May 31, 2011 to which Owner and EscrowTech International, Inc. ("EscrowTech") are parties (the "Escrow Agreement").

Owner and Beneficiary have entered into one or more other agreements identified below:

Source Code Escrow Agreement, dated May 31, 2011

Such agreement(s) (including addendums or amendments thereto, if any) is (are) referred to in the Escrow Agreement as the "License Agreement."

The following Software Products are licensed to Beneficiary pursuant to the License Agreement and Beneficiary is registered under the Escrow Agreement for these Software Products only:

- | | |
|------------------------|--|
| Software Product No. 1 | Name: Thinkstream Platform (Director, Gateway, Integrator) |
| Software Product No. 2 | Name: Case Management Application |
| Software Product No. 3 | Name: A-Form Custom Code |
| Software Product No. 4 | Name: Mobile Arrest Reporting Application |

Beneficiary has received and reviewed a copy of the Escrow Agreement. Beneficiary agrees to the terms and conditions of the Escrow Agreement and is hereby made a Party thereto. Beneficiary is entitled to the rights and benefits of a "Beneficiary" under the Escrow Agreement and accepts the obligations of a "Beneficiary" under the Escrow Agreement.

Appendix 1, attached hereto, is part of this Registration and describes the Release Condition and Permitted Use applicable to the Beneficiary under the Escrow Agreement. Date of this Beneficiary Registration: May 31, 2011

OWNER

BENEFICIARY

By: _____

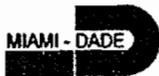
By: _____

Title: Vice-President Customer Relations

Title: _____

For EscrowTech Only!	
Date Received by EscrowTech: _____	EscrowTech Signature: _____

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APPENDIX 1

RELEASE CONDITION:

The Release Condition shall be deemed to have occurred if:

- A. In the event that Owner (or any assignee of its obligations under this agreement or any contract under which it is providing computerized services to Miami-Dade Administrative Agent):
 - i. Becomes insolvent, files for relief under 11 U.S.C. §101, *et seq.*, or should proceedings be instituted against them in involuntary bankruptcy or respite, or should proceedings be taken against them looking to the appointment of a receiver, or syndic, or should any order be issued by any court for the appointment of a receiver;
 - ii. Ceases to continue to conduct business for a period of thirty (30) days;
 - iii. Merges with another business entity that cannot or is not willing to provide the services Owner has agreed to provide, and is then currently providing to Miami-Dade County or
 - iv. Assigns Owner's rights to the intellectual property with respect to the Owner software, as defined in the Source Code Escrow Agreement then currently being used by Miami-Dade County, and the assignee cannot or no longer intends to provide the services Owner has agreed to provide, and is then currently providing to Miami-Dade County.
 - v. Ceases to perform its support duty as defined in Article 11. SUPPORT AND MAINTENANCE SERVICES to the satisfaction of Miami-Dade County.
- B. EscrowTech withdraws or is unable or unwilling to continue serving in that capacity without appointment by Owner of an equally qualified and insured escrow agent, and acceptance of that appointment by the Escrow Agent within 30 days of withdrawal of the predecessor escrow agent.
- C. Any other circumstance that places the source code at risk or otherwise subject to exposure, release or loss and/or potentially jeopardizes the integrity or current status of the Miami-Dade County operation requiring access to a current source code.

PERMITTED USE OF RELEASED DEPOSIT MATERIALS:

The following apply to Deposit Materials released to Beneficiary in accordance with the Software Escrow Agreement:

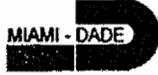
The Miami-Dade County shall have the right to retrieve the current version of the source code from EscrowTech for all purposes relating to the A-Form Project.

|||



ADDENDUM No. 1

**AGREEMENT FOR GOODS AND SERVICES FUNDED BY U.S.
FEDERAL GRANT
(NON-CONSTRUCTION CONTRACTS)**



ADDENDUM No. 1

**AGREEMENT FOR GOODS AND SERVICES FUNDED BY U.S. FEDERAL GRANT
(NON-CONSTRUCTION CONTRACTS)**

The U.S. Federal Government imposes certain procurement requirements on organizations receiving financial assistance directly from Federal awarding agencies to carry out a project or program ("Recipients"). It requires that all contracts, including small purchases, awarded by Recipients and their contractors shall contain the following provisions. For the Agreement (the "Agreement"), between MIAMI-DADE COUNTY ("County") and THINKSTREAM, INC. ("Contractor"), the parties agree that (1) the following terms and conditions apply to the Agreement, (2) the Contractor has the obligation to impose, and shall impose, the same provisions on contractors it may engage in the performance of this work, and (3) by signing this Agreement, the Contractor makes the certifications set forth herein."

1. Equal Employment Opportunity – In fulfilling its obligations under the Agreement, Contractor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. Rights to Inventions Made Under a Contract or Agreement – To the extent that the Agreement requires the performance of experimental, developmental or research work, Contractor agrees that the Federal Government and County shall have rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal agency from which the County received financial assistance to carry out the work contemplated by the Agreement (the "Awarding Agency").

3. Clean Air Act (42 U.S.C. § 7401 *et seq.*) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*), as amended – In the event that the fees payable to Contractor under the Agreement exceed \$100,000, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 *et seq.*). Violations shall be reported to the Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

4. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) – Each tier shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to County.

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.



(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions to the COUNTY.

(3) The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all subrecipients 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 imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. Debarment and Suspension (E.O.s 12549 and 12689) – Contractor certifies to the best of its knowledge and belief, that it and its principals (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a covered transaction by any Federal department or agency; (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

6. Access to Records – Contractor agrees that the County, the Awarding Agency, the Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor that are directly pertinent to Contractor's discharge of its obligations under the Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

7. Trafficking in Persons (22 U.S.C. 7104(g)) – Contractor agrees to comply with the Trafficking Victims Protection Act of 2000 as implemented by 2 CFR 175.

8. Applicability to Subcontractors – Contractor agrees that all contracts it awards pursuant to the Agreement shall be bound by the foregoing terms and conditions except small awards for which the provisions may not be applicable.