

Memorandum



Date: May 4, 2021

Agenda Item No. 8(F)(10)

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Resolution No. R-420-21

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: Recommendation for Approval to Award Court Case Management System

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a contract award, *Contract No. RFP-01622, Court Case Management System*, for the Information Technology Department (ITD). On July 8, 2020, through Resolution No. R-614-20, the Board waived formal bid procedures. This recommendation is the result of a limited competitive process as further described in the Background section below.

There is currently no contract in place for a criminal court case management system. This contract will provide a technically sound, scalable, and state-of-the-art comprehensive Court Case Management System (CCMS) to replace manual, paper-based processes and modernize the current in-house developed mainframe-based criminal justice case management system. The current system is over 25 years old and supports all areas of adult and juvenile law and court administrative agencies. The CCMS will provide an integrated, modern system for criminal court cases for the Eleventh Judicial Circuit Court of Florida and will serve the needs of all County criminal justice agencies and County citizens. The recommended vendor, Pioneer Technology Group, LLC (Pioneer) will be responsible for delivery of a turn-key CCMS solution inclusive of all software licensing, customization, implementation, integration, configuration, data conversion, training, software escrow, maintenance, and support services.

The CCMS will streamline operations and transform the manner in which information is delivered to both criminal justice agencies and constituents. The new platform will modernize the County's technological landscape, bringing about substantial changes in the way County criminal justice agencies conduct business; improve the accuracy and completeness of information and record; and enable timely availability of that information through the use of accessible technology.

Overall, the CCMS provides the following benefits:

- Improves the efficiency of justice agency operations by eliminating duplicate data entry; reducing time spent copying paper documents; reducing dependence on individuals within a justice agency; and reducing time lost locating information or missing documents.
- Facilitates operational decision-making, business intelligence, and caseload management through use of system tools and timely access to information to improve workflow processes.
- Improves the integrity and currency of data through the development of integrations with numerous stakeholder systems, eliminating redundant information and duplicate data entry in disparate systems.

The CCMS will be implemented in a single phase to reduce the project timeline, minimize operational impact, and leverage technical efficiencies by eliminating the need for temporary development to bridge systems. The anticipated implementation timeline is approximately four years in length. Pioneer will work in partnership with a County project management team, which will be inclusive of subject matter and technical experts, as well as representation and consultation from multiple justice agency stakeholders to manage the CCMS implementation.

Scope

The scope of this item is countywide in nature.

Delegated Authority

If this item is approved, the County Mayor or County Mayor’s designee will have the authority to execute the agreement and exercise all provisions of the contract, including the purchase of optional products and services in an amount not exceed \$6,000,000 to convert hard copy case files into the CCMS and any cancellation, options to renew, or extension provisions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Fiscal Impact/Funding Source

The fiscal impact for the initial five-year term is \$12,947,000, which includes a 15 percent contingency to allow for any additional work that may be required by the County, as well as the purchase of additional licenses for enhanced functionality related to warrant processes. Should the County choose to exercise, at its sole discretion, the two, five-year options to renew, the estimated cumulative allocation would be \$26,920,000.

Department	Allocation*	Funding Source	Project Manager
Information Technology	\$12,947,000	Financing Proceeds	Magaly Hernandez
Total:	\$12,947,000		

*Note: The amount depicted in the table does not include additional allocation for optional services as described in the Optional Products and Services section below.

Optional Products and Services

The implementation of the CCMS does not include the conversion of hard copy case files into the CCMS. Due to the sensitivity of the information contained within criminal and juvenile court case files, there are security and confidentiality considerations in converting the files into electronic format and migrating the files into the CCMS. The Administrative Office of the Courts (AOC), the Clerk of the Circuit Courts (COC), and ITD are reviewing various options for completion of this initiative. As an optional service under this contract, the County, in its sole discretion, may opt to utilize Pioneer to complete this conversion effort. Pioneer has established scanning operations that are compliant with security and legal standards required for this conversion, and has completed these services for other courts within the State of Florida. Through this item, expenditure authority is requested in the amount of \$6,000,000 to be utilized if it is determined in the best interest of the County.

Additionally, the contract includes optional products and services for Traffic Case Management, Parking Violations Case Management, and Prosecutor Case Management. Prior to completing any purchase for these optional items, approval will be requested from the Board.

Track Record/Monitor

Beth Goldsmith of the Internal Services Department is the Chief Negotiator.

Background

On April 19, 2018, the County received an unsolicited proposal from Courtview Justice Solutions Inc. d/b/a equivalent for a Court Case Management System for County and Criminal Court, State Attorney, and Public Defender. This unsolicited proposal was reviewed by the County pursuant to the procedures outline in Ordinance No. 17-94. On December 18, 2018, pursuant to Resolution No. R-1290-18, and in accordance with Section 2-8.2.6 of the Code of Miami-Dade County, the Board accepted the unsolicited proposal and authorized the County Mayor or County Mayor’s designee to advertise a competitive solicitation for the same project purpose.

In March 2019, an open competitive Request for Proposals No. RFP-01208 was issued. Pursuant to written recommendation of the Mayor under the County Charter, as a result of technical limitations and responsiveness issues with proposals received in response to RFP-01208, on July 9, 2020, the Board adopted Resolution No. R-614-20, rejecting all proposals received in response to the RFP. Further, Resolution No. R-614-20 authorized a waiver of competitive bids under Request for Proposals No. RFP-01622, to limit competition to the six original proposers that had previously submitted proposals in response to RFP-01208, in an effort to expedite the new solicitation process to meet the critical need for a court case management system. Of the six original proposers, four submitted proposals in response to RFP-01622 on July 29, 2020.

The Competitive Selection Committee (CSC), consisting of technical experts from ITD as well as key representatives from criminal justice stakeholders, including AOC, COC, the State Attorney’s Office (SAO), and the Public Defender’s Office (PDO), began an extensive and thorough evaluation of the proposals. The proposals exceeded 3,000 pages in length and were highly technical in nature.

Following the initial evaluation, the CSC determined that three of the proposers, CourtView Justice Systems dba equivalent, Pioneer, and Tyler Technologies, Inc., provided proposals that warranted additional evaluation. Multi-day system demonstrations and oral presentations were conducted with each proposer to allow the CSC to gain a greater understanding of the technical and operational capabilities of each proposer and their proposed CCMS. Following the presentations, the CSC recommended proceeding to negotiations with Pioneer.

In November 2020, staff entered into a comprehensive negotiation process to achieve a best value contract for the turnkey CCMS. Negotiations included the development of a complete scope of services, involving multiple operational entities and County departments, such as Miami-Dade Corrections and Rehabilitation, various divisions of ITD, Juvenile Services, and the Miami-Dade Police Department; multiple stakeholder entities including AOC, COC, SAO, PDO, the Florida Department of Juvenile Justice, and the Third District Office of Criminal Conflict and Civil Regional Counsel; as well as third party vendors that provide operational systems that will be required to interface with the CCMS.

As a result of negotiations, staff was able to achieve key benefits for the County, including:

- additional Pioneer resources that will be solely dedicated to the County for the duration of implementation of the CCMS;
- additional CCMS functionality for optical character recognition (OCR);
- an extended six-month post implementation support period during which key technical resources will remain dedicated to the County;
- development of comprehensive training materials;
- enhanced maintenance services that cover all legislative and judicial mandates for the term of the contract at no additional cost to the County;
- monetary performance credits to be issued to the County if key performance indicators are not met for technical support;
- a favorable payment schedule that includes an incentive payment that is only payable after successful completion of the post implementation support period; and
- additional cost concessions.

Vendor Recommended for Award

Pursuant to Resolution No. R-477-18, the highest-ranked proposer is recommended in accordance with the method of award per the solicitation and is non-local. No local vendors responded to the solicitation.

Vendor	Principal Address	Local Address*	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Pioneer Technology Group, LLC	1100 Central Park Drive Suite 100 Sanford, FL	None	0	Dave Winters
			0%	

*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendor's employees who reside in Miami-Dade County as compared to the vendor's total workforce.

Vendors Not Recommended for Award

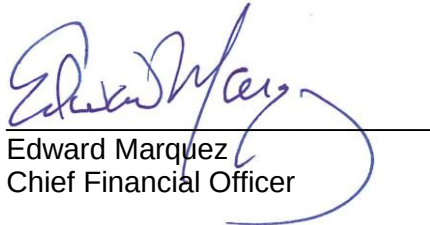
Vendor	Local Address	Reason for Not Recommending
Courtview Justice Systems dba equivalent	No	Evaluation Scores/Ranking
Journal Technologies, Inc.	No	
Tyler Technologies, Inc.	No	

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to vendor responsibility.

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision does not apply due to the funding source.
- The Small Business Enterprise Selection Factor and Local Preference do not apply.
- The Living Wage does not apply.



Edward Marquez
Chief Financial Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: May 4, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(F)(10)

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
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(10)
5-4-21

RESOLUTION NO. _____ R-420-21

RESOLUTION APPROVING AWARD OF CONTRACT NO. RFP-01622 TO PIONEER TECHNOLOGY GROUP, LLC FOR THE PURCHASE OF A CRIMINAL COURT CASE MANAGEMENT SYSTEM IN A TOTAL AMOUNT NOT TO EXCEED \$32,920,000.00, CONSISTING OF \$26,920,000.00 FOR THE INITIAL FIVE-YEAR TERM AND TWO, FIVE-YEAR OPTIONS TO RENEW TERM, AND \$6,000,000.00 FOR THE PURCHASE OF OPTIONAL PRODUCTS AND SERVICES TO CONVERT HARD COPY CASE FILES FOR THE INFORMATION TECHNOLOGY DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING THE PURCHASE OF THE OPTIONAL PRODUCTS AND SERVICES TO CONVERT HARD COPY CASE FILES AND ANY CANCELLATION, OPTIONS TO RENEW OR EXTENSION PROVISIONS, PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38

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

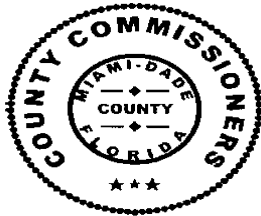
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves award of Contract No. RFP-01622 to Pioneer Technology Group, LLC for the purchase of a criminal court case management system , in substantially the form attached and made a part hereof, for a total amount not to exceed \$32,920,000.00, consisting of \$26,920,000.00 for the initial five-year term and two, five year options to renew term, and \$6,000,000.00 for the purchase of optional products and services to convert hard copy case files for the Information Technology Department; and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf

of Miami-Dade County and to exercise all provisions of the contract, including the purchase of the optional products and services to convert hard copy case files and any cancellation, options to renew or extension provisions, pursuant to 2-8.1 of the Code of Miami-Dade County and Implementing Order 3-38.

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:

	Jose “Pepe” Diaz, Chairman	aye	
	Oliver G. Gilbert, III, Vice-Chairman	aye	
Sen. René García	aye	Keon Hardemon	absent
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of May, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

By: **Melissa Adames**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Oren Rosenthal

Court Case Management System Contract No. RFP-01622

THIS AGREEMENT for the provision of a Court Case Management System (the "Agreement"), made and entered by and between Pioneer Technology Group, LLC, a limited liability company organized and existing under the laws of the State of Florida, having its principal office at 1100 Central Park Drive, Suite 100, Sanford, Florida, 32771 (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County").

WITNESSETH:

WHEREAS, the Contractor has offered to provide a Court Case Management System ("Solution"), on a non-exclusive basis, that shall conform to the Scope of Services (see Appendix A), Request for Proposals ("RFP") No. RFP-01622 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 June 17, 2020 (the "Contractor's Proposal") which is incorporated herein by reference; and

WHEREAS, the County desires to procure from the Contractor such Solution 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 words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- b) The words "Contract" or "Agreement" to mean these (i) Articles, (ii) all other Appendices and Attachments hereto, and (v) all supplemental agreements and/or amendments issued hereto.
- c) The words "Contract Date" to mean the date on which this Agreement is effective.
- d) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated by the County to manage the Contract.

- e) The word "Contractor" or "Pioneer" to mean Pioneer Technology Group, LLC and its permitted successors.
- f) The words "Contractor's Intellectual Property" shall mean all interests of any kind including Contractor's: (1) trade secrets, (2) copyrights, (3) derivatives, (4) Documentation, (5) patents, (6) the Licensed Software, (7) technical information, (8) technology, and (9) any and all proprietary rights relating to any of the foregoing.
- g) The words "County Data" shall mean all data of the County, whether proprietary or non-proprietary to the County, converted for use with the Deliverables.
- h) The words "County Materials" shall mean all materials supplied by the County in connections with this Agreement.
- i) The word "Days" to mean calendar days.
- j) The word "Deliverable(s)" shall mean all Licensed Software and Documentation, as defined below, to be delivered or made available by the Contractor for use by the County, whether on site or remotely accessed, and all Services to be performed for and provided to the County by the Contractor under the Agreement.
- k) The word "Documentation" shall mean all manuals, user documentation, and other related materials pertaining to the Solution which are furnished by Contractor to County in connection with the Solution.
- l) The word "Error" shall mean (1) any error or defect resulting from an incorrect functioning of the Licensed Software caused by the Licensed Software's failure to meet a Functional Specification; or, (2) any error or defect resulting from an incorrect or incomplete statement in Documentation caused by the failure of the Licensed Software and/or the documentation to meet a Functional Specification.
- m) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- n) The words "Final Acceptance" to mean the County's written approval, upon successful completion of the Reliability Period, stating that all components of the Scope of Services have been performed and the Solution is fully operable and in conformance with the Scope of Services of this Agreement.
- o) The words "Functional Specifications" shall mean the functions and/or criteria for the Licensed Software outlined in Appendix A, including all Attachments thereto.
- p) The words "Initial Project Plan" to mean those tasks as further delineated in Appendix C.
- q) The words "Licensed Software" to mean the commercially available programs, programming language, and data in machine readable code licensed by the Contractor to the County, inclusive of all interfaces outlined in Attachment 4 of Appendix A and any future Solution Modifications and/or Enhancements provided by the Contractor to the County in accordance with Article 10.

- r) The word "Maintenance" shall mean any activity intended to eliminate faults, to improve or to keep the Solution in satisfactory working condition, including tests, measurements, adjustments, changes, modifications, enhancements or repairs, and updates as further outlined in Appendix A.
- s) The words "Project Manager" to mean the duly authorized representative designated to manage the Project as designated in Article 20.
- t) The word "Releases" shall mean those versions of the Licensed Software which add functionality to the Licensed Software, including any Updates and Upgrades provided under this Agreement.
- u) The words "Scope of Services" to mean Appendix A, including all Attachments thereto.
- v) The words "Solution" or "System" or "CCMS" to mean the total complement of Licensed Software, Services, Programs, customizations, and all other items, tangible and intangible, designed to operate as an integrated group in order to provide the Solution functionality outlined in the Scope of Services.
- w) The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of contract with the Contractor.
- x) The words "Technical Support Services" to mean those services outlined in Appendix A which the Contractor provides to the County in order to ensure optimal performance of the Solution, include all components thereof.
- y) The words "Third Party Users" shall mean those individuals or entities authorized by the County to perform services, access the Solution, review information, and make inquiries.
- z) The word "Updates" shall mean periodic releases of the Licensed Software that may contain fixes or incremental enhancements to the Licensed Software and are included in Maintenance.
- aa) The word "Upgrades" shall mean periodic releases of the Licensed Software that contain significant enhancements that may include changes necessary to accommodate changes in the hardware platform, database platform, operating system or major changes in capability and functionality and are included in Maintenance.
- bb) The words "Work" or "Services" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

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) Article 1 to Article 57; 2) Appendix A (including any Attachments thereto); 3) Appendix B; 4) Appendix C; 5) Appendix D; and 6) any other appendixes and attachments. This Agreement shall supersede any "click-through" terms and conditions that may be imbedded in the Licensed Software.

ARTICLE 3. RULES OF INTERPRETATION

- a) 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.
- b) 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.
- c) The words "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager;
- e) The words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
- f) 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, or affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) 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, 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.
- b) The Contractor shall provide the services set forth in the Scope of Services (Appendix A), and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent as required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated in the Agreement.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work that are necessary for the completion of this Contract. All Work shall be accomplished at the direction of the County Project Manager and shall meet the

requirements of this Agreement.

- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services (Appendix A). The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. A policy change resulting in a material change to the Scope of Services (Appendix A) will be addressed in accordance with Appendix A, Section 7 (Change Request). 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

The Contract shall become effective on the date identified on the first page of the agreement and shall continue through the last day of the sixtieth (60th) month. The County, at its sole discretion, reserves the right to exercise the option to renew this Agreement for two (2) additional five (5) year periods. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. In the event of such extension, the applicable Maintenance and Support Fees outlined in Appendix B will be prorated to correspond to the duration of the extension. This Contract may be 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 (the "Board").

ARTICLE 6. GRANT OF LICENSE

6.1 License. Contractor grants the County a perpetual license to the Licensed Software and Deliverables described in Appendix A in accordance with the terms and conditions of this Agreement. Contractor will perform the Services also described in Appendix A.

6.2 Scope of License Limited. The right of the County to use the Licensed Software and associated Documentation is for the County's internal use only. No title or ownership in the Licensed Software or Documentation is transferred to the County. The County shall not copy or in any way duplicate the Licensed Software, except for necessary backup and archival procedures approved by Contractor in advance and in writing. The license is granted to those parties outlined in Appendix A, Section 3. The County shall not adapt, modify, reverse engineer, decompile, or disassemble, in whole or in part, any of the Licensed Software and/or any Documentation, except to the extent permissible under this Agreement, including any Appendixes or Attachments hereto.

6.3 Restrictions. The County shall not remove, edit, alter, abridge or otherwise change in any manner any Contractor's Intellectual Property notices. The County may not, and may not permit others to reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the Licensed Software or modify, translate, adapt, alter, or create derivative works from the Licensed Software copy (other than one back-up copy) except to the extent permissible under this Agreement, including any Appendixes or Attachments hereto, distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Licensed Software; or distribute, sublicense, rent, lease, loan or grant any third party access to or use of the Licensed Software to any third party.

ARTICLE 7. DELIVERY

7.1 Delivery of the Solution shall be according to the Scope of Services (Appendix A) and contingent upon Final Acceptance by the County.

7.2 Documentation. The Contractor shall provide electronic copies of the associated Documentation to the County upon Final Acceptance.

ARTICLE 8. MAINTENANCE AND TECHNICAL SUPPORT SERVICES

Contractor shall provide the County with Maintenance and Technical Support Services in the manner outlined in the Scope of Services (Appendix A) for the Solution throughout the term of this Agreement, including any options or extensions exercised by the County.

ARTICLE 9. PROTECTION OF SOFTWARE

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

9.2 Ownership. County further acknowledges that all copies of the Licensed Software in any form provided by the Contractor are the sole property of the Contractor. The County shall not have any right, title, or interest to any Licensed Software or copies thereof except as provided in this Agreement, and further shall secure and protect all Licensed Software and Documentation consistent with maintenance of Contractor's proprietary rights therein.

ARTICLE 10. SOLUTION MODIFICATIONS OR ADDITIONAL SERVICES

10.1 Solution Enhancements or Modifications. The County may, from time to time, request that the Contractor incorporate certain features, enhancements or modifications into the Solution or additional Services related to the Solution not previously provided under Appendix A. When requested by the County, the Contractor shall provide the requested Solution enhancements/modifications including all relevant source code or additional Services. Upon the County's request for such enhancements/modifications or Services, 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 or additional Services.

- a) After the SOW has been accepted a detailed requirements and detailed design document shall be submitted 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. Such enhancements or modifications shall be governed in accordance with Article 43 of the Agreement. Notwithstanding the foregoing, performance of any such modifications or Services shall not compromise the Contractor's warranty obligations.
- b) Following the County's acceptance of all enhancements/modifications, the Contractor shall provide the County, if so requested, with written confirmation of the date the enhancements/modification was applied to the Solution, and any and all Documentation relating to the Licensed Software and or enhancements/modifications thereto.

ARTICLE 11. IMPLEMENTATION SERVICES

- a) If, for reasons reasonably within the Contractor's control, the Contractor fails to provide Deliverables, Solution, Updates, or Upgrades within the time specified or if the Solution delivered fails to conform to the requirements or are found to be defective in material or workmanship, then the County may (i) reject the Deliverable, Solution, Update, or Upgrade

- in totality or (ii) accept any portion of Deliverable, Solution, Update, or Upgrade and reject the balance of the Deliverable, Solution, Update, or Upgrade as further detailed in Appendix B. The County shall notify Contractor of such rejection in writing and specify in such notice, the reasons for such rejection. Contractor agrees to deliver a fix or updated Deliverable, Solution, Update, or Upgrade within a mutually agreed upon time period following the Contractor's receipt of the County's rejection notice.
- b) The Contractor shall bear the risk of loss or damage to the Deliverable, Solution, Update, or Upgrade until the time the Project Manager certifies that the Deliverable, Solution, Update, or Upgrade has successfully completed the acceptance testing 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 gross negligence or willful acts of the County.
 - c) The Contractor agrees to install the Solution at the County's facilities. The installation process shall involve both remote and on-site activity as further detailed in Appendix A. Contractor agrees to commence installation of the Solution according to the Initial Project Plan (Appendix C) which may be modified from time to time in accordance with Appendix A, Section 7. All implementation services will be performed during normal business hours, whenever possible, however some services to be provided may be required outside of normal business hours to accommodate County operations. Work to be performed outside normal business hours will be mutually agreed by both parties. Contractor shall diligently pursue and complete such implementation services without interruption and in accordance with the Appendix C, so that such Solution is in good working order and ready for use by the dates set forth therein.
 - d) Contractor agrees to do all things necessary for proper implementation of the Solution and to perform its implementation 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 to complete Solution installation. The County shall be responsible for resolving all disputes relating to site access between Contractor and/or County personnel. Contractor shall provide all materials necessary to properly implement the Solution and Contractor's employees shall conform with the requirements of Article 25. The County shall attempt to provide reasonable working and secure storage space for the performance by Contractor of the implementation services described herein.
 - e) Unless otherwise agreed to by the County, Contractor agrees as part of the implementation to perform all required Work to successfully achieve all objectives set forth in the Scope of Services (Appendix A), including, but not limited to, (a) solution configuration; (b) interface development; (c) software testing; (d) acceptance and user acceptance testing; (e) training; (f) cooperating with all other contractors that are supplying peripheral or ancillary equipment required for the use of the Solution; and (g) any additional services necessary to ensure Contractor's compliance with this Article 11.
 - f) Solution testing shall consist of the tests described in the Scope of Services (Appendix A) which are to be conducted collectively by the Contractor and the County. The purpose of these tests is to demonstrate the complete operability of the Solution in conformance with the requirements of the Contract. This will include an actual demonstration of all required Functional Specifications. All tests shall be in accordance with test plans and procedures

prepared by Contractor and previously approved by the County in accordance with Appendix A. 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 Solution performance.

ARTICLE 12. TESTS

The Contractor shall configure and program the Solution to conform to the Scope of Services (Appendix A). The Solution shall be subject to numerous tests, including acceptance testing as further defined in the Scope of Services (Appendix A) as developed and agreed by both parties. To assure Solution performance, the County's Project Manager will coordinate all testing of the Solution and provide Final Acceptance upon completion of all milestones and Deliverables as outlined in the Scope of Services (Appendix A).

The County may withhold payment in accordance with the processes outlined in Appendix B for failure of the Solution to satisfy the Acceptance criteria and conform to the requirements set forth in the Scope of Services (Appendix A) by the timeframes set forth in the Initial Project Plan (Appendix C), unless otherwise amended in accordance with the process outlined in Appendix A, Section 7.

After Final Acceptance is granted, any modifications, fixes, enhancements, and/or new releases of the Solution require separate testing periods and sign-off from the Project Manager prior to Go-Live via mutually agreed upon acceptance testing process.

ARTICLE 13. SOLUTION WARRANTY

13.1 Contractor warrants that the Licensed Software shall conform to the Functional Specifications and will be free of material Errors during the Warranty Period. Contractor's sole obligation and responsibility to the County under the foregoing warranty are those remedies outlined in Article 13.3 below. Notwithstanding the foregoing or any other term or provision of this Agreement, with respect to third-party software provided by Contractor hereunder, Contractor makes no warranties, but shall, to the extent legally permitted, pass through to the County all warranties provided by the original licensor/manufacturer.

13.2 Warranty Period. The warranty period shall begin at the date of Final Acceptance and shall continue for a period of one (1) year.

13.3 Remedies. If the Solution does not perform as warranted, Contractor shall use all reasonable efforts, consistent with industry standards, to cure the defect(s) as set forth in the Technical Support Services outlined in the Scope of Services (Appendix A). If the Contractor cannot cure the defect(s) within a mutually agreed upon timeframe, the Contractor, at the County's option, shall: 1) provide a functionally equivalent Solution, or portion thereof, from another provider; or 2) refunds all fees paid by the County to the Contractor for the Solution, or portion thereof.

13.4 Software Warranty Exclusions. The foregoing warranties do not apply to any of the following: (i) Damage arising from any cause beyond Contractor's reasonable control, including, without limitation, damage due to the improper operation or use of Licensed Software by the County, abuse or misuse of the Licensed Software other than as designed or intended, malfunctions caused by alteration or tampering, or any reason specified in this Agreement; (ii) Damage resulting from movement of Licensed Software after its initial installation unless prior consent of Pioneer has been received; (iii) Malfunction or breakdown of Licensed Software due

to attachment to, or addition or use of, Licensed Software not supplied by Contractor with the Licensed Software, or as a result of attachment of the Licensed Software to hardware or software by anyone other than Contractor, or as a result of hardware associated problems; (iv) Damage, malfunction, or breakdown of Licensed Software due to improper operating environment, including, without limitation, temperature, humidity, dust, or static charge; (v) Destruction or damage, in whole or in part, of Licensed Software by any person other than Contractor.

13.5 SOFTWARE WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, CONTRACTOR DISCLAIMS AND THE COUNTY WAIVES ALL WARRANTIES ON THE LICENSED SOFTWARE FURNISHED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND LICENSES THE LICENSED SOFTWARE "AS IS" AND "WITH ALL FAULTS."

ARTICLE 14. FUNCTIONALLY EQUIVALENT SOFTWARE

As long as the County maintains continuous Maintenance and Technical Support Services with Contractor for the Solution and (i) in the event the Solution is no longer supported, and (ii) the Contractor makes available successor software products (e.g., software products based on a new technical architecture) ("Successor Products") with substantially similar price, features, and functionality to the Solution during the Contract Term, including any extensions or renewals thereof, then County, at its sole discretion, may transfer the Solution to the Successor Products, for no additional license fees. In the event the County elects to transfer its license to the Solution to the Successor Products, the County shall return to Contractor the Licensed Software and pay the then-current maintenance fees for the Successor Products, and fees for services, third party hardware and software associated with the transfer to the Successor Products at mutually agreed cost.

ARTICLE 15. ESCROW

The Contractor shall maintain an escrow agreement with a third party, under which the Contractor places the source code for each major release, patch, or fix required to operate the Solution at the time of Final Acceptance as well as any Updates completed to comply with future Maintenance Services and/or Software Enhancements or Modifications. Documentation on the Solution's architecture and installation must be deposited and maintained under the escrow agreement. An initial deposit shall be completed within thirty (30) calendar days of Final Acceptance and shall include source code for all interfaces, Customizations, and/or development completed by the Contractor in order for the Solution to perform as outlined in Appendix A. Future deposits, to include any code revisions that occur as a result of Updates and/or Software Enhancements or Modifications (including interfaces) shall be completed within thirty (30) calendar days of the availability of revised code. Written notifications to confirm all completed deposits shall be provided in accordance with Article 20 within thirty (30) calendar days of the deposit being completed. The County shall be a named beneficiary on the escrow agreement, as represented by Appendix D, "Software Escrow Agreement." Release of source code shall be governed by the terms of the Escrow Agreement. Fees for the software escrow shall be paid directly by the County to the Contractor. No third-party invoicing shall be permitted.

In the event the source code is released to the County, the County agrees to use the code exclusively for internal purposes under the terms and conditions of this Agreement.

ARTICLE 16. PURCHASE OF ADDITIONAL PRODUCTS/OPTIONAL ITEMS

Additional products related to the Solution for which the Contractor is the proprietary provider or authorized reseller/distributor may be purchased during the term of the Contract. In the event the County wishes to purchase such additional items, a County representative will contact the Contractor to obtain a price proposal for the additional items. In the event that the County opts to proceed with the purchase, an amendment and/or supplemental agreement outlining all components (services, timeline, etc.) of the purchase will be mutually agreed upon by the parties and executed in writing and incorporated into the terms of this Agreement.

ARTICLE 17. EXTENSION OF TIME

17.1 If the Contractor is delayed at any time hereunder due to any of the following then the affected schedule or the required performance of Work shall be extended by the County for such reasonable time, subject to the following conditions:

- i. The cause of the delay is beyond the Contractor's control and arises without its fault or negligence, and arises after the execution hereof and neither was nor could have been anticipated by the Contractor by reasonable investigation; and
- ii. The completion of the Work will be actually and necessarily delayed by the causes set forth in "i" above; and
- iii. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay; and
- iv. The Contractor has provided a written request and other information to the County, as described in subsection (17.4) below, within ten (10) business days after the time the Contractor knows or reasonably should have known of any cause which might result in a delay for which the Contractor may request an extension of time (the "Delay Notice"). The Contractor shall specifically state in such Delay Notice that an extension is or may be requested and identify the cause of the delay, describing the nature and its effect on the completion of the affected portions of the Work identified in the Delay Notice. If the Contractor fails to give the Delay Notice timely, the right to request an extension for such cause shall be waived.
- v. Should a war, riot, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, strike, lockout, pandemic (other than those conditions that are known to the parties as of the Contract Date), or prolonged shortage of energy supplies substantially impede Contractor's ability to perform the required Work, the County agrees that the failure to perform, or perform timely, the required Work shall be excused and shall not be considered an Event of Default, provided that the Contractor shall make reasonable efforts to resume the required Work soon as it is possible to do so.

17.2 All references in this Article to the Contractor shall be deemed to include Subcontractors and suppliers, all of whom shall be considered as agents of the Contractor.

17.3 The period of any extension of time shall be only that which is necessary to make up the time actually lost. The County reserves the right to rescind or shorten any extension previously granted if the County subsequently determines that any information provided by

the Contractor in support of its request for an extension of time was erroneous or that there has been a material change in the facts stated.

- 17.4 The County may require the Contractor to furnish such additional information or documentation, as the County shall reasonably deem necessary or helpful in considering an extension request. The Contractor understands an extension of time will not be granted unless the Contractor affirmatively demonstrates to the County's reasonable satisfaction that the circumstances shown justify such extension.
- 17.5 Within thirty (30) days of its receipt of all information and documentation as may be required by the County, the County shall advise the Contractor of its decision on such requested extension. Notwithstanding the foregoing, where it is not reasonably practicable for the County to render its decision within such thirty (30) day period, it shall, prior to the expiration of such period, advise the Contractor that it will require additional time and the approximate date upon which it expects to render such decision.
- 17.6 Since the granting of an extension of time may materially alter the scheduling plans and other actions of the County and since, with sufficient notice, the County might, if it should so elect, attempt to mitigate the effect of the delay for which an extension of time might be claimed, and since mere oral notice may cause a dispute as to the existence or substance thereof, the giving of written notice as required in subsection (17.1)(iv) above shall be a condition precedent to the Contractor's rights hereunder.
- 17.7 Should any person seek a restraining order, preliminary injunction or an injunction, of which the Contractor becomes aware, which may delay the Work, configuration, installation, or delivery of the Solution, the Contractor shall promptly give the County a copy of all legal papers received or prepared or received by the Contractor in connection with such action or proceeding.
- 17.8 Neither permitting the Contractor to proceed with the Work subsequent to any missed schedule or performance of any Work (as such date may have been extended pursuant to Article 18 "Extension of Time Not Cumulative"), nor the making of any payments to the Contractor shall compromise the County's contractual right to delay of payment as outlined within Appendix B "Price and Payment Schedule" or to declare the Contractor in default.
- 17.9 County Extension of Time. The County may exercise upon reasonable notice to the Contractor, an extension of time to complete any County responsibility outlined within the Scope of Services (Appendix A). This notification shall include information as to the need for the extension and the anticipated date of completion. Contractor hereby agrees to make no claim for damages for the extension, whether contemplated or not contemplated, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of Services.

ARTICLE 18. EXTENSION OF TIME NOT CUMULATIVE

In the event the Contractor shall be delayed concurrently by two or more of the causes identified in Article 17 "Extension of Time" above, the Contractor shall be entitled to a separate extension of time for each one of the causes but only one 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 Services unless the overall services 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 19. NO DAMAGES FOR DELAY

The Contractor hereby agrees to make no claim for damages for delay, whether contemplated or not contemplated, in the performance hereunder occasioned by any acts or omissions to act of the County, or any of its representatives or other contractors, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the Work.

ARTICLE 20. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a by courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

(1) to the County**a) to the Project Manager:**

Miami-Dade County
Information Technology Department
5680 SW 87th Avenue
Miami, FL 33173

Attention: Magaly Hernandez
Phone: 305-596-8820
E-mail: Magaly.hernandez@miamidade.gov

and,

b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Strategic Procurement Division
Attention: Chief Procurement Officer
111 NW 1st Street, Suite 1375
Miami, FL 33128-1974

Phone: (305) 375-4900
E-mail: uppaln@miamidade.gov

(2) To the Contractor**a) to the Project Manager:**

Pioneer Technology Group
Attn: Donna McKee
1100 Central Park Drive Suite 100
Sanford, FL 32771
407-321-7434

Dmckee@ptghome.com

b) Executive Contact:

Pioneer Technology Group
Attn: Ryan Crowley
1100 Central Park Drive Suite 100
Sanford, FL 32771
407-321-7434
Ryan@ptghome.com

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

ARTICLE 21. 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 to be performed under this Contract. The compensation for all Work performed under this Contract, including all costs associated with such Work, shall be in accordance with the Price and Payment Schedule (see Appendix B), and all amounts payable hereunder by the County shall be payable to the Contractor pursuant to the payment milestones as defined in Appendix B. Payments shall be based on payment milestones without regard to the hours worked on such milestones by the Contractor. The County shall have no obligation to pay the Contractor or any additional sum in excess of this amount, except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and the Contractor. All Services undertaken by the Contractor prior to the County's approval of this Agreement shall be done at the Contractor's risk and expense.

ARTICLE 22. METHOD AND TIMES OF PAYMENT

All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of Milestone Acceptance Reports in the manner outlined in Appendix B, Attachment 1 or 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. All firms, including Small Business Enterprises ("SBEs"), providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County (the "Code"), the time at which payment shall be due from the County or the Public Health Trust (the "Trust") shall be forty-five (45) days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or Trust, that are SBE contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code. All payments due from the County or the 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 Mayor, 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 Trust.

In accordance with Miami-Dade County Implementing Order No. 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

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

Miami-Dade County
Information Technology Department
invsubp@miamidade.gov

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

ARTICLE 23. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all third party claims, 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. The 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. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the 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.

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Strategic Procurement Division, Certificates of Insurance that 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 Chapter 440, Florida Statutes.
- B. Commercial General Liability Insurance in an amount not less than \$300,000 per occurrence. **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.
- E. Cyber Liability Insurance to include Privacy and Network Security in an amount not less than \$1,000,000 per claim.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Contractor.

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 “A-” as to management, and no less than “Class VII” as to financial strength, by 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 Financial Services, and are a member of the Florida Guaranty Fund.

NOTE: 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 ten (10) business days after the Contract Date. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business 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 fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 24. MANNER OF PERFORMANCE

- a) 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 Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) 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.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Work 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 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.
- d) 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 Work described herein, in a competent and professional manner.
- e) 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 Work.
- f) 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 25. EMPLOYEES 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.

For the term of the Agreement, including any extensions or renewals thereof, the Contractor and any of its employees or Subcontractors, that requires physical or logical access to the County's network must review the Federal Bureau of Investigation's (FBI) Criminal Justice Information

System (CJIS) Security Addendum, attached as Annex A to hereto, and sign the FBI's CJIS Security Addendum Certification upon completion of a fingerprint, criminal background check, proof of citizenship or authorization to be employed in the United States, and successful passing of the CJIS Security Awareness Test, attached hereto as Annex B, biennially.

ARTICLE 26. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work 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 27. DISPUTE RESOLUTION

- a) The parties hereby acknowledges that all disputes relating to the Scope of Services (Appendix A) shall first follow the process outlined in Section 8 therein. In the event that the parties are unable to resolve their difference following the procedure outlined in Appendix A, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. In the event of disputes related to negligence, fraud or misrepresentation before or subsequent to the Contract Date or claims for damages, compensation and losses, the dispute shall seek to resolve such dispute with the Contract Manager, and if not resolved, shall proceed to the process below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- b) In the event of such dispute, the parties to this Agreement authorize the County Mayor 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 Mayor'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 Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.
- c) The County Mayor 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 Mayor participated therein, or by any prior decision of others, 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 Mayor 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

Mayor is entitled to exercise discretion or judgement 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 Mayor, 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, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 28. MUTUAL OBLIGATIONS

- a) 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.
- b) 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.
- c) 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 29. 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 Agreement. 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 30. AUDITS

The County, or its duly authorized representatives and 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 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. The cost of any such audits performed under this Article 30 will be borne by the County.

Pursuant to Section 2-481 of the Code, 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 31. SUBSTITUTION OF PERSONNEL

Contractor's substitution of personnel shall be governed under the process outlined in Appendix A, Section 5.

ARTICLE 32. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

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 which shall not be unreasonably withheld.

ARTICLE 33. SUBCONTRACTUAL RELATIONS

- a) 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, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The Work performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work 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.
- c) 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 Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) 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 Work 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.
- e) 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 related to the performance of the Work hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, which permits the County to request completion by the Subcontractor of the Work pursuant to its performance obligations under the subcontract. The clause shall include an option for the County 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 34. 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 speculative predictions of future events: (a) the County makes no representations or guarantees; (b) the County shall not be responsible for the accuracy of the assumptions presented; (c) the County shall not be responsible for conclusions to be drawn therefrom; and (d) 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 35. 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 36. TERMINATION AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if Contractor, or officers, employees, or agents of the Contractor, attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) 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 Contractor, or officers, employees, or agents thereof, shall be responsible for all costs associated with such termination or cancellation, including attorney's fees.
- c) 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 Code of Miami-Dade County.
- d) The County may terminate this Agreement due to lack of funding appropriation. In the event of such termination, the County shall endeavor to notify the Contractor 90 Days in advance or as soon as is practicable.
- e) The County may terminate this Agreement, upon not less than ten (10) days written notice from the County to the Contractor, if the Solution becomes obsolete or illegal to operate as configured and designed, due to a determination by a federal or state agency with jurisdiction that said Solution is not allowed.
- f) In addition to cancellation or termination as otherwise provided in this Agreement, the County, in its sole discretion, may terminate this Agreement by written notice a minimum of 90 Days prior to the start of the next annual maintenance period.
- g) In the event that the County exercises its right to terminate this Agreement, 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 non-cancelable orders for Deliverables, including Updates and Upgrades, 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; and
 - v. take no action which will increase the amounts payable by the County under this Agreement.
 - vi. Within 10 business days, refund to the County a prorated amount of any annual Maintenance and Support fees already paid by the County to Contractor for the remainder of the annual Maintenance and Support period as of the Effective Termination Date.
- h) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
- i. portion of the Work completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable 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.
- i) All compensation pursuant to this Article are subject to audit.
- j) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 37. EVENT OF DEFAULT

- a) 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, Solution, Work, Updates or Upgrades on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Work;

- 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 subsection b below;
 - vii. the Contractor has failed in the representation of any warranties or certifications stated herein.
 - viii. data breach
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe 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 the 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 Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 38. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor (the "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. The County shall, except in the events described in Article 36, paragraph "a" 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 39. REMEDIES IN THE EVENT OF DEFAULT

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

- a) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and

- b) 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.

ARTICLE 40. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) 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.
- d) In the event of a third party claim that the Contractor Deliverables infringe the intellectual property rights of a third party, Contractor shall have the right, as the County's sole and exclusive remedy against Contractor, at Contractor's sole election, to: (i) modify the allegedly infringing Contractor Deliverables to be non-infringing, provided that such modification does not adversely impact the functionality of the Licensed Software in any material respect; or (ii) obtain a license or other rights to enable the County to continue to use the applicable Licensed Software as contemplated in this Agreement.
- e) 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 or Solution hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The County may reject any Deliverable or Solution 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.

ARTICLE 41. CONFIDENTIALITY

- a) All County Materials and County Data 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, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. 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, Subcontractors 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.

- b) The Contractor shall advise each of its employees, agents, subcontractors 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 subcontractor's 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.
- c) It is understood and agreed that in the event of a breach of this Article 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, subcontractors or suppliers without the prior written consent of the County or as may be required by applicable law. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 42. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

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.

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 (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all third party license agreements must also be honored by the Contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

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 43. PROPRIETARY RIGHTS

- a) Contractor Ownership. As between Contractor and the County, Contractor shall be the sole owner of all right, title, and interest in and to the Licensed Software, all Deliverables, documentation, and any and all copies or derivatives created by either Party, exclusive only of the County Materials. The County hereby irrevocably grants, transfers, and assigns to Contractor, without reservation, all worldwide ownership rights, title, and interest, including, without limitation, any and all Contractor's Intellectual Property which the County may have or acquire, by operation of law or otherwise, in and to any or all of the Licensed Software, the Deliverables, Documentation, and in and to any other Intellectual Property of Contractor, along with the good will of the business appurtenant to the use of any of the same. The County further hereby irrevocably transfers and assigns to Contractor any and all moral rights the County may have in and to such Licensed Software, the Deliverables, Documentation, and in and to any other Contractor's Intellectual Property, and hereby forever waives and agrees never to assert any moral rights it may have during or after termination or expiration of this Agreement. The County shall, at the request of Contractor, execute any and all documentation necessary to formally transfer such rights to Contractor. The County shall promptly notify Contractor in writing if it becomes aware of any violation, infringement, or unfair competition related to the Contractor Intellectual Property.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its Subcontractors specifically for the County (collectively, the "Developed Works"), shall become the property of the Contractor. The Contractor shall grant the County a perpetual license in those Developed Works developed at the request of the County, in conjunction with the County, specifically for the County's use, at no additional cost. This paragraph expressly excludes the Licensed Software and all related Deliverables and Documentation, and is further limited to only those Developed Works developed at the request of the County, in conjunction with the County, specifically for the County's use.
- c) The County Ownership. As between Contractor and the County, the County shall be the sole owner of all right, title, and interest in and to all the County Data and the County Materials. Contractor hereby irrevocably grants, transfers, and assigns to the County, without reservation, all worldwide ownership rights, title, and interest, including, without limitation, any and all intellectual property rights, which Contractor may have or acquire, by operation of law or otherwise, in and to any or all of the County Data or the County Materials. Contractor further hereby irrevocably transfers and assigns to the County any and all moral rights Contractor may have in such County Data or the County Materials, and hereby forever waives and agrees never to assert any moral rights it may have or obtain, during or subsequent to the termination or expiration of this Agreement. Contractor shall, at the request of the County, execute any and all documentation necessary to formally transfer such rights to the County.

ARTICLE 44. VENDOR REGISTRATION/CONFLICT OF INTEREST**a) Vendor Registration**

The Contractor shall be a registered vendor with the County – Internal Services Department, Strategic Procurement Division, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. Miami-Dade County Ownership Disclosure Affidavit
(Section 2-8.1 of the Code of Miami-Dade County) 2. Miami-Dade County Employment Disclosure Affidavit
(Section 2.8.1(d)(2) of the Code of Miami-Dade County) 3. Miami-Dade County Employment Drug-free Workplace Certification
(Section 2-8.1.2(b) of the Code of Miami-Dade County) 4. Miami-Dade County Disability and Nondiscrimination Affidavit
(Section 2-8.1.5 of the Code of Miami-Dade County) 5. Miami-Dade County Debarment Disclosure Affidavit
(Section 10.38 of the Code of Miami-Dade County) 6. Miami-Dade County Vendor Obligation to County Affidavit
(Section 2-8.1 of the Code of Miami-Dade County) 7. Miami-Dade County Code of Business Ethics Affidavit
(Sections 2-8.1(i), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County) 8. Miami-Dade County Family Leave Affidavit
(Article V of Chapter 11 of the Code of Miami-Dade County) 9. Miami-Dade County Living Wage Affidavit
(Section 2-8.9 of the Code of Miami-Dade County) | <ol style="list-style-type: none"> 10. Miami-Dade County Domestic Leave and Reporting Affidavit (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County) 11. Miami-Dade County E-Verify Affidavit
(Section 448.095, Florida State Statutes) 12. Miami-Dade County Pay Parity Affidavit
(Resolution R-1072-17) 13. Miami-Dade County Suspected Workers' Compensation Fraud Affidavit
(Resolution No. R-919-18) 14. Office of the Inspector General
(Section 2-1076 of the Code of Miami-Dade County) 15. Small Business Enterprises
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations. 16. 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. |
|---|--|

b) **Conflict of Interest and Code of Ethics**

Section 2-11.1(d) of the Code requires that 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, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics 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. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1 (y), the Miami-Dade County Commission on Ethics and Public Trust shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 45. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices

and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements.

Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is authorized to retain the services of independent private sector inspector general(s), and empowered to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents,

back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 46. 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:

- a) Equal Employment Opportunity, in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions, as applicable to this Contract.
- c) The Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7671q and the Federal Water Pollution Control Act, 33 U.S.C. 1251-1387, as applicable to this Contract.
- d) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics".
- e) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- f) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- g) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- h) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- i) Section 448.07 of the Florida Statutes "'Wage Rate Discrimination Based on Sex Prohibited".
- j) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- k) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- l) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- m) Any other laws prohibiting wage rate discrimination based on sex.

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "h" through "m" above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or

inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Contractor prior to authorizing work and as needed.

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 47. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants 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, 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 48. CONFLICT OF INTEREST

The Contractor represents that:

- a) 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 award of this Agreement.
- b) 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.

- c) 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; 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.
- d) 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.
- e) 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 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 49. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

- a) 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
- b) 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
- c) Except as may be required by law, the Contractor and its employees, agents, Subcontractors and suppliers will not represent, directly or indirectly, that any Work, Solution or Service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 50. 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 51. 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. Venue shall be Miami-Dade County.

a) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 39 of this Contract.

ARTICLE 52. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF. If no suitable candidates can be employed after a referral period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at <https://iapps.careersourcesfl.com/firstsource/>.

ARTICLE 53. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with the Public Records Laws shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128

ARTICLE 54. 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 55. 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 the 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 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 the County for an accounting of disclosures; and
8. making internal practices, books and records related to PHI available to the County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (i.e., 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 56. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Section 2-8.10 of the Code, the County has established the User Access Program UAP), including the application of a user access fee in the amount of two percent (2%). Due to the funding sources associated with this Contract, the Contract is not subject to the two percent (2%) UAP fee. However, this fee applies to use of this Contract by any other governmental, quasi-governmental or not-for-profit entity under the Joint Purchase Program, as further described herein. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program.

b) Joint Purchase Program

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement ("Joint Purchase Program") are eligible to utilize or receive County Contract terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall

notify the ordering entity, in writing, within three business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods, if applicable, on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

ARTICLE 57. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

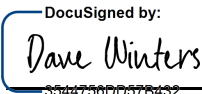
By entering the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Florida Statute, titled "*Verification of Employment Eligibility*." This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective, January 1, 2021, and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination, and the Contractor may be liable for any additional costs incurred by the County resulting from the termination of the Contract. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

(BALANCE OF PAGE INTENTIONALLY BLANK)

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

Contractor

Miami-Dade County

By: 
Name: Dave winters
Title: Chief Financial officer
Date: 4/7/2021

Written Declaration: Pursuant to Florida Statutes Section 92.525, under penalties of perjury, I declare that I have read the foregoing and preceding, and state as fact that I am authorized as a representative of the Contractor to execute this Agreement

By: _____
Name: Daniella Levine Cava
Title: Mayor
Date: _____
Attest: _____
Clerk of the Board

Approved as to form
and legal sufficiency

Assistant County Attorney



Miami-Dade County, FL Criminal Case Management System

Appendix A

Scope of Services (SOS)

**To Implement the Criminal Court Case Management System
for Miami-Dade County, FL**

**PIONEER TECHNOLOGY GROUP, LLC
("Pioneer")**

and

**MIAMI-DADE COUNTY, FLORIDA
("County")**

Contact Information

Pioneer Technology Group, LLC
1100 Central Park Drive, Suite 100
Sanford, Florida 32771



All Benchmark™ software, trade names, Documentation manuals, report libraries, and any other material are Copyright 2007-2019 by Pioneer Technology Group, LLC, (PTG) ALL RIGHTS RESERVED.

All the following are service marks of Pioneer Technology Group, LLC, or its affiliates and are protected by inclusion herein; Benchmark™, Pioneer Technology Group, Pioneer Content Management Group, Pioneer Records Management Group.

Contents

Contact Information..... 0

1. Project Purpose..... 3

2. Scope of Licensed Software 3

3. Licensed Software 3

4. Project Governance 5

5. Project Staffing 5

6. Project Management..... 6

 Project Manager..... 6

 Project Charter..... 6

 Project Plan 7

 Status Meetings..... 7

 Project Meetings 8

 Infrastructure Meetings..... 8

 Meeting Agendas..... 8

 Meeting Notes 8

 Status Reports..... 8

 Pre-and Post-Trip Reports 9

 Issue Log 9

7. Change Request Process..... 9

8. Dispute Resolution Process 10

9. Project Phases and Deployment Strategy 10

10. Project Kickoff 10

11. Functional Discovery..... 10

 Process Discovery 10

 Gap Analysis Review Process 11

12. Data Conversion..... 11

 Conversion Process 12

 Data and Image Sources 13

13. Workflow Configuration 15

 Configuration Process..... 15

14. Customizations..... 16

15. Forms and Reports Development..... 16

Process for Forms and Reports Development	17
16. Interfaces	18
17. Testing	18
Functional Testing.....	18
Deficiency /Issue Tracking	19
User Acceptance Testing.....	19
Performance Testing	22
18. Training.....	22
19. Go-Live.....	22
20. Reliability Period	23
21. Final Acceptance.....	23
22. Maintenance and Support.....	23
23. Industry Standards and State of Florida Judicial Mandates	23
24. Assumptions.....	26
25. Hardware/Database Requirements.....	27

Attachment 1: Acronyms and Definitions**Attachment 2: Functional Specifications Matrix****Attachment 3: Technical Specifications Matrix****Attachment 4: Interface Development Matrix****Attachment 5: Resource Allocation Plan****Attachment 6: Documents Definitions****Attachment 7: Training Plan****Attachment 8: Maintenance and Support Services**

1. Project Purpose

The purpose of this project is to replace Miami-Dade County's existing IBM mainframe hosted, in house developed Criminal Justice Information System ("CJIS") with Pioneer Technology's Benchmark Case Management System. Thus, improving the County's existing workflow processes to take advantage of industry best practices that best leverage the Benchmark application. CJIS is the system of record in the County for criminal and juvenile cases, from time of arrest/inception to case disposition. CJIS is used by approximately 150 local agencies that include municipal, state and federal law enforcement agencies. It is used to track over 120,000 open felony, misdemeanor, and juvenile cases. At close to 10 million online transactions per year and producing approximately 1,000 reports, it is one of the largest legacy systems maintained by the County's Information Technology Department ("ITD").

Goals include:

- Streamlining operations.
- Modernizing processes.
- Increasing case processing efficiency.
- Improving data integrity.
- Decreasing repetitive work and redundant data entry.
- Improving data sharing between departments, justice partners, and third parties.
- Reducing reliance on paper and printing.
- Enhancing the public's access to the court system.

The project Scope of Services (SOS) includes all Services and associated deliverables described in each section and subsection.

2. Scope of Licensed Software

The Licensed Software shall be granted to the County in accordance with Article 6 of the Agreement. The Licensed Software will be used for case management in the criminal and juvenile court operations in the County, as the representative of the Eleventh Judicial Circuit Court of Florida (Court) and the Clerk of the County and Circuit Courts (Clerk). All Licensed Software modules and Application Programming Interfaces (API) that are identified in Section 3 of the Scope of Services as License Type "Enterprise License" below provide access rights to all County, Court, and Clerk employees, staff, Pioneers, agents, and the employees, staff, Pioneers, and agents of other governmental or criminal justice partners which reasonably require access as part of the operations of the Eleventh Judicial Circuit Court of Florida, without limitation as to the number of users that may concurrently access the Licensed Software. The scope of the License Software shall not extend to other Circuit Courts outside of the Eleventh Judicial Circuit. The scope of the Licensed Software shall not extend to other Circuit Courts outside of the Eleventh Judicial Circuit, except in the event that the Governor or designee reassigns a case that originated in the Eleventh Judicial Circuit to another Circuit Court as a result of a conflict. In such circumstance, the scope of the Licensed Software will be extended to grant temporary access to the CCMS for the impacted case for the alternative Circuit Court.

3. Licensed Software

Product Name	Modules Included in Product	License Type
Benchmark CMS	Benchmark, Document Management, In Court Processing	Enterprise License

Benchmark Web*	E-filing, Judge Tools and Judicial Viewer, Non-public Stakeholder Portal, and Attorney Portal	Enterprise License
Extract Systems ID Shield	Auto Redaction and OCR (Third Party Software, fully integrated within Licensed Software)	Enterprise License, limited to 25 million images per year. Pricing for additional images is delineated in Appendix B.

*The Licensed Software includes a grant of license for an unlimited number of Benchmark Web portals. This Scope of Services specifies the Services to be provided by the Pioneer for the implementation of portals that have been mutually agreed to by the parties at the price outlined in Appendix B. Any future Services for the implementation of additional portals shall be provided in accordance with Article 10 of the Contract.

Benchmark APIs Licensed to the County

In addition to the interfaces to be developed and provided to the County in accordance with Attachment 4, the APIs outlined below shall also be included in the Licensed Software. These APIs can be utilized by the County for various systems not specifically identified below which can consume or supply data in the same manner described. Additionally, should Pioneer develop an API toolkit in the future, this toolkit shall be provided to the County as part of the Licensed Software at no additional cost as long as the County is current on annual Maintenance and Support fees. Any future Services requested by the County from Pioneer related to the APIs shall be provided in accordance with Article 10 of the Contract.

- **CCIS 3.0 Pull Services** – Web services that provide case information to the CCIS web site. These web services are used by CCIS to perform real time case lookups by UCN to retrieve court events, financial assessments, sentence information, reopen history, judge assignment history, warrant/summons/capias information, progress docket, and docket images.
- **Benchmark Credit Card Web Service** – Web service that provides case summary information and outstanding case balance. This service is used primarily by partner credit card vendors for accommodating real time case look up on the vendor's web payment portal for the purposes of searching for cases and displaying case information. This service includes case searches by case number, citation number, numeric case number, numeric citation number, as well as name and DOB searches.
- **Image Web Service** – Web service that is used to save and retrieve images.
- **E-file Web Service** – Web service used by the FL E-File Portal for the purposes of looking up case information. This service includes searches by UCN and returns basic case information including case style and status.
- **Jail Web Service** – Web service used by partner jail vendors to submit booking information for the purposes of creating pending cases or executing warrants.

Other Services that consume files in a standard format to create cases or process payments:

o **Citation Service** – The citation service currently supports several file formats, including the TCATS FHP 6.1 file format. Any vendor that can provide text files in any of the supported formats can be processed by the citation service.

o Payment Service – The payment service currently supports several file formats used by multiple payment vendors. Any payment vendor that can provide text files in any of the supported formats can be processed by the payment service.

4. Project Governance

Project governance structure is an operating process that identifies how the implementation of the CCMS will be governed and organized. The structure ensures that the CCMS has been developed and implemented in a way that ensures alignment on the expectations of both Pioneer Technology Group and Miami-Dade County. Successful project governance provides direction for Project Managers and Project Stakeholders to ensure timely decision making during the project's life cycle.

Miami Dade County:

The project governance levels for the County are outlined below. Decisions and issue resolution will roll-up from the Project Management Team to the Project Steering Committee.

- **Project Steering Committee:** Will consist of the County Project Managers, Executive Oversight Manager and Operational and Technical Division and/or applicable Department Directors, and Elected Officials, and champions project throughout their representative organizations; helps resolve issues and make policy decisions; approves scope changes and provides direction and guidance to the project.
- **CCMS Project Management Team (PMT):** Will consist of the respective Project Managers, Executive Oversight Manager, and Operational Leads.

Pioneer Technology Group:

The project governance for Pioneer is outlined below. Decisions and issue resolution will roll-up from the Project Managers to Implementation Management and when needed escalate to Executive Management.

- **Executive Management-** Will consist of Pioneer Executive Management and will party have oversight involvement with the project and is part of the Pioneer escalation process.
- **Implementation Management-** Will consist of Pioneer Implementation Management and will have direct involvement with the project and is part of the Pioneer escalation process and has quality oversight responsibilities.
- **Project Managers-** Will consist of the 2 dedicated Pioneer project managers and will have direct involvement with the project's day to day activities and is part of the Pioneer escalation process.

5. Project Staffing

Project staffing will be provided in accordance with the Resource Allocation Plan outlined in Attachment 5.

The Pioneer Key Personnel outlined in Attachment 5 are the Pioneer personnel designated by Pioneer, and approved by the County, who will be responsible for Pioneer's day-to-day project operations as described in this Scope of Services. Substitutions in the Pioneer Key Personnel must be made known to County, and County must grant prior written approval before any such personnel change or substitution

can become effective. County agrees not to unreasonably withhold any such approval; however, such decision is subject to its Project Manager’s sole discretion. Any such employee being presented as a potential substitution must possess equal or superior skills, qualifications, and experience in terms of projects completed and modules/versions implemented as defined in Section 3. The County reserves the right to conduct interviews, check references, or use any other means the County deems appropriate prior to granting approval of a substitution. All costs associated with the substitution of personnel shall be borne by the Pioneer. Any substitution of personnel must be completed within ten (10) Business Days or other mutually agreed upon timeframe.

Notwithstanding employment changes outside of the Pioneer’s control, such as sickness, jury duty, changes in employment status, personal hardship, military deployment, or other material changes, the Pioneer agrees to avoid replacing or reassigning any Key Personnel under this Agreement, except in accordance with a County request pursuant to the paragraph below. Pioneer shall provide the Pioneer Key Personnel as long as said staff are in Pioneer’s employment. If it becomes necessary for Pioneer to replace any Pioneer Key Personnel under this Agreement, Pioneer will give County as much advance written notice of the replacement as is feasible and will provide County with reasonable written details concerning the proposed replacement, including resumes, references, etc.

In the event County’s Project Manager determines in good faith that the continued assignment of any such Key Personnel is not in the best interests of County, then County’s Project Manager shall give Pioneer written notice to that effect requesting that the employee be replaced. Promptly after its receipt of such a request, Pioneer shall investigate the matters stated in the request and discuss its findings with County’s Project Manager. Pioneer shall replace Key Personnel in accordance with this Section, provided that any delay in Services caused by the replacement requested by County shall be considered caused by County. Nothing in this provision shall be deemed to give County the right to require Pioneer to terminate any Pioneer employee’s employment; it is intended to give County only the right for its Project Manager to request that Pioneer discontinue using a specific employee on County’s work, services, or Project.

6. Project Management

Project Manager

Pioneer will assign, at a minimum, two dedicated Pioneer Project Managers to the completion of this Scope of Services. The Pioneer Project Managers will participate remotely and on-site as dictated by the mutually agreed upon Project Plan, further described below. The Pioneer Project Managers will be responsible for the creation, maintenance, and completion of the Deliverables defined in this Section 6.

Project Charter

The Project Charter authorizes the work of the project and sets the high-level guidelines, including project objectives, success criteria, high-level risks, summary schedule, project approval authority, and high-level requirements. Pioneer will take the lead to develop a Project Charter to guide the Services as further defined in the table below.

Project Charter Responsibilities	
PIONEER RESPONSIBILITIES	COUNTY RESPONSIBILITIES
Develop Project Charter	- Review and provide feedback on the Project Charter - Review and approve the Project Charter

Project Plan

Pioneer has provided an Initial Project Plan attached to this Contract as **Appendix C Initial Project Plan**. As part of the ongoing project management, a Pioneer Project Manager will update and maintain the Project Plan to reflect measured progress and performance. Pioneer will perform these updates on schedule with Status Meetings and Status Reports. Pioneer will review the Project Plan to validate that it accurately reflects current status.

Material changes to the Project Plan, including changes in schedule or resources, will be processed through the Change Request process outlined in Section 7.

A Pioneer Project Manager will upload and maintain the Project Plan in a secure Microsoft SharePoint Site provided by the County. Separate collaboration tools may be used for tracking activities, however, where possible, duplication in tracking activities will be minimized to provide an efficient and effective approach to managing deliverables and status. The Pioneer Leads designated in Attachment 5 will be responsible for day-to-day management of their respective teams. The respective Leads will report status, risks, and issues to the Pioneer Project Manager(s), who will be responsible for providing all notifications to the County.

Project Documentation

Pioneer shall provide comprehensive documentation throughout the completion of the Scope of Services. It is imperative that these documents, in particular, the Project Plan, provide a comprehensive roadmap for the parties.

Deliverables for documentation are outlined in Attachment 6.

Project Schedule

An initial project schedule is included in **Appendix C Initial Project Plan**. This schedule may be updated throughout the project. The Pioneer Project Manager will update the schedule with any agreed upon changes until final Acceptance from Miami-Dade.

Status Meetings

A Pioneer Project Manager, in coordination with the County's Project Manager, will schedule and conduct status meetings bi-weekly, or more frequently should the County determine more frequent meetings are required, with the Project Key Personnel. The need to conduct meetings on-site or via remote technology will be reviewed on an ongoing basis for the duration of the Services, and determinations will be made by the County, in its reasonable discretion on a meeting by meeting basis. Status Meeting topics will include:

- Project Plan
- Current Activities
- Action Items from Last Meeting
- Issues and Risks, including identification of who owns the risk; and actions to be take for mitigation of risk
- Status of Deliverables and Payment Milestones

In addition, a Pioneer Project Manager, in coordination with the County's Project Manager, will schedule and coordinate monthly County Key Stakeholder status meetings. The frequency of these meetings may be adjusted at the County's discretion. The need to conduct meetings on-site or via remote technology will be reviewed on an ongoing basis for the duration of the Services, and determinations will be made by the County, in its reasonable discretion on a meeting by meeting basis.

Project Meetings

A Pioneer Project Manager, in coordination with the County's Project Manager, will schedule and conduct ongoing meetings with the appropriate County and Pioneer resources in order to gather feedback necessary for decision making in order to complete the Scope of Services. The need to conduct meetings on-site or via remote technology will be reviewed on an ongoing basis for the duration of the Services, and determinations will be made by the County, in its reasonable discretion on a meeting by meeting basis.

Infrastructure Meetings

Beginning upon project kick-off, a Pioneer Project Manager, in coordination with the County's Project Manager, will schedule and conduct ongoing meetings with appropriate County and Pioneer technical resources to conduct a review of various aspects of technical infrastructure, including but not limited to network, infrastructure setup and performance, troubleshooting, security, etc., in order to ensure appropriate preparation and technical readiness for implementation of the CCMS. The need to conduct meetings on-site or via remote technology will be reviewed on an ongoing basis for the duration of the Services, and determinations will be made by the County, in its reasonable discretion on a meeting by meeting basis.

Meeting Agendas

A Pioneer Project Manager shall create and provide detailed agendas for any meeting relevant to the Scope of Services, including status meetings. These agendas will include:

- Meeting Objective
- Tasks to be Performed
- Participants
- Meeting Topics

Meeting Notes

Detailed meeting notes will be provided by a Pioneer Project Manager within three (3) Business Days after each meeting that include the following:

- Summary of Conversation
- Action Items for All Responsible Parties
- Due dates for completion of Action Items

Status Reports

A Pioneer Project Managers will be responsible for creating monthly status reports for the duration of the completion of the Scope of Services. These status reports will be used to communicate key information to the County. Reports will include:

- Project Health
- Summary of Work Performed
- Late or Overdue Items
- Status of Key Payment Milestones
- Project Timeline
- Issues and Risks
- Risk Mitigation Strategies
- Project Budget

Pre-and Post-Trip Reports

Pioneer's Project Managers will provide written Trip Reports both before and after each scheduled on-site activity within five (5) Business Days of the occurrence of the trip. The trip reports will include high-level topics covered, key decisions made (or to be made), action items for the County and Pioneer, and topics to be covered in the next visit.

Issue Log

Pioneer and the County will create and maintain a list of issues, open and closed, that have been identified throughout the project. Additionally, the County will review the Issue Log and assign a severity/priority level to each issue on an ongoing basis. This Issue Log will be maintained using the program JIRA by Atlassian. Pioneer will grant the County access to JIRA so that issues can be reported, tracked, and responded to throughout the duration of the completion of the Scope of Services. Every submitted issue will receive a tracking number and will be incorporated into the Issue Log for review at weekly status meetings and in status reports.

Before Go-Live, all remaining open issues in JIRA will be captured in an Issue Resolution Plan and addressed in the manner outlined in Section 16 prior to the initiation of the Reliability Period and Final Acceptance, as further outlined in Section 18 and 19 herein. This Issue Resolution Plan will be created by a Pioneer Project Manager and approved by the County. The County, in its sole discretion, reserves the right to grant Final Acceptance with open issues remaining in the Issue Log, subject to the establishment of a mutually agreed upon timeline for resolution of any such issues within the Issue Resolution Plan.

7. Change Request Process

When either party identifies the need for a change in the Scope of Services, a change review process will be initiated by the requesting party in order to determine the appropriate authority to review and approve the change. Changes may include, but are not limited to, the following:

- 1) Any change that impacts Appendix B Price and Payment Schedule
- 2) Any changes that impacts the Implementation Timeline
- 3) Any changes that impact staffing levels for either party
- 4) Additions or deletions to functionality
- 5) Any changes to any Deliverable or required Service listed in this SOS

Upon identification, the change request will be submitted to the County's Project Manager for review and determination of the appropriate authority. The County may request feedback or additional information from a Pioneer Project Manager regarding any change requested. Following review, the County Project Manager will notify a Pioneer Project Manager of the appropriate authority level in accordance with the governance structure outlined in Section 4. In the event that a change request has material contractual impacts, appropriate approval may be sought from the County Mayor or Designee, or the Board of County Commissioners. Minor changes that do not impact cost, overall project schedule, or overall functionality may be approved by the County's Project Manager do not constitute a change request and shall be captured in the associated Status Report and/or Project Plan.

For avoidance of doubt, Services not explicitly stated in this Scope of Services, but reasonably required to be performed by Pioneer in order to successfully implement the Solution shall not be subject to additional compensation by the County. This includes the delivery and Acceptance of all functional and technical requirements identified in Attachment 2 and Attachment 3 hereto and delivery and Acceptance of all interfaces delineated in Attachment 4 hereto, even in the event that the Gap Analysis outlined in Section

11 reveals that additional effort, resources, staffing, or work arounds are required by Pioneer in order to achieve Acceptance.

8. Dispute Resolution Process

In the event of dispute between the parties in performance of this Scope of Services, including but not limited to questions as to the acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Scope of Services; or questions as to the interpretation of the Scope of Services, the dispute shall be brought to the first level outlined below for resolution. In the event that a resolution cannot be reached at the first level, the parties will utilize the following escalation path to resolve the dispute. In order to make determinations, the applicable authority may request information from appropriate parties. Any disputes that are unable to be resolved after all escalations outlined below have been exhausted shall be referred to the Dispute Resolution process outlined in Article 27 of the Contract.

Escalation Path

Level	County Authority	Pioneer Authority
<i>1</i>	<i>Project Manager</i>	<i>Project Manager</i>
<i>2</i>	<i>Project Management Team</i>	<i>Director of Implementation</i>
<i>3</i>	<i>Project Steering Committee</i>	<i>Executive Vice President – Operations</i>

9. Project Phases and Deployment Strategy

Pioneer will implement the CCMS in a single deployment. The Initial Project Plan included in Appendix C outlines the specific tasks to be completed. The Initial Project Plan includes a 48-month implementation timeline from Readiness to the initiation of the Reliability Period, unless otherwise mutually adjusted by the parties in accordance with the Change Request Process outlined in Section 7 above.

10. Project Kickoff

Within 120 Days from the Contract Date, Pioneer will conduct a Project Kickoff meeting with Miami-Dade County. During this meeting, Pioneer will introduce all project team members to Miami-Dade County and the Project Plan Phases will be reviewed in detail.

11. Functional Discovery

Process Discovery

To begin the initial process review, Benchmark's implementation team will review Miami-Dade's Current Operational Business Process Flow Diagrams which have been provided in Exhibit 43 to RFP-01622. These documents, along with any other workflow documentation Miami-Dade can provide, will be reviewed to gain an initial understanding of the County's operations. From there, the Pioneer Project Managers and System Engineers will conduct an on-site visit, unless otherwise agreed upon by both parties, to see these processes in action in the legacy systems. This will allow the team to see how business is currently being conducted, which will help steer the configuration of the CCMS. The intent is to gain a firm understanding of the County's current processes, which is a crucial step of any successful Gap Analysis.

After its initial process review, Pioneer will review its documentation and the Functional Requirements Matrix (Attachment 2), Technical Requirements Matrix (Attachment 3), and Interface Development Matrix (Attachment 4), to construct new workflows in the CCMS. The Pioneer team will prepare Gap Analysis

documents, as further defined in Attachment 6, identifying any workflow gaps and a proposed mitigation strategy. The Gap Analysis documents will then be submitted to the County for review.

Gap Analysis Review Process

The Gap Analysis review process will begin when the initial draft Gap Analysis documents are submitted to the County. The County will provide feedback on how Pioneer has interpreted the requirements / visions and whether the provided remedy will work for the County to meet the standards for Acceptance identified in Attachment 2, Attachment 3, and Attachment 4. It is understood by the parties that this will be an iterative process in order to establish and finalize comprehensive Gap Analysis documents. The parties will mutually agree to timelines for review of each Gap Analysis document, depending on the complexity and size of the document, and such timeline shall be incorporated into the Project Plan. Upon Acceptance of the Gap Analysis documents, Pioneer will begin designing the CCMS to align with the Gap Analysis documents. If Acceptance is not granted, the parties will continue the iterative process until such time as Acceptance of the Gap Analysis documents occur. Any disputes pertaining to Gap Analysis will be subject to the Dispute Resolution process outlined in Section 8.

12. Data Conversion

Pioneer and Miami-Dade County will work together to create crosswalk tables for the conversion of data from the Miami-Dade Data and Imaging Sources listed in this section. Data Conversion is a joint task of both Miami-Dade County and Pioneer. Miami-Dade County is responsible for extracting data from their legacy systems and providing the files to Pioneer in accordance with the Project Plan. Pioneer and Miami-Dade County will work together to import the received files into the Benchmark application using an extract, transform, load (ETL) mechanism, as further described below.

- A Data Conversion Plan, as further described in Attachment 6, will be built and agreed to by both Pioneer and Miami-Dade County that ensures the conversions are accurate and correct. Conversions are successful when the legacy data that is being converted and imported into the Benchmark application appears as if it were an original record within Benchmark.
- Miami-Dade County will assist and advise on data mapping, as required, and work closely with the Pioneer conversion team to ensure that database schema is mapping correctly.
- Miami-Dade County will provide legacy data in mutually agreed upon format for Data and Imaging Sources, on Miami-Dade County servers. The data will not be transferred outside the Miami-Dade County network.
- Pioneer will routinely convert data into a test environment for Miami-Dade County's review depending on Miami-Dade County's availability and desired cadence. Pioneer acknowledges and agrees there is no limitation in number of iterations of data conversion attempts required in order to successfully complete the data conversion.
- Miami-Dade County will validate the data conversion in accordance with the timelines defined in the Project Plan and report any issues to Pioneer that they will work together to resolve.
- Following each iteration of data conversion pass, Pioneer will provide exception reports, and Miami Dade will have the opportunity to cleanse source data prior next pass. Such exception reports shall be inclusive of appropriate metrics (counts, etc.) in order to determine the success of the iteration.
- Pioneer will reconvert the data if conversion issues were reported.
- Miami-Dade County will revise their data files if the issues are due to source file issues. (Ex: a key data element is not present in the source file that is required in order to complete data conversion i.e. a case number).

The CCMS supports numerous data import and export requirements. However, data must be presented in a supported format, such as a CSV, BAK, or Microsoft Excel file. Images may be single-page TIF, PDF, JPEG, JPG and PNG.

Conversion Process

Conversion will follow the structure in the chart below.

STEP	TASK NAME	PIONEER'S ROLE	MIAMI-DADE COUNTY'S ROLE
1.	Provide legacy databases to Pioneer in a supported format.	Pioneer to provide Miami-Dade County with normalized data format for County load.	Provide legacy data to Pioneer in a supported format, on County servers.
2.	Complete the mapping of all fields between the legacy databases and the Benchmark data format.	Pioneer will be responsible for mapping all fields. Schedule sessions with County, as needed.	Participate in data mapping sessions and make decisions on field mappings. Provide data dictionaries and other support documentation for Data and Imaging Sources, where available.
3.	Review and approve field mapping.	Revise mapping as necessary.	Review mapping and provide feedback.
4.	Initial run of data conversion scripts	Deliver first data conversion pass	None
5.	Test results and report discrepancies	Conduct Data Validation Training with County. Validation training includes high level Benchmark GUI training, forms and reports training to assist County in understanding where the data is in Benchmark. Pioneer to also instruct County how to report conversion issues to the Pioneer team.	Test and report discrepancies to Pioneer for revision.
6.	Revise Mappings and Conversion Scripts	Lead calls with County to remap database fields and alter conversion scripts to consider County feedback	Support Pioneer and provide SMEs as requested to assist in remapping database fields
7.	Identify plan forward based upon	Work with County to review conversion findings and performance	Report Findings to Pioneer and discuss plan forward.

	conversion performance.	metrics. Adjust as conversion plan as necessary.	
8.	Revise Mappings and Conversion Scripts	Lead calls with County to remap database fields and alter conversion scripts to consider County feedback	Support Pioneer and provide SMEs as requested to assist in remapping database fields
9.	Repeat steps 6-8 for 3 more iterations or until Final Conversion Signoff	See above	See above
10.	Final Conversion Signoff	Provide County with a Milestone Completion Report to document that database mapping is accurate and there are no data errors	Provide Acceptance of the Milestone Completion Report

Data and Image Sources

Pioneer will be required to provide data conversion services in the manner described above for the following Data and Image Sources. File and data size information are being included for reference purposes only to establish the parameters for the level of effort included in the Project Plan. Pioneer acknowledges that data and images will continue to accumulate until such time as the data conversion is completed and agrees that all data and images present in the sources listed below shall be included in the data conversion.

MAINFRAME DATABASES

VSAM version 2.4, DB2 version 11, IDMS 19.IR4 (Incremental Release 4) with feed from and to Oracle on distributed environment. DB2 used for online viewing of mainframe reports.

CJIS – Network IDMS database
File System: 40 GB

PRS - Network IDMS database,
File System: 33 MB

DISTRIBUTED SYSTEMS/DATABASES

Central Bond System (CBS)

Development Tools: Visual Studio 2017 .Net (C#) (Include two Modules CBS Interface/CBS Scan)

File System: 140 GB (1,000,000 Images) (Increase 20 GB/year)

Database: SQL 2014 (SQLSRV14ITDPRD1.CBS) - (MS SQL Server 2014)

Court Orders Processing System

Development Tools: Microsoft Visual Studio 2015 Update 3, C#, .Net Framework 4.7

Reports Server: SQLCOCTSDPRD1, folder name: COPS

File System: 1.02 GB; txt files imported from CJIS with Cases, AKAS, Charges, Fees, Judges, Attorneys, and Dispositions; Average increase: 213 MB/year.

Database: SQL Server: SQLSRVITDPRD1, Database: COPS (MS SQL Server 2012)

Data files space: 6418 MB as of 2/22/2021

Transaction log space: 556 MB

Evidence Vault Tracking System

Operating System: Microsoft Windows 7 and up

Development Tools: Visual Studio 2012 (C#), .NET framework 4.7, SSRS and MS SQL Server 2014

Modules: Evidence Vault (main application, windows forms); Maintenance Console (console app)

Supporting Software: MS Office (Word, Excel, Outlook)

File System: 58 MB (Word documents) {Average Increase 19 MB/year}

Database: SQLSRVITDPRD1.Evidence (MS SQL Server 2012)

Current size: 1092.88 MB (14 MB space available)

Conflict Attorney Wheel

Operating System: Microsoft Windows 7 and up

Development Tools: Visual Studio 2015, C#, MVC.

Target Framework: .NET Framework 4.7

Database Server: SQLSRV14ITDPRD2 (SQL 2014) Production

Database Name: ConflictWheel (CW)

Database Size: 295.50mb – yearly growth minimal

Juvenile Attorney Conflict Wheel

Operating System: Microsoft Windows 7 and up

Development Tools: Visual Studio 2015, C#, MVC.

Target Framework: .NET Framework 4.7

Database Server: SQLSRV14ITDPRD2 (SQL 2014) Production

Database Name: Juvenile

Database Size: 84.50 MB – yearly growth minimal

Professional Expert Witness Wheel

Development Tools: Visual Studio 2015 .Net (VB) ASP.NET

Database: SQL 2012 {AOC SQLCLUSTER\AOC SQL}

Database name: ExpertWitness

Database Size: 40 MB

Case Table: 8,500 Cases

Doctor's Table: 117 Appointed Doctor's

An average of daily transitions: 5-10

IMAGE SYSTEMS/DATA SOURCES

Electronically generated Arrest Affidavit forms (A-Form)

Documentum: 119,370 electronic A-Forms in the Criminal History Library, averaging 27.7 KB in size each, using a total of 3.2 GB of storage.

Bond related digital images

Captured within the CBS- Note: Most CBS documents are 1 or 2 pages. The total size of the CBS permanent folder is approximately 43 GB with 300,000 images, increasing about 12 GB/year. Estimate total size was calculated based on the average size image in CBS (CBS doesn't keep the

size of the document in the database and all images are stored in the same folder regardless of the division. Folders in CBS are ordered by Months [Root\2016\01]].

Closed Case Image files

Note: Each TIFF image contains the entire contents of one case file.

Division	Total Images	Estimated Total Size
Felony	476,745	1,384.3 GB
Juvenile	87,413	471 GB

NewVision Recording System Images

Source	Estimated # of documents	Estimated # of Pages	Estimated Total size	Average document size
Criminal Documents from Old Legacy System	441,492	1,471,780	77.2 Gb	183.3 Kb
Criminal Documents from NG/Criminal module	87,153	130,630	6.9 Gb	82.4 Kb

Note: Average size per page on the file share: **55 Kb**

13. Workflow Configuration

After Gap Analysis has been completed, documentation of proposed workflows will be created and presented to the respective County stakeholders for verification and signoff. Upon acceptance of proposed workflows, Pioneer system engineers and business analysts will configure the CCMS in the Dev Environment, as outlined in Section 25.

After initial configuration, Pioneer will conduct Configuration Process as outlined below with the appropriate County SME Groups.

Configuration Process

Pioneer takes an iterative approach to configuration so that the stakeholders involved are given a vetted and steadfast product. Workflow Configuration will follow the process outlined below for each functional area:

STEP	TASK NAME	PIONEER'S ROLE	MIAMI-DADE COUNTY'S ROLE
1.	Perform baseline Benchmark configuration.	Implement Benchmark core processes	None
2.	Implement workflow processes gained from Functional Discovery and Gap Analysis	Following proposed workflow approval, configure processes in Benchmark for each functional area.	Approve proposed workflows for each functional area.
3.	Process Functionality Workshops	Pioneer demonstrates functional workflow processes to SME Groups.	Learn system functions. Provide workflow

			Acceptance or provide detailed feedback on workflow functional gaps.
4.	Remediate configuration or adjust workflows as needed from Miami-Dade County feedback.	Revise configuration elements in Benchmark based on feedback from County.	Provide workflow Acceptance or additional detailed feedback of workflow functional gaps.
5.	Repeat steps 3 and 4 above	Configuration and Workflow Workshops will continue in an iterative approach until results are agreed upon between both Miami-Dade County and Pioneer	Provide feedback until workflow Acceptance.
6.	Functional Testing	<i>See Functional Testing task in Testing Section.</i>	<i>See Functional Testing task in Testing Section.</i>

14. Customizations

Pioneer will develop and implement the required Customizations as identified in Attachment 2, Functional Specification Matrix. The parties will work together to create a final scope of each Customization in order to achieve Acceptance.

15. Forms and Reports Development

Pioneer will be required to develop and provide various forms and reports as part of the implementation of the CCMS. Exhibit Nos. 2 and 3 of RFP-01622 were provided for reference documentation on existing reports and have been used for purposes of establishing the level of effort included in the Initial Project Plan. The parties acknowledges that the listings contained in the referenced Exhibits are not exhaustive, but the scope of development of reports will not materially deviate from the quantity and complexity of reports contained therein. The manner in which forms and reports will be developed is outlined within this Section.

The County is responsible for completing Forms and Reports Standards Workbooks for the each functional area that will define the following:

- Form/Report Name
- Font Specifications
- Line Spacing
- Page Orientation
- Margins
- Date Formatting

The County is responsible for identifying all forms and reports that will vary from the standards defined in the Forms and Reports Standards Workbooks, and advising Pioneer of such deviations. Forms and Reports discovery, which will consist of the detailed review of the Forms and Reports Workbooks by the parties to allow Pioneer to gain a thorough understanding of the County's needs, will be conducted on-site or remotely using online conferencing software as determined by both the County and Pioneer Project Managers.

The parties will work collaboratively to identify forms and reports that can be merged as well as forms and reports that are no longer needed. Sign off on the final list of forms and reports will be provided by the County Project Manager prior to Pioneer beginning forms and reports development, and will constitute the complete scope of forms and reports to be developed by Pioneer.

Process for Forms and Reports Development

Pioneer and Miami-Dade County will follow the process outlined below for forms and reports development during each phase of the project.

STEP	TASK	PIONEER'S ROLE	MIAMI-DADE COUNTY'S ROLE
1.	Create Forms and Reports Listing document	Compile Forms and Reports Listing Document from list identified in RFP-01622 and submit to the County for review.	Review and revise Forms and Reports Listing Document and update to reflect current state. Supply samples of forms and reports to Pioneer. Identify initial priority for each division (low, medium, high) based on current business need.
2.	Create Forms and Reports Workbooks	Provide Forms and Reports Standard Workbooks for completion.	Complete Forms and Reports Standards Workbooks.
3.	Review Submitted Forms and Reports	Review all submitted forms and reports in preparation for discovery.	None
4.	Forms and Reports Discovery	Lead discovery sessions to review forms and reports requirements and specifications. Recommend best practices for consolidation and substitution of forms and reports.	Participate in discovery sessions providing current business requirements and report/form specifications.
5.	Create Specifications	Document report and form specifications, including recommendations of consolidation and substitution of forms and reports with application functionality (case lists, screens)	None
6.	Approve Specifications	None	Review and approve specifications, including priority. Provide updated specification and/or clarification if required.
7.	Forms/Report Development Sprints	Develop required Forms and Reports. Development sprints will be in accordance with the Initial Project Plan, as updated per Section 6.	Provide Subject Matter Experts (SMEs) to answer questions and review Forms and Reports as necessary.

STEP	TASK	PIONEER'S ROLE	MIAMI-DADE COUNTY'S ROLE
8.	Test Forms and Reports	Answer questions pertaining to Forms and Reports that result from Miami-Dade County's testing	Review and test all forms and reports. Provide markups of any remediation needed to Pioneer.
9.	Final Adjustment of Forms and Reports	Forms Developer remediates Forms and Reports, as necessary, based off Miami-Dade County feedback.	Retest forms and reports that required adjustments.
10.	Miami-Dade County Acceptance	Provide Task Completion Reports to Miami-Dade County for Acceptance.	Acceptance on delivered Milestone Completion Reports and deliver back to Pioneer's Project Manager.

16. Interfaces

Pioneer will develop and implement the required Interfaces as identified in Attachment 4, Interface Development Matrix. The parties will work together to create a final scope of each Interface in order to achieve Acceptance. The parties acknowledge that interfaces for third party systems will require the cooperation of the third party provider, and delays on the part of such third party does not constitute an act of non-performance by Pioneer.

17. Testing

The parties work collaboratively to test all components of the CCMS in the manner outlined in the table below, as configured, including business processes, reports and forms, data conversion, interfaces, workflows, and Customizations. Testing will be divided into two main phases as further detailed in the table below: Functional Testing and User Acceptance Testing (UAT). Functional Testing will occur throughout the implementation, including: unit testing of Customizations, Interface Testing, Infrastructure Testing, and Security Testing.

The County will lead the creation of test scenarios based on the business process needs identified during Discovery, leveraging deliverables created throughout the planning stages of the project as a base. Pioneer will provide sample test scenarios and insight into the CCMS, using industry best practice recommendations to guide the creation of effective test scenarios.

Once test scenarios have been defined and agreed to by all parties, Pioneer will develop test scripts to be used by the County to conduct User Acceptance Testing (UAT).

Functional Testing

Functional Testing will be iterative and aligned with the delivery of key configurations, Customizations and interfaces throughout the Configure and Build phase of the project. The parties will partner to ensure adequate Functional Testing is performed at each stage of the project. Pioneer will demonstrate CCMS functionality to the County upon completion of a configure and build milestone. Pioneer will conduct a demonstration of the application function, and the County will perform functional testing of the demonstrated workflow and begin defining operational test scenarios, and document deficiencies/issues.

Deficiency /Issue Tracking

Deficiency/Issues identified during the Functional Testing will be evaluated by the parties and designated based upon the classifications below. The County shall make the final determination as to the classification level of each deficiency/issue.

- A. High Issue – correction required for daily operations. Acceptance will not be granted without correction.
- B. Medium Issue – correction desired, but work-around exists to allow for daily operations. Acceptance will only be granted upon agreement between the parties on corrective action.
- C. Low Issue – new feature or wish list item that is not currently included in the Scope of Services. Does not have an impact on Acceptance.

“A” issues will be remediated and retested during functional testing before being marked as successful to be eligible for Acceptance.

“B” issues will be reviewed by the parties and remediation efforts will be determined based on impact to operations and to the project timeline. The parties will agree upon corrective action that must be completed in order to be eligible for Acceptance.

“C” issues will be reviewed and may be added to the Scope of Services upon mutual agreement of the parties.

Upon successful completion of a Functional Test, the County will provide Acceptance and provide the approved list of test scenarios to Pioneer. Pioneer will develop formal test scripts for such scenarios to be used during User Acceptance Testing.

User Acceptance Testing

Upon completion of Functional Testing has been completed, the County will begin end-to-end User Acceptance Testing (UAT). Pioneer will provide the County with resources to track and report issues identified during the UAT activities. UAT issues will be categorized using the same scale defined during the Functional Testing (i.e. A, B, C issues).

UAT will be concluded after all A and B issues have been remediated and Acceptance has been granted by the County. In the County's sole discretion, which shall not be unreasonably exercised, the County may opt to issue Conditional Acceptance and mutually agree to an action plan and proceed from UAT.

Task Name	Pioneer's Role	County's Role	Both
Functional Area/System Testing (Design)	Identify Functional Area - Demonstrate and train the system function. Remediate Issues - Take corrective action to address A & B level issues, and any level C issues added by mutual agreement. Corrective action may include, but is not limited to configuration changes, programming & development	Identify Functional Area - Learn system function. Perform -Test system function and document deficiencies using A, B, C grading system. Retesting - Retest system function. Acceptance - Provide sign off and approval of functional area.	Review Test Results and determine scope of items to be remediated based on testing impact.

Task Name	Pioneer's Role	County's Role	Both
	changes, documentation or training. Retesting -Demonstrate any significant operational changes needed to correct issues.		
Develop Test Scripts/User Stories & User Acceptance (Requirements)	Develop Test Scenarios -Provide application knowledge and industry best practices recommendations in defining test scenarios. Develop Test Scripts -Based on finalized test scenarios, develop Test Scripts to be used for UAT. Conduct UAT - Provide Miami-Dade testers with resources to track and report UAT issues. Remediate Issues - Take corrective action to address A & B level issues, and any level C issues added by mutual agreement. Corrective action may include, but is not limited to configuration changes, programming & development changes, documentation or training. Retesting -Demonstrate any significant operational changes needed to correct issues.	Develop Test Scenarios -Define test scenarios required to complete end-to-end testing successfully. Finalize Test Scenarios - Sign off on all test scenarios needed for a functional area during UAT. Conduct UAT - Conduct UAT testing, document issues and track test results. Complete UAT - Retest system function. Finalize UAT - Provide sign off and approval of UAT.	Review Test Results and determine scope of items to be remediated based on testing impact.
Performance Testing (load balance, speed scalability, stability)	Identify Performance Testing Methods -Demonstrate tools or methods to complete performance testing based on defined criteria. Remediate Issues - Take corrective action to address A & B issues, and any level C issues added by mutual agreement. Corrective action may include, but is not limited to configuration changes, programming & development	Identify Performance Requirements - Define performance requirements and testing criteria. Perform -Test system performance and document deficiencies using A, B, C grading system. Retesting - Retest system performance. Acceptance - Provide sign off and approval of system performance.	Review Test Results and determine scope of items to be remediated based on testing impact.

Task Name	Pioneer's Role	County's Role	Both
	changes, documentation or training. Retesting -Demonstrate any significant operational changes needed to correct issues.		
Unit Testing (module/customization)	Identify Module/Customization Workflow -Demonstrate and train the customization or module function and workflow. Remediate Issues - Take corrective action to address A & B level issues, and any level C issues added by mutual agreement. Corrective action may include, but is not limited to configuration changes, programming & development changes, documentation or training. Retesting -Demonstrate any significant operational changes needed to correct issues.	Identify Module/Customization Workflow - Learn customization or module function and workflow. Perform -Test customization/module and document deficiencies using A, B, C grading system. Retesting - Retest customization/module. Acceptance - Provide sign off and approval of customization or module.	Review Test Results and determine scope of items to be remediated based on testing impact.
Integration Testing	Identify Integration Workflow - Demonstrate and train the integration function and workflow. Remediate Issues - Take corrective action to address A & B level issues, and any level C issues added by mutual agreement. Corrective action may include, but is not limited to configuration changes, programming & development changes, documentation or training. Retesting -Demonstrate any significant operational changes needed to correct issues.	Identify Integration Workflow - Learn integration function and workflow. Perform -Test system integration and document deficiencies using A, B, C grading system. Retesting - Retest system integration Acceptance - Provide sign off and approval of integration.	Review Test Results and determine scope of items to be remediated based on testing impact.
Security Testing	Remediate Issues - Take corrective action to address A & B level issues, and any level C issues added by mutual agreement. Corrective action may include, but is not limited	Identify security requirements - Define security requirements and testing criteria.	Review Test Results and determine scope of items to be remediated based on testing impact.

Task Name	Pioneer's Role	County's Role	Both
	to configuration changes, programming & development changes, documentation or training. Retesting -Demonstrate any significant operational changes needed to correct issues.	Perform -Test system security and document deficiencies using A, B, C grading system. Retesting - Retest system security. Acceptance - Provide sign off and approval of system security.	

Performance Testing

Pioneer will conduct performance testing on the CCMS using various tools to simulate full data load to confirm suitable speed, response time, stability, and resource usage, in accordance with the performance specifications outlined in Section 2.14 of RFP-01622.

18. Training

Pioneer will develop and conduct training in the manner outlined in Attachment 7, Training Plan.

19. Go-Live

The Go-Live begins with the Go/No-Go Meeting between both Pioneer and the County to determine whether the County is ready for Go-Live, and that everyone is cognizant of any risk items. Should the parties determine that the project should not proceed to Go-Live, a mutually agreed upon remediation plan and timeline will be established to determine next steps. Should the parties agreed that Go-Live can be initiated, following the Go/No-Go Meeting, Pioneer will develop and provide to the County a Go-Live checklist, detailing tasks to be performed and the party responsible for the checklist steps.

After review of the Go-Live checklist, the County and Pioneer will work together to develop a detailed Cutover Plan, as further outlined in Attachment 6. The Cutover Plan will be a living document that details all the critical steps needed to complete a successful Go-Live. The Cutover Plan will have three stages: preparation, cutover, post go-live. Each task on the Cutover Plan will be assigned to a responsible party and an estimated time to completion.

To ensure the CCMS is ready for Go-Live, Pioneer and the County will perform a mock Go-Live using the Cutover Plan. Following the mock Go-Live, Pioneer and the County will document any issues and Pioneer will remediate issues as necessary prior to Go-Live. The Cutover Plan will be updated to reflect lessons learned during the mock Go-Live.

Following the mock Go-Live, the parties will hold an additional Go/No-Go meeting to mutually determine if the project can proceed to Go-Live. In the event that it is determined that the project should not proceed to Go-Live, a mutually agreed upon remediation plan and timeline will be established, and additional mock Go-Lives will be conducted until such time as the parties mutually agree to proceed to Go-Live.

Upon mutual agreement to proceed to Go-Live, final Data Conversion will be completed on the weekend prior to the determined Go-Live date. Pioneer Designated Key Personnel, as outlined in Attachment 5, and any additional resources deemed necessary by the parties to provide Go-Live support for all County

Principal Stakeholders will be on-site at appropriate locations determined by the County during the week of Go-Live and for up to two additional weeks after Go-Live (the “Post Go-Live Transition Phase”).

20. Reliability Period

Following the Post Go-Live Transition Phase, the County will be transitioned to Pioneer’s Hypercare Team and begin receiving the Maintenance and Support Services further described in Attachment 8. In addition to those Services outlined in Attachment 8, the Hypercare Team, made up of three Benchmark project members, including a Project Manager available during normal business hours and dedicated support contact available via a direct phone number 24 hours per day, seven days per week, will provide dedicated support the County for the Reliability Period. The Hypercare Team will also be responsible for leading the effort to close out any remaining items from the project that may have been deemed post Go-Live deliverables. The Hypercare Team is designed to be hyper responsive and will be dedicated to Miami-Dade full time. The Reliability Period will last 6-months from Go-Live. The Reliability Period is to restart based upon encountering any Level 1 issues, as defined in Attachment 8, during this Reliability Period. If the Level 1 issue is deemed to be outside of Pioneer’s control the Reliability Period will not restart.

21. Final Acceptance

The County will provide Final Acceptance in the form of written approval stating that all components of the Scope of Services have been performed and the CCMS functionality is fully operable and in conformance with the Scope of Services. Final Acceptance shall be granted upon successful completion of the Reliability Period. The date of Final Acceptance shall constitute the date of the County’s transition to Maintenance and Support Services as further outlined in Attachment 8 and shall serve as the annual anniversary date for annual Maintenance and Support Services for the term of the agreement, including any extensions or renewals thereof.

22. Maintenance and Support

Pioneer will provide Maintenance and Support Services in the manner outlined in Attachment 8, Maintenance and Support Services.

23. Industry Standards and State of Florida Judicial Mandates

The CCMS must comply with and utilize industry standards or governing policies from:

- National Center for State Courts
- Functional Standards for Case Management
- National Information Exchange Model
- Justice Information Exchange Model
- Global Reference Architecture for data interoperability and information exchange.

Furthermore, the CCMS shall be compliant with all current and future judicial mandates, administrative orders, and other applicable legislative mandates or standards. The County will notify Pioneer immediately upon learning of any pending or approved mandates that would require a change to the CCMS. Any services or development on the part of Pioneer in order to maintain such compliance shall be provided at no additional cost to the County so long as the County remains current on Maintenance and Support payments. Those mandates which are known as of the Contract Date are listed below. This is provided for informational purposes and should not be considered a limitation on the requirement to maintain compliance.

- Administrative Orders issued by the Florida Courts Technology Commission (FCTC) and the Florida Supreme Court. [Statutes, Rules, Administrative Orders & Supreme Court Opinions - Florida Courts \(flcourts.org\)](#)
 - Electronic Record On Appeal (SC15-765) per Supreme Court of Florida No. AOSC16-13
 - <https://www.floridasupremecourt.org/content/download/241080/file/AOSC16-13.pdf>
 - Electronic Filing Of Criminal, Juvenile, And Traffic Cases Via The Florida Courts E-Filing Portal per Supreme Court of Florida No. AOSC16-31
 - <https://www.floridasupremecourt.org/content/download/241076/file/AOSC16-31.pdf>
 - Electronic Filing Of Criminal Cases In The Trial Courts Of Florida Via The Florida Courts E-Filing Portal per Supreme Court of Florida No. AOSC13-48
 - <https://www.flcourts.org/content/download/219017/file/AOSC13-48.pdf>
 - Judicial Electronic Filing per Supreme Court of Florida No. AOSC19-74
 - <https://www.floridasupremecourt.org/content/download/540364/file/AOSC19-74.pdf>
 - Electronic Court Proceeding Standards per Supreme Court of Florida No. AOSC20-106
 - <https://www.floridasupremecourt.org/content/download/690296/file/AOSC20-106.pdf>
 - Florida Courts Technology Commission, Subcommittee On Access To Court Records per Supreme Court of Florida No. AOSC09-3
 - <https://www.flcourts.org/content/download/219097/file/AOSC09-3.pdf>
 - Florida Supreme Court Mandate SC11-399 regarding Electronic Filing procedures.
 - https://www.floridasupremecourt.org/content/download/243347/file/11-399_100912_Order.pdf
- Technology Standards issued by the Florida Courts Technology Commission (FCTC) and the Florida Supreme Court. [Technology Standards - Florida Courts \(flcourts.org\)](#)
 - Standards for Access to Electronic Court Records as defined by the Florida Supreme Court as defined by the most current version.
 - <https://www.flcourts.org/content/download/690681/file/standards-for-access-to-electronic-court-records-november-2020.pdf>
 - Access Security Matrix
 - <https://www.flcourts.org/content/download/690684/file/access-security-matrix-v9-november%202020.pdf>
 - AOSC20-108 Access to Electronic Court Records
 - <https://www.floridasupremecourt.org/content/download/690303/file/AOSC20-108.pdf>
 - Florida e-Filing Portal standards as laid out in Florida Supreme Court order AOSC20-77.
 - [https://www.flcourts.org/content/download/643394/file/portal-document-filing-standards-v19-\(082120\)-Final.pdf](https://www.flcourts.org/content/download/643394/file/portal-document-filing-standards-v19-(082120)-Final.pdf)
 - Florida Courts E-Filing Portal Standards Adopted June 2009 Adopted (modifications August 2020) Version 19.0
 - [https://www.flcourts.org/content/download/643394/file/portal-document-filing_standards-v19-\(082120\)-Final.pdf](https://www.flcourts.org/content/download/643394/file/portal-document-filing_standards-v19-(082120)-Final.pdf)
 - Court Application Processing Systems (CAPS) specifications adopted by the FCTC for Viewer software operational compliance
 - [https://www.flcourts.org/content/download/430147/4670736/Court_application_processing_system_functional_requirements_February_2019_%20v5_\(clean\).pdf](https://www.flcourts.org/content/download/430147/4670736/Court_application_processing_system_functional_requirements_February_2019_%20v5_(clean).pdf)
 - Filing Electronic Court Document Standards, Document Storage and Backup of Electronic Court Document Standards as identified in AOSC19-23
 - https://www.flcourts.org/content/download/527510/5860380/AOSC19-23%20Filing_Storing_Backup_of_Electronic%20Records_Standards.pdf

- Electronic Court Proceedings
 - <https://www.flcourts.org/content/download/690700/file/electronic-court-proceedings-standards.pdf>
- Integration and Operability
 - <https://www.flcourts.org/content/download/722014/file/integration-interopability-february2020-version2.5-02132020-clean.pdf>
- OASIS Electronic Court Filing Version 5.0 ECF specifications
 - <https://www.flcourts.org/content/download/575954/6512229/ecf-v5.0-cs01.docx>
- System Modification
 - <https://www.flcourts.org/content/download/219197/1981128/Notification-of-System-Modification.pdf>
- Data Exchange Standards
 - https://www.flcourts.org/content/download/219198/1981134/data_exchange_standards_final_september2016.pdf
- Standards for Electronic Recordkeeping Systems
 - <https://www.floridasupremecourt.org/content/download/240769/2129445/AOSC10-17.pdf>
- Functional Requirements, Technical Standards, and Strategic Plan
 - AOSC10-59 Adoption of Functional Requirements, Technical Standards, and Strategic Plan
 - <https://www.flcourts.org/content/download/219136/file/AOSC10-59.pdf>
- Florida Court Clerks & Comptrollers mandated reporting requirements (e.g., CCIS, TCATS).
 - <https://www.flclerks.com/page/CCISIK/CCIS-Integration-Kit-for-Vendors.htm>
 - https://www.flclerks.com/resource/collection/20BF670E-DDB6-4F13-82FD-1B88EDB09599/TCATS_ICD_6_0_1.doc
- Florida Clerks of Court Operations Corporation mandated reporting requirements. [Forms & Instructions - Welcome to Florida Clerks of Court Operations Corporation \(CCOC\)](#) (flccoc.org) Including but not limited to:
 - Monthly Outputs Report
 - <https://flccoc.org/wp-content/uploads/2020/11/CountyName-CFY2021-Outputs-Mon-VerX.xlsx>
 - Monthly Expenditure & Collection Report
 - <https://flccoc.org/wp-content/uploads/2020/11/CountyName-CFY2021-EC-Mon-VerX.xlsx>
 - Quarterly Collections Performance Measure Report
 - <https://flccoc.org/wp-content/uploads/2020/12/CountyName-CFY2021-Collections-QtrX-VerX.xlsx>
- Office of the State Courts Administrator (OSCA) mandated reporting requirements (e.g., OBTS, SRS, UCR). [Judicial Data Management Services \(JDMS\) - Florida Courts \(flcourts.org\)](#) ;
 - OBTS - https://www.flcourts.org/content/download/216737/1966368/OBTS_20021.pdf
 - SRS - [Summary Reporting System - Florida Courts \(flcourts.org\)](#)
 - UCR - <https://www.floridasupremecourt.org/content/download/241168/2131839/AOSC16-15.pdf>
- FDLE mandated reporting (MECOM, Criminal Justice Data Transparency (CJDT)) –
 - MECOM https://www.fdle.state.fl.us/FPP/Documents/MECOMFAQs_Final_06022014.aspx
 - CJDT (SB 1392) [CJDT Home \(state.fl.us\)](#) OR access to CNet for data dictionaries and other specifications

- Florida Department of Revenue Remissions of Fines, Fees, etc. - [Florida Dept. of Revenue - Clerk of Court Revenue Remittance System \(floridarevenue.com\)](http://floridarevenue.com)
- Federal Bureau of Investigation (FBI) Criminal Justice Information Services Security Policy https://www.fbi.gov/file-repository/cjis_security_policy_v5-9_20200601.pdf/view
- Florida Rules of Judicial Administration as maintained by the Florida courts [Rules of Judicial Administration \(floridabar.org\)](http://floridabar.org)

Including but not limited to:

- Florida Rule 2.420 Public Access to and Protection of Judicial Branch Records
- Florida Rule 2.430 Retention of Court Records
- Florida Rule 2.236, Florida Courts Technology Commission
- Florida Rule 2.525, Electronic Filing
- Florida Rule 2.515, Signature of Attorneys and Parties
- Florida Rule 2.520, Documents
- Florida Rule 3.030, Service of Pleadings and Paper
- Florida Rule 2.516, Service of Pleadings and Documents
- Florida Rule 2.425, Minimization of the Filing of Sensitive Information
- State of Florida Constitution (Judiciary) - Article V Reporting requirements. [The Florida Constitution - The Florida Senate \(flsenate.gov\)](http://flsenate.gov)
- State of Florida Citizens' Right to Know per Act 907-043 [Statutes & Constitution :View Statutes : Online Sunshine \(state.fl.us\)](http://state.fl.us)

24. Assumptions

Pioneer assumes that the County will:

1. Clearly identify the required staff to work with Pioneer who is empowered to provide definitive decision making in terms of requirements, change control, sign-off and workflow re-engineering.
2. Clearly identify and agree upon project requirements per the County's definition of Acceptance.
3. Provide a cooperative user community.
4. Openly sponsor agreed upon workflow re-engineering, policy changes and change requirements with Miami-Dade County's user community.
5. Consider implementation of workflow and efficiency recommendations by Pioneer based on existing or proposed functionality within Benchmark.
6. Provide a testing community (for pre-release and requirement testing).
7. Provide Pioneer staff on-site facilities and resources reasonably required for Pioneer resources providing on-site services.
8. Provide meeting and training rooms.
9. Provide access to data environments, both onsite and remote, when deemed necessary by the County. Pioneer will adhere to Miami security restrictions when installing and accessing environments.
10. Meet with Pioneer in accordance with the Project Plan.
11. Act as the liaison between Pioneer and any third parties required to fulfil the requirements of Attachment 4 (Interface Development Matrix), including coordination of schedules and testing environments/resources, if any. Any delays resulting from such third parties shall not be considered a delay caused by Pioneer and shall result in an extension of time in accordance with Article 17.
12. Provide, as timely as possible, delivery of assigned action items.

13. Recognize the impact on the delivery timeline of unscheduled changes and untimely delivery of assigned action items.
14. Provide equipment that meets or exceeds the specifications outlined in Section 25.

25. Hardware/Database Requirements

Install methodology

Pioneer will complete all installation services remotely. The County will provide Pioneer with remote access to complete all installation services. The County understands that failure to provide Pioneer with remote access may result in a delay to the project schedule. Pioneer will adhere to County security restrictions when installing and accessing environments, including remote monitoring of the installation as deemed appropriate by the County. The County will submit final configuration of all hardware to Pioneer for review and approval prior to purchasing.

Pioneer makes the following assumptions:

- Installation Services will occur on a mutually agreed upon date and time for the initial installation of Benchmark and other installation services.
- Hardware and non-Pioneer provided software procurement is the County's responsibility. The County is responsible for installing all necessary hardware and non-Pioneer provided software components, including, but not limited to database licenses and operating systems, at least one (1) week prior to the scheduled Benchmark installation.

Benchmark Environments

Pioneer will install the following five (5) Benchmark environments on County servers:

1. Production
2. Test/Training
3. Staging
4. Dev
5. Data Conversion (temp); it may be possible to use Data Conversion (temp) database environment for Staging/Dev database environment or vice versa

The following recommendations are the same for all servers:

- Benchmark Server Processor: Intel Xeon-Silver 4214 2.1GHz (or similar)
- Windows Version: Server 2012-2019 (64-Bit)
- Database: SQL Server 2019
- Web Server: IIS
- All servers may be Virtual or Physical. Virtual Servers provide a greater array of disaster recovery options and easier methods of performing full server backups/restores. Physical servers are recommended for database environments for optimal performance.
- The following components in each environment may be expanded horizontally to provide increased performance/throughput
 - Database Servers
 - Reports Servers
 - Web Servers
 - Image Converter
- The remaining components can be configured in an active/passive cluster to enhance redundancy. For "Always On", two active and one passive configuration is recommended as further detailed in the table below.

- Load balancing is not applicable for the Benchmark Application server as this is for outbound data transfer only. However, servers may be divided to multiple servers if needed.

Miami-Dade County Benchmark Server / Storage Environments								
Production	# of Cores	Memory (GB's)	OS Drive C: (GB's)	App Drive D: (GB's)	DB Drive E: (GB's)	Log Drive F: (GB's)	Backup Drive H: (GB's)	Total Disc Space (GB's)
Database Server – 2 Active HA Servers 16 cores each node	16 per server	128 per server	100 per server	50 per server	500 per server	500 per server	500 per server	1,650
Database Server (passive) 1 Passive HA Server 16 cores (Passive Server Cores are not subject to SQL License)	16	128	100	50	500	500	500	1,650
Replicated Database Server – 2 Active Single Node Server 16 cores each	16 per server	128 per server	100 per server	50 per server	500 per server	500 per server	500 per server	1,650
SSRS Reports Server- 2 Active HA Servers 8 cores each for SSRS Reports DB	16	128	100	50	500	500	500	1,650
Benchmark Application Server. Each Benchmark Service may be expanded to its own server if needed.	32	256	100	100	n/a	n/a	n/a	200

File/Image Server (Repository)	32	128	100	3,000	n/a	n/a	n/a	3,100
Web Server (Internal) – Core and Memory amounts provided are total and may be divided to multiple servers for load balancing	16	64	100	100	n/a	n/a	n/a	200
Web Server (External) – Core and Memory amounts provided are total and may be divided to multiple servers for load balancing	16	128	100	100	n/a	n/a	n/a	200
Image Converter - Core and Memory amounts provided are total and may be divided to multiple servers for load balancing	32	128	100	100	n/a	n/a	n/a	200
PTG Support Server	4	16	100	100	n/a	n/a	n/a	200
Test/Training	# of Cores	Memory (GB's)	OS Drive C: (GB's)	App Drive D: (GB's)	DB Drive E: (GB's)	Log Drive F: (GB's)	Backup Drive H: (GB's)	Total Disc Space (GB's)
Database Server 2 Active HA Servers 16 cores each node	16 per server	128 per server	100 per server	50 per server	500 per server	500 per server	500 per server	1,650
Database Server (passive) 1 Passive HA Server 16 cores	16	128	100	50	500	500	500	1,650
Replicated Database Server	16 per server	128 per server	100 per server	50 per server	500 per server	500 per server	500 per server	1,650

2 Active Single Node Server 16 cores each								
SSRS Reports Server- 2 Active HA Servers 8 cores each for SSRS Reports DB	16	128	100	50	500	500	500	1,650
Benchmark Application Server	16	128	100	100	n/a	n/a	n/a	200
File/Image Server (Repository)	6	64	100	3,000	n/a	n/a	n/a	3,100
Web Server (Internal)	6	64	100	100	n/a	n/a	n/a	200
Web Server (External)	6	64	100	100	n/a	n/a	n/a	200
Image Converter	6	64	100	100	n/a	n/a	n/a	200
Data Conversion	# of Cores	Memory (GB's)	OS Drive C: (GB's)	App Drive D: (GB's)	DB Drive E: (GB's)	Log Drive F: (GB's)	Backup Drive H: (GB's)	Total Disc Space (GB's)
Database Server	16	256	100	50	500	500	500	1,250
File/Image Server (Repository)	6	64	100	3,000	n/a	n/a	n/a	3,100
Image Converter	8	128	100	100	n/a	n/a	n/a	200
Dev	# of Cores	Memory (GB's)	OS Drive C: (GB's)	App Drive D: (GB's)	DB Drive E: (GB's)	Log Drive F: (GB's)	Backup Drive H: (GB's)	Total Disc Space (GB's)
Database Server	32	256	100	50	500	500	500	1,650
Benchmark Application Server	16	128	100	100	n/a	n/a	n/a	200
File/Image Server (Repository)	6	64	100	3,000	n/a	n/a	n/a	3,100
Web Server (Internal) - Core and Memory amounts provided are	6	64	100	100	n/a	n/a	n/a	200

total and may be divided to multiple servers for load balancing								
Web Server (External) - Core and Memory amounts provided are total and may be divided to multiple servers for load balancing	6	64	100	100	n/a	n/a	n/a	200
Image Converter	6	64	100	100	n/a	n/a	n/a	200
Staging	# of Cores	Memory (GB's)	OS Drive C: (GB's)	App Drive D: (GB's)	DB Drive E: (GB's)	Log Drive F: (GB's)	Backup Drive H: (GB's)	Total Disc Space (GB's)
Database Server	32	256	100	50	500	500	500	1,650
Benchmark Application Server	16	128	100	100	n/a	n/a	n/a	200
File/Image Server (Repository)	6	64	100	3,000	n/a	n/a	n/a	3,100
Web Server (Internal) - Core and Memory amounts provided are total and may be divided to multiple servers for load balancing	6	64	100	100	n/a	n/a	n/a	200
Web Server (External) - Core and Memory amounts provided are total and may be divided to multiple servers for load balancing	6	64	100	100	n/a	n/a	n/a	200
Image Converter	6	64	100	100	n/a	n/a	n/a	200

Extract Environments

Extract will require two environments on Miami-Dade County servers:

1. Production
2. Test / Dev / Train

The following recommendations are the same for all servers:

- Extract Server Processor: Intel Xeon-Silver 4214 2.1GHz (or similar)
- Windows Version: Server 2012-2019 (64-Bit)
- Database: SQL Server 2019 (SQL 2019 is the preferred version)
- Web Server: IIS

Miami-Dade County Extract ID Shield Server / Storage Environments								
Production	# of Cores	Memory (GB's)	OS Drive C: (GB's)	App Drive D: (GB's)	DB Drive E: (GB's)	Log Drive F: (GB's)	Backup Drive H: (GB's)	Total Disc Space (GB's)
Database Server – Dedicated server environment. Consider High-availability Always-On depending on determined software tier. This would require double the amount specified here.	16	128	100	50	500	500	500	1650
Extract Application Server – may be divided to multiple servers for load balancing/redundancy but each server would run separate processes/services.								
Option A: Volume Distributed over 24 Hours (Roughly 4,000 Pages Per Hour)	36	128	100	100	n/a	n/a	n/a	200
Option B: Volume Distributed over 8 Hours (Roughly 12,000 Pages Per Hours)	96	256	100	100	n/a	n/a	n/a	200
Web Server	8	16	100	100	n/a	n/a	n/a	200

Test/Dev/Train	# of Cores	Memory (GB's)	OS Drive C: (GB's)	App Drive D: (GB's)	DB Drive E: (GB's)	Log Drive F: (GB's)	Backup Drive H: (GB's)	Total Disc Space (GB's)
Database Server	8	64	100	50	100	100	100	450
Extract Application Server	16	64	100	100	n/a	n/a	n/a	200
Web Server	4	8	100	100	n/a	n/a	n/a	200
NOTE: All three of these can be installed on the same physical server if needed to reduce hardware footprint.								

***NOTE:** Specifications above assume that Pioneer can leverage an existing network storage location to store temporary copies of the images for processing. The images will be purged in a set amount of time (typically 30 days). If an existing location does not exist for this storage, Pioneer will need additional storage on both servers to facilitate this.

Attachment 1: Acronyms and Definitions**Acronyms**

The following table contains acronyms and their description used throughout this Scope of Services and associated attachments:

Acronyms	Description
AFIS	Automated Fingerprint Identification System
AFM	Arrest Affidavit (A-Form) Automation Management System
AOC	Administrative Office of the Courts for the 11th Judicial Circuit
APD	Assistant Public Defender
ASA	Assistant State Attorney
ASM	Access Security Matrix
BPR	Business Process Reengineering
BUL	Bring Up List
CAPS	Court Application Processing Systems standards
CBS	Central Bond System
CC	Community Control
CCIS	Comprehensive Case Information System
CCMS	Court Case Management System
CFS	Clerk's Financial System
CJIS	Criminal Justice Information System
COC	Miami-Dade Clerk of Courts
COOP	Continuity of Operations
COPS	Court Orders Printing System
COTS	Commercial Off The Shelf
CP	Communication Plan
CRRS	Centralized Records Request System
CWW / CVA	Civil Writs of Attachment
CWB	Calendar Workbench
DCA	District Court of Appeals
DHSMV	Department of Highway Safety & Motor Vehicles
DJJ	Florida Department of Juvenile Justice
DMS	Document Management System
DOC	Florida Department of Corrections
DOC-COPS	Florida DOC - Court Ordered Payment System
DOC-PPS	Department of Corrections – Probation and Parole Services
DR	Disaster Recovery
DRAI	Detention Risk Assessment Instrument for juveniles
DV	Domestic Violence
DVW	Domestic Violence Warrant
ECF	Electronic Case File
ECM	Enterprise Content Management

Acronyms	Description
ETL	Extract, Transform, & Load
EVTs	Evidence Vault Tracking System
FA	First Appearance
FCCC	Florida Court Clerks and Comptrollers
FCIC	Florida Crime Information Center
FDCCMS	Florida Drug Court Case Management System
FDLE	Florida Department of Law Enforcement
FIFO	First In First Out
FSFN	Florida Safe Families Network
FTE	Full Time Equivalent
FW	Fugitive Warrant
GIS	Geographic Information System
GUI	Graphical User Interface
HA	House Arrest
HD	Home Detention
HYDRA	SAO Case Management System
ICCSVP	Involuntary Civil Commitment of Sexually Violent Predator
IDW	Inmate Data Warehouse
IPS	Inmate Profile System
ITD	Miami-Dade County Information Technology Department
IVR	Interactive Voice Response
JJIS	Juvenile Justice Information System
JMS	Jail Management System
JPO	Juvenile Probation Officer
JSD	Miami-Dade County Juvenile Services Department
JWDS	Justice Works Defender System
KPI	Key Performance Indicators
LEO	Law Enforcement Officer
MCMS	Mediation Case Management System
MDC	Miami-Dade County
M-DCPS	Miami-Dade County Public Schools
MDCR	Miami-Dade Corrections & Rehabilitation Department
MDPD	Miami-Dade Police Department
MECOM	Mental Competency Database
NCIC	National Crime Information Center
OBIS	Florida DOC Offender Based Information System
OBTS	Offender Based Transaction System
OCM	Organization Change Management
OCR	Optical Character Recognition
ORS	Office of Rehabilitative Services Systems

Acronyms	Description
OSCA	Office of the State Courts Administrators
PCAC	Private Court Appointed Counsel
PDO	Miami-Dade Office of the Public Defender
PDOCMS	PDO Case Management System
PID	Positively Identified
PM	Project Manager
PMP	Project Management Plan
PRS	Probation and Restitution System
PTA	Promise to Appear Arrest
PTI	Pre-Trial Diversion/Intervention
PTS	Pre Trial Services System
PVA	Probation Violation Affidavit
QA	Quality Assurance
QMS	Queue Management System
RC3	Office of Criminal Conflict and Civil Regional Counsel, Third District
RCIS	Records Center Inventory System
RMS	Records Management System
RPO	Recovery Point Objective
RSS	Rehabilitative Services System
RTO	Recovery Time Objective
SAO	Miami-Dade Office of the State Attorney
SBT	Searer Business Technology Payables System
SRS	Summary Reporting System
STS	Subpoena Tracking System
TAP	The Alternative Program
TCATS	Traffic Citation Accounting Transmission System
TIS	Traffic Information System
TSD	COC - Technical Services Department
UAT	User Acceptance Testing
UCC	Unified Children's Court
UCN	Uniform Case Numbering
UCR	Uniform Case Reporting
UFC	Unified Family Court
WTS	Warrants Tracking System
YTD	Year to Date

Definitions

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

1. The term "Benchmark" to mean the primary Module of the Licensed Software.

2. The term "Blind Filing" to mean automatic case assignment to a criminal / Unified Children's Court division once the case is added either via the booking interface, e-Filing/Portal, case transfer, or manual case creation.
3. The word "Customization" to mean any modification/development/scripting of the code of the Licensed Software that cannot be accomplished via a configuration which requires the action of the Pioneer to achieve the required functionality.
4. The term "Enterprise License" to mean a licensing model which grants Licensed Software access rights to all County employees/staff/contractors/agents and employees/staff/contractors/agents of other governmental partners which reasonably require access as part of the operations of the 11th judicial circuit, without limitation as to the number of users that may concurrently access the Licensed Software.
5. The terms "Go-Live" to mean the date on which the CCMS is used in a production environment for its intended purposes and the legacy Criminal Justice Information System is no longer utilized in a production environment.
6. The terms "Licensed Software" or "Court Case Management System" or "CCMS" to mean the commercially available programs, programming language, and data in machine readable code licensed by Pioneer to the County, inclusive of all interfaces outlined in Attachment 4 of Appendix A and any future Solution Modifications and/or Enhancements provided by the Contractor to the County in accordance with Article 10.
7. The word "Module" to mean a distinct component of the Licensed Software.
8. The words "Pioneer" or "PTG" to mean the Contractor, as defined in Article 1.
9. The word "Warranty" to mean those Maintenance and Support Services provided by the Contractor during the Warranty Period in order to ensure that the CCMS continues to conform to and function in accordance with the Scope of Services which are subject to those remedies outlined in the resultant contract.

Miami-Dade County, FL

Contract No. RFP-01622

Attachment 2

ATTACHMENT 2 – Functional Specifications Matrix

The System shall provide the functionalities outlined in the matrix below. The following response codes are utilized to clarify the level of effort required to meet the requirement

“Y” – “Yes” - Functionality will be FULLY met without Customization. The Contractor shall provide subject matter expertise and services in order to configure the proposed CCMS to meet the function.

“C” - “Customization” - Functionality shall be accommodated through a Customization in the System. County requires all Customization to be completed prior to Go-Live so that adequate testing can be performed to validate the functionality.

Functionality which includes an “N” – “No” response code or appear in strikethrough font shall be considered to be outside of the scope of this Contract, unless otherwise mutually agreed by the parties in writing.

Acceptance Policy: The County is willing to make reasonable business process changes rather than expecting the System to conform to every aspect of current system/processes in order to provide functionality. Contractor acknowledges and agrees that the County shall not be considered unreasonable for withholding or failing to grant Acceptance of any functionality due to the following items:

- o Functionality fails to conform to any legislative mandates, including implementing/administrative orders
- o Manner in which functionality is delivered creates undue impact to operations (i.e. a significant increase in the number of steps required to complete a task)
- o Manner in which functionality is delivered results in a loss of functionality currently available in the legacy system which supports a business operation

Functional Specifications	Response	Detailed Explanation
1. Functionality that provides end-to-end administration over the life cycle of a criminal case from inception/creation through case closure and charge disposition. Function shall provide for the use of distinct case types to categorize cases (e.g. felony, DV misdemeanor, misdemeanor, juvenile delinquency, etc.).	Y	Standard functionality in the Benchmark system
2. Functionality at a case level to easily identify categories with case types, such as: N (Booked), P (Promise To Appear), D (Direct Files), C (Complaints), B (Boating Under Influence), W (Information – AWPIS), T (Transfers), U (Bind Up), X (Bind Down), O (Bind Over), V (non-criminal), A (Based on Affidavit), Re-Files	Y	Standard functionality in the Benchmark system
3. Functionality to designate sub-classifications within a case type (e.g. Domestic violence related, Termination of parental rights, etc.).	Y	Standard functionality in the Benchmark system
4. Functionality at a case level to schedule, track and administer the outcome of all hearings including arraignments, soundings, motion, trials, probation violations, judicial review, report/status, etc.	Y	Standard functionality in the Benchmark system
5. Functionality to maintain at a case level, trial details including trial type (e.g. jury, bench), jury sworn date, evidence submission/disposition and date, mistrial, etc.	Y	Standard functionality in the Benchmark system
6. Functionality at a case level to capture, schedule, track and administer all motions including motion file dates, type, motions rulings, dispositions, motion requestor, charged to, reason for continuance, etc. Feature shall also provide for: ▪ If a motion is simply continued, the motion file date is retained. ▪ Systematically carry over a motion's rulings to other cases for the same defendant/respondent set on the same calendar ▪ Motion file date should be auto set when a motion is received and docketed. ▪ Business edit rule to prevent the update of a motion ruling if a prior filed motion of the same type is missing a ruling.	Y	Standard functionality in the Benchmark system
7. Functionality to capture and administer all defendant/respondent/minor related information at a case level. Information shall include but is not limited to: ▪ Numerical identifiers (e.g. SSN, DL, FBI #, SID, County ID #, Jail/Booking #, JJS#, FSN #, etc.) ▪ Personal identifiers (e.g. name including special characters, race, alias, sex, DOB) ▪ Associated physical characteristics (e.g. hair color, eye color, height, weight, ethnicity, scars/marks/tattoos, etc.) ▪ Contact info (address, telephones, email)	Y	Standard functionality in the Benchmark system

8.	Functionality to capture case participant (defendants, respondents, parents) addresses (minimum of 5), telephone numbers and email addresses to assist with contacting a defendant. Feature shall provide the ability to capture and identify different address types within a case participant (e.g. HOME address, WORK address, SCHOOL address, ARREST address, etc.) as well as maintain a history of all contact information and identify the latest address at a case and person level.	Y	Standard functionality in the Benchmark system
9.	Functionality that provides for the tracking/management of a defendant/respondent/minor master name and associated alias/AKAs and the linking and unlinking of cases by names, aliases and parents, if applicable. Feature shall provide for systematic or manual linking.	Y	Standard functionality in the Benchmark system
10.	Functionality that provides for the ability to capture, maintain and associate an alert to a defendant/respondent/minor master name. Alert information shall be incorporated in any criminal/dependency history search/priors for the defendant/respondent/minor.	Y	Standard functionality in the Benchmark system
11.	Functionality that provides a possible "person" matching algorithm feature to facilitate linking of possible defendants across cases. Algorithm should be user configurable.	Y	Standard functionality in the Benchmark system
12.	Functionality to maintain a unique defendant/respondent record at an overall system level as well as maintain individual person names (AKA) at a case level. Feature shall provide the capability to capture a unique identification number for a defendant/respondent/minor.	Y	Standard functionality in the Benchmark system
13.	Functionality to facilitate the creation of a court case from an SAO direct filing received electronically from the SAO Case management system which includes relevant defendant and charge information.	Y	Cases can be e-filed from the SAO to create the case in Benchmark.
14.	Functionality to create, easily identify, and administer cases for Contempt/Rule To Show Cause cases. Feature shall permit the entry of an adult DOB on a dependency related Rule To Show Cause case.	Y	Standard functionality in the Benchmark system
15.	Functionality that allows for the systematic linking or association of contempt related cases with the primary case. Any associated contempt related cases should follow the scheduling of the primary case and appear on calendar when the main case is set for a court hearing.	Y	Standard functionality in the Benchmark system
16.	Functionality to support manual case creation for direct files, change of venues, petitions authorizing treatment, extraordinary writs, petitions for protective orders, etc.	Y	Standard functionality in the Benchmark system
17.	Functionality on case creation shall allow for the manual entry/assignment of the desired case number. Edits should prevent the entry of a duplicate case number.	Y	Standard functionality in the Benchmark system
18.	Functionality allowing for the creation of certain designated cases without the need for an arrest date (e.g. Rule to Show Cause, Material Witness, etc.).	Y	Standard functionality in the Benchmark system

19.	Functionality to add/create a case from an older/historical, paper based case. Features shall allow for the entry and retention of the original case number.	Y	Standard functionality in the Benchmark system
20.	Functionality that provides the systematic ability to determine and assign a different prosecutorial entity other than the standard State Attorney's Office at case creation. Determination of prosecutorial entity is based upon the case's charges (e.g. Miami Beach ordinance charges only as determined by the charge's Type, Degree, and arresting Municipality). For example, City of Miami Beach prosecutes their Municipal Ordinance only cases with a City attorney acting as prosecutor and the case's intake attorney is systematically set to be 'MP' – Municipal Prosecutor.	Y	Standard functionality in the Benchmark system. Configurable table settings enable this functionality with specific designations based on parameters.
21.	Functionality that automates creation of the ECF with the creation of its associated court case. Creation may be in the form of a case transfer/consolidation, direct file, booking related, etc.	Y	Standard functionality in the Benchmark system
22.	Functionality that permits the re-opening of closed cases (e.g. SAO Re-Files). Feature shall maintain all re-open and close dates.	Y	Standard functionality in the Benchmark system
23.	Functionality to perform a "soft" delete of cases and an undo of a "soft" delete with associated automatic docketing.	Y	A Court Type can be created, such as Error or Created in Error, the case in question can be moved to this Court Type, which will hide the case from the Web and make it not-searchable. If the case in question needs to be Reactivated, the Court Type can be changed back to an active Court Type at any time
24.	Functionality to designate and identify a Pro Se case, Private Attorney case, or Public Defender case.	Y	Standard functionality in the Benchmark System
25.	Functionality to track when a defendant, for a case, is placed on the Order Prohibiting Defendants from filing Further Pro Se Motions and alert COC staff accordingly.	Y	Standard functionality in the Benchmark System
26.	Functionality that facilitates the processing of SAO Information and tracks all SAO Informations/juvenile petitions filed within a case (i.e. original, amended), the date filed, and the charges included on the Information. Feature shall provide for the ability to track all charges and revisions to previously filed charges associated with amended SAO Informations.	Y	Standard functionality in the Benchmark System
27.	Functionality that facilitates the entry and management of defense pleas and jury trial requests for a case's charges. Feature shall allow the user to copy pleas across multiple charges within the case, optionally remove any scheduled arraignment dates.	Y	Standard functionality in the Benchmark System
28.	Functionality to create and administer case types, motion types, and hearing types within a division. Feature shall allow for the maintenance of relevant details for each object.	Y	Standard functionality in the Benchmark System

29.	Functionality to create and administer charge disposition types with corresponding descriptions. Feature shall track whether dispositions are interim or final, as well as, whether they are applicable for certain case types, allowable for certain pleas (Not Guilty, NOLO, Guilty, etc.).	Y	Standard functionality in the Benchmark System
30.	Functionality within a case that captures 3 levels of charges: initial arrest/booking, filed as the case proceeds (e.g. Arraignment) and the final charges.	Y	Standard functionality in the Benchmark System
31.	Functionality to facilitate entry of offenses/charges through the use of "counts" to systematically replicate the charge the desired number of times without having to manually add them one at a time. Entry shall facilitate by carrying over the same disposition to multiple open charges on a case.	Y	Standard functionality in the Benchmark System
32.	Functionality to capture and track dispositions, including interim and final, at a charge/allegation level within a case. Disposition shall be used to distinguish the type of guilty plea, as well as the final outcome on the charge/allegation and case. Note a case may have multiple charges/allegations.	Y	Standard functionality in the Benchmark System
33.	Functionality allowing for the entry of multiple charges on a case including criminal (felony/misdemeanor), traffic (TCATS), local ordinances, warrants related, etc. Feature shall allow for the ability to add charges to a previously closed case, (e.g. probation violation affidavits). Charge entry shall be facilitated and validated via the statutes/offenses table look-up.	Y	Standard functionality in the Benchmark System
34.	Functionality that systematically identifies and provides the highest charge within a case to facilitate reporting and inquiries.	Y	Standard functionality in the Benchmark System
35.	Functionality to maintain and view current and historical dispositions at a charge and case or parent allegation level. Feature shall provide for the clear identification of a case's overall disposition. Note a case may have multiple charges.	Y	Standard functionality in the Benchmark System
36.	Functionality that provides referential editing based upon the association between charge dispositions and deferred prosecution/diversion information (e.g. start/end dates), related probation information, conviction information, etc.	Y	Standard functionality in the Benchmark System
37.	Functionality to maintain case closure related details across all case types, such as: closing judge, closing attorney, verdict, closing date, case disposition, etc. Feature shall support multiple case closure dates and multiple trial related details as mentioned above.	Y	Standard functionality in the Benchmark System
38.	Functionality providing a warning if any open bonds or open warrants remain on the case when cases are closed.	Y	Standard functionality in the Benchmark System

39.	Functionality to maintain sentencing related details at a charge level such as: probation terms, sentence, sentence commitment date, credit time served days, concurrent/split terms, etc. Feature shall maintain historical sentencing terms.	Y	Standard functionality in the Benchmark System
40.	Function to have case closure date systematically applied to open case charge disposition dates and associated docket activity dates to facilitate case closure process.	Y	Standard functionality in the Benchmark System
41.	Feature to facilitate charge entry by providing the option of deleting any previously filed charges and re-entering when an error is made at entry.	Y	Standard functionality in the Benchmark System
42.	Functionality that incorporates an "In Court Session" feature to support user-friendly, timely, real-time entry of all relevant case proceedings & results (e.g. pleas, dispositions, case closures, hearing resets, etc.) during a hearing. Feature shall coincide and facilitate navigation with the cases set on the hearing session's calendar. Feature shall display or indicate any outstanding warrants/pick up orders, open cases and closed cases with active probation.	Y	Standard functionality in the Benchmark System
43.	Functionality that automatically removes future hearing dates such as when: - Warrant/falias capias is issued or plea is accepted or finding of guilt occurs on a case. - Case is sealed/expunged. - Transferred or closed cases. - Defendant is placed in long term diversion program	Y	Standard functionality in the Benchmark System
44.	Functionality to merge/link open misdemeanor cases to a felony case for hearing purposes. Accordingly, misdemeanor case should be automatically set for a hearing at the same time the felony case is set. The misdemeanor case(s) remain open, are disposed of individually, but any activity/hearings for the misdemeanor case(s) follow the path of the felony case.	Y	Standard functionality in the Benchmark System
45.	Functionality to un-merge cases (e.g. misdemeanor to a felony) that were previously merged.	Y	Standard functionality in the Benchmark System
46.	Functionality to maintain a primary division and an alternate division within a case. A case may be heard by the primary division judge and an alternate division judge (e.g. Adult Drug Court, Veteran's Treatment Court).	Y	Standard functionality in the Benchmark System
47.	Functionality to facilitate the capture of courtroom hearing minutes for a case, particularly during trials. Capture of all hearing related details shall incorporate systematic back end case updating to facilitate courtroom clerk functionality and expedite case updating. Minutes should be automatically filed within the electronic case file. Feature shall also allow for the amending of court minutes after the fact	Y	Standard functionality in the Benchmark System
48.	Functionality to identify and track defendants, at a case level, that are identified as "protected class" including the type of protected class as there are multiple types. Feature shall be	Y	Functionality included with interface with County JMS.

	incorporated and received within the data received from the County's JMS booking module upon case creation. Verification of protected class status will be validated via the County payroll system verifying defendant's employment title. NOTE: Protected class status indicates the defendant and his/her personal information must be kept confidential because of their employment, such as in the case of a police officer as the defendant.		
49.	Functionality to print/generate in electronic form (e.g. PDF) a summarized case history for any case. Case summary function of all court proceedings should include an accompanying docket history of the case for all interested parties to the case.	Y	Standard functionality in the Benchmark System
50.	Functionality that provides for the creation and subsequent update of a case history sheet. The case history sheet serves as an ongoing, continuous summary of all activities performed on the case in chronological order. The case history sheet may be updated by authorized users (e.g. judge, COC clerk) in or outside the court room. Any errors noted on an insert or history sheet must be clearly indicated with a strike through (~~error~~).	Y	Standard functionality in the Benchmark System
51.	Functionality to manage the collection and storage of evidence in an "Evidence Vault" where case evidence is deposited. Feature shall provide the ability to manage evidence related information and related processes such as ▪ case evidence/exhibits and associated information (e.g. evidence ID #, brand, caliber, amount, party submitting, weight, etc.) ▪ evidence storage location ▪ temporary storage location ▪ evidence release and return ▪ chain of custody ▪ evidence disposal including disposal criteria (e.g. disposal 30 days after acquittal inventory). Feature shall include automation within the CMS to track case status, associated defendant cases, and cross referenced cases where the same evidence is submitted. Note: Function shall involve the management of evidence vaults at different facilities.	Y	Standard functionality in the Benchmark System
52.	Functionality to track evidence/exhibits for a case along with their chain of custody by division. Note: evidence may be of a digital nature (e.g. body cam videos).	Y	Standard functionality in the Benchmark System
53.	Functionality to automate the collection/submission of evidence in court during a hearing including the creation of evidence exhibit tags and the cataloging of evidence on an associated Evidence Exhibit List. Function should be embedded within CCMS to manage the collection and storage of evidence.	Y	Standard functionality in the Benchmark System
54.	Functionality providing the ability to generate accompanying bar code labels for evidence submitted in court	Y	Standard functionality in the Benchmark System

55.	Functionality providing flexible search for evidence related information by case number, defendant name, unique evidence ID number, etc.	Y	Standard functionality in the Benchmark System
56.	Functionality providing on-demand and predefined reporting within the evidence tracking component. Feature will include the generation of evidence vault records, receipts, inventory / storage listings, disposal listing, etc.	Y	Standard functionality in the Benchmark System
57.	Functionality to capture and preserves digital evidence within a case and facilitate the sharing of that evidence in a digital manner.	Y	Standard functionality in the Benchmark System
58.	Functionality to alert staff of cases on Appeal, thereby preventing the disposal of evidence.	Y	Standard functionality in the Benchmark System
59.	Functionality within a case clearly indicating a grand jury indictment case. Feature that allows for the administration of grand jury indictments and filings.	Y	Standard functionality in the Benchmark System
60.	Functionality that permits the designation of an organization (corporation) as a defendant on a case and, not a person, thereby eliminating the need to enter personal identifiers.	Y	Standard functionality in the Benchmark System
61.	Functionality that facilitates case entry by providing separate screens to capture case scheduling, attorney information, charges, etc.	Y	Standard functionality in the Benchmark System
62.	Functionality to systematically track a defendant, at a case level, that has been declared "Incompetent" and/or committed to mental institution along with their associated commitment date.	Y	Standard functionality in the Benchmark System
63.	Functionality to track if a defendant is an armed forces veteran. Self-reported veteran indicator may initially be captured and provided via the AFM system. Associated reporting requirement would also be mandated.	Y	Standard functionality in the Benchmark System
64.	Functionality to support the State of Florida uniform case numbering (UCN) system.	Y	Standard functionality in the Benchmark System
65.	Functionality to capture and track at a case level, the arresting agency and law enforcement officers involved in the case including their role (e.g. arresting, transporting, lead detective, etc.).	Y	Standard functionality in the Benchmark System
66.	Feature that provide a means to easily distinguish when a defendant is under House Arrest, incarcerated/detention, undergoing furlough or Pre Trial Services release.	Y	Standard functionality in the Benchmark System
67.	Functionality to facilitate and enable the preparation of Judgement, Sentence orders and associated court ordered documents upon case closure and sentencing. Feature shall incorporate the capture of statute enhancements/qualifiers, categories, special provisions. Feature shall facilitate preparation of these forms by pre-populating all viable data fields on forms from case and defendant data captured in the system and generated as close to real time as possible. Included within this are:	Y	Standard functionality in the Benchmark System. Pre-populated reports can be generated manually or automatically based on certain workflows. Any data captured in Benchmark can be used to build reports.

	<u>Judgement including those for Withholds of Adjudication</u> ▪ DNA ▪ Attorneys ▪ Probation/Community Control & any Specification ▪ Sentence related including: "CREDIT FOR TIME SERVED", "Sentence suspended", "Youthful Offender", "Successful Termination of Probation", "Criminal order of restitution in the amount of", then check the correspondent check box. ▪ Concurrent cases involved in the sentence ▪ Special Conditions ▪ Crimes, Pleas, and Additional statutes <u>Charges/Costs/Fees</u> ▪ Court costs, Fees, Restitution including any discharged ▪ Stay due dates, ▪ Closing Judge issuing the costs & penalties <u>Sentence information applied within count of charge on the case</u> ▪ Adjudication ▪ Any re-sentencing provisions ▪ "Date of deferred imposition" and "Payable to" in the correspondent text box. ▪ Revocation of Probation or Community Control applies. ▪ Committed Custody ▪ Sentence Type: Original, Mitigated, Amended or Corrected. ▪ Length of the Serving Term ▪ Sentence suspended: if it applies ○ Additional Information: to write any other information that should appear in the Court Order. ○ Split Sentence Information including split counts, number of Days, Months, or Years that apply to Community Control and Probation. <u>Special Provisions</u> ▪ Example of special provisions noted: DL Revocation, Habitual Offender, Prison release Re-Offender, violent Felony Offender, Minimum/Mandatory stipulations, etc. <u>Other Provisions</u> ▪ Jail Credit, Concurrent Terms, restitution ordered, specifications, etc.		
68.	Functionality to capture, track and administer all participants within a case including: ▪ Attorneys on record ▪ State Attorney administrative staff (i.e. secretaries/victim witness counselors) ▪ Victims and witnesses	Y	Standard functionality in the Benchmark System

	- Involved law enforcement officers and arresting agency - Probation officers - Case managers (AOC, DCF, etc.) - Bondsman - Parents of respondents/minors - Guardian Ad Litem - Doctors associated with evaluations/mental health providers - Court sanctioned diversion program providers - Custodians Feature shall provide for the ability to maintain contact information, including email address, for any and all parties.			
69.	Functionality to comply with and support the Florida Supreme Court Administrative Order SC14-20, detailing the court case event framework. Framework lays out the structure for recording and tracking key events in a trial court case including Case Initiation, Case change, Re-Open, and Re-Close.	Y		Standard functionality in the Benchmark System. 14 Florida counties are live with the Benchmark System, with a 15 th county currently being implemented.
70.	Functionality to automate the generation of DL revocation memos and subsequent email notification to DHSMV for convictions of applicable charges. In lieu of automatic memo generation, feature shall provide for the option of including cases with DL revocations within the daily FCCC data transfer.	Y		Standard functionality in the Benchmark System
71.	Functionality to track and administer cases assigned to specialized alternate divisions. Information such as: - Specialized alternate division (human trafficking, drug court, mental health, etc.) - Type of case disposition (pre-diversion, probation, SCOP) - Track dates (start and end) - Track level and status after each hearing - Capture treatment program details - Capture drug test results - Capture termination status (successful, unsuccessful, etc...) - Attach graduation certificates and photos to case file. - Provide statistical and trending reports on Drug Court program/mental health. - Ability to transfer or re-assign case back to the original division	Y		Functionality included with configuration of case types

72.	Functionality allowing for the ability to perform mass case transfers from one division to another.	Y	Standard functionality in the Benchmark System
73.	Functionality to track and manage the speedy date within a case. Feature shall clearly designate if the speedy date was waived, re-instated, and/or re-computed during the course of its progression based on demands for speedy, mistrials, extensions, diversion results, etc. Feature shall also capture the date the speedy trial request was made.	Y	Standard functionality in the Benchmark System
74.	Functionality that supports the systematic computation or waiver of case speedy dates based on application business rules including case types (felony/misdemeanor/juvenile delinquency), SAO Information filed date, placement in diversion program, booking date, warrant issue, warrant quash date, case transfers, case continuances, etc. (e.g. 90 days after arrest date for misdemeanor cases).	Y	Standard functionality in the Benchmark System
75.	Functionality that provides configurable automated alerts via reports, emails, etc. when case - ---speedy dates are approaching with no scheduled hearings.	Y	Standard functionality in the Benchmark System
76.	Functionality to retain/track an associated civil case number/UCN within a criminal case.	Y	Standard functionality in the Benchmark System
77.	Functionality to automatically generate and email FDLE the "Name Change Report of Final Judgement" when a defendant's personal identifiers (name, race, sex, or DOB) are modified.	Y	This can be accommodated using the Benchmark notification service.
78.	Functionality to track & administer 3 rd Party providers within the judicial system. For example, Courts sanctioned providers, TAP, The Advocate, OUR Kids, FRC, CHS, GAL, etc.	Y	Standard functionality in the Benchmark System
79.	Functionality to track interpreter needs and the associated language at a case level.	Y	Standard functionality in the Benchmark System
80.	Functionality to track when interpreter services was used during a hearing at a case level.	Y	Standard functionality in the Benchmark System
81.	Functionality to track when translation services of documents or digital media was used at a case level.	Y	Standard functionality in the Benchmark System
First Appearance (FA)			
82.	Functionality to automatically calculate and schedule the booked defendant for the next available and suitable FA hearing based on the following: ▪ Arrest date/time. ▪ Highest arrested charges (felony charges lead to felony bond FA hearing), ▪ Arrest type (criminal traffic/misdemeanor, DV or juvenile), ▪ Warrant type, (including arrests related to a criminal traffic BW, DV warrant, Civil Writ of Attachment, pick up orders. For example an arrest for a probation warrant or alias capias would schedule the defendant for the first available hearing for the judge/division that issued the warrant.)	C	Customization required to auto schedule based on the listed criteria. This customization is included.

83.	Automatic scheduling function to avoid scheduling conflicts and prevent the scheduling of the same defendant for two or more concurrent hearings (e.g. when a defendant must appear for FA for separate misdemeanor and felony cases).	C	Customization to check for scheduling conflicts. This customization is included.
84.	Functionality to provide a user with the ability to override automatic scheduling of a FA hearing for a case.	Y	Standard functionality in the Benchmark System
85.	Functionality to easily reset a defendant for a later FA hearing which would automatically be reflected under the appropriate calendar. Reset requirement should provide both automatic default setting for the next available FA hearing, as well as, the ability for the user to select the date/time of the defendant's reset FA hearing.	Y	Standard functionality in the Benchmark System
86.	Functionality to systematically set a criminal case's filing date based on multiple criteria including but not limited to: ▪ Defendant's appearance at first appearance bond hearing ▪ Defendant is initially set for bond hearing ▪ Defendant bonds out prior to attending a first appearance hearing Function also permits the manual entry of a case filing date based on the user's role and associated access rights.	Y	Standard functionality in the Benchmark System
87.	Functionality to provide the means to capture and maintain the defendant's pre-trial release in lieu of a standard bond per charge within a case and provide the data to the County's JMS.	C	Customization to maintain all pre-trial release information on a case
88.	Functionality providing first appearance hearing "Cut-Off" rules, based on arrested or booked date/time in relation to the next available FA hearing for bookings received from the County's JMS and AFM system. System should provide for the option of setting default/automatic cut-off times, as well as, providing for a manual override.	C	Customization required for "cut-off" rules functionality post interface with AFM and JMS
89.	Functionality to allow for the placement of defendants arrested on non-criminal cases, such as criminal traffic BW, civil DV Warrants, Civil Writs of Attachment (CWA), Fugitive Warrant arrest from another jurisdiction on the felony bond Hearing, etc. on criminal division first appearance bond hearings and their associated hearing calendar. Note: These non-criminal arrests may not actually create a criminal case.	Y	Standard functionality in the Benchmark System
90.	Ability to provide comprehensive fugitive warrant FA calendaring that includes both in-state and out-of-state fugitives despite the fact that in-state fugitives do not involve the actual creation of a local court case in CCMS.	C	Pioneer will develop this customization, further discovery is needed on the requirement to add parties without a local case to a calendar.
Case Assignment			

91.	Functionality to support the "blind filing" or automatic case assignment to a criminal division (e.g. Circuit/Felony, Misdemeanor, Juvenile, etc.) and judicial section (e.g. F001) once the case is added either via the AFM, JMS booking, ePortal, case transfer, or manual case creation. Blind filing feature shall incorporate the positive identification (PID) of a defendant to carry out accurate case Assignment to an appropriate judicial section/judge must be based on the section's current volume of cases to ensure equal distribution of cases, defendant's arrest charges, case type, DV identifier/flag, defendant's prior cases – (predetermined logic) and related judiciary schedules. Systematic case assignment shall ensure even distribution of cases across sections (e.g. F001) within a judicial division (e.g. Felony).	C	Customization required for automatic case assignment. This customization is included.
92.	Functionality to support the "blind filing" or automatic case assignment to a dependency section once the case is created. Assignment to an appropriate judicial division/judge must be based on the division's current volume of cases, case type, minor's custody status, initial division assigned and related judiciary schedules.	C	Customization for automatic assignment feature is included.
93.	Functionality to systematically re-blind file a court case to a different judicial section and division should the case management system receive a revised arrest related component, such as the DV identifier, from the County's JMS.	C	Customization for automatic assignment feature is included.
94.	Case assignment feature to factor in highest level of charge (felony/misdemeanor), defendant's age, and arresting agency in determining judicial section assignment (e.g. misdemeanor cases may be assigned to branch divisions based on arresting agency).	C	Customization for automatic assignment feature is included.
95.	Functionality within blind filing/case assignment that for judicial expediency, a defendant's new case is auto assigned to the same judicial section of: ▪ The defendant's existing open case or ▪ The defendant's closed case undergoing probation/community control bearing the lowest case #.	C	Customization for automatic assignment feature is included.
96.	Functionality within blind filing/case assignment that for matters of judicial expediency, for multiple sibling cases, such cases shall be assigned to the section in which any minor has a previously filed case and if multiple siblings have previously filed cases, the section of the lowest case number shall be the section to which all the related multiple sibling cases are assigned.	C	Customization for automatic assignment feature is included.
97.	Functionality within blind filing/case assignment that for matters of judicial expediency, for multiple co-defendant cases, such cases shall be assigned to the section in which any defendant has a previously filed open case. If multiple defendants have previously filed open cases, the section of the lowest open case number shall be the section to which all multiple co-defendant cases are assigned.	C	Customization for automatic assignment is included

98.	Functionality within blind filing/case assignment that systematically assigns a new case to a judicial section based upon the case's charges/municipality. For example a case with Municipal only ordinance related charges will be assigned to a central misdeemeanor section.	C	Customization for automatic assignment feature is included.
99.	Statistical functionality within case assignment feature that tracks the manner in which cases were assigned (Random, Pre-determined/current open case, manually assigned/transferred in and out), recusals, and the types of case assignments (e.g. arrests, direct files, arrest warrants, etc.) for each section (e.g. F001) within a judicial division (e.g. Felony).	C	Customization for automatic assignment feature is included.
100	Functionality to incorporate unique business rules for the blind file/section assignment of 1st degree murder cases (Florida Statutes Sections 782.02-782.36).	C	Customization for auto assignment included. . Business rules can be setup per case type
101	Functionality within the automatic case assignment feature that provides the ability for an authorized user to lock down or prevent a section from having cases systematically assigned. Feature shall also allow for the subsequent re-opening a section for systematic case assignment. Feature shall allow a manual override when a case is being manually assigned by a user (e.g. co-defendant grouping/case transfer) with an applicable warning message.	C	Will be included in the automatic assignment
102	Functionality to systematically re-blind file/re-assign a branch division case (i.e. revise its division and section) to a central district division section (e.g. when a branch case is set for a jury trial).	Y	Standard functionality in the Benchmark System
103	Functionality within systematic case assignment that allows for the blind filing ability and business rules to be associated to a specific judge in lieu of by judicial section.	Y	Standard functionality in the Benchmark System
104	Functionality to consolidate open cases via court case numbers. Case consolidation will systematically close the consolidated case with an appropriate disposition. Case consolidation may involve consolidating cases for a single defendant or the consolidation of cases involving multiple defendants (companion/co-defendant). The feature shall also include the ability to consolidate previously consolidated cases.	Y	Standard functionality in the Benchmark System
105	Functionality to allow for the manual grouping of cases (e.g. companions/siblings) such as those involving co-defendants/respondents/minors. Grouping functionality should be provided via either police case number or court case number. Grouping function should employ a method to easily identify and access grouped cases. Note dependency case grouping should be based on the mother/custodian information.	Y	Standard functionality in the Benchmark System
106	Functionality to provide for the systematic grouping of sibling cases that share the same mother's/custodian name, DOB and race.	Y	Standard functionality in the Benchmark System
107	Functionality providing the user with an option to select all grouped cases that should be re-blind filed/re-assigned to the lowest case's section within the division so they will all be heard by the same judge.	Y	Standard functionality in the Benchmark System

108	Feature allowing for the ability to create felony indictment co-defendant cases.	Y	Standard functionality in the Benchmark System
109	Functionality that upon case consolidations or groupings, the systematic transfer of case data and electronically stored document images including all relevant case and defendant/respondent/minor data including open bonds, dockets, selected open charges, victim/witness, etc. Transfer of case data shall be all-inclusive and performed real-time.	Y	Standard functionality in the Benchmark System
110	Functionality to provide the systematic consolidation of electronic case files for instances involving companion cases for both single and multiple defendant consolidations.	Y	Standard functionality in the Benchmark System
111	Functionality to undo a case consolidation or case transfers performed in error.	Y	Standard functionality in the Benchmark System This is not an automated process in Benchmark. Charges and dockets from consolidated/transfer case would need to be manually removed.
112	Functionality to consolidate cases where the defendant on the case does not have a unique numerical identifier (e.g. CIN) entered.	Y	All parties in Benchmark will have a unique identifier
113	Functionality allowing the update of a base case that was previously consolidated. Feature shall provide a warning of the base case's consolidated state.	Y	Standard functionality in the Benchmark System
114	Functionality that validates/confirms the same defendant across all cases being consolidated for single defendant case consolidation events.	Y	Standard functionality in the Benchmark System
115	Functionality to systematically track a case's originating case number (previous in the case of transfers/consolidation), as well as it's resulting case number (Next) in both the originating and resulting cases.	Y	Standard functionality in the Benchmark System
116	Functionality that systematically updates the disposition on charges/allegations when a case is transferred/consolidated to another case reflecting the case's transition event	Y	Standard functionality in the Benchmark System
117	Functionality to allow for the automatic transfer of non-discharged bonds, associated release conditions, and bond related document images when court cases are consolidated. Functionality must support bond transfer for single defendant case consolidations, as well as, multiple co-defendant case consolidation.	Y	Standard functionality in the Benchmark System
118	Functionality incorporating the setting of % based assignment for judicial sections within a court type/case type (e.g. judicial sections within Felony Division) as used in automatic case assignment.	C	Customization will be included in automatic case assignment features
119	Functionality allowing a manual reset of the judicial section counter as used in automatic case assignment/blind filing. Feature is particularly useful when a judicial section is created/opened, or closed to balance caseloads across judicial sections in a division.	C	Customization will be included in automatic case assignment features
Case Transfer			

120	Functionality facilitating the reassignment/transfer of cases and their subsequent first appearance from one division to another (e.g. felony to misdemeanor), resulting in systematic case creation. Feature shall provide for systematic case number generation, automatic blind filing or case division assignment, carryover of user selected charges/allegations, document images, and selected speedy date re-calculation if necessary.	Y	Standard functionality in the Benchmark System
121	Functionality to allow for the automatic or user selected transfer of all case information, including case dockets, and document images, when cases are transferred/re-assigned from one division to another. Transfer of case data shall be all-inclusive and performed real-time.	Y	Standard functionality in the Benchmark System
122	Functionality to facilitate the transfer (e.g. bind down) of criminal cases to traffic cases to TIS including document images.	Y	Standard functionality in the Benchmark System
123	Functionality to auto expunge previous adult cases for cases transferred from adult criminal to juvenile delinquency. Note: There can be more than one previous case because of grouping co-defendants. All prior cases should be expunged.	Y	Standard functionality in the Benchmark System
124	Functionality allowing for the removal of a DV case indicator (re-classify to non-DV case) when cases are transferred/bound down from felony to misdemeanor.	Y	Standard functionality in the Benchmark System
125	Functionality to allow for the automatic transfer of non-discharged bonds and related release conditions when cases are transferred from one criminal division to another.	Y	Standard functionality in the Benchmark System
126	Functionality to facilitate the automatic transfer of all bonds, non-discharge or revoked, when a criminal case is transferred to a traffic case (TIS) or a traffic case in TIS is transferred to a criminal case. Feature shall involve the transfer of both data and document images.	Y	Standard functionality in the Benchmark System
127	Functionality that systematically sets charge dispositions upon case transfers to other judicial sections or division. For example, setting of interim dispositions at a charge level, when the case is transferred to a treatment court.	Y	Standard functionality in the Benchmark System
Calendaring and Scheduling			
128	Extensive and flexible calendaring functionality in preparation for all hearing types across all divisions. Calendars shall be available in preliminary fashion and final mode (Supplemental), and be readily available in a real time, online setting to include the public facing website. Note: Preliminary calendars may be generated at any point prior to a scheduled court hearing session, while final calendars are routinely generated the day of the scheduled hearing session.	Y	Standard functionality in the Benchmark System
129	Calendaring function to provide the flexibility to easily set, cancel, continue, schedule or reschedule a hearing in an unexpected emergency situation event, such as a hurricane.	Y	Standard functionality in the Benchmark System

130	Functionality allowing authorized users the ability to collapse or merge multiple session calendars for the same day for the same section on to one combined calendar (e.g. incorporating judicial review calendar with the preliminary/supplementary calendar).	Y	Standard functionality in the Benchmark System
131	Functionality within the calendaring reporting feature that provides a user -driven, flexible method for sorting/grouping/filtering daily court calendars by any field contained within the calendar (e.g. Defendant/respondent/minor name, time of hearing, case number, attorney, etc.).	Y	Standard functionality in the Benchmark System
132	Functionality within the calendaring reporting feature that provides the ability to produce a unified daily section calendar alphabetically by defendant/respondent/minor name.	Y	Standard functionality in the Benchmark System
133	Calendaring function must support the same type of hearing scheduled at multiple times throughout a day (e.g. 9:00am and 1:00pm), as well as, different times for weekends and holidays. Calendars shall coincide and reflect their respective judicial section hearing dates/times.	Y	Standard functionality in the Benchmark System
134	Functionality that provides planning and calendaring functions thereby permitting the court to allocate blocks of future time for specific purposes, that permits authorized users to book specific hearings or other events into allocated time, and that displays or prints the schedule for a day, week, or month with appropriate level of detail.	Y	Standard functionality in the Benchmark System
135	Calendaring functionality that permits users the ability to allocate blocks of time on a recurrent basis (e.g. every other Thursday or every fifth Friday).	Y	Standard functionality in the Benchmark System
136	Calendaring functionality that provides the ability to call up a list of cases based on defined criteria and schedule or reschedule all of the cases simultaneously into a new time block.	Y	Standard functionality in the Benchmark System
137	Calendars be made available online (web page), via printed hard copy, electronic PDF, CSV, XML, and in file readable format to facilitate dissemination of calendars as deemed necessary. Calendar dissemination should be scheduled automatically and provide the ability to have calendar and case data pushed to external agencies (e.g. AOC, PDO, SAO) to include kiosks.	Y	Standard functionality in the Benchmark System
138	Functionality to provide preliminary and final mode court session calendars for prosecutorial entities (e.g. SAO) grouped by prosecutorial entity & SAO trial units. Prosecutorial calendars should include but not be limited to: case #, defendant information including CIN, Booking dates, Arraignment date, all charges whether including disposition, bond/release information, judge/section, assigned attorneys State & Defense on the case, motion continuance log, hearing type, hearing date/time, SAO filing decisions, future hearings including type and date/time, balance of court fees, and last payment date.	Y	Standard functionality in the Benchmark System

139	Functionality to incorporate case participant calendars and availability within automated scheduling of cases for hearings (e.g. ASA, LEO, APD schedules).	Y	Standard functionality in the Benchmark System
140	Functionality to maintain and view/print the history of all hearings scheduled, held, cancelled for a particular case, including future scheduled hearings.	Y	Standard functionality in the Benchmark System
141	Functionality to allow for the creation of new calendaring for a new type of judicial section or type of hearing such as Drug Court hearing via system configuration parameters.	Y	Standard functionality in the Benchmark System
142	Functionality allowing a user to request the generation of a session calendar and local priorities concurrently. Local priorities would be generated for all defendants appearing on calendar.	Y	Standard functionality in the Benchmark System
143	Functionality to facilitate manual add-ons/write-ins of cases prior to or during a court hearing. Feature shall also ensure that manual add-on/write-ins cases are reflected within any post-hearing calendars.	Y	Standard functionality in the Benchmark System
144	Functionality that provides an on-demand, real time mechanism to view a comprehensive list of all cases scheduled on a judge/section's calendar by date/time/session and hearing type. Feature will provide flexibility of sorting and grouping including by date, week, month or overall for a specified section.	Y	Standard functionality in the Benchmark System
145	Functionality providing a general purpose calendar viewing function for internal users that displays allocated time blocks, any appointments scheduled within those blocks, and any unallocated time as the user may select. Feature shall provide: ▪ displayable fields shall be at least: hearing type; case type; case name; case number; date; time; judge; parties; attorneys; location (court and hearing rooms) and case age. ▪ displayed fields shall be limited appropriately by the user's permission level. The display must have the ability to sort and filter by any displayed field. ▪ when a specific appointment is listed on the display, clicking on the time and date portion shall call a function that permits editing, canceling, or rescheduling the event without retyping identifying information. Clicking on the case name will bring up a case calendar display along with a control that opens the progress docket ▪ when an allocated but still available time block, or any portion of unallocated time, is listed on the display, clicking on it shall call a function that permits entry of a new matter into that time block	Y	Standard functionality in the Benchmark System
146	Functionality that provides the ability to manually schedule or set a case's next hearing date and time. Feature shall include identifying the type of hearing, location, judge/section, alternate judge, type of motion or report, whether a summons must be generated and mailed, etc.	Y	Standard functionality in the Benchmark System

147	Function allowing for the manual cancellation of future hearings.		Y	Standard functionality in the Benchmark System
148	Functionality to electronically push all case calendar settings and hearing updates to all relevant agencies, case attorneys and 3rd party providers. The system shall create automatic e-mail alerts to parties, or paper copies to parties without an email address, attorneys, clerks, case managers, court staff, whenever a calendar event is changed on a calendar.		Y	Standard functionality in the Benchmark System
149	Functionality allowing a user with the calendaring option to collapse or incorporate all daily hearing type calendars into one per section regardless of the type of hearing. For example, include the daily warrants calendar with one overall hearing calendar.		Y	Standard functionality in the Benchmark System
150	Functionality for all future hearings scheduled for a case to appear on the case calendar entry with the hearing type, date and time.		Y	Standard functionality in the Benchmark System
151	Functionality to have all of a defendant's/respondents/minors open cases and closed cases with active probation, definitively linked by a unique numerical identifier, display on court session calendars below the case set for the hearing.		Y	This is displayed on the party history tab of the case which can be accessed from the court calendar
152	Functionality to have all defendant's without numerical linking but high probability matching in name, race, sex and DOB with open cases or closed/active probation cases appear on calendar below the case set for a hearing (indented) (not being heard during the session). Feature shall include the ability to selectively remove cases that are not related, at the user's discretion.		Y	This information is shown on the party search tab
153	Functionality to automatically group all defendant's cases on a session's hearing calendar.		Y	Standard functionality in the Benchmark System
154	Functionality to have all co-defendants case(s) and the associated police case number appear on a calendar below the case set for a hearing (indented).		Y	Standard functionality in the Benchmark System
155	Functionality to include a case continuance log for each case on calendar.		Y	Standard functionality in the Benchmark System
156	Functionality to support the generation of daily court calendars by type of case (dependency, human trafficking, drug court, UCC, etc.), arrest warrant (probation warrant, alias capias, bench warrant, pick up orders, etc.) grouped by section/judge.		Y	Standard functionality in the Benchmark System
157	Calendaring functionality to generate an associated summarized Table Of Contents Index of all cases set for each hearing calendar across all divisions.		Y	Standard functionality in the Benchmark System
158	Functionality that indicates in court session calendars any outstanding warrants/pick up orders and active probations for the case's defendant/respondent.		Y	Standard functionality in the Benchmark System
159	Functionality that provides for the establishment via configuration settings for automatic scheduling of cases for a next hearing when permissible. Feature shall incorporate type of		Y	Standard functionality in the Benchmark System

	case and type of subsequent hearing in setting the case. For example, automatic scheduling of an arraignment hearing 21 days after bond hearing or minor's removal date.		
160	Functionality to define and maintain business rules within the automated case scheduling function. Feature shall incorporate use of a "business rules engine" within case setting. Rules may include session volume caps, session types and availability (date/time), holidays, case speedy dates, type of defense on the case, officer schedules, case status, violation type, case's division and section, judge's schedule, set after dates, minimum notification time required, defendant's custody status (i.e. jail division), etc.	Y	Standard functionality in the Benchmark System
161	Functionality that provides for the use of automated, systematic scheduling of open/pending cases without future hearing dates for subsequent hearings.	Y	Standard functionality in the Benchmark System
162	Functionality to systematically incorporate 3rd party (e.g. DCF supervising agency) pre-determined weekly appearances within calendar setting.	Y	Standard functionality in the Benchmark System
163	Functionality preventing a closed case from being systematically scheduled for arraignment	Y	Standard functionality in the Benchmark System
164	Functionality that allows for the maintenance of section/judge schedules by week, month and year.	Y	Standard functionality in the Benchmark System
165	Functionality providing for the administration of courtroom sessions tracking the session's date/time, volume caps, court room, session type, and assigned judge. The use of sub-sessions shall also be included to account for the sub-classification of, for example, "type of defense" (e.g. Public Defender) within a hearing session.	Y	Standard functionality in the Benchmark System
166	Calendar functionality that alerts the user when setting a case manually on calendar to prevent setting of cases when judge is unavailable.	Y	Standard functionality in the Benchmark System
167	Calendar functionality that alerts the user when setting a case manually on a session calendar for a session whose volume cap has been reached or whose date is unavailable.	Y	Standard functionality in the Benchmark System
168	Calendar functionality that prevents a user from inadvertently double booking a hearing for the same time slot that is not a mass docket or intentionally double booked. Feature shall also prevent booking a multiple case docket in excess of its capacity unless the user deliberately overrides the capacity.	Y	Standard functionality in the Benchmark System
169	Calendar functionality capable of displaying allocated time blocks to external users such as attorneys or parties as the judge may direct, and a means by which the external users can either request to book a hearing into an allocated time block, or automatically and directly book a hearing into an allocated time block, as the judge may direct.	Y	Standard functionality in the Benchmark System
170	Automatic case setting functionality that provides an "undo" feature that allows for modifications to court session parameters without removing cases tentatively scheduled for a session while awaiting the calendar to be finalized/committed.	Y	Court sessions can be modified without removing cases that are scheduled.

171	Robust case cancel/reset feature within the case scheduling module that allows for the mass or individually selected, clearing or cancelling of cases tentatively scheduled awaiting finalization. A reset will revise the case hearing to a new date/time/location. Cancellation will remove the hearing date/time/location.	Y	Standard functionality in the Benchmark System
172	Functionality providing the ability to cancel/reset all sessions for all judges on a specific date or cancel/reset all or specifically selected, sessions for a specific judge on a specific date. Reset cases function would re-schedule all or specifically selected cases on the initial session to the new session date/time/location.	Y	Standard functionality in the Benchmark System
173	Functionality to track the reason a case reset occurred. Reset reason should be tied to a pre-set defined code table/list of values feature.	Y	Standard functionality in the Benchmark System
174	Functionality that permits AOC judicial assistants or other authorized AOC users the ability to schedule cases for hearings (e.g. motions to be heard). Feature shall allow authorized user the ability to manage the courts calendar with minimal click count, including: set, re-set, continue, or cancel hearings or trials; and add a case to or remove a case from a docket	Y	Standard functionality in the Benchmark System
175	Functionality to set a case's next hearing date to an alternate section/judge without overlaying the case's primary section/judge assignment	Y	Standard functionality in the Benchmark System
176	Functionality that will systematically clear a case's next hearing date if certain case-related conditions take place. For example if a defense plea is submitted prior to an arraignment, the arraignment hearing date is cleared.	Y	Standard functionality in the Benchmark System
177	Functionality at a case level to track a set after date or the number of "reset future hearing days" (e.g. 90) that shall be utilized for administering a case's future hearing date. Each of these date parameters shall be incorporated within the business rules in automated case scheduling. Feature shall alert staff of the need to schedule a case on a division calendar.	Y	Standard functionality in the Benchmark System
178	Functionality that provides the flexibility of allowing users to selectively include application data fields with any system generated calendars such as assigned defense attorney, associated police case number and motion filed date on court calendars.	Y	Standard functionality in the Benchmark System
179	Functionality that lists the case's charges on a calendar including the charge's mandatory fine.	Y	Standard functionality in the Benchmark System
180	Functionality that administers and allows for multiple judges to hear cases within the same division. Feature shall be incorporated within the automatic case scheduling function.	Y	Standard functionality in the Benchmark System
181	Functionality to perform mass defendant/respondent/minor hearing resets by key indicators such as jail numbers/case numbers.	Y	Standard functionality in the Benchmark System

182	Calendaring functionality that places open consolidated/merged cases on any hearing calendar where the primary case appears.	Y	Standard functionality in the Benchmark System
183	Functionality that provides for the automatic assignment of a court room when a hearing is systematically scheduled. Courtroom designation shall be based on either the case's division/section or the type of hearing set	Y	Standard functionality in the Benchmark System
184	Functionality that allows for the manual override to the system defaulted courtroom for cases placed on a selected hearing calendar. Courtroom change must be reflected in all forthcoming notices for cases affected by the courtroom revision.	Y	Standard functionality in the Benchmark System
185	Functionality that shall systematically update first appearance/bond hearing calendars when a defendant is scheduled for a jail arraignment/bond hearing bonds out prior to attending the session (i.e. remove from the hearing calendar).	Y	Standard functionality in the Benchmark System
186	Functionality to easily access past and future section/judge calendars.	Y	Standard functionality in the Benchmark System
187	Functionality that allows for the manual setting of multiple cases at once for the same hearing date/time, hearing type, division, courtroom, etc.	Y	Standard functionality in the Benchmark System
188	Functionality to allow for the manual setting of multiple future hearings at a time for a case.	Y	Standard functionality in the Benchmark System
189	Function to automatically schedule cases for a specified type of hearing on a section calendar for pre-determined days out when a case transfer takes place.	Y	Standard functionality in the Benchmark System
190	Functionality that provides systematic cancellation of a future hearing date when a Motion for Continuance is granted.	Y	Standard functionality in the Benchmark System
191	Functionality to systematically export/send to the case's assigned attorney and associated legal staff and other 3 rd party participants' iCalendar calendar updates (e.g. assistant state attorney, assistant public defender, V/W counselors) once one of their cases is scheduled/canceled/re-scheduled for a hearing.	Y	Standard functionality in the Benchmark System
192	Functionality to export calendaring information in industry standard formats (e.g. iCalendar/ics and Outlook).	Y	Standard functionality in the Benchmark System
193	Functionality that identifies the prosecutorial entity (e.g. SAO, local Municipal Prosecutor, etc.) or Juvenile Dependency related agency provider on courtroom session calendars. Feature shall also provide the ability to generate courtroom session calendars by prosecutorial entity.	Y	Standard functionality in the Benchmark System
Judicial			
194	Functionality, at a case level, to maintain and access a history of all divisions and associated judges/magistrates assigned and withdrawn, including dates.	Y	Standard functionality in the Benchmark System
195	Functionality to track the courtroom reporter and associated firm at every hearing.	Y	Standard functionality in the Benchmark System

Miami-Dade County, FL

196	Functionality to administer the creation of a new court house facility with associated court rooms. Feature shall allow for the creation of new court houses/facilities and court rooms without requiring any development effort or vendor assistance.	Y	Standard functionality in the Benchmark System
197	Functionality to allow for the creation of temporary off-site court facility (e.g. park, museum) to conduct an official sanction court hearing without requiring any development effort or vendor assistance. Feature shall allow for the setting/scheduling of cases at the temporary off-site court facility for hearings.	Y	Standard functionality in the Benchmark System
198	Functionality to administer and maintain judicial sections across all circuit, juvenile, and county court divisions. Feature shall track the assigned judge, court room, division number/identifier, hearing dates/times, etc. for the section. Feature shall allow for the creation of new sections or closure of existing sections without requiring any development effort or vendor assistance.	Y	Standard functionality in the Benchmark System
199	Functionality to assign and maintain backup judges to judicial sections on a temporary basis. Feature shall allow the assigning of judges across judicial divisions (e.g. misdemeanor judges temporarily assigned to serve as felony circuit judges).	Y	Standard functionality in the Benchmark System
200	Functionality that provides for the entry and maintenance of respective judges including their default court room, level of seniority, active/inactive status, contact information, arraignment time selection, and assigned division and section(s).	Y	Standard functionality in the Benchmark System
201	Functionality allowing the ability to associate one or multiple judicial sections to a judge.	Y	Standard functionality in the Benchmark System
202	Functionality allowing the ability to revise a judge assigned to judicial section without revising the judicial section on open/closed cases assigned to that affected section.	Y	Standard functionality in the Benchmark System
203	Functionality providing the ability to perform a mass judicial section re-assignment for all open and/or closed cases assigned to the initial section. For example, criminal felony cases assigned to Felony Section 100 are now re-assigned to Section 101.	Y	Standard functionality in the Benchmark System
204	Functionality allowing for the temporary reassignment of criminal trial proceedings pending before a judge to another judge in the event the original judge is unavailable.	Y	Standard functionality in the Benchmark System
205	Functionality allowing for the administration of grand jury proceedings within the circuit including the assignment of a grand jury judge presiding over the grand jury.	Y	Standard functionality in the Benchmark System
206	Functionality incorporated within the scheduling of hearings feature to be able to request other court related resources (e.g. physical A/V equipment, use of Language Line, Skype, video), bailiffs, court reporter, interpreters, etc. Feature shall include the generation of their own hearing calendars (e.g. Interpreters) as needed.	Y	Standard functionality in the Benchmark System
207	Functionality, at a case level, that retains the actual judge that presided over each hearing held for the case, without overriding the primary and possible alternate judge assigned to the	Y	Standard functionality in the Benchmark System

Miami-Dade County, FL

	case. Feature is necessary under state OSCA UCR reporting guidelines and applies when a case is assigned to a judge, and the judge is unavailable (e.g. sick) with the day's session calendar being transferred to a new supporting judge.		
Attorney			
208	Functionality to assign and track multiple attorneys within a case for all relevant participants (minor, parent(s), defendant/respondent such as: SAO, PDO, Regional Counsel, and Private Court Appointed counsel, GAL, DCF. A history of all previously assigned attorneys to a case shall also be maintained. Attorney assignment shall include the attorney type and role (e.g. SAO intake attorney, SAO closing attorney, etc.) in the case.	Y	Standard functionality in the Benchmark System
209	Functionality to track the prosecutorial entity for a case (e.g. State Attorney's Office, a local City prosecutor for ordinance only violation cases, a Statewide Prosecutor, etc.)	Y	Standard functionality in the Benchmark System
210	Functionality that provides for the administration of attorneys and legal staff (e.g. legal secretaries, victim/witness counselors, paralegals, etc.) used in case assignment validation, dissemination of notifications mailed/electronically, etc.. Feature shall be available for both prosecution and defense and track the individual's contact information including name, contact phones, email (minimum of 3), address, bar code #, attorney type (Private Defense, Public Defender, Regional Counsel, State/Prosecution, DCF, GAL, etc.) and trial unit. Feature shall allow for the activation and inactivation of attorneys and administrative staff via the Florida Bar Legal system.	Y	Standard functionality in the Benchmark System
211	Functionality that tracks attorney assignments and discharges, including associated dates, within a case and its stages (e.g. arraignment, trial, post conviction, appeal, etc.).	Y	Standard functionality in the Benchmark System
212	Functionality that tracks within CCMS all State Attorney and Defense Discovery(s) filed for a case (i.e. original, amended), the type of discovery demanded (unilateral, reciprocal), attorney submitting discovery, action taken by the state, date demanded.	Y	Standard functionality in the Benchmark System
213	Functionality to generate subpoenas and summons for a case on demand. Feature shall allow for the option of electronic notification in lieu of physical mailing or personal delivery.	Y	Standard functionality in the Benchmark System
214	Functionality, for the COC, to track and maintain all instances, at a case level, when a Conflict of Interest is granted for an attorney (e.g. from a Public Defender to a Regional Counsel attorney).	Y	Standard functionality in the Benchmark System
215	Functionality providing the ability to administer active, authorized Private Court Appointed Counsel (PCAC) eligible for assignment by the court to cases where the PDO/RC withdraw.	Y	Standard functionality in the Benchmark System
216	Functionality providing a full-featured Conflict Attorney Wheel / PCAC Rotational Selection feature utilized for the court directed assignment of Private Court Appointed Counsel (PCAC) to cases. Feature maintain a sequential listing of eligible private attorneys, by qualified case	C	Can currently be accomplished with case lists. Customization needed for full-featured Attorney Wheel. This customization is included.

	type categories/sub-categories and division for assignment to provide legal services to an defendant/respondent		
217	Functionality for the automatic selection and assignment of a court appointed PCAC to a defendant in a court case from the Conflict Attorney Wheel / PCAC Rotational Selection feature. Feature when triggered by a user action, provides the next available attorney on the rotation, to serve as a court appointed attorney for the case based upon the attorney case type categories/sub-categories and judicial division and sets the status to "Pending" within the court appointed attorney rotational selection feature	C	Customization included for full-featured Attorney Wheel.
218	Functionality providing the ability to correct or unlink a PCAC from a case and retain their spot on the associated Conflict Attorney Wheel sequential listing.	C	Customization included for full-featured Attorney Wheel.
219	Functionality providing a Search feature within the Conflict Attorney Wheel to search attorney by their FL Bar #, First name or Last Name, division and/or category/sub-category.	C	Attorney can be searched with a case list or in the party search tab. Customization included for full-featured Attorney Wheel.
220	Functionality to capture basic information for authorized for PCAC including name, comments, FL Bar #, race, gender, contact information, email, cellphone number, address, authorized case type categories/sub-categories (Appeals, Jimmy Ryce, Felony 1 st Degree, etc.), eligibility status (Active/Inactive), eligible judicial divisions (e.g. Adult, Juvenile). Note an attorney may be eligible to serve in multiple divisions and authorized to provide legal services in multiple categories.	C	Customization included for full-featured Attorney Wheel.
221	Functionality to track Pending PCAC assignment status and their ensuing acceptance or rejection at a case level. Statuses include Pending, Accepted, Rejected, Withdrawn and Nullified within the Conflict Attorney Wheel / PCAC Rotational Selection feature.	C	Can currently be accomplished with case lists. Customization included for full-featured Attorney Wheel.
222	Functionality to manually assign a previously assigned PCAC to another open case for the same defendant/respondent thereby bypassing wheel assignment for another.	C	Customization included for full-featured Attorney Wheel.
223	Functionality to allow authorized users to manually move up an attorney within a category's attorney selection wheel list	C	Customization included for full-featured Attorney Wheel
224	Functionality providing a web-based feature permitting attorneys the ability to browse the associated wheels and their spot.	C	Customization to provide a mechanism for COC portal to pull this information from Benchmark to display.
225	Functionality providing a history of all PCAC assignments across all of a defendant/respondent's cases	C	Customization included for full-featured Attorney Wheel.
226	Functionality providing a history of all cases assigned, rejected, and accepted for a given attorney or professional expert witness.	C	Party case history can be viewed on a case or in case search. Customization included for Attorney and Expert Witness Wheels

227	Functionality to administer case type categories and sub-categories for which attorneys are qualified and eligible to represent defendants/respondents within the Conflict Attorney Wheel / PCAC Rotational Selection feature. ▪ Categories: Criminal, Juvenile Delinquency, Dependency, Appeals, Death, etc. ▪ Sub-categories: 1st degree felony, 2nd degree felony, 3rd degree felony, Grand Jury, Direct File, 1st degree Life Felony, misdemeanor, criminal traffic, Capital Sex Battery, etc. Note an attorney may be authorized to provide legal services in multiple legal categories.	C	Customization included for full-featured Attorney Wheel
228	Functionality permitting the designation of PCAC by judicial divisions (e.g. Adult Felony, Delinquency, Dependency etc.) within the Conflict Attorney Wheel / PCAC Rotational Selection feature. Note an attorney may be eligible to serve in multiple divisions.	C	Customization included for full-featured Attorney Wheel
229	Functionality within the Conflict Attorney Wheel / PCAC Rotational Selection feature that tracks the assignment status and is initially set to "Pending" until accepted or declined by the Judge or the attorney. Declining would place the attorney at the bottom of the specific category list	C	Customization included for full-featured Attorney Wheel
230	Function to automatically generate and disseminate a Notice/Memo of Assignment and related document image via electronic means, when a case is assigned to RC3/PCAC either via the Conflict Attorney Wheel / PCAC Rotational Selection feature or manually set	C	Customization included for full-featured Attorney Wheel.
231	Functionality providing the ability to administer active, authorized professional experts for court appointed witnesses. Feature shall maintain a sequential listing of eligible professional experts (i.e. Expert Wheel/ professional expert/witness rotational selection feature), by qualified case type category, language, and judicial division for assignment to provide expert professional services for a defendant as deemed necessary by the court.	C	Can currently be accomplished with case lists. Customization included for full-featured Expert Wheel
232	Functionality for the systematic selection and assignment of a court appointed expert/professional witness to a court case from the court appointed expert/witness rotational selection feature/Expert Wheel module. Feature when triggered by a user action, provides the next available professional on the rotation, to serve as a court appointed expert/witness for the case based upon the expert/witness' classifications/category, language, and judicial division and sets the status to "Pending" within the court appointed expert/witness rotational selection feature.	C	Can currently be accomplished with case lists. Customization included for full-featured Expert Wheel
233	Functionality providing a Search feature within the court appointed expert/witness rotational selection feature to search expert/witnesses by their Provider-ID, Firstname or Last Name.	C	Expert parties can be searched with a case list or with the parties search tab. Customization included for full-featured Expert Witness Wheel.
234	Functionality to capture basic information for authorized for court appointed professional experts/witnesses including name, comments, contact information, email, cellphone number,	C	Customization included for full-featured Expert Witness Wheel.

	address, expert categories/classification, eligibility status (Active/Inactive), languages, judicial divisions. Note a professional expert may be eligible to serve in multiple divisions and authorized to provide service in multiple classifications and languages.		
235	Functionality providing a Search feature within the court appointed expert witness rotational selection feature to search expert witnesses by their Provider-ID, Firstname or Last Name.	C	Expert parties can be searched with a case list or with the parties search tab. Customization included for full-featured Expert Witness Wheel.
236	Functionality permitting the designation of expert witness categories/classifications within the court appointed witness rotational selection feature (e.g. neuropsychological, intellectual, competency, disability/autism, etc.). Note a professional expert may be authorized to provide service in multiple classifications and languages.	C	Customization included for full-featured Expert Witness Wheel.
237	Functionality permitting the designation of expert witnesses by judicial divisions (e.g. Adult Felony, Juvenile Delinquency, etc.) within the court appointed expert witness rotational selection feature. Note a professional expert may be eligible to serve in multiple divisions.	C	Customization included for full-featured Expert Witness Wheel.
238	Functionality permitting the designation of languages for expert witness within the court appointed witness rotational selection feature (e.g. Spanish, Creole, etc.). Note a professional expert may be authorized to provide service in multiple classifications and languages.	C	Customization included for full-featured Expert Witness Wheel.
239	Functionality within the court appointed expert witness rotational selection feature that tracks the assignment status and is initially set to "Pending" until accepted or rejected by the Judge or the expert.	C	Customization included for full-featured Expert Wheel
240	Functionality providing the ability to correct or unlink a court appointed expert witness from a case and retain their spot on the associated court appointed expert witness rotational selection feature.	C	Customization included for full-featured Expert Wheel
241	Functionality to track "Pending assignments" within the court appointed expert witness rotational selection feature.	C	Customization included for full-featured Expert Wheel
242	Functionality to systematically produce and disseminate the Notification of the Expert Witness document/order once assigned from the expert witness rotational selection feature/Expert Wheel module.	C	Functionality to systematically produce and disseminate notifications included. Customization included for full-featured Expert Wheel module.
243	Functionality providing comprehensive and robust schedule management functionality for prosecution and defense attorney staff. The scheduling of attorney activities (subpoenas, interviews, court hearings, case preparation, etc.) requires extensive coordination with other offices and schedules, such as the State Attorney, the court schedule, attorney schedule, police officer schedule, external parties (witness, family, client), court reporters, interpreters, etc. Any scheduling functionality must accommodate the capture and tracking of such	C	Customization required for auto scheduling functionality.

	variables, ensuring any scheduled person, such as an ASA, APD, Police Officer, is not double-booked on previously scheduled court-related activities across different cases.			
244	Functionality to systematically generate and disseminate a standard case disposition memo identifying the final case closure details, to the case's law enforcement officers when a case is disposed. Dissemination may be via electronic means.	Y		Standard functionality in the Benchmark System
Docketing				
245	Functionality providing a flexible, simple to use method for creating, viewing, and printing a case's docket history. Docket history must include the identification of the individual creating the docket, as well as, the date/time of when the docket was created.	Y		Standard functionality in the Benchmark System
246	Feature to easily navigate and sort through a case's dockets by utilizing transaction dates, key word or partial word/text query, docket sequence numbers, docket types, document type, etc. Ability to navigate to specific page within the docket history is desirable	Y		Standard functionality in the Benchmark System
247	Functionality providing a key word or partial word/wildcard search feature within a case's progress docket.	Y		Standard functionality in the Benchmark System
248	Functionality to automatically docket under the case when the defendant's numerical, personal identifiers, or contact information is revised.	Y		Standard functionality in the Benchmark System
249	Functionality that supports the simultaneous batch scanning and docketing of documents within the same case or across cases.	Y		Standard functionality in the Benchmark System
250	Functionality to set automatic docketing based on configurable key events including but not limited to: ▪ Updating of certain case types, ▪ Case creations ▪ Case soft deletes ▪ Motions and rulings, ▪ Case and charge dispositions, ▪ Case closures and related sentencing events (e.g. tracking Credit time served) ▪ Case transfers (bind ups/bind downs), consolidations and groupings. ▪ Case transfers involving associated traffic citation charges (e.g. 725 docket) ▪ Summons issued, ▪ Attorney assignments and discharges ▪ Financial transactions (e.g. refunds, payments, payment plans, overage transfers, etc.). • Payments received via iNovah or CFS including receipt#	Y		Standard functionality in the Benchmark System

	▪ Collection agency transactions (e.g. assignments, payments). ▪ Return of Service. ▪ Official recording of documents including book and page. ▪ Scheduling of future hearings, including resets and cancellations. ▪ Issuance of court notices and praecipes ▪ Bond related updates (e.g. issuance, discharge, forfeiture, vacate, etc.). ▪ Defendant release updates (e.g. release conditions, PTS, HA, terminations, etc.). ▪ Warrants events (e.g. issuance, quash, etc.) ▪ Defense pleas. ▪ Sealing/Expunging events. ▪ Appellate related events. ▪ Other case related updates. ▪ External case updates. ▪ Case Assessments ▪ Issuance of Restitution payments ▪ Transactions involving insufficient fund checks (NSFs), credit card chargebacks and related fees for NSF's and chargebacks. ▪ Financial assessments (Issuance & Update of Memorandum of Costs) broken down by fee assessed, waived, and total balance ▪ TCATS related Citation deletion		
251	Functionality that provides the ability to alter a previously captured docket within a case. Feature shall be restricted to authorized users.	Y	Standard functionality in the Benchmark System
252	Functionality for an authorized user to view a case's complete docket history including deleted and revised dockets including the before and after image.	Y	Standard functionality in the Benchmark System
253	Functionality to ensure compliance with the Florida Supreme Court Standards for Electronic Access to the Courts version 18.0 or later regarding the use of unique docket sequence numbers within a court case, to include the following: ▪ Assignment and storage of a sequence number for each docket entry that contains a document within a case. The sequence number shall be unique only within each case. ▪ Docket sequence numbers shall be displayed on each document/docket ▪ Each assigned document/docket sequence number would need to remain static for each case once assigned. If documents/dockets are inserted, then the sequence numbers would not necessarily align with the dates for the documents/docket. As long as they are unique within each case this would be allowed.	Y	Standard functionality in the Benchmark System

254	Functionality to facilitate docket entry by systematically providing a drop down list of coded dockets based upon the entry of a partial docket description.	Y	Standard functionality in the Benchmark System
255	Functionality that provides an authorized system user with the ability to administer the creation and maintenance of docket codes and values and any automated docketing configuration associated with the event. Functionality shall allow the administrator to configure a system generated docket message.	Y	Standard functionality in the Benchmark System
256	Docket administration to include the ability to designate docket types that may not be revised or altered once captured for a case (e.g. systematic financial dockets). Feature shall include the use of activation/deactivation date for a docket	Y	Standard functionality in the Benchmark System
257	Functionality to apply the juvenile access rules across the application where only users with "juvenile" case access can initiate a docketing transaction on a juvenile case.	Y	Standard functionality in the Benchmark System
258	Function that provides a multiple docket entry screen to facilitate the entry of numerous dockets at one time for a case or for multiple cases.	Y	Standard functionality in the Benchmark System
259	Functionality to facilitate docketing for multiple cases by entering one docket code and activity date applied for all cases.	Y	Standard functionality in the Benchmark System
260	Functionality allowing for the soft deletion of a docket within a case. Deletion would be a "soft" delete thereby permitting an authorized user the ability to view any soft docket deletions for a case.	Y	Docket entries can be hidden and sealed. Only authorized users have the ability to view these docket entries. Docket entries can also be set as a negative docket ID # to complete a "soft delete"
261	Functionality within the system to allow specific dockets, motions, etc. to be designated for specific division (e.g. felony, delinquency, dependency, misdemeanor or DV)	Y	Standard functionality in the Benchmark System
262	Functionality to provide Free form docketing without an associated docket code. Function shall be limited by a security role. Spell check feature shall also be provided.	Y	Standard functionality in the Benchmark System
263	Functionality with simple, user friendly access to view the associated document image from the docket entry shall be provided. Each electronically filed document listed on the progress docket shall have a link or button that immediately opens the document.	Y	Standard functionality in the Benchmark System
264	Functionality within the case's progress docket listing the documents filed in the case in such a way as to readily distinguish, via icons or color-coding, electronically filed documents from those which have been filed in paper form and not converted.	Y	Standard functionality in the Benchmark System
265	Functionality within the case's docket listing to easily distinguish Orders from motions and from other filings.	Y	Standard functionality in the Benchmark System
266	Functionality to automatically docket under the case, any system generated document, notice, summons, subpoena for the case (e.g. notice of hearing) thereby providing a record of when the form was generated as the result of a case event	Y	Standard functionality in the Benchmark System

267	Functionality to automatically docket within a case when a hearing is scheduled or cancelled.	Y	Standard functionality in the Benchmark System
268	Functionality to attach documents to dockets/case events to automatically initiate the Recordation process in NewVision.	Y	Functionality included with New Vision interface. See Project Plan for estimated interface development timelines.
269	Functionality to manually trigger the official Recordation process in NewVision for dockets/case events, beyond those docket events that automatically trigger recording.	Y	Functionality included with New Vision interface. See Project Plan for estimated interface development timelines.
270	Functionality providing the ability for documents to be electronically sent to the County Recorder's (NewVision) for Recordation. The actual recordation of would be performed by the County Recorder's application, NewVision.	Y	Functionality included with New Vision interface. See Project Plan for estimated interface development timelines.
271	Functionality whereby pre-defined documents and dockets are attached to specific case or judgment events that are automatically sent for Recording to the County Recorder's application, NewVision.	Y	Functionality included with New Vision interface. See Project Plan for estimated interface development timelines.
272	Functionality to facilitate the official Recordation process providing the ability to call a NewVision web service and retrieve the Recorded Information such as: Clerk's File (Instrument #), Book (Volume) & Page references. The retrieved information would then be automatically updated in the corresponding case's docket/event fields.	Y	Functionality included with New Vision interface. See Project Plan for estimated interface development timelines.
273	Functionality within the official Recordation process that monitors Recordation exceptions and provides a mechanism to notify users of the exception and systematically resubmit exceptions meeting certain criteria.	Y	Functionality included with New Vision interface. See Project Plan for estimated interface development timelines.
274	Functionality to directly view an officially recorded documents stored in NewVision within the case management system.	Y	Functionality included with New Vision interface. See Project Plan for estimated interface development timelines.
275	Functionality providing constraint based editing at a docket level requiring the entry or inclusion of associated information for a docket if necessary. For example, entry of a Bond/Power number for certain bond related dockets, or a comment or description detailing the docket	Y	Standard functionality in the Benchmark System
276	Functionality to capture a dollar amount associated to a case docket	Y	Standard functionality in the Benchmark System
277	Automatic docketing at the court case level of every restitution payment made by the defendant and all restitution payments issued to victims.	Y	Standard functionality in the Benchmark System
278	Functionality providing for the ability to capture associated traffic citation numbers within case dockets.	Y	Standard functionality in the Benchmark System
279	Functionality to capture a check number associated to a docket as in the case of issuing a check refund or issuing a victim restitution payment via an SBT issued check.	Y	Standard functionality in the Benchmark System
280	Functionality to systematically docket the assessments, assessment updates as well as any amounts paid or refunded within a case received via CFS/Novah/SBT.	Y	Standard functionality in the Benchmark System

	Functionality to designate the bypassing of docketing for certain fee collections.	Y	Standard functionality in the Benchmark System
E-Filing			
281	Functional automated realtime data transfer with the Florida E-Filing Portal queues that provides authorized staff with the ability to accept or decline e-filed pleadings.	Y	Standard functionality in the Benchmark System
282	Functionality to support the receipt or rejection (pending status), processing and approval of documents received via the Florida E-Filing Portal. Function must support automatic docketing within case management and the systematic filing of documents within the electronic case file maintained in the DMS. Feature shall include any necessary messaging with Portal upon acceptance or rejection of a document.	Y	Standard functionality in the Benchmark System
283	Functionality to systematically facilitate case creation based on criminal filings received via eFiling to expedite case creation and eliminate redundant data entry.	Y	Standard functionality in the Benchmark System
284	Functionality providing for the systematic assessment of designated fees upon the creation of certain dockets at a case level (e.g. 784, 785).	Y	Standard functionality in the Benchmark System
285	Functionality supporting the State of Florida E-Service component provided through the E-Filing portal whereby a document stored within a case's ECF can be disseminated to relevant case parties as noted on the case's E-Service list.	Y	Standard functionality in the Benchmark System
286	Functionality to support the automated classification of documents, extraction of relevant data found in unstructured court documents into structured data, using artificial intelligence/software bots, followed by systematic docketing and data entry into the court case management system. Feature would be incorporated within the receipt of pleadings/documents submitted via the FCCC E-Filing portal.	Y	Standard functionality in the Benchmark System
Misdemeanor/DV Misdemeanor			
287	Functionality to fully support criminal case processing at off-site, branch court operations. Note: Depending on the circumstances of a case, misdemeanor cases may be heard, tried, and closed at the branch courthouses.	Y	Standard functionality in the Benchmark System
288	Functionality to distinguish cases generated from Promise To Appear (PTA) arrests where a physical booking into a correctional facility was not conducted.	Y	Standard functionality in the Benchmark System
289	Functionality that easily distinguishes cases assigned to branch/district divisions as opposed to cases assigned to central/main division. Distinction shall not be made via case number formatting differentiation, as branch and central division cases should employ uniform case number layout.	Y	Standard functionality in the Benchmark System
290	Functionality that identifies traffic related misdemeanor statutes from criminal misdemeanor related statutes.	Y	Standard functionality in the Benchmark System
291			

292	Functionality that prevents the creation of misdemeanor criminal cases when all charges for the case are traffic-related misdemeanor charges.	Y	Standard functionality in the Benchmark System
TCATS			
293	Functionality to capture a traffic citation number associated to a charge at a case level (TCATS).	Y	Standard functionality in the Benchmark System
294	Functionality to alert a user and prevent TCATS transmission of a case when traffic related charges are not associated to a traffic citation.	Y	Standard functionality in the Benchmark System
295	Functionality providing validation edit rules to ensure compliance with state mandated TCATS related case reporting. Feature shall deliver business rules to accurately capture traffic related charges/citations, disposition, traffic related warrants, sentences, fatalities, injuries, alcohol related, DL revocation for traffic offenses associated with a criminal case as required by FCCC TCATS.	Y	Standard functionality in the Benchmark System
296	Functionality, at a case level, to ensure the accurate reporting of citations to DHSMV on case re-filing actions. Note: upon a citation being removed from a case on a re-file, a delete transaction should be sent to DHSMV via the standard TCATS reporting process.	Y	Standard functionality in the Benchmark System
297	Functionality to maintain defendant DL information at a case level, to facilitate compliance with FCCC TCATS and Failure to Pay reporting.	Y	Standard functionality in the Benchmark System
298	Functionality to track traffic related rehabilitation assignment (rehabilitation program, community service), and the associated outcome (e.g. Successful completion, failure to comply) at a charge/offense/citation within a case.	Y	Standard functionality in the Benchmark System
299	Functionality providing for the systematic submission of State of Florida D6 DL suspension notifications and clearances to DHSMV for defendants based on the outcome of TCATS related offenses/charges.	Y	Standard functionality in the Benchmark System
300	Functionality to systematically bypass TCATS submission of case, if a TCATS related case is consolidated or transferred unless the case has a certain disposition (e.g. Nolle Prose, No Action, Dismissal).	Y	Standard functionality in the Benchmark System
301	Functionality allowing for the entry of sentencing and DL revocation under a withhold of adjudication or similar dispositions, for TCATS related charges. Cases under this scenario would be submitted for TCATS reporting.	Y	Standard functionality in the Benchmark System
302	Functionality to manually override a case slated for TCATS submission reporting to DHSMV.	Y	Standard functionality in the Benchmark System
303	Functionality providing a TCATS error log of TCATS cases with submission errors. Log shall be printable if desired.	Y	Standard functionality in the Benchmark System

304	Functionality providing a systematic method to facilitate the post submission error processing of cases using TCATS error log files. Feature may involve online function and associated error log reporting.	Y	Standard functionality in the Benchmark System
305	Functionality to identify a statute as a TCATS related offense with an associated TCATS state violation code and whether the statute requires an accompanying traffic citation.	Y	Standard functionality in the Benchmark System
Civil Infractions			
306	Functionality that provides end to end administration over the life cycle of a civil infraction case from inception/creation through case closure and charge disposition. Feature shall administer civil infraction related cases in a separate area segregated from criminal cases.	Y	Standard functionality in the Benchmark System
307	Functionality supporting the systematic case creation of civil infraction related cases from citations captured electronically by law enforcement agencies. For example, electronic receipt of the civil infraction captured within and received from the MDPD RMS application or AFM system. CCMS must retain an image of the case's charging document within its ECF. Feature must incorporate a systematic response indicating acceptance or rejection of the civil infraction.	Y	Standard functionality in the Benchmark System
308	Functionality to distinctly classify cases as non-criminal civil infractions. These cases would be bypassed and excluded from any criminal history look-ups. Cases should have the ability to be upgraded to criminal cases should the case necessitate escalation.	Y	Standard functionality in the Benchmark System
309	Functionality to systematically reconcile and apply payments received for civil infractions either prior to or after the creation of the civil infraction case.	Y	Standard functionality in the Benchmark System
310	Functionality to provide an exception mechanism to manually apply/reconcile civil infraction related payments to open civil infraction cases. If paid in full, the associated case status shall be systematically closed.	Y	Standard functionality in the Benchmark System
311	Functionality to automatically close a civil infraction case once full payment has been applied.	Y	Standard functionality in the Benchmark System
312	Function to automatically generate and docket non-payment letters for overdue payable citations/civil infractions. Feature shall allow for user defined/customizable letters by citations/statute including generation interval. Dissemination may be available via mail or electronic means.	Y	Standard functionality in the Benchmark System
313	Functionality that provides for the on-demand ability to search and generate a history of a subject's civil infractions. Search feature shall be based on numerical identifiers (e.g. driver's license) or personal identifiers (e.g. name, race, sex, date of birth, etc.). Results shall be available in electronic or physical means.	Y	Standard functionality in the Benchmark System
Juvenile Delinquency			

314	Functionality to create and easily access a comprehensive list of a minor's delinquency, dependency and adult felony/misdemeanor open and closed cases.	Y	Standard functionality in the Benchmark System
315	Functionality to easily distinguish at a case level, delinquency, juveniles charged as adults (i.e. direct files) and dependency cases.	Y	Standard functionality in the Benchmark System
316	Functionality to automatically calculate and schedule a booked respondent's first appearance (sounding or detention) based on the youth's custody status as derived by the DRAI and arrest date/time, as received from the juvenile booking system.	Y	Included in interface with booking system
317	Functionality that incorporates the minor's custody status in auto setting business rules when determining the case's next hearing date. For example, setting of the case's first filing for a dependency shelter hearing within 24 hours of the petition's filing.	Y	Standard functionality in the Benchmark System
318	Functionality to distinguish types of juvenile delinquency cases (e.g. generated from a civil citation bounce out and/or referral arrests, A-Form, Rule to Show, etc.).	Y	Standard functionality in the Benchmark System
319	Functionality to alert appropriate staff of respondents approaching DOB (i.e. 19) whereby birth date designates adult status for delinquency case.	Y	Standard functionality in the Benchmark System
320	Functionality for M-DCPS to electronically submit Student Summary information (attendance, grades demographics) to CCMS for juvenile delinquency cases.	Y	Standard functionality in the Benchmark System
321	Functionality for authorized M-DCPS staff to update CCMS with the minor's student ID associating the minor to the school they attend	Y	Standard functionality in the Benchmark System
322	Functionality to facilitate the processing of student information requests, for defendants 18 years or older, submitted by COC staff to M-DCPS.	Y	Standard functionality in the Benchmark System
Juvenile Dependency			
323	Functionality that provides end to end administration over the life-cycle of a juvenile dependency case from inception/creation through case closure. Feature shall provide for the capture and management of all relevant case and participant information including but not limited to: ▪ Case types (Dependency, DV, Marchman Act, Termination of Pregnancy, Ex Parte, Private Petition, UFC, etc.) ▪ Case status ▪ History of a case's hearings ▪ Dispositions for allegations ▪ Case plan assignment & results ▪ Petition filings & Dates ▪ Pleas & Adjudications ▪ Minor's placement	Y	Standard functionality in the Benchmark System

	- Case closure results - Parent dispositions - Case creation - Case transfers, and grouping of companion cases - Case Re-files (Refiled Petitions)			
324	Functionality at a case level to easily identify all Dependency related case types including but not limited to: TPR, Marchman Act, Termination of Pregnancy, Private Petition, UCC, Ex Parte, human trafficking, etc.	Y		Standard functionality in the Benchmark System
325	Functionality to support manual case creation for dependency cases based upon filed petitions, straight files, change of jurisdiction, etc. Functionality on case creation shall allow for the manual entry/assignment of the desired case number. Edit should prevent the entry of a duplicate case number.	Y		Standard functionality in the Benchmark System
326	Functionality to capture dependency cases under the minor's name as identified on a petition. Feature shall permit use of the same case number for any future petitions filed under the same minor.	Y		Standard functionality in the Benchmark System
327	Functionality to identify and allow a dependency case to proceed past the minor's 18 th birth date. (such as extending juvenile petition until minor is 22 years old)	Y		Standard functionality in the Benchmark System
328	Functionality to capture petitioner information when other than DCF (name, address, role).	Y		Standard functionality in the Benchmark System
329	Functionality to capture and administer all parents/custodians (Father, Mother, Custodian, etc.) related information at a case level. Data may be received from the other systems. Information shall include but is not limited to: - Numerical identifiers (e.g. SSN, FSFN #, DL, SID, JUIS#, County ID #, etc.) - Personal identifiers (e.g. Name including special characters, race, sex, alias, DOB) - Associated physical characteristics (e.g. hair color, eye color, height, weight, ethnicity, Scars/Marks/Tattoos, etc.) - Contact info (Address, telephones, email)	Y		Standard functionality in the Benchmark System
330	Functionality to allow for the linking of the mother and father for a minor(s) on a dependency case. Feature shall provide easy navigation and identification of all sibling dependency cases linked to a given parent - mother and/or father. Feature should include associated TPR cases.	Y		Standard functionality in the Benchmark System
331	Functionality for the ability to systematically create a unique ID for a family.	Y		Standard functionality in the Benchmark System
332	Functionality to associate related dependency cases involving the same minor. For example: linking of a primary Dependency case with an associated Termination of Parental Rights (TPR) case or a Marchman Act Case (SB) for the same minor. Feature shall facilitate navigation and access to cases from the online calendar.	Y		Standard functionality in the Benchmark System

333	Functionality to capture and maintain multiple parents/custodians (such as paternal grandmother, foster parents, etc.) their addresses, telephone numbers and email address within a case.	Y	Standard functionality in the Benchmark System
334	Functionality to capture and identify legal custodians in lieu of parents for a minor.	Y	Standard functionality in the Benchmark System
335	Functionality to designate when a minor has no legal father or mother.	Y	Standard functionality in the Benchmark System
336	Functionality to providing the ability to capture and track filing of multiple petitions on a case per minor including the filing and closure dates. Feature shall at a case level, maintain a comprehensive history of each dependency petition and its associated information including filing dates, closure dates, custody status, (e.g. Shelter/Foster Care/Custody of Relative/etc.), allegations and their respective dispositions (e.g. Contested/Uncontested) for the petition, parent pleas & dispositions, attorneys, custody status, agency etc.	Y	Standard functionality in the Benchmark System
337	Functionality to systematically set a case's Filing Date based on multiple criteria including but not limited to: - DCF shelter petition, filing petition for straight files - Filing of other dependency related petitions - Allow manual entry of a case filing date.	Y	Standard functionality in the Benchmark System
338	Functionality to enter more than one statute/allegation on a dependency case and associated petition, and retain history of all allegations and their disposition associated to a petition, e.g. DV Injunction and dependency charge. Note: allegations may only be made against one parent or both.	Y	Standard functionality in the Benchmark System
339	Functionality to individually capture and track the mother's and father's plea under a petition's allegations.	Y	Standard functionality in the Benchmark System
340	Functionality allowing for the revision of a minor's/respondent's name on a dependency case by authorized COC staff. Feature comes into play particularly, once Dependency cases no longer fall under the purview of the Criminal Justice System.	Y	Standard functionality in the Benchmark System
341	Functionality at a case level to track any child support payments/costs instituted as part of a case's disposition. Feature shall also maintain a record of any payments made by the respondent applied against these costs.	Y	Standard functionality in the Benchmark System
342	Functionality to track and administer the mother's attorney, father's attorney, supervising agency, GAL appointment and GAL attorney, child's custody status, custody date, for each petition within a dependency case.	Y	Standard functionality in the Benchmark System
343	Functionality to track all locations the minor has resided throughout the case including placement start & end dates, shelter locations, providers.	Y	Locations can be entered and tracked manually on the case.
344	Functionality to track & administer within a case plan each party's compliance/non-compliance with their respective goals as outlined in the dependency case plan or compliance at an overall case level. Case plan(S) have goals for each parent, minor and the	Y	Standard functionality in the Benchmark System

	agency and they track compliance for each participant for each goal. Note there may be multiple case plans submitted throughout the life cycle of the case.		
345	Functionality that tracks at a case level if a minor is placed in foster care or extended foster care (EFC). Feature shall capture if respondent opts out of EFC. Administration should capture the location and contact information of the foster care or other provider.	Y	Standard functionality in the Benchmark System
346	Functionality to capture and administer foster care providers which may then be assigned as the foster home for a minor placed under foster care supervision as maintained in DCF's FSFN system.	Y	Standard functionality in the Benchmark System
347	Functionality to track if a foster care case is referred to the Citizen Review Panel.	Y	Standard functionality in the Benchmark System
348	Functionality shall distinguish between a new case filing and a re-opening/refiling of a case to fulfill SRS reporting requirements. Feature would prevent having to overlay prior petition case/respondent information and maintain a history of all petitions and their outcomes for the minor.	Y	Standard functionality in the Benchmark System
349	Functionality capture and track if the court retains jurisdiction on a dependency case after closure or where the jurisdiction resides.	Y	Standard functionality in the Benchmark System
350	Functionality providing access and subsequent inquiry results if minor on the case is a missing person/runaway as maintained within the Wanted Message module administered by law enforcement.	Y	Standard functionality in the Benchmark System
351	Functionality to track and administer compliance with Chapter 39 mandated juvenile dependency case mandated statutory time frames and dates including the tracking of a child's removal date.	Y	Standard functionality in the Benchmark System
352	Functionality to provide for a systematic alert/report notifying staff when cases are in danger of failing statutory compliance based on a pre-determined threshold.	Y	Standard functionality in the Benchmark System
353	Functionality to identify and assign Human Trafficking cases to a specific division.	Y	Standard functionality in the Benchmark System
354	Functionality to replicate minor & parent/custodian information to facilitate sibling case creation.	Y	Standard functionality in the Benchmark System
355	Functionality facilitating the creation of a TPR case from the original dependency case by pre-populating relevant information and reducing redundant data entry.	Y	Standard functionality in the Benchmark System
356	Functionality to enter "confidential" in the address field for a dependency case in order to protect the child's privacy/identity.	Y	Standard functionality in the Benchmark System
357	Functionality to capture & track information regarding the minor's treatment center for substance abuse (e.g. name of institution, location, duration of treatment, etc.)	Y	Standard functionality in the Benchmark System
358	Functionality to only capture the petitioner's pseudo name instead of the whole name to protect their identity (e.g. Termination of Pregnancy, etc.) for certain dependency case types.	Y	Standard functionality in the Benchmark System
359	Functionality to track and administer Publication of Termination of Parental Rights cases including the submission and media publication dates. Official publication of rights cases in local media/newspaper factors in the setting of cases on calendar.	Y	Standard functionality in the Benchmark System

360	Functionality that provides an alert to the COC that proof of publication of TPR has not been/has been submitted.	Y	Standard functionality in the Benchmark System
361	Functionality allowing for tracking of case outcomes (multiple outcomes in some instances) across all types of dependency cases. Feature shall provide the ability to capture and maintain hearing related details including, dispositions & associated dates, pleas taken per parent/custodian, adjudications, attorney appointments, case plans issuance and their results, future Hearing types and dates, etc.	Y	Standard functionality in the Benchmark System
362	Functionality that facilitates case closures including Termination of Supervision (TOS). Feature shall simplify the closing of the case, entry of allegation/ dispositions and provide associated automated docketing.	Y	Standard functionality in the Benchmark System
363	Functionality to provide cohesive section calendaring of UCC cases whereby scheduling of hearings is carried over and reflected in all related/associated cases from other divisions (Delinquency, Dependency, DV, Family).	Y	Standard functionality in the Benchmark System
364	Functionality that enables administration and tracking of cases at an overall family level. Feature shall permit the ability to roll up and tally case counts associated to a family (Juv. Delinquency, Juv. Dependency, Civil, Civil DV & Family).	Y	Standard functionality in the Benchmark System
Diversion/Probation/Corrections/Detention			
365	Functionality to provide juvenile probation officers (JPO) on juvenile delinquency cases, the ability to track probation compliance information for juvenile delinquency cases and adult felony cases (involving a minor when juvenile probation sanctions are assigned).	Y	Standard functionality in the Benchmark System
366	Functionality to identify when a case is in the Interstate Compact Program for Juveniles and capture the placement location.	Y	Standard functionality in the Benchmark System
367	Functionality to track and manage at a case level a defendant's placement in a diversion-related/deferred prosecution program, type of diversion program, program provider, start and end date of the program, as well as, the defendant's current status in the program (e.g. accepted, revoked, violated probation, successfully terminated), and successful outcome.	Y	Standard functionality in the Benchmark System
368	Pre-trial diversion/intervention (PTI) functionality that provides case-based edits that ensure PTI program status must be correct before allowing a case to transfer. For example, status of 'R-Revoke' before case can be re-assigned back to original division. Feature shall manage program type (PTI) and status (A, S, N, R, etc.).	Y	Standard functionality in the Benchmark System
369	Diversion related administration that provides the capture of multiple start and termination dates as defendants/respondents may bounce out and be re-admitted.	Y	Standard functionality in the Benchmark System
370	Functionality that facilitates the re-assignment or return of a defendant from a judicial treatment division/diversion program back to the original division for a case.	Y	Standard functionality in the Benchmark System

371	Functionality that tracks the successful termination of defendants under diversion/deferred prosecution.	Y	Standard functionality in the Benchmark System
372	Function to clearly identify the house arrest/placement/home detention date as maintained in the County's JMS/State's JJS.	Y	Functionality included with JMS interface. See Project Plan for estimated interface development timelines.
373	Functionality to track the type of correctional facility assigned as part of the sentence issued a defendant.	Y	Standard functionality in the Benchmark System
374	Functionality to administer and track the assigned probation officer/case managers and other probation related data including "multiple" probation/CC start and end dates (start date should allow past dates), probation tolling/suspension and probation violation dates.	Y	Standard functionality in the Benchmark System
375	Functionality to capture and track community control (CC) sentencing terms separate from Probation terms by charge, as well as, prison release supervision called conditional release, within a case.	Y	Standard functionality in the Benchmark System
376	Functionality to systematically compute probation termination/community control dates based on the starting date and length in days declared by the judge.	Y	Standard functionality in the Benchmark System
377	Functionality to capture any special conditions as part of the case disposition related to diversion/deferred prosecution, probation or community service.	Y	Standard functionality in the Benchmark System
378	Functionality to convert and track fees/fines into community service hours as directed by a judge. Conversion of community service hours shall be tracked to ensure accurate Assessments and Collections reporting.	Y	Standard functionality in the Benchmark System
379	Functionality to electronically process diversion/release program acceptances, status reports, successful terminations, non-compliance, violation of probation (VOP), pre-disposition report (PDR) and revocations from program providers.	Y	Standard functionality in the Benchmark System
380	Function to systematically notify selected users/entities regarding a case's probation end date, when the defendant is released from jail and the case disposition reflects termination of probation at the time of jail sentence completion.	C	Customization included to systematically notify parties of the listed information.
381	Functionality to electronically receive, track and administer the submission of probation violation affidavits (PVA) and amended PVAs, by date filed within a case. Feature shall verify that there is an active probationary period prior to allowing the filing.	Y	Standard functionality in the Benchmark System
382	Functionality providing a mechanism for DJJ staff to request an "add-on" case to a judge's calendar.	Y	Standard functionality in the Benchmark System
383	Functionality to track the expiration limit (e.g. 21 days) of juvenile delinquents placed in home detention/secured detention. Feature will alert the judiciary/COC of the need for follow up.	Y	Standard functionality in the Benchmark System
Bond Processing			

Miami-Dade County, FL

384	Functionality that provides end to end administration over the life cycle of a bond from creation through discharge or revocation. Management of the bond will entail tracking of a bond's active status with associated dates including but not limited to: issuance, revocation, forfeiture, set aside/vacate, discharge, remission/refund, and surrender. Update of a bond and its data shall be restricted to authorized personnel.	Y	Standard functionality in the Benchmark System
385	Functionality that provides a means to capture and maintain track bond amounts, as well as, alternate release conditions (e.g. TAP, PTS) per charge within a case, (release conditions may have additional stipulations) such as the discharge of defendants released under their own recognizance (ROR). Feature shall have bond amounts totaled for all charges within the case.	Y	Standard functionality in the Benchmark System
386	Functionality to maintain a history of all bonds and release conditions issued within a case, that clearly indicates which are active and which are inactive.	Y	Standard functionality in the Benchmark System
387	Functionality to process, including the electronic preparation and acceptance, of surety or cash bond related arrangements and their associated details. Process shall distinguish between different types of cash related payments for cash bonds, child support payments, etc. Note: Cash payment acknowledgement may be received systematically from MDCR's Aramark system.	Y	Standard functionality in the Benchmark System
388	Functionality to incorporate and automate the bond creation/issuance within the defendant/jail release process as processed via the County's JMS. Feature shall incorporate the electronic capture/receipt of the bond related documentation (e.g. power of attorney).	Y	Standard functionality in the Benchmark System
389	Functionality to calculate a bond's estreature due date.	Y	Standard functionality in the Benchmark System
390	Functionality to produce hard copy receipts and retain similar electronic version of receipts for an electronic case file produced during the bond creation process. Note: feature shall be able to produce different types of receipts depending on the nature of the payment.	Y	Standard functionality in the Benchmark System
391	Functionality to facilitate creation and distinguish Out of County bonds (Bonded in Absentia). Out of County bonds refer to bonds posted by defendants wanted in Miami-Dade but arrested in jurisdictions outside Miami-Dade.	Y	Standard functionality in the Benchmark System
392	Functionality to support the issuance and administration of multiple bonds and associated bondsmen per charge within a case.	Y	Standard functionality in the Benchmark System
393	Functionality to facilitate electronic creation of a bond via the pre-population of defendant/case information thereby reducing data entry.	Y	Standard functionality in the Benchmark System
394	Functionality to provide the total bond amount for all charges using standard/alternate bond - amounts per charge prior to and after defendant's first appearance.	Y	Standard functionality in the Benchmark System

395	Functionality that incorporates the use of unique bondsman/release type codes to accurately distinguish the type of release. Verifiable type of release is required for reporting.	Y	Standard functionality in the Benchmark System
396	Functionality to ensure that active alternative release conditions such as, Pre-Trial Services (PTS) or House Arrest (HA) are discharged/revoked in the system when a defendant is issued the alternate bond.	Y	Standard functionality in the Benchmark System
397	Functionality to easily access/view the defendant's bonds and associated release conditions across all cases, including the ability to look at all associated bond related information, dockets, and any scanned images of hard paper bond documents.	Y	Standard functionality in the Benchmark System
398	Functionality to manage defendant's bondsman codes and release types (e.g. PTS release) with data transfer to the County JMS.	C	Customization to track individual bondsmen related to specific agencies. Also includes interface with JMS
399	Functionality that provides for the clear identification of Nebbia, or any form of authorized hold placed on a bond or defendant	Y	Standard functionality in the Benchmark System
400	Functionality to ensure integrity of the bond by providing basic bond status editing features. Bond specific edit functionality to include at a minimum the following allowable bond status transactions: ▪ Issued bonds can be revoked, forfeited/estreated, discharged, or surrendered. ▪ Estreated bonds can be vacated, discharged, or surrendered ▪ Vacated bonds can be discharged, or surrendered ▪ Surrendered bonds can be discharged.	Y	Standard functionality in the Benchmark System
401	Functionality to administer and manage the overall registration, re-registration, activation, and de-activation of bondsmen, bond agencies, and insurance companies. Feature shall capture all relevant entity contact information including official name, telephones, address, email address, main contact, etc. Function must support the creation of a unique entity comprised of a: ▪ Bondsman, ▪ Insurance agency that provides the bondsman's insurance, bond amount limits, and associated powers of attorney, ▪ Bond agency the bondsman is allowed to write bonds for.	Y	Standard functionality in the Benchmark System
402	Functionality to administer and manage the issuance of bonds, surety and cash based. Function must provide sufficient editing to prevent bonds from being underwritten by inactive bondsman and enforce authorized bond amount limits imposed on bondsmen. Feature shall allow tracking of receipted bonds processed by the COC or MDCR.	Y	Standard functionality in the Benchmark System
403	Functionality to administer and track bond revocations.	Y	Standard functionality in the Benchmark System

404	Functionality to administer and track the discharge of bonds. Feature shall provide for the option to systematically generate Certificates of Discharge for surety bonds and support the delivery of notices via electronic means.	Y	Standard functionality in the Benchmark System
405	Functionality to administer and track the estreature/forfeiture of bonds, as well as the payment of bond forfeitures. Feature shall provide for the option to systematically generate notices of forfeiture and support the delivery of notices via electronic means.	Y	Standard functionality in the Benchmark System
406	Functionality to administer and track the set aside or vacating of bonds. Feature shall ensure that a bond cannot be set aside/vacated unless it is in forfeiture status and distinguish between a routine vacate or a civil vacate.	Y	Standard functionality in the Benchmark System
407	Functionality to administer and track the surrender of bonds. Feature shall provide for the automatic vacate/set aside if forfeited, and discharged upon the surrender based on bond type (e.g. misdemeanor).	Y	Standard functionality in the Benchmark System
408	Functionality to administer and manage the final judgment /unsatisfied judgment process for forfeited surety bonds. Feature provides for the option to systematically generate final judgement/unsatisfied judgement letters and support the delivery of these letters via electronic means including official Recordation of the system generated documents in NewVision.	Y	Standard functionality in the Benchmark System
409	Functionality to efficiently and effectively comply with Florida Statute 903.27 – Forfeiture to Judgment	Y	Standard functionality in the Benchmark System
410	Functionality to efficiently and effectively comply with Florida Statute 903.26 – Forfeiture of the Bond, Discharge and Payment	Y	Standard functionality in the Benchmark System
411	Functionality to track and manage unclaimed cash bond refunds as the funds are transferred from other accounts and eventually transferred to the State of Florida Unclaimed fund.	Y	Standard functionality in the Benchmark System
412	Functionality to provide for the systematic generation of courtesy notifications for cash bond refunds that have yet to be refunded after a pre-determined length of days have elapsed. Delivery may be via electronic means.	Y	Standard functionality in the Benchmark System
413	Functionality to selfconfigure user definable due date reminders requiring follow - up action based on current bond status.	Y	Standard functionality in the Benchmark System
414	Functionality to prevent the updating of a bond that has been transferred to a traffic case. Edit would be under the assumption that traffic related bonds are managed under the TIS/SPRIT application.	Y	Standard functionality in the Benchmark System
415	Functionality to systematically discharge bonds when cases are transferred from adult criminal to juvenile division	Y	Standard functionality in the Benchmark System

416	Functionality to alter or correct bond related information such as an erroneous power number, throughout all major stages of the bond's life cycle.	Y	Standard functionality in the Benchmark System
417	Functionality to track the expiration of bonds based on a user defined expiration criteria (e.g. 3 years after issuance). Feature shall provide a mechanism to alert users when bonds are approaching expiration (e.g. Bond Expiration report).	Y	Standard functionality in the Benchmark System
Victim/Witness			
418	Functionality to copy victim/witnesses from one case to another.	Y	Standard functionality in the Benchmark System
419	Functionality to query victim/witnesses by name, partial name or case number.	Y	Standard functionality in the Benchmark System
420	Functionality to automatically assign a unique witness number to all witnesses within a case.	Y	Standard functionality in the Benchmark System
421	Ability to display all civilian and law enforcement officer witnesses required for the scheduling of court related appearances.	Y	Standard functionality in the Benchmark System
422	Functionality to track witness information that may be viewed by opposing counsel, such as when Discovery has been requested. The opposing agency (PDO) may view SAO witness information for those witnesses listed on the Discovery and vice versa.	Y	Standard functionality in the Benchmark System
423	Function to facilitate the on demand generation of court ordered stay away orders for case victims/witnesses as needed. Generated forms would be systematically filed within the case's electronic case file. Orders would be generated by the system and systematically filed in the case's ECF after judicial approval.	Y	Standard functionality in the Benchmark System
424	Functionality to easily access/view the victims for all open and closed cases for a given defendant. Access to this information would be delineated by the system user's security role (e.g. limited to SAO users, PDO users post discovery, etc.). Option to include victims on defendant/local priors' results as delineated by the user's security access, is desired.	Y	Standard functionality in the Benchmark System
Subpoenas/Notices/Summons			
425	Functionality to systematically generate and print subpoenas, notice of appearances/hearings and summons as desired or for cases automatically scheduled. Feature shall include flexibility to generate and disseminate to all relevant parties (e.g. diversion programs, bond holders, etc.) or to user specified parties. Frequency of generation shall be flexible to include daily, on demand, monthly, etc. Feature shall allow for the option of electronic notification in lieu of physical hard copy mailing.	Y	Standard functionality in the Benchmark System
426	Functionality that for system generated subpoenas, notices and summons, they should coincide and reflect the actual hearing date/time of the respective judicial division hearing the case.	Y	Standard functionality in the Benchmark System

427	Functionality that incorporates business rules in the generation of notices/summons that would be taken into consideration prior to the generation and possibly prevent its actual generation (E.g. the quashing /removal of a warrant on the same day a Summons is to be generated).	Y	Standard functionality in the Benchmark System
428	Functionality that tracks all system generated notifications (e.g. notice to appear) for all defendants, victims/witnesses, attorneys, DCF, GAL, LEOs via the County's Electronic Subpoena system, etc. on a case including delivery method, date/time etc., as well as, the ability to print a notice on demand.	Y	Included in interface with E Subpoena system
429	Functionality to support both automated and manual entry of information required to generate subpoenas/summons/notices.	Y	Standard functionality in the Benchmark System
430	Functionality to generate a subpoena duces tecum court summons.	Y	Standard functionality in the Benchmark System
431	Functionality to allow administrators to revise the layout of notices/subpoenas/summons.	Y	Standard functionality in the Benchmark System
432	Functionality to apply business rules with regards to generating court notices/summons/subpoena for different hearing types by division. The type of hearing will generally dictate the required attendees that must be notified. System should provide for the means to identify by type of hearing, whether notices should be automatically generated as well as the list of mandatory recipients. Generation and dissemination of hearing notices will be based on mandated statutory notification period.	Y	Standard functionality in the Benchmark System
433	Functionality that incorporates type of motions or case events such as a continuance that triggers when notices/subpoenas/summons should be automatically generated and disseminated.	Y	Standard functionality in the Benchmark System
434	Functionality to automatically generate cancellation notices/subpoenas/summons upon the cancellation or modification to an existing future hearing date. Feature shall allow for the option of electronic notification (e.g. County's Electronic Subpoena system or other means) in lieu of physical hard copy mailing. Cancellation notices would only apply in instances where notices/subpoenas/summons to appear have already been disseminated.	Y	Standard functionality in the Benchmark System
435	Functionality to automatically issue delinquent notices to defendants for failure to pay outstanding court costs after a user specified number of days has elapsed (e.g. 30 days past due) past delinquency of the stay due date. Delivery of notice may be via mail or email to both defendants and the state. Feature shall provide exception business rules controlling the generation of Failure to Pay notifications (e.g. defendants on a payment plan, only certain fees remain unpaid, etc.)	Y	Standard functionality in the Benchmark System
436	Functionality to generate and send out reminders when payment plan payments are coming due. Delivery of notice may be via mail, email or other electronic means.	Y	Standard functionality in the Benchmark System

437	Functionality to track for subpoenas, SAO Information and summons when personal service delivery service is required. Personal service notification shall reflect on a court praecipe. Feature shall incorporate systematic Return of Service with automatic docketing from external applications such as County Suite Sheriff.	Y	Standard functionality in the Benchmark System
438	Functionality to prevent the generation of notices, subpoenas for participants that have an invalid/undeliverable address, e.g. HOMELESS.	Y	Standard functionality in the Benchmark System
439	Functionality to prepare and generate a Court Summons for Service based on associated case & defendant/respondent information in a court setting or systematically every time a case is scheduled for a hearing. Feature may be automated or created on demand as requested by a user.	Y	Standard functionality in the Benchmark System
440	Functionality to systematically generate a "praecipe" document for each hearing within a case identifying all notices, subpoenas, and summons that were issued to participants. System generated praecipies should be automatically filed in the case's ECF.	Y	Standard functionality in the Benchmark System
Warrants			
441	Functionality that provides end to end administration including case docketing over the life cycle of court issued warrants from inception (creation, issuance, status, through closure (i.e. served, quashed).	Y	Standard functionality in the Benchmark System
442	Functionality to create warrants/alias capias/writs/pick up orders, etc. in the court case system for the defendant/respondent on a case as ordered by a judge. Function also tracks all relevant warrant information, to include free form comments, issuing judge, and extradition required, including systematic creation of any warrant/ pick up orders related documents.	Y	Standard functionality in the Benchmark System
443	Functionality to facilitate the creation of warrants as a result of a grand jury indictment.	Y	Standard functionality in the Benchmark System
444	Functionality that systematically calculates the standard bond amount for each warrant charge when created or amended.	Y	Standard functionality in the Benchmark System
445	Functionality to provide a means for the application to generate a unique warrant number to a warrant within a case.	Y	Standard functionality in the Benchmark System
446	Functionality to designate that a defendant has been verified/confirmed as the valid defendant on an active warrant upon being detained.	Y	Standard functionality in the Benchmark System
447	Functionality to facilitate electronic creation of a warrant/pick up order via the pre-population of defendant/respondent/minor case information thereby reducing data entry.	Y	Standard functionality in the Benchmark System
448	Functionality that associates valid warrant types with certain case types.	Y	Standard functionality in the Benchmark System
449	Functionality that permits more than 1 active warrant on a case (e.g. bench warrant and probation warrant). Feature shall incorporate restrictions based on the type of additional	Y	Standard functionality in the Benchmark System

	open warrant being placed on the case. For example, a case cannot have two open BWs on the same case.		
450	Functionality to allow the issuance of a warrant on a closed case (e.g. SAO re-file, probation warrant, etc.)	Y	Standard functionality in the Benchmark System
451	Functionality to create and maintain warrant types in an associated code table. Feature shall allow for the maintenance of relevant details, (e.g. descriptions, activation date, etc.) for each warrant type (e.g. alias capias, bench warrants, capias, writs of attachment, juvenile pick up orders, probation warrants).	Y	Standard functionality in the Benchmark System
452	Function that provides for the identification and tracking of fugitive warrant (FW) cases and the type of FW (in-state and out of state) including the maximum incarceration termination date allowable by law (e.g. 15 days from date of arrest for in-state FW). Feature shall provide alerts to selected agencies when expiration occurs.	Y	Standard functionality in the Benchmark System
453	Functionality that clearly identifies a warrant for a mental health related defendant	Y	Standard functionality in the Benchmark System
454	Functionality to redact/ prevent the display or inclusion of the defendant's SSN on a warrant.	Y	Standard functionality in the Benchmark System
455	Functionality to provide reporting of all warrant activity including issued/cancelled/quashed from prior day or user specified time period.	Y	Standard functionality in the Benchmark System
456	Functionality providing for a comprehensive search feature to look-up and access all Warrants, Pick Up Orders, Alias Capias, Writs, etc. by any combination of defendant/respondent/minor name, subject personal identifiers (e.g. DOB, race, sex, etc.) defendant numerical identifiers, warrant related dates, warrant types, charge, etc. Search feature should accommodate wild card searches.	Y	Standard functionality in the Benchmark System
Case File Tracking			
457	Functionality to facilitate requests of physical, hard copy case files from the Records Center storage facility.	Y	Standard functionality in the Benchmark System
458	Functionality to track the location of physical hard copy case files and maintain a chain of custody as to whom has accessed the file throughout the file's history and when it was accessed and returned, electronically or physical hard copy case file.	Y	Standard functionality in the Benchmark System
459	Function to systematically set a case file location to court a day prior the case's court hearing.	Y	Standard functionality in the Benchmark System
460	Functionality to maintain the storage location of physical case files at the Records Center storage facility as managed by the COC's Records Center Inventory System (RCIS).	Y	Standard functionality in the Benchmark System. Physical casefiles can be tracked within Benchmark
461	Functionality, at an individual case level, to track the state mandated retention for physical and electronic case files (i.e. destruction date) based on case type (e.g. felony, misdemeanor) and case disposition (e.g. dismissal, conviction). Feature shall support the	Y	Standard functionality in the Benchmark System

	Florida Rules of Judicial Administration: Rule 2.430. RETENTION OF COURT RECORDS, which governs the retention of court records.		
462	Functionality to perform systematic mass deletion of designated case images, based upon a case's destruction date as governed by Florida rules governing the state mandated retention for physical case files and electronic case file images. Feature shall provide a "purge report" of cases that are eligible for physical case file or electronic image destruction based on the case type, case disposition, and the case's filed date.	Y	Standard functionality in the Benchmark System
463	Functionality to track and identify if a court case is only available via a physical hard-copy file (e.g. does not have an ECF). Feature shall provide a periodic listing to COC staff when this type of case is set for a hearing to advise them to create its ECF.	Y	Standard functionality in the Benchmark System
Case Seal and Expunge			
464	Functionality that facilitates the seal/expunge case process and the administration of cases placed in sealed/expunge status to satisfy Florida statutory requirements.	Y	Standard functionality in the Benchmark System
465	Functionality providing the option to remove any future hearings when a case gets expunged or sealed, as well as, the soft delete of associated hearing dockets	Y	Standard functionality in the Benchmark System
466	Functionality to systematically seal/expunge an originating case when the resulting consolidated or transferred case is sealed/expunged. Feature would facilitate the seal/expunction of an original closed case that was ultimately transferred to another case/division (i.e. bind downs/bind ups) or consolidated with another case.	Y	Standard functionality in the Benchmark System
467	Function that prevents the "In Court Session" feature from updating cases that are in sealed/expunged/deleted status.	Y	Standard functionality in the Benchmark System. Sealed, expunged and deleted cases can be removed from the in court court docket
468	Function to allow an expunction of a previously sealed case without having to unseal the case. Function would only be available to authorized users.	Y	Authorized users will have the ability to open sealed cases and Expunge
469	Functionality to support the following seal/expunge related case edits, including but not limited to: - User must have security access to expunge/seal - Case must be closed - Case file must have a zero balance due. - Case cannot be in collection agency status - Prevent the seal/expunge of a case that has an active bond or open motion without a ruling.	Y	Standard functionality in the Benchmark System

	Prevent the seal/expunction of a case with open, unresolved charges or convictions.			
470	Functionality that provides online, accessible method to verify if a case is sealed or expunged. Feature would be restricted to authorized system users.	Y		Standard functionality in the Benchmark System
Appeals				
471	Functionality to provide appellate case management for appellate cases heard by the circuit court and associate them to their corresponding original criminal or civil case, if applicable. Feature tracks whether hearings require oral or non-oral arguments and incorporate this in system generated notices.	Y		Standard functionality in the Benchmark System
472	Functionality to support electronic calendaring/scheduling employing both manual and systematic assignments of appellate cases. The system should have the functionality to support case assignments to a panel calendar according to the Judge's courthouse location. Assignment to the appropriate panel calendar is based on the Judges' courthouse location, judiciary schedules, case type, and the panel's current volume of cases. Feature shall also provide form manual override, if necessary.	C		Customization is required for automatic assignment
473	Functionality to automatically generate the annual appellate panel calendar for hearings from a pool of judges. The system shall automatically assign judges to appellate panels based upon level of seniority and courthouse location. The system will also assign Judges to a limited number of appellate panels (no more than 4) per year.	C		Customization is required for automated calendar
474	Functionality to capture and track when a case is under appeal. Feature shall capture appellate information for a case such as the date of appellate notice, Court of Appeals case number, mandate decision, appeal filing date, etc. Feature may involve the creation of check off lists, with instructions on the content of Records for Notice of Appeals should be created, as well as the tracking of due dates when appellate related documents are due, etc.	Y		Standard functionality in the Benchmark System
475	Functionality to electronically assemble submit the "Record on Appeal" into a single, comprehensive PDF file by selecting all the items that should be included on the record. The PDF file shall include all selected documents in their un-redacted form. PDF files shall have the following characteristics: - Text searchable - Paginated to exactly match the pagination of the index; and - Bookmarked, consistently with the index such that each bookmark states the date, name and record page of the filing and the bookmarks are viewable in a separate (and/or side) window. - Number pages of the Record using the date stamp functionality.	Y		Standard functionality in the Benchmark System

476	Functionality to electronically submit the "Record on Appeal" PDF to the 3 rd District Court of Appeals via their FTP process.	Y	Standard functionality in the Benchmark System
477	Functionality to search and retrieve appellate case data by entering the following parameters: - Appellate case number - Appellate case file date	Y	Standard functionality in the Benchmark System
478	Functionality to convert the transcripts provided by the court reporters into a PDF/A-2 file. This PDF/A-2 file shall be: - Text searchable - Paginated to exactly match the pagination of the index of the transcript of the trial filed	Y	Standard functionality in the Benchmark System
479	Functionality to manually assign judges to an appellate panel and case.	Y	Standard functionality in the Benchmark System
480	Functionality to implement appellate business rules to ensure availability and validity in judge assignments (e.g. trial court judge is NEVER assigned to the case's appellate panel).	Y	Standard functionality in the Benchmark System
481	Functionality to automatically assign the most senior judge as the presiding judge on appellate cases.	C	Customization required for automatic assignment
482	Functionality to systematically calculate appellate due dates based upon notice of appeal filing date; calculation will vary by division.	Y	Standard functionality in the Benchmark System
3rd Party Notification/Alerts			
483	Functionality to maintain a matrix with associated business rules administering relevant parties that shall be alerted/notified upon a court event to include mandated statutory notification period. Notification would capture delivery method.	Y	Standard functionality in the Benchmark System
484	Functionality that provides an automatic notification via mail, email, text or other electronic means (e.g. web service/XML) to selected relevant agencies, attorneys and 3rd party providers such as: - Attorneys on record - SAO - PDO - RC3 - MDCR Pre-trial services (PTS) - MDPD Court Services Unit - Bondsmen and/or custodian. - M-DCPS	Y	Automatic Notifications can be sent to any party on a case.

	▪ MDPD ▪ Arresting agency ▪ FDLE ▪ Diversion program providers ▪ Mental health providers ▪ Probation officers/case workers (MDCR and DJJ, FL DOC) ▪ TAP ▪ Parents/guardians ▪ Defendant after the third day of delinquency of the stay due date. ▪ Court reporter firms ▪ Witness ▪ DCF ▪ GAL For the following case events: ▪ Defendant is referred to their service. ▪ Case is disposed of/closed ▪ Defendant is placed in a pre-trial diversion/release related program. ▪ Case hearings scheduled, cancelled or rescheduled. ▪ Hearing re-location. ▪ Daily notification of Public Defender assignments and discharges from cases ▪ Case is sealed /expunged ▪ Selected court documents are generated. ▪ Re-arrested prior to probation termination, while pre-trial diversion/deferred prosecution is underway, or the defendant has an open case. ▪ Case has been No Actioned by SAO and is dismissed. ▪ Case/defendant's filed charges are revised. ▪ Defendant violates PTS/HA supervision to include the generation of Non-Compliance memorandums. ▪ Report is due (Pre-Disposition Report, Program Termination Announcement etc.) based on the upcoming hearing. ▪ Case is disposed of with open active bonds ▪ Status of an active bond is altered (e.g. bond is forfeited, issued).		
--	--	--	--

	- Release conditions are altered. - Bond estreature escalates into the creation of a civil case. - Pending transcript requests for appellate cases. - Dependency petitions. - TPR publication has been submitted - PCAC Assignment and discharge - Warrant/Pick up order issued, quashed, cancelled or served. Electronic notification may contain associated case and defendant data as needed by the recipient Note: Case events and relevant parties listed above are not all inclusive.			
485	Functionality to indicate when a party opts out on email delivery for court issued notices	Y		Parties must opt in for electronic notifications
486	Functionality that alerts when email delivery of a notice is unsuccessful.	Y		Email notices will be sent through interface with Outlook or other email service.
Financials				
487	Functionality to manage the financial obligations of defendants as they incur fees, charges, costs and fines (<i>assessments</i>) through various stages of a court case.	Y		Standard functionality in the Benchmark System
488	Functionality to track and manage assessments, collections and payment plans as they relate to a court case. Management of the payment shall be restricted to authorized personnel.	Y		Standard functionality in the Benchmark System
489	Functionality to maintain at a case level, the defendant's stay due date, collection status and payment due date. Feature entails the automatic update of the case's Stay Due Date, based on the next payment plan due date if applicable.	Y		Standard functionality in the Benchmark System
490	Functionality to maintain court fee assessment tables. Table includes the following features: - A table by court case type: (i.e. felony, misdemeanor, delinquency, dependency) - Fees, fines and costs shall be associated to General Ledger (GL) accounts. - Set payment priorities and distribution for each fine, cost or fee. - Assessed fees may vary for each stage of a case (e.g. before, after or either upon closure). - Use published state distribution fee/fine schedule. - Fees assessed based on defense attorney type (Public Defender, Regional Counsel, PCAC, Pro Se, Private attorney) - Fees, fines and costs will be associated to a charge.	Y		Standard functionality in the Benchmark System

491	Functionality providing the ability for an authorized system administrator to define and configure distribution accounts which are used to accumulate payments based on cases assessed fines and fees.	Y	Standard functionality in the Benchmark System
492	Functionality to automate the assessment of court costs, fines and related fees through the use of pre-defined, commonly structured and assessed fee breakdowns based on charges/statutes. Feature shall include the auto generation of the Memorandum of Cost.	Y	Standard functionality in the Benchmark System
493	Functionality at a case level to manually assess court fees/fines. Feature shall provide editing to prevent the entry of erroneous amounts for designated fee types and specific charges.	Y	Standard functionality in the Benchmark System
494	Functionality at a case level to track fines and fees assessed by a judge, as opposed to mandated fines/fees. Assessed fines/costs/fees amounts may be reduced, increased or discharged in part or all (such as waived, suspended, plea negotiated, indigent, etc.), discharge reasons by the judge. Feature shall provide the ability to enter and/or update all assessments accordingly.	Y	Standard functionality in the Benchmark System
495	Functionality providing for the amendment of previously assessed issues court fines and fees at a case level.	Y	Standard functionality in the Benchmark System
496	Functionality at an individual assessed fee level, tracking the status of the fee (e.g. reduced, increased, waived, indigent, etc.).	Y	Standard functionality in the Benchmark System
497	Functionality to calculate and capture service fees for cases.	Y	Standard functionality in the Benchmark System
498	Functionality to have fines and surcharges automatically self/default based on the associated statute of the charge.	Y	Standard functionality in the Benchmark System
499	Functionality to incorporate and assess law enforcement related cost recovery costs (e.g. crime lab / evidence analysis fees) as part of the fines/costs/fees that are calculated upon case closure. For example, a crime lab fee is assessed to the defendant upon case closure if the MDPD Crime Lab performs work on the case as maintained in MDPD's LIMS.	Y	Standard functionality in the Benchmark System
500	Functionality providing a Court Fee/Fine Assessment Calculator preview feature allowing a user to calculate possible assessed fees and fines based on the case's charges.	Y	Standard functionality in the Benchmark System
501	Functionality to track the issuance of judgement/liens on assessed court fee and fine amounts.	Y	Standard functionality in the Benchmark System
502	Functionality to create a satisfaction of lien when payments applied satisfy lien against a case. Feature shall include automatic docket for this function.	Y	Standard functionality in the Benchmark System
503	Functionality that facilitates court cost recovery process by providing a cumulative list of a defendant's/respondent's/parents outstanding court costs for any closed	Y	Standard functionality in the Benchmark System

	criminal/traffic/dependency cases. Listing shall provide a grand total of outstanding costs, as well as a breakdown by case.		
504	Functionality to assess, track and report law enforcement investigative cost recovery fees including the amount and associated agency or (agencies) (e.g. Monthly Investigative Cost Recovery Distribution).	Y	Standard functionality in the Benchmark System
505	Functionality to automatically assess PDO application fees upon PDO appointment to a case and cost of defense fees upon case closure for cases where the PDO was appointed.	Y	Standard functionality in the Benchmark System
506	Functionality to provide PDO personnel with the ability to view and access all PD fees and assessments within the system (e.g. PD appointment fee, restitution).	Y	Standard functionality in the Benchmark System
507	Functionality to track the assessment and payment of PD liens at a case level. Feature shall involve associated reporting to assist with administration.	Y	Standard functionality in the Benchmark System
508	Functionality providing a comprehensive listing of a case's financial transactions including all assessments (court costs, fine, fees, restitution, etc.), applied payments, adjustments, refunds per assessment, as well as, the outstanding balance for a case.	Y	Standard functionality in the Benchmark System
509	Functionality to provide for the ability to calculate associated interest or miscellaneous fees in the payment of forfeited bonds.	Y	Standard functionality in the Benchmark System
510	Functionality to apply and collect fees for juveniles convicted in adult felony cases where juvenile probation sanctions are assigned.	Y	Standard functionality in the Benchmark System
511	Functionality to assess and collect fees for probation related sanctions at a case level.	Y	Standard functionality in the Benchmark System
512	Functionality to capture and maintain minimum mandatory and discretionary court cost, fees, fines and other charges as required by State legislature and local governance regarding all assessments and collections, including but not limited to stringing assessed discharge reasons, distributions and other pertinent case/defendant information in order to meet all established mandatory reporting requirements.	Y	Standard functionality in the Benchmark System
513	Functionality to update (add, edit, remove, waive) the auto populated assessments and capture the reason of the waiver.	Y	Standard functionality in the Benchmark System
Payments			
514	Functionality to provide for the systematic establishment and on-going management of payment plans at a case level, to include notification of payment plan caps (number of times a defendant is allowed to participate in a payment plan), minimum payment amount. Feature shall incorporate a feature to print the system generated payment plan.	Y	Standard functionality in the Benchmark System
515	Functionality to provide for the inclusion of multiple cases on one payment plan and recalculation of the monthly payment.	Y	Standard functionality in the Benchmark System

516	Functionality to calculate and maintain the payment plan schedule on demand. Feature shall include the systematic charge of a standard setup fee each time a plan is initiated or established.	Y	Standard functionality in the Benchmark System
517	Functionality to designate at a case level if a payment plan fee will be waived or charged if the defendant is removed from a payment plan (e.g. default).	Y	Standard functionality in the Benchmark System
518	Functionality to systematically reconcile and apply payments received within a case.	Y	Standard functionality in the Benchmark System
519	Functionality that provides for the ability to collect payments for outstanding court costs, by applying cash bond refunds against any close cases with outstanding court costs for the same defendant.	Y	Standard functionality in the Benchmark System
520	Functionality to systematically apply and distribute collected payments to a case, based on payment priorities, pay classes and payment categorization tables. The CCMS shall allocate distribution to each fine, cost or fee based on their proportion and priority within each level. All methods of payments shall utilize fee assessment prioritization and distribution (e.g. COC, collection agencies).	Y	Standard functionality in the Benchmark System
521	Functionality to generate email/phone confirmation for online and phone payments.	Y	This is accomplished through Pioneer Payments.
522	Functionality providing the ability to accept and process partial payments even when a defendant's case is in collection status.	Y	Standard functionality in the Benchmark System
523	Functionality allowing for the manual application of a payment when systematic application fails.	Y	Standard functionality in the Benchmark System
524	Functionality to support multiple payment methods (credit cards, cash, money order, Automated Clearing House (ACH), pre-payment accounts, etc.)	Y	Standard functionality in the Benchmark System
525	Functionality to track case payment history by recording all payments received to include payment date, payment method, receipt number and payment fee within a case.	Y	Standard functionality in the Benchmark System
526	Functionality supporting the manual/systematic adjustment of payments made at a case level including: ▪ Payment corrections/adjustments ▪ Insufficient funds via check ▪ Voiding of a payment ▪ Transfer of funds from one case to another ▪ Payment refunds Feature shall systematically redistribute previously posted payments to assessed fines, fees and/or costs.	Y	Standard functionality in the Benchmark System

527	Functionality provided to handle payment overages. For example, when there are no case assessments and a payment is received, the system shall have the functionality to place the money in a temporary "pending" or "recycle" account. There should be systematic attempts to periodically match the pending collections to case assessments at pre-defined intervals.	Y	Standard functionality in the Benchmark System
528	Functionality to transfer the overage amount from one case to another case with outstanding court costs.	Y	Standard functionality in the Benchmark System
529	Functionality to capture and track refunds at a case level for overages, fee/fine adjustments, overpayments, etc. Refund may be via credit card or check as issued by SBT//INovah and incorporate the automatic docketing of the refund transaction under the case including the check number as applicable.	Y	Standard functionality in the Benchmark System
530	Functionality to process payments for "witnesses."	Y	Standard functionality in the Benchmark System
531	Functionality to view all payments made at a case level	Y	Standard functionality in the Benchmark System
532	Functionality to transfer payments from one case to another.	C	Customization required to transfer over payments or Bond refund from one case to another.
533	Functionality to apply and track an insufficient check payment under a court case. Feature shall include the ability for systematic adjustments to case collection information reflecting insufficient fund check payments and credit card chargeback payments. Moreover, related fees should be assessed and accounts should be flagged with the amount reflected as an unpaid balance.	Y	Standard functionality in the Benchmark System
Restitution			
534	Functionality that incorporates the systematic creation of a restitution account with the issuance of the restitution order. Restitution account would be associated to a given court case.	Y	Standard functionality in the Benchmark System
535	Functionality to allow for manual creation of a restitution account/order.	Y	Standard functionality in the Benchmark System
536	Functionality permitting the transfer of the restitution account information including the balance from one case to another court case.	Y	Standard functionality in the Benchmark System
537	Functionality at a case level to track any restitution and probation costs assessed as part of a case's disposition. Feature shall also maintain a record of any payments made by the defendant applied against these costs.	Y	Standard functionality in the Benchmark System
538	Functionality that maintains a case's restitution current balance systematically/manually factoring in the initial balance, ongoing restitution payments, and all debits and credits made to the account/order.	Y	Standard functionality in the Benchmark System

539	Functionality to add and maintain multiple restitution victims as stipulated on the restitution order for a given case. Feature maintains individual victim account balances, taking into consideration the pro-rated % hierarchy established. Initial restitution amount ordered, disbursement holds, and remaining restitution amount.	Y	Standard functionality in the Benchmark System
540	Functionality to support the creation of court designated programs as victims (e.g. Friends of Drug Court) should also be provided based on case types.	Y	Standard functionality in the Benchmark System
541	Functionality that allows for the manual adjustment of a restitution account balance in the event of an over payment, insufficient funds check made by the defendant, etc.	Y	Standard functionality in the Benchmark System
542	Functionality that allows for the manual adjustment of a check issued related operation on a restitution account (e.g. void of an issued check).	Y	Standard functionality in the Benchmark System
543	Functionality to apply or debita previously entered payment/credit liability by receipt number against a restitution account/order (e.g. where a payment is received prior to the initial creation of the restitution account).	Y	Standard functionality in the Benchmark System
544	Functionality that maintains a current defendant ledger of all payments made by the defendant within a restitution account/order for a court case.	Y	Standard functionality in the Benchmark System
545	Functionality that maintains a current, active victim ledger of all payments made to the victim and the payments pending within a restitution account/order for an associated court case.	Y	Standard functionality in the Benchmark System
546	Functionality that permits the same day VOID of an approved defendant restitution payment (e.g. misapplied payment).	Y	Standard functionality in the Benchmark System
547	Functionality that allows for the application of payments across multiple cases/restitution accounts from one payment	Y	Standard functionality in the Benchmark System
548	Functionality that allows for the systematic posting of journal entries to SBT including the export of payment information at the lowest level of distribution to the appropriate General ledger (GL) account	Y	Standard functionality in the Benchmark System
Collection Agencies			
549	Functionality to maintain authorized collection agencies and associated information along with collection service fees. Feature shall allow for the administration of collection agencies via application configuration settings.	Y	Functionality Included.
550	Functionality to maintain the collection status of a case/account	Y	Functionality Included
551	Functionality to have a "by pass" feature for referral to collection agencies even if delinquent for user specified cases (e.g. juvenile cases).	Y	Functionality Included

552	Functionality to systematically identify and refer delinquent cases to collection agencies with the ability to filter certain cases based on type of unpaid fees. Feature shall automatically cancel payment plans as part of the referral, if necessary. Feature shall incorporate electronic transmission of collection agency referrals on a user specified basis (e.g. daily file transfer to collection agency of delinquent cases).	Y	Functionality Included
553	Functionality to ensure all delinquent cases belonging to the same defendant are assigned to the same collection agency.	Y	Functionality Included
554	Functionality to ensure that the systematic assignments of cases and monies due are evenly distributed between collection agencies.	Y	Functionality Included
555	Functionality to provide collection agency payment transactions to external applications (e.g. CFS) via an integration.	Y	Functionality Included
556	Functionality to systematically place a defendant in collection agency status and refer the defendant to a collection agency for payment recovery after a user specified number of days has elapsed beyond the due date. Feature shall extend to defendant re-assignments and notification should be via electronic means. Feature shall incorporate electronic transmission of collection agency referrals on a user specified basis (e.g. daily file transfer to collection agency of delinquent cases).	Y	Functionality Included
557	Functionality to systematically receive, accept and process payments, including partial payments received by a collection agency via real-time or batch file. Feature shall validate collection agency payments ensuring accurate case number, defendant balance amount, COC collection fee, etc.	Y	Functionality Included
558	Functionality allowing for the receipt of payments by the COC and subsequent systematic notification to the assigned collection agency of paid status and amount paid.	Y	Functionality Included
559	Functionality to perform a selective removal by case or a mass removal of a defendant's cases from a collection agency. Feature shall also entail notification to the collection agency of the case(s) removal.	Y	Functionality Included
560	Functionality to electronically notify collection agencies when defendants are removed from default-collection agency.	Y	Functionality Included
561	Feature allows for the manual removal of a case from collection agency assignment, as well as the manual referral of a case for collection agency.	Y	Functionality Included
562	Functionality within the collection agency processing to facilitate tracking of systematic rejections, exceptions, errors, etc. Feature shall include an automatic notification advising the agency of the status of the acceptance or rejection of a daily payments submitted by the collection agency.	Y	Functionality Included

563	Functionality to track and systematically apply collection agency payments to outstanding court case balances. Feature shall provide the ability to accept partial payments when a defendant's case is in collection status.	Y	Functionality Included
564	Feature to allow for the manual application of collection agency payments to a case in lieu of the automatic assignment in the event that automatic payment application fails.	Y	Functionality Included
Financial Reporting			
565	Functionality to generate monthly payment distribution report broken down by GL account and grouped by division.	Y	Standard functionality in the Benchmark System
566	Functionality to have reports of court assessment of fines and court costs broken down by assessment by type and case type.	Y	Standard functionality in the Benchmark System
567	Functionality to generate summarized and detailed payment plan specific reporting of plans assessed, payments received and current balance. Results tallied by cases and grouped by division.	Y	Standard functionality in the Benchmark System
568	Functionality to generate reports regarding overall payments, outstanding balances, overages on demand for a user specified time period. Feature shall provide details and/or summary information by division.	Y	Standard functionality in the Benchmark System
569	Functionality to provide reconciliation reporting with SBT GL accounts (e.g. Monthly Check Register of Payments Made to Victims (including voids, and check stops) on demand for any given time period by division.	Y	Standard functionality in the Benchmark System
570	Functionality providing detailed and summarized restitution related reporting including collections received, services fees, liabilities pending, checks issued, etc. for user defined time period by division.	Y	Standard functionality in the Benchmark System
571	Functional reporting that identifies cases with adjustments to court fee assessments after their initial assessment is entered for user defined time period by division.	Y	Standard functionality in the Benchmark System
572	Functionality providing exception reporting when a discrepancy is determined, upon case closure, between a case's court assessed fees and fines and the State's mandated assessment totals.	Y	Standard functionality in the Benchmark System
573	Functional reporting to support mandated State of Florida Judicial Article V Performance Measures and Collection Rate Outcome reports to include Collection Rate Report, Timeliness Report – Cases Filed, Timeliness Report – Docketing/Pleadings, Criminal Outcome and Sub Class reporting).	Y	Standard functionality in the Benchmark System
General Reporting			

574	Powerful, intuitive ad hoc reporting system capable of saving results in multiple formats (e.g. PDFs, Excel, Word, ASCII, CSV, XML, HTML, etc.) thereby facilitating dissemination of results. Reporting feature includes summary and detail reporting and provide the user with the ability to select all case and defendant/respondent/minor data fields to include on a desired report.	Y	Functionality included. Required reports will be developed during the implementation of Benchmark.
575	Functionality providing the ability to manipulate data in ad hoc reports by: ▪ Sorting (multiple fields) ▪ Grouping (unlimited groups) ▪ Creating statistical summaries ▪ Performing calculations: ▪ Sum ▪ Percentage ▪ Average ▪ Filtering ▪ Count and tally functions ▪ User specified date/time frame.	Y	Functionality included. Required reports will be developed during the implementation of Benchmark.
576	Functionality to enter free-form text into ad hoc reports	Y	Functionality included. Required reports will be developed during the implementation of Benchmark.
577	Functionality to enter graphics into ad hoc reports	Y	Functionality included. Required reports will be developed during the implementation of Benchmark.
578	Functionality to drill down to data in pre-defined & ad hoc reports to view suppressed details.	Y	Functionality included. Required reports will be developed during the implementation of Benchmark.
579	Comprehensive reporting functionality for case management data, to provide: ▪ Active Case List, including title, type, age, attorneys or firms, next scheduled event date, and time since last activity ▪ Critical Case List Listing of cases by type which are near or have exceeded Supreme Court time standards for such cases. ▪ Inactive Case List. List of cases with no activity for 180 days; with motions filed but not set for hearing; with no service of process after 120 days; ▪ Pending Orders list, containing cases having matters held under advisement by the judge, with the number of days since being placed in a work queue, ▪ List of cases on appeal, ▪ Performance Measures, reporting on clearance rate of cases; age of pending cases; time to disposition of cases and Percentage of Disposition	Y	Functionality included. Required reports will be developed during the implementation of Benchmark.
580	Functionality to provide statistical or summary based reporting of all case related activity. Statistical reporting shall include date range specific reports by judge, docket and division on cases filed and disposed by case type, up to date listing and count of cases pending by case	Y	Functionality included. Required reports will be developed during the implementation of Benchmark.

Miami-Dade County, FL

	type, case track and age from date of complaint, date and type of next scheduled event, case disposed by type of disposition, time to disposition of cases disposed during the reporting period. Summary based reporting feature shall include the ability to perform calculations including counts/tallies, sums, percentages, averages.		
581	Functionality to produce case related activity reports including transmittal lists with flexible date/time range selection, detail/summarized, grouping and filtering options. Reports must be available in multiple output formats including hard copy, PDF, Excel, & XML.	Y	Functionality included. Required reports will be developed during the implementation of Benchmark.
582	Functionality to provide detailed based reporting of all case/defendant related activity with corresponding tallies, as well as, the ability to designate summary or detailed report listings.	Y	Functionality included. Required reports will be developed during the implementation of Benchmark.
583	Functionality providing the ability to drill down on summarized report information to access hidden details and data.	Y	Functionality included. Required reports will be developed during the implementation of Benchmark.
584	Functionality to provide exception based reporting designed to capture instances of exemptions or omissions for case/defendant related activity with corresponding tallies, as well as, the ability to designate summary or detailed report listings.	Y	Functionality included. Required reports will be developed during the implementation of Benchmark.
585	Functionality to include juveniles scheduled for a felony (adult) court hearing in the juvenile delinquency BUL, for those juveniles that have been transferred to the felony division but whose detainment remains with DJJ.	Y	Standard Functionality in the Benchmark System.
586	Functionality to support Specialized SRS reporting for Involuntary Civil Commitment of Sexually Violent Predator (ICCSVP) cases.	Y	Functionality included. Required reports will be developed during the implementation of Benchmark.
587	Functionality to facilitate generation and submission of FDLE mandated reports such as, the Monthly Acquittals Report and Miami-Dade County Mental Incapacity Report (MECOM) as mandated by Florida Statutes (FS) 790.065(4) and (FS) 916.013.	Y	Functionality included. Required reports will be developed during the implementation of Benchmark.
588	Functionality to facilitate generation and submission of the Appeals SRS Report per Florida Statute.	Y	Functionality included. Required reports will be developed during the implementation of Benchmark.
589	Functionality to meet Annual Case Collection and Assessment Reporting Guidelines as mandated by the FL Legislature and enforced/gathered by FCCC. Feature shall entail the production of submission forms and worksheets for all mandated divisions (e.g. juvenile delinquency).	Y	Functionality included. Required reports will be developed during the implementation of Benchmark.
590	Reporting functionality within the Case Collection and Assessment reporting to provide summarized monthly, quarterly, and yearly assessments. Tallies containing case totals, mandated totals, waived totals, negotiated pleas assessments, assessed totals, judgements, and liens by reports shall be provided and comply with FCCC requirements.	Y	Functionality included. Required reports will be developed during the implementation of Benchmark.

591	Reporting functionality providing an annual Continuous Case Workload Report with a tally of cases with activity occurring within a fiscal year (e.g. FY17) grouped by the case file date range (Case Files in 2016).	Y	Functionality included. Required reports will be developed during the implementation of Benchmark.
592	Functionality to comply with the Florida State Courts UCR initiative in support of the Integrated Trial Court Adjudicatory System tracking significant events related to case initiation, closure and post-judgment activity along with associated changes in case status, case assignment events, including the primary and supporting judicial officers, local division designation, case type and disposition categories as defined in AOSC14-20 In Re: Trial Court Case-Event Definitional Framework. Reporting feature shall provide: - Data collection specifications for specific Case Events - Daily Batch transmission/reporting process of collected case events - Near Real time web service based transmission of case events using UCR Data Exchanges - One-time transmission of all identified case events by judicial division - Associated transmission, data error, and auditing related features - Corrective re-transmission functionality Refer to Exhibits 28 & 40 for further details.	Y	Functionality included. Required reports will be developed during the implementation of Benchmark.
593	Functionality to comply with state mandated criminal TCATS reporting requirements identified by FCCC. Reporting include daily transactional, managerial, auditing/error transmission reporting.	Y	Functionality included. Required reports will be developed during the implementation of Benchmark.
594	Functionality to support the retention, and dissemination of a Citizen Right To Know Weekly Register and a related annual report as mandated by Florida Statute (FS) 907.043(4) (a) (b) 1 – 10. Dissemination of reports should be provided via the COC public portal web site permitting citizens with the right to access the reports directly. History of weekly reports should also be retained thereby allowing the public to access a minimum of one full calendar years' worth of reports.	Y	Functionality included. Required reports will be developed during the implementation of Benchmark.
595	Functionality to provide a daily case disposition report listing all case updates performed on cases from the previous day's session calendars including any cases manually added-on.	Y	Functionality included. Required reports will be developed during the implementation of Benchmark.
596	Functionality providing a daily listing of Cases Scheduled for a Hearing by the COC from the prior day (Court Case Setting Sheets/J957195) grouped by division, hearing type, prosecutorial entity. Setting sheets would be generated for each prosecutorial entity (e.g. SAO, Miami Beach Prosecutor, etc.) for their cases only.	Y	Functionality included. Required reports will be developed during the implementation of Benchmark.
597	Functionality to generate graphs, charts or other graphical representations of data on system reports as identified by the user.	Y	Functionality included. Required reports will be developed during the implementation of Benchmark.

598	Functionality to generate final court case disposition letters (e.g. CHIS) of a person's criminal case history. Letters would be generated through the use of a person's unique numerical identifiers and shall be available by specific date range, as well as, case type (e.g. misdemeanor and/or felony cases). Dissemination of letters may be provided via electronic means including email and the COC public portal.	Y	Functionality included. Required reports will be developed during the implementation of Benchmark.
599	Functionality that facilitates the creation of State Penitentiary Commitment Packages and DJJ commitment packages for adults and juveniles sentenced state facilities.	Y	Functionality included. Required reports will be developed during the implementation of Benchmark.
600	Functionality to support and comply with OSCA's, Florida Offender Based Transaction System (OBTS) case/bond/defendant related reporting requirements. Feature shall provide for electronic generation and submission of reporting date.	Y	Functionality included. Required reports will be developed during the implementation of Benchmark.
601	Functionality to perform revisions to standard language found in reports and form templates in mass. For example, applying a revision to the standard ADA statement found on form and reports system wide in mass.	Y	Functionality included. Required reports will be developed during the implementation of Benchmark.
602	Functionality to support appellate process reporting to include: - Case due for a given time period - All open cases - Cases filed during a given time period - Due dates for selected case - Motion judge panel reports - Opinions (over 30 days due) - Cases that can be set ("Ripe" cases)	Y	Functionality included. Required reports will be developed during the implementation of Benchmark.
603	Functionality providing on demand Conflict Attorney Wheel reporting to include: - Court Appointed Registry Listing - Inactive Attorney listing - Activity Report by Attorney - Attorney's Wheel Position - Monthly/quarterly Statistical Summary - Active Attorneys by Division	Y	Functionality included. Required reports will be developed during the implementation of Benchmark.
604	Functionality providing on demand professional Expert Witness Wheel reporting to include: - Active Expert Witness Listing - Inactive Expert Witness Listing - Activity Report by Expert Witness - Expert Witness Wheel Position - Expert Witness Monthly Statistical Summary	Y	Functionality included. Required reports will be developed during the implementation of Benchmark.

Judicial Reporting			
605	Functionality for a judge to easily access a report of a defendant/respondent/minor's previous case history encompassing all prior closed cases and associated outcomes.	Y	Functionality included. Required reports will be developed during the implementation of Benchmark.
606	Reporting functionality to facilitate judicial case workload analysis across divisions broken down by defendants/respondents/minors and counts. YTD statistics should be grouped by case types (e.g. robbery), defendant/respondents/minors dispositions, trial type, cases reopened, court dates and confirmation that hearing occurred, etc. Reports should provide statistics for prior year to date months and comparable YTD comparison against the prior year and list a % variance.	Y	Functionality included. Required reports will be developed during the implementation of Benchmark.
607	Reporting functionality that provides the Court Appointed Counsel Registry pursuant to Section 27.40(3)(d) (One annual report for new contracts and Quarterly registry reports)	Y	Functionality included. Required reports will be developed during the implementation of Benchmark.
608	Reporting functionality providing trial related statistics and associated detailed listings. For example, the number of jury trials for a given date range as determined by jury sworn date.	Y	Functionality included. Required reports will be developed during the implementation of Benchmark.
609	Reporting functionality at a case level, to assist with and enable compliance with Chapter 39 dependency mandated timelines across all hearings for a case. Reporting should be available for all dependency cases, based upon their petition filing date and selected based upon a user specified date range.	Y	Functionality included. Required reports will be developed during the implementation of Benchmark.
General			
610	Functionality that provides enhanced data integrity by enforcing basic edit principles including but not limited to: valid entry of dates, existence of a case (criminal, dependency or traffic) with outstanding charges/allegations, name validation, etc. Feature employs the extensive use of pick lists to facilitate data entry and minimize errors.	Y	Standard Functionality in the Benchmark system.
611	Functionality to incorporate user configurable conditional editing based on items like case types, dispositions, motion types, case events, etc.	Y	Standard Functionality in the Benchmark system.
612	Functionality that enforces business data entry rules thereby ensuring that essential case/defendant data is cleanly captured (e.g. case file dates, disposition dates, etc.). Functional edits shall enforce business rules including but not limited to: - Prevention of case setting errors (e.g. cannot schedule a case for trial without all open charges having a plea). - Prevention of case closures without a file date under certain case dispositions - Prevent cases from being closed out with open, un-discharged bonds. - Prevent issuance of a warrant/capias on the initial base case that has been transferred e.g. bound up/down, grouped with co-defendant, etc. - Provide alert when scheduling a case for a duplicate hearing type.	Y	Standard Functionality in the Benchmark system.

613	Functionality to prohibit users from bypassing "required" fields to establish a correct/complete record.	Y	Standard Functionality in the Benchmark system.
614	Functionality to produce accurate, comprehensive local criminal and/or dependency case history results for a defendant's/respondent's/minor's prior cases and charge/allegations with dispositions including participation in any ongoing pre-trial diversion programs or active probation. Priors should include closed and open cases across all divisions, open warrants/pick orders including (CWAs & DW), any failures to appear on any case history, and all aliases used by said defendant/respondent/minor across all cases. Results shall also be available real-time in hard copy and electronic media (PDF, Web Service/XML).	Y	Standard Functionality in the Benchmark system.
615	Functionality within local priors results, to provide the DHSMV DL history reports for traffic related arrests before court.	Y	Standard Functionality in the Benchmark system.
616	Functionality to incorporate promise to appear arrest-related court cases within defendant criminal history/local priors if positive defendant confirmation is verified.	Y	Standard Functionality in the Benchmark system.
617	Functionality to run and extract criminal history priors for all defendants set for a particular hearing systematically or individually on demand. For example, produce all criminal history priors for defendants scheduled for the afternoon bond hearing. Results shall be made available in printer friendly format (e.g. PDF) or XML to facilitate dissemination. Defendant local criminal history priors will include information gathered from multiple systems as noted in interface customization requirements for FDLE, MDPD RMS, TIS, and Odyssey.	C	Benchmark case history can be viewed from party's case. Customization to view local criminal history priors that are maintained in sources outside of Benchmark
618	Functionality to run and extract dependency petition history for minors set for a particular hearing. For example produce all petition history for minors scheduled for the 1:30pm shelter hearing. Results shall be made available in printer friendly format (e.g. PDF) or XML to facilitate dissemination.	Y	Standard Functionality in the Benchmark system.
619	Functionality to produce on-demand, a minor's comprehensive juvenile dependency petition history. Results shall be made be available in print friendly format (e.g. PDF) or XML to facilitate dissemination.	Y	Standard Functionality in the Benchmark system.
620	Functionality supporting the automatic linking of cases by a unique defendant numerical identifiers {e.g. County issued ID (CIN)} as determined following the individual's positive identification.	Y	Standard Functionality in the Benchmark system.
621	Functionality supporting the manual linking and unlinking of cases for a defendant/respondent/minor.	Y	Standard Functionality in the Benchmark system.
622	Functionality providing the ability to perform a mass update of state/local mandated fines and fees associated to statutes and ordinances, via a batch file process.	Y	Standard Functionality in the Benchmark system.

623	Functionality providing flexible search methodology using various application keys or partial keys to query cases (e.g. case number, police case number, warrant numbers, book and page number, etc.)	Y	Standard Functionality in the Benchmark system.
624	Functionality to provide expanded search/query capabilities by key case elements or a combination of case fields such as charges, case type, victim/witness names, dispositions, case status, case closure dates, attorney names, arrest date and time, arrest location, filing date range, case type, credit/debit liability receipt #.	Y	Standard Functionality in the Benchmark system.
625	Flexible search functionality that provides the ability to query a subject's local criminal case history by numerical identifiers (FBI, SID, County ID # (CIN), Jail/Booking #, etc.) or personal identifiers (name to include special characters, alias/AKA, race, sex, DOB). Query capabilities to provide for wildcard and soundex search functionality.	Y	Standard Functionality in the Benchmark system.
626	Functionality that the result of a query lookup function shall return either a list of cases meeting the search criteria, a Basic Case Information display screen if only one match was found, or a notification that no cases were found.	Y	Standard Functionality in the Benchmark system.
627	Functionality to save predefined, frequently used searches by user.	Y	Standard Functionality in the Benchmark system.
628	Functionality providing a case information screen containing the following: - Basic Case Information and appropriate subsets of the events scheduled in the case and of the clerk's progress docket - Controls that call: the case's full progress docket; display of detailed information including search for related cases on party, attorney, witness, or other participant; an email window pre-addressed to all the parties or attorneys in the case; a button that opens the scheduling function (and remembers the current case); a control that opens the list of orders that the system can generate. - Detailed information of a party or other participant consists of: name, aliases, date of birth, role in case, dates when role commenced or ended, charges (for criminal cases), causes of action (for non-criminal cases), other cases, and attorney (or for attorney records, client) contact information.	Y	Standard Functionality in the Benchmark system.
629	Functionality to support the provisions and requirements laid out in the Supreme Court Order No. SC10-2101 - Florida Rule of Judicial Administration 2.516 (Service of Pleadings and Documents) regarding service by e-mail. Functionality must include the ability to retain primary and secondary email addresses for the attorney(s) on record of a given case.	Y	Standard Functionality in the Benchmark system.
630	Functionality to generate mailing or case file labels including but not limited to defendants/respondents/parents/custodians/foster parents, bondsmen, depositories, victims, witnesses, agency case managers (DCF), etc. Feature shall include ability to print bar code data on labels.	Y	Standard Functionality in the Benchmark system.

631	Functionality facilitating statute lookup by description or statute number.		Y	Standard Functionality in the Benchmark system.
632	Functionality to administer all Florida statutes and local ordinances to include the minimum mandated fine, court costs, fees, standard bonds, SRS categories, and NCIC codes. Feature shall allow the ability to map unique local statutes to standard state statutes for reporting purposes.		Y	Standard Functionality in the Benchmark system.
633	Functionality to administer a municipal agency code table that identifies all valid agencies in the circuit.		Y	Standard Functionality in the Benchmark system.
634	Functionality to define multiple police case number masks by arrest agency.		Y	Standard Functionality in the Benchmark system.
635	Functionality to provide a court hearing check-in feature that captures attendees (e.g. attorney, defendant, witness, etc.) that are present for their hearing. Feature shall accommodate both a kiosk environment for self check-in or manual entry by court staff as well as the ability to request special needs such as an interpreter. Feature may involve a signature pad for participants to sign in.		Y	Standard Functionality in the Benchmark system.
636	Functionality providing tools or methods to track employee productivity by tasks and activities completed including reports generated (e.g. CHIS).		Y	Standard Functionality in the Benchmark system.
Workflow				
637	Advanced workflow functionality to provide user defined queuing for individual or groups, with multi-step process flows, associated thresholds, due date monitoring, user configurable timeframes and escalation rules and notification of process completions. For example, scanning and reviewing in different work stations for quality assurance purposes.		Y	Standard Functionality in the Benchmark system.
638	Functionality allowing for the ability to classify work queue items into separate item types, such as "proposed orders," "internally generated orders," requests for Domestic Violence Injunctions, Warrants, etc.		Y	Standard Functionality in the Benchmark system.
639	Workflow functionality to track the progress of prepared orders from initial preparation through QC verification and approval by a judge. Feature shall track the flow of documents across COC units & external agencies to include send date, by whom, etc.		Y	Standard Functionality in the Benchmark system.
640	Functionality to provide the ability to provide a GUI based workflow/business rule tool set to maintain and support the business rules of the CCMS.		Y	Standard Functionality in the Benchmark system.
641	Workflow feature to support tracking tasks within an agency and across agencies. Feature supports document centric and task related workflow processes including approvals/disapprovals, automatic date/time stamp logging, notifications, automatic case docketing when applicable, etc.		Y	Standard Functionality in the Benchmark system.

642	Functionality that captures, retains and provides ease with which to access/view all comments/notes recorded during the course of a document's or task's workflow process as it travels from queue to queue.	Y	Standard Functionality in the Benchmark system.
643	Functionality to support the creation of time based ticklers/reminders with notifications.	Y	Standard Functionality in the Benchmark system.
644	Functionality to systematically trigger tasks on queues based on the updating of specific case data, setting of certain statuses, dispositions, case events, etc. For example setting of a case for trial triggers an event on an SAO legal secretary queue to alert staff to commence work-up.	Y	Standard Functionality in the Benchmark system.
645	Functionality to associate time tracking to events (e.g. time spent on a V/W interview by PL). Feature shall also allow allocation for predefined timeframes for certain events.	Y	Standard Functionality in the Benchmark system.
646	Functionality providing the ability to assign a system administrator that can configure workflow based on user defined processes.	Y	Standard Functionality in the Benchmark system.
647	Functionality providing the ability to configure workflow for serial and/or parallel processes.	Y	Standard Functionality in the Benchmark system.
648	Functionality providing the ability to configure workflow based on business rules that are dependent on changes to data entered at various times within the workflow.	Y	Standard Functionality in the Benchmark system.
649	Functionality providing the ability to configure workflow based on Boolean/Tree Logic.	Y	Standard Functionality in the Benchmark system.
650	Functionality providing the ability to programmatically trigger a workflow based on a change in data event.	Y	Standard Functionality in the Benchmark system.
651	Functionality providing for the ability to trigger the next process within a single workflow either by a human task and/or a programmatically generated data changes	Y	Standard Functionality in the Benchmark system.
652	Functionality providing the ability to configure the workflow to assign work based on user or user role attributes.	Y	Standard Functionality in the Benchmark system.
653	Functionality providing the ability to configure workflow to assign work to user queues based on FIFO, and prevent the user from altering this work item order. Feature shall permit the ability to bypass the FIFO work item order on an exception basis.	Y	Standard Functionality in the Benchmark system.
654	Functionality to configure workflow to prevent the assignment of work to individual users that are currently in unavailable status and place work items in the user delegate's queue or a queue for the user's role to be picked by any other users with that role.	Y	Standard Functionality in the Benchmark system.
655	Functionality providing for the ability to configure workflow to trigger an electronic user notification, (e.g. system generated email) containing dynamically replaced data imbedded in the message based on a workflow event. This contact needs to be logged as a workflow deliverable with a date/time stamp.	Y	Standard Functionality in the Benchmark system.

656	Function providing for ability to configure the workflow to execute interface tasks that are external to the CCMS at any point within the workflow.	Y	Standard Functionality in the Benchmark system.
657	Workflow functionality allowing for the automation of associated tasks enabling the court to perform a SQL like query of any of the available data elements and populate form orders for each returned result.	Y	Standard Functionality in the Benchmark system.
658	Functionality allowing for the option of electronically signing some, all, or none of the documents in the work queue at the same time.	Y	Standard Functionality in the Benchmark system.
Document Management System (DMS)			
659	Functionality to include a hard copy scanning feature to facilitate digital capture of paper based documents. Feature shall provide the functionality for scanned documents to be systematically filed within a case's electronic case file via integration with the CCMS.	Y	Standard Functionality in the Benchmark system.
660	Functionality to support bulk and individual/interactive scanning of hard copy documents. Feature shall incorporate automated workflow and facilitated docketing of scanned images, and association to a case or multiple cases. Bulk scanning shall include the generation of bar code labels and use of divider pages for bulk documents slated for batch scanning.	Y	Standard Functionality in the Benchmark system.
661	Functionality providing the ability to have scanned documents populate predefined workflow queues for validation and follow-up processing.	Y	Standard Functionality in the Benchmark system.
662	Functionality to support versioning of document images in the ECF to include redacted and un-redacted versions.	Y	Standard Functionality in the Benchmark system.
663	Secure, organized, easily accessible/navigable electronic case file. The DMS component is embedded within and seamlessly integrates with the overall case management application. Media storage includes any manner of digital files including text documents, and other electronic media, such as digital images, audio, and videos.	Y	Standard Functionality in the Benchmark system.
664	Functionality to electronically prepare, review, sign/approve, print, and distribute standard CCMS forms, orders, motions, and documents. Forms may be generated in open court, outside the court room, or received via the state e-Filing portal. Approval of forms shall incorporate a CAPS/Florida Supreme Court Standards for Electronic Access to the Courts compliant digital signature.	Y	Standard Functionality in the Benchmark system.
665	Functionality supporting the electronic signing of PDF documents, whether internally generated or submitted as proposed orders by external users.	Y	Standard Functionality in the Benchmark system.
666	Functionality allowing for multiple documents to be reviewed and signed in batch as well as individually.	Y	Standard Functionality in the Benchmark system.

667	Functionality to support the incorporation of standard, template driven documents (e.g. Word templates) and pre-population of defendant/case participant information to facilitate creation of court-related documents. Forms creation and approval to incorporate automatic case docketing, as well as, the automatic filing of approved documents to the case's ECF.	Y	Standard Functionality in the Benchmark system.
668	Functionality to easily and swiftly access a comprehensive, secure Electronic Case File (ECF). Case file would be accessible in or outside the courtroom to case participants or other authorized users. Access to the ECF must be responsive so as to not impede the pace of a hearing and provide simple, user friendly access to view the associated document image from the docket entry.	Y	Standard Functionality in the Benchmark system.
669	Functionality to provide search capabilities to allow for ad-hoc queries across case documents stored within the ECF documents to authorized participants. File would include all documents whether electronically generated or scanned in.	Y	Standard Functionality in the Benchmark system.
670	Functionality providing a search feature permitting single word, partial, and multiple word searches of the searchable electronically filed documents in a case, returning a subset of the progress docket containing the search terms.	Y	Standard Functionality in the Benchmark system.
671	Functionality that provides for the ability to move, transfer or copy electronically filed documents from one electronic case file to another. Feature should be incorporated within the CCMS case transfer grouping options to facilitate the movement of these documents. Function should provide the user with the ability to include all or selected documents as part of the document transfer.	Y	Standard Functionality in the Benchmark system.
672	Functionality to support the digital sealing, expunction, and re-opening of sealed/expunged electronic case files to meet State of Florida seal/expunge statutory requirements. Feature allows for the opening of a sealed/expunged ECF by authorized COC staff, and systematic generation of expungement letters as needed.	Y	Standard Functionality in the Benchmark system.
673	Functionality to support designating documents as "confidential" within an ECF (e.g. drug test results). Access to such documents would be restricted to users with the appropriate level of security.	Y	Standard Functionality in the Benchmark system.
674	Functionality to electronically route documents generated/approved in court to all necessary parties. Functionality must support multiple methods of routing including: via email, web service, or other flexible automated means.	Y	Standard Functionality in the Benchmark system.
675	Functionality that allows user to define the organizational layout and contents of ECF via tabs or sub folders. Organization functionality shall be configurable by type of case (e.g. felony, DV misdemeanor, juvenile, or misdemeanor).	Y	Standard Functionality in the Benchmark system.

676	Functionality that supports the automatic filing of "system generated" documents within a case's ECF, such as a Notice to Appear, DHSMV for Suspension of License for Drug Charges; Memorandum for Private Conflict Attorney and Regional Conflict Attorney.	Y	Standard Functionality in the Benchmark system.
677	Functionality for the systematic creation and subsequent update of a case history sheet. The case history sheet serves as an ongoing, continuous summary of all activities performed on the case in chronological order. The case history sheet may be updated by authorized users (e.g. judge, COC clerk) in or outside the court room. Any errors noted on an insert or history sheet must be clearly indicated with a strike through (error).	Y	Standard Functionality in the Benchmark system.
678	Functionality within the DMS function that incorporates the use of an official virtual filing date/time stamp feature when a document is officially received by the COC or other party.	Y	Standard Functionality in the Benchmark system.
679	Functionality allowing, upon request, for the application of an official COC "electronic" or digital "rubber" stamp to documents indicating official COC certification or Certificate of Service, etc.	Y	Standard Functionality in the Benchmark system.
680	Functionality to retain digital signatures for court related officers including judges, clerks, and attorneys. Electronic or digitally captured signatures shall then be reflected in the electronic preparation of court ordered documents in compliance with CAPS/Florida Supreme Court Standards for Electronic Access to the Courts, including: - Ensure that encrypted electronic signatures may be applied to orders only by the authenticated user - If digitized signatures are stored they shall be captured under a minimum of 256 bit encryption. - Support electronic signing of PDF documents, whether internally generated or submitted as proposed orders by external users	Y	Standard Functionality in the Benchmark system.
681	Functionality to share ECF when consolidated cases are heard on the same day in different divisions.	Y	Standard Functionality in the Benchmark system.
682	Functionality that for an electronic signature for a judge, clerk, or other authorized court user shall be accompanied by a date, time stamp, and case number. The date, time stamp, and case number appears as a watermark through the signature to prevent copying the signature to another document. The date, time stamp, and case number also appears below the signature and not be obscured by the signature.	Y	Standard Functionality in the Benchmark system.
683	DMS workflow functionality to support the submission, approval/disapproval, and dissemination of electronic documents across multiple agencies (i.e. SAO). Feature tracks error identification, case rejection, as well as the correction and return of the document/case.	Y	Standard Functionality in the Benchmark system.
684	Functionality that permits the annotation of electronically captured document images for multiple reasons including seal/expunge, corrections, etc.	Y	Standard Functionality in the Benchmark system.

685	Functionality to add virtual "sticky notes" to an ECF or document within the ECF to alert the judge of important details regarding the case. Feature shall also allow a user to place or designate a specific document(s), such as a motion to be heard, within the ECF to display on top of the ECF thereby facilitating in court proceedings.	Y	Standard Functionality in the Benchmark system.
686	Functionality to delete an ECF or documents within an ECF. Feature shall be restricted to authorized users. Associated auditing will record all relevant data regarding the ECF deletion.	Y	Standard Functionality in the Benchmark system.
687	Functionality allowing for the re-classification/re-naming of a digitally stored document.	Y	Standard Functionality in the Benchmark system.
688	Functionality within the DMS/ECF allowing users to build an index with bookmark capabilities for scanned documents in order to allow searchable PDFs. The index provides the user with the ability to search through ECF by document type, key words, etc.	Y	The Case docket tab within a case allows users to search all document images on the case. The ability to search a PDF assumes the document is OCR'd or it's a smart document.
689	Functionality to support systematic or manual OCR feature incorporated within the digital scanning so documents are indexed as they are scanned and created as searchable PDF's. Feature shall allow for the establishment of OCR business rules.	C	Functionality will be incorporated within the functionality provided by Extract Systems ID Shield. All documents sent through Extract systems will be OCR'd, allowing for searchable PDF's within Benchmark
690	Functionality to generate a package or digital folder of selected document images to facilitate dissemination of ECF. Digital package shall be made available as a file for dissemination.	Y	Standard Functionality in the Benchmark system.

154

Interface Related Functionality

	Functionality	Response	Detailed Description	Interface System
1	Functionality to validate defendant's Florida Driver's License (DL) against DHSMV/DAVID. Defendant's DL suspension status should be displayed prominently on the case summary screen.	C	Included in interface with DAVID	DAVID
2	Functionality to systematically create victim, witness and officer subpoenas and trial notification memos for court events, V/W interviews/conferences, depositions, etc. Delivery shall support mail and other electronic means including the County's Electronic Subpoena system for LEO subpoenas and notifications.	C	Functionality included. Electronic delivery is included in interface with county's electronic subpoena system	E Subpoena
3	Functionality to systematically retrieve LEO Court Acknowledgements from the County's Electronic Subpoena system.	C	Functionality included in interface with electronic subpoena system. See Project Plan for estimated interface development timelines.	E Subpoena

4	Functionality to administer and query at an individual level, law enforcement officer information including name, agency, badge number, contact information, officer work schedules and preferable weekly court related day and times as maintained in the County's Electronic Subpoena system.	C	Functionality included with Electronic Subpoena interface. See Project Plan for estimated interface timelines.	E Subpoena
5	Functionality to track all subpoenas issued for a case (civilian, witness, victims and officers). May involve receipt of subpoenas from an outside agency (e.g. State Attorney's Office) or application such as the County's Electronic Subpoena system. The system shall have the ability to generate different types of subpoenas for all divisions including mandatory and standby subpoenas.	C	Functionality included in interface with Electronic Subpoena System. See Project Plan for estimated interface timelines.	E Subpoena
6	Functionality to track the history of subpoenas, notices and summons within a case. The system shall have the ability to display the date and time when the last document was distributed including those issued via the County's Electronic Subpoena system	C	Standard functionality in the Benchmark System. Interface with Electronic Subpoena System also included.	E Subpoena
7	~~Functionality to systematically facilitate case creation based upon the issuance of an arrest warrant and its associated defendant and charge information as received via eWarrants. Case creation data entry screen should be prepopulated with warrant data.~~	~~C~~	~~Functionality included with eWarrant interface. See Project Plan for estimated interface timelines.~~	~~E warrants~~
8	Functionality to verify a defendant's Sexual Predator/Offender designation via FDLE's Sexual Predator/Offender database. Verification outcome would be included within a defendant's criminal history/local priors. Verification would be performed against the locally downloaded FDLE Sexual Predator/Offender file (periodically extracted) using the system's party matching algorithm.	C	Customization included in interface with FDLE	FDLE
9	Functionality to facilitate the self-service online establishment of a defendant payment plan via the COC portal/iNovah, and involve the transfer of case/defendant information including assessed fees and fines, eligibility, etc.	C	Customization included in interface with iNovah	iNovah
10	Functionality to support the receiving and processing of financial transactions/payments received via the County's iNovah cashing system in real-time and batch modes. Process shall post receipt of the payment, including receipt# and distribute monies to defendant's case assessment using payment priorities or restitutions.	C	Functionality included with iNovah interface	iNovah
11	Functionality to track defendant/respondent bookings, inmate cell locations, custody/incarceration status, and releases from release type, release date/time by case to automate victim notification via VINE.	C	This functionality is included in the interface with the County's JMS.	JMS

12	Function to systematically notify systems (JMS) regarding a case's probation end date, when the defendant is released from jail and the case disposition reflects termination of probation at the time of jail sentence completion.	C	Customization included in interface with JMS	JMS
13	Functionality that provides comprehensive, timely inmate/juvenile delinquent bring up lists (BUL) of incarcerated/detained defendants/respondents in the custody of MDCR, as maintained within the County's JMS including those HA scheduled for a court hearing, grouped by judge/division.	C	Functionality included in interface with JMS	JMS
14	Functionality to systematically facilitate case creation based on a booking of a defendant/respondent or a promise to appear (PTA) arrest received via the County's JMS Booking Module and AFM to expedite case creation and eliminate redundant data entry.	C	Functionality included in interface with County's JMS and AFM. See Project Plan for estimated interface timelines.	JMS/AFM
15	Functionality to automatically serve a warrant when a subject is booked as received via the Jail management system/AFM.	C	Customization included in JMS and AFM Interfaces	JMS/AFM
16	Functionality to access and view a history of all defendant bookings and releases associated with a case including general booking information, inmate cell locations, custody/incarceration status, as well as, associated releases, release type, release date/time within a case, as maintained in the County's JMS and the State's JJIS.	C	This functionality is included in the interface with JMS and JJIS. See Project Plan for estimated interface timelines.	JMS/JJIS
17	Functionality that provides a notation on a court calendar when a defendant is scheduled for a hearing is incarcerated at a local, state or federal level as maintained in the County JMS or state's JJIS. Feature is intended to avoid the improper issuance of a bench warrant.	C	Customization included in JMS and JJIS interfaces	JMS/JJIS
18	Functionality to facilitate the issuance of warrant, as well as amendment / cancellation / quashing of a warrant. Feature entails automated notification to a designated county law enforcement agency's (i.e. Sheriff) via automated email until the Sheriff's (i.e. MDPD) RMS is implemented.	C	Functionality included to send automated notifications to parties. Also requires interface with new MDPD RMS	MDPD RMS
19	Functionality to incorporate within a person's criminal history prior's check, at the user's discretion for any law enforcement related wanted message/BOLs/alerts (e.g. criminal registrant, career criminal/habitual offender, etc.) as maintained in the MDPD RMS associated to the subject in question. Function would preclude retention of any CJIS level data within the CCMS.	C	Customization required for interface with MDPD RMS	MDPD RMS

20	Functionality to incorporate a mugshot with the issuance of a warrant as required by the Florida Supreme Court/FDLE as maintained in the County's Mugshot application.	C	Customization included in interface with Mugshot application	Mugshot
21	Functionality to link/associate civil/family/probate/mental health cases found in the Odyssey system with a criminal and/or dependency case should an association exist between cases including the ability to access document images contained in the Odyssey case's electronic case file. Access to link cases would be contingent on the user's security access rights and privileges.	C	Customization included in interface with Odyssey.	Odyssey
22	Functionality to associate/link a juvenile respondent's delinquency, dependency, Odyssey administered family and Civil DV, cases, open or closed, as well as, related parental criminal cases to provide a comprehensive lookup of a youth's/family's case history.	C	Customization included in interface with Odyssey.	Odyssey
23	Functionality to easily access associated/linked cases (co-defendant/companion, consolidated, transferred, etc.) and their document images across divisions including (delinquency, dependency, civil, family, and adult criminal divisions). Feature shall entail the ability to access associated cases found in the Odyssey system. Access to cases would be contingent on the user's security access rights and privileges	C	Customization included in interface with Odyssey.	Odyssey
24	Functionality to include Odyssey civil/family/juvenile dependency related cases scheduled/set on a criminal hearing calendar. For example, some civil cases may get set on the criminal DV Misdemeanor Drug Court calendar.	C	Customization included in interface with Odyssey.	Odyssey
25	Functionality that allows for the systematic transfer of case information and bond related document images, in the event of a bond estate, to the Odyssey Civil Case Management system thereby facilitating civil case creation. Feature shall also entail the retention of the associated civil case number within the criminal case for reference.	C	Customization included in interface with Odyssey.	Odyssey
26	Functionality to access any Civil Writs from the civil/family CMS for a defendant, to include but not limited to, civil and family/divorce cases (CWA and DVW).	C	Customization included in interface with Odyssey CMS	Odyssey
27	Functionality for a defendant's CWA/DVW, issued from the Odyssey Civil/Family case management system, to appear/display on all criminal court session calendars.	C	Customization included in interface with Odyssey CMS	Odyssey
28	Functionality to systematically transfer originating criminal or civil case information and digital documentation to the Odyssey Civil/Family case management system to facilitate appellate case creation.	C	Customization included in interface with Odyssey.	Odyssey

29	Functionality to systematically receive appellate case results for an originating criminal or civil case from the Odyssey case management system.	C	Customization included in interface with Odyssey.	Odyssey
30	Functionality to include inmates scheduled for an Odyssey civil/family administered case or juvenile delinquency/dependency hearing in the criminal prisoner BUL.	C	Customization included in interface with Odyssey.	Odyssey
31	Functionality to include with a defendant's local criminal history results, active/open Civil-DV injunctions/restraining orders, and any prior injunctions (DV or any other type) as maintained in the Odyssey Civil/Family case management system.	C	Requires interface with Odyssey CMS	Odyssey
32	Alert to ensure that once a case is closed/resolved and defendant had been under PTS or HA supervision, the PTS or HA orders are discharged and reflected under the case's dockets including a systematic alert to the MDCR PTS system.	C	Functionality included but requires an interface with the PTS system	PTS
33	Functionality to automatically revoke the defendants PTS/HA release status if a warrant or alias capias is issued and provide MDCR staff with applicable notification including via the MDCR PTS system.	C	Functionality included with interface with PTS system	PTS
34	Functionality to track the State Attorney's filing decision on a case as captured in the SAO Case management system.	C	Functionality included in interface with SAO system. See Project Plan for estimated interface development timelines.	SAO
35	Functionality to maintain all the subpoena related information including victim/witness designation codes, secretary name and phone codes, special instruction codes, trial unit codes etc. including those issued via the SAO Case Management System.	C	Functionality included in interface with SAO CMS. See Project Plan for estimated integration timelines	SAO
36	Functionality that provides the entry and management of general victim/witness information within a case. Victim/witness data may be received electronically from SAO and PDO case management systems. Entry and access of witnesses and their information would be restricted to system users with the proper security privilege.	C	Functionality included with SAO and PDO system interfaces.	SAO/PDO
37	Functionality to include notification on cases set on hearing calendars where evidence is or has undergone crime lab analysis as maintained in MDPD's LIMS. The tracking of evidence, at a case level, that is/has undergone crime lab analysis for cost recovery purposes and STARLIMS integration is encompassed within this specification.	C	Customization included in interface with STARLIMS	SARLIMS
38	Functionality to administer and manage the remission of forfeited surety of bonds via SBT application.	C	Functionality Included with SBT interface. See Project Plan for estimated interface timelines.	SBT

39	Functionality to administer and manage the refund of cash based bonds via the SBT system.	C	Included with SBT interface. See Project Plan for estimated interface timelines.	SBT
40	Functionality that administers victim payments based upon the successfully application/clearing of defendant restitution payments and subsequent approval by authorized finance users. Check processing of victim payments are performed through the COC SBT Accounts Payable system.	C	Functionality included in interface with SBT system. See project plan for interface development timelines	SBT
41	Functionality to include traffic related bench warrant charges on all criminal calendars as maintained in TIS.	C	Customization included in interface with TIS	TIS
42	Functionality to capture traffic related bench warrants as issued via the TIS.	C	Functionality included in interface with TIS. See project plan estimated timelines on interface developments.	TIS
43	Functionality to incorporate within a person's criminal history prior's check, active traffic case and bench warrants maintained in the TIS, associated to the subject in question, if traffic case/BW has been definitively been linked.	C	Functionality included in interface with TIS	TIS

Attachment 3

Attachment 3 – Technical Specifications Matrix

The System shall provide the functionalities outlined in the matrix below. The following response codes are utilized to clarify the level of effort required to meet the requirement:

“Y” – “Yes” - Functionality will be FULLY met without Customization. The Contractor shall provide subject matter expertise and services in order to configure the proposed CCMS to meet the function.

“C” – “Customization” - Functionality shall be accommodated through a Customization in the System. County requires all Customization to be completed prior to Go-Live so that adequate testing can be performed to validate the functionality.

Functionality which includes an “N” – “No” response code shall be considered to be outside of the scope of this Contract, unless otherwise mutually agreed by the parties in writing.

Acceptance Policy: The County is willing to make reasonable business process changes rather than expecting the System to conform to every aspect of current system/processes in order to provide functionality. Contractor acknowledges and agrees that the County shall not be considered unreasonable for withholding or failing to grant Acceptance of any functionality due to the following items:

- o Functionality fails to conform to any legislative mandates, including implementing/administrative orders
- o Manner in which functionality is delivered creates undue impact to operations (i.e. a significant increase in the number of steps required to complete a task)
- o Manner in which functionality is delivered results in a loss of functionality currently available in the legacy system which supports a business operation

Technical Specifications	Response	Detailed Explanation
1. DMS functionality supports the ability to systematically and manually redact sensitive data from captured forms (e.g. SSN). Redaction feature shall support ▪ Level 1 - The system reads the images and uses the knowledge base and artificial intelligence means to auto-redact suspect regions ▪ Level 2 - Redacted images are presented to a first reviewer to acceptor decline to redact selected data on the image. ▪ Automatic and On demand/manual methods.	Y	Benchmark includes manual redaction natively in the application. Any redaction will automatically create a second version of the document. The original, unredacted document will be preserved but access to it will be restricted. Auto redaction Level 1 & Level 2 will be accomplished through a pre-existing integration with one of Pioneer's third party redaction partners. Pioneer has included Extract Systems auto redaction tools as a part of this response. Level 1: Redaction rules will be specifically created for Miami-Dade and thoroughly tested against documents prior to implementation. The initial configuration is completed by the Pioneer team using a combination of machine learning and traditional capture techniques to deliver the highest possible accuracy from day one. Once deployed on-site the system will learn from user interaction as they add, modify, and delete redactions – the rules will continue to improve or change over time as your documents do. Level 2: A core capability of Extract's automated redaction software is to identify documents likely to contain sensitive information and categorize information as High Confidence, Medium Confidence or Low Confidence Data items or keyword clues. The confidence levels are based on a combination of machine learning and user defined criteria for when documents should be flagged for review. Often courts will automatically accept documents containing only high confidence data items and send medium and low confidence items into a queue for internal review, as well as other documents that have clues or a high likelihood of hard-to-find sensitive data. If desired, though, a reviewer can see each image processed and acceptor decline individually. ID Shield's web-based verification user interface is designed to make the redaction review process quick and easy. Users can access ID Shield using Chrome, Firefox, or Microsoft Edge. Screen Shots included in supplement. See Pioneer_Appendix B Requirements Notes.

2.	Functionality provided by redaction feature to auto redact based on the type of document and the coordinates or location on a page's images to improve auto redaction accuracy rates.	Y	Extract's redaction tool can auto redact documents based on a variety of criteria, including spatial locations. Automatically redacting by document type is certainly one of the ways to determine when to auto redact and when to send through to verification. This can be done as part of the initial configuration, or after the software is deployed on-site. A detailed analytics dashboard will be provided at delivery which will show overall accuracy, accuracy by field, and accuracy by document types which will allow Miami-Dade to see exactly how the software is performing at all times. Example: Assume there is a document that was configured to require verification prior to finalization at the time of deployment, Miami Dade's staff is reviewing that document and is never making changes to the redaction that the automated system has done. On-site machine learning can be configured to auto redact that document once a mutually agreed upon quantity was reviewed. This gives Miami Dade the tools needed to continue to increase efficiency.
3.	Redaction functionality that provides ability to refine and improve redaction accuracy performance through incident reporting (learning) with a desired accuracy rate of 99.97%.	Y	On-site machine learning will allow systems administrators to test and train redaction rules, and automatically improve capture after activating a field or document type based on user verification. The number of documents to be verified to sufficiently train the system will vary based on fields to be redacted and the overall complexity of the document. As users add, modify, and delete redactions, the on-site machine learning will continuously improve accuracy and refine the redaction rules for each document type. Administrators can set the machine learning frequency to update immediately, hourly, nightly, weekly, etc. Extract guarantees a post verification accuracy rate of 99% or higher at the time of delivery. On-site machine learning will increase automated accuracy rates and reduce manual efforts of Miami-Dade staff. Post verification accuracy rates will increase as well – the extent of the increase and whether 99.97% percent can be achieved will be dependent on the type of document, fields to be redacted, image quality, and amount of handwritten information.
4.	Functionality within redaction processing to support redaction document queues by document type with associated filtering and grouping capabilities.	Y	One of the first steps in the redaction process is to classify documents. Once classified, the documents will be routed to specific individuals or the system will perform a variety of conditional tasks based on document type. Miami-Dade will have the ability to set priorities within the redaction process. For example, day-forward redaction processing can be set as a normal priority while backfile (historical documents) processing can be set at below normal. On-demand processing can be set as high priority. This configuration would make sure important on-demand documents jump to the front of the queue, which will reduce the time people wait for their documents. This setup will

			allow processing of historical files whenever there are no day-forward records to be redacted. These file prioritizations could also be assigned by document type. When users queue files for set-up, they can prioritize the files as either: • Low • Below Normal • Normal • Above Normal • High
5.	Functionality within redaction providing for ad hoc reporting metrics on users, document queues, document types, performance metrics, error rates, etc.	Y	Extract provides an extensive number of standard reports that will meet most of the needs of Miami Dade County. In the event one of the standard reports does not satisfy a reporting requirement, the back-end SQL database contains information that can be queried to create many custom reports. These reports can be generated as needed or they can be set-up to automatically be emailed to users on a schedule. Today, most customers have transitioned from the traditional reports described above to the new analytics dashboards. Almost all reports can be easily accessed via the analytics module and allow real-time filtering. Miami Dade can analyze data any way they like to better understand the documents and how they are being handled. Screen shots have been provided as examples for the following most commonly used dashboards: 1. Full Project Summary - A full view of the number of documents, pages, and data broken down by doc type, fund data, and more. 2. Capture Rate Summary - provides a summary of Extract's automated capture rates across all documents that have been manually reviewed and updated by users. Accuracy is broken down by document type, field, and more. This allows both Miami-Dade and Extract to dig into the details of which documents and document types are resulting in the most manual effort by Miami-Dade staff, so it can be addressed with operational or technical changes. The reported accuracy is the software accuracy alone and is increased to 99% or higher by using a hybrid workflow and staff reviewing low and medium confidence items. If a QA workflow is implemented, it is easy to track the accuracy of users. The rate of QA can be dictated by specific users or groups of users, and this report can be critical for training of new employees. You can see the user-specific accuracy rates and can easily dive into the documents where they missed valuable information for a real time teaching moment.

Miami-Dade County, FL**ContractNo. RFP-01622**

6.	Functionality to comply with and utilize industry standards or governing policies from: ▪ National Center for State Courts ▪ Functional Standards for Case Management ▪ National Information Exchange Model (NIEM) ▪ Justice Information Exchange Model (JIEM) ▪ Global Reference Architecture (GRA) for data interoperability and information exchange.	Y	Pioneer uses the current standards that come out of all of these national organizations but is also an active participant in the discussions of new standards. Pioneer has team members that serve on committees for the National Center for State Courts Joint Technology Committee, as well as heavy involvement locally in Florida with FCTC. Pioneer takes the responsibility of being an innovator seriously and is always on the lookout for new trends and opportunities to add efficiency to customers.
7.	Functionality to add user defined, custom data fields or elements to user interface of the product(s).	Y	Administrators can easily modify data labels in the UI of Benchmark directly from the admin area. This functionality protects the data structure while providing each customer the ability to use their own naming conventions for fields. Benchmark also provides custom data tables that can be used by Miami-Dade for the addition of reference fields or elements. Pioneer will work with Miami-Dade on determining the best method of adding the elements they need.
8.	Functionality supporting the capture, use, and storage of PDF/A-2 or current standard for electronic images. PDF/A-2 is an ISO-standardized version of the Portable Document Format (PDF), specialized for use in the archiving and long-term preservation of electronic documents."	Y	This is Florida requirement for 2021. Pioneer is in the process of making the transition from tiff to PDF/A-2. This will be incorporated into Benchmark by Q2 of 2021.
9.	Functionality to provide a real-time, duplicate/mirrored copy of the primary database to support external application interoperability and reporting requirements.	Y	The Benchmark database can be set up to be mirrored for reporting and external application reading. Miami-Dade owns the data and will be managing the database. There is no additional licensing from Pioneer that Miami-Dade needs to consider.
10.	Functionality to facilitate court room operations under instances of network or system outages by having access to electronic case files on local courtroom workstations.	C	Benchmark has current functionality that allows Judges to store a local copy of the days docket and all associated cases and images in the event of a network outage. The current functionality is a read only tool and does not actively push information back to the server upon the restoration of connection. Pioneer understands the critical nature of the court and that a network outage should not stop the court from running. Pioneer will work with Miami-Dade County on the requirements of this customization and functionality will be available prior to go-live. The cost of this customization has been included in the provided pricing.
11.	Functionality to incorporate large volume, batch export of case/defendant data for external data sources and data warehouses.	Y	There are a variety of methods for data exports in Benchmark. Large bulk exports are typically set up using scheduled SQL jobs or they leverage one of Pioneer's web service integrations. Miami-Dade can also allow authenticated users to pull data as needed from the web. The self service

Miami-Dade County, FL**Contract No. RFP-01622**

				solution gives Miami-Dade control over what data is accessible without having to manage the requests.
12.	Functionality to provide the capability to retransmit data interface files upon a system failure, both manually retransmit and automated, scheduled retransmit.		Y	Most interfaces are built to require confirmation successful delivery. If there were a system failure on either end the data would be resent (manually or automatically)
13.	Functionality to update case/defendant information via a batch mode from external agencies using data files. For example, updating defendant State ID (SID) numbers received from FDLE via periodic file or Florida State Family Network (FSFNID) received from DCF via periodic file.		Y	Benchmark has the ability to import batch files as needed directly through the UI. These imports can be set up to trigger a review of the data prior to update or apply lights out
14.	Functionality for authorized system interfaces to perform real time updates to court case justice data via web service technology or similar methodology. For example SAO application to update the assigned assistant state attorney for a case.		Y	Benchmark will have many web services for the Miami-Dade implementation, some of these web services will be set up to provide real time updates.
15.	Functionality to facilitate data sharing with interfaces through use of automated push and pull technology as deemed appropriate. System shall be designed to allow for simple two-way sharing of data with other external applications compatible with SOA employing SOAP and RESTful web services through the utilization of an application specific API.		Y	Pioneer understands that the CMS is only one part of Miami-Dade's court process and stands ready to be a good partner by working well with all the other stakeholders on required integrations. Benchmark is extremely configurable and therefore can allow for data sharing as required by Miami-Dade's business rules.
16.	Functionality to have the ability to exchange information with systems (internal and external to the court) utilizing standard protocols (i.e., APIs, FTPS (Mainframe), SFTP, HTTP, HTTPS, ML, SOAP, REST) and utilizing standard formats, i.e., CSV, XML, text		Y	Pioneer will evaluate each integration and make recommendations on the best format and protocols. SOAP and REST services are the most common for Pioneer but the team is agile and Benchmark is flexible in its ability to exchange information
17.	Functionality to facilitate interfacing by providing custom APIs, if necessary, to provide external applications with query and update access to all relevant CCMS data. API's shall also incorporate the consumption and return of requests for data/information by external applications.		Y	Pioneer can provide custom APIs as needed for external applications where existing integrations services don't fit.
18.	Functionality to easily and systematically extract any system code table (e.g. Statute table) on demand or on a periodic schedule. Feature shall provide for ability to filter on selected desired data fields to include with the extract. Extract should be made available via multiple electronic formats.		Y	Code tables can easily be extracted as CSV or excel data files or viewed as a list which would allow for sorting and taking other action prior to export
19.	Functionality that incorporates the use of code tables and user definable values for data entry fields, both native to the product and user defined, to facilitate data entry by systematically filtering and displaying relevant codes or values based on user keystrokes and enhance data integrity. Code tables shall be expandable and allow for the addition of new entries.		Y	Code tables can be user defined and are dynamic based on business rules and where the user is in the system. Code fields can be locked down to ensure data integrity or open to allow for user flexibility. Code tables can be converted over from the legacy system. All code tables are easily managed through the Administrative tools in Benchmark.

Miami-Dade County, FL**ContractNo. RFP-01622**

20.	Functionality that provides authorized system administrators the ability to modify code tables and code lists dynamically without interrupting operations (E.g., without requiring the users to log off or reboot the workstation). Code tables shall be expandable and allow for the addition of new entries.	C	There is a one click re-log button that the user can click for code table changes to take effect.
21.	Functionality to provide graphical user interfaces that employ entry tools such as tool tips, default values, check boxes, radio buttons, pick lists and context sensitive right-click menus.	Y	Benchmark was built on graphical user interfaces; these configurable screens incorporate a variety of the entry tools mentioned.
22.	Functionality providing intuitive, easy to use screen navigation, perhaps through the use of hyperlinks, tabs, and/or hierarchical tree access. Enhanced navigation of a case and all its associated information includes dockets, victims/witness, warrants, bonds/releases, booking information etc.	Y	Benchmark navigational functionality includes the use of tabs, functional and navigational icons, menus, drop downs, tool tips, "type ahead", cut and paste, codes and customizable lookups.
23.	Functionality to provide user error messages that communicate a clear explanation of the error, identify the source/location of the error and recommendations as to what a user can do to remedy/correct the error.	Y	Benchmark's error messaging provides a detailed description of what went wrong. These messages are logged and can automatically be sent to the Pioneer support team.
24.	Functionality to provide a comprehensive customizable online context-sensitive help function that can be accessed both from the function in question and independently from a menu.	N	Benchmark includes a searchable Benchmark user guide which is updated with each new release. The user guide can be customized to include Miami-Dade's specific business processes. Currently the help is not context sensitive but the searchable document is available in all screens of the system.
25.	Functionality to conduct data sharing with MS Office tools such as Word or Excel, including the functionality to extract data to MS Office applications or Adobe Acrobat.	Y	Benchmark has a flexible import and export function. This function includes the ability to import or export excel files. Benchmark also leverages word forms and templates to provide users the ability to create or customize forms.
26.	Functionality to validate the signature of digitally signed protected PDFs to ensure the original document is not altered.	Y	This will be incorporated into the PDF/A initiative that will be released in the first half of 2021 and shall be provided prior to Go-Live.
27.	Functionality within the data reporting engine providing the ability to schedule the generation of reports, calendars, notices, data file extracts, etc. at pre-determined date/time intervals.	Y	Scheduling of reports can currently be accomplished using 3rd party tools. Scheduling the generation of reports, calendars, notices, data files, etc., can be added to Pioneer's roadmap for Miami-Dade County.
28.	Functionality to automatically disseminate scheduled reports via email to individuals or groups as attachments or via a hyperlink, and to a SharePoint site.	Y	Reports can be scheduled using 3rd party tools as mentioned above. The ability to automatically disseminate the scheduled reports will be a part of the automated report generation customization.
29.	Functionality to support user driven reporting using 3 rd party tools such as Cognos or Microsoft SQL Server Reporting Services. Proposer shall provide a solution data model as a reference to accommodate this functionality.	Y	Reports can be created using SQL server reporting or Crystal Reports

30.	Functionality to support the creation and maintenance of reporting dashboards to render key metrics/key performance indicators (KPI).	Y	The dashboard's in Benchmark are driven by the Benchmark case lists. This makes the Dashboard extremely configurable. Provided the data needed to compute the KPI resides in Benchmark the reporting is limitless
31.	Functionality that provides an open data model allowing MDC to build a data warehouse to support Business Intelligence (BI) reporting and data analytics.	Y	Benchmark is using a standard SQL database with logical data tables and naming conventions. This will allow MDC to use any SQL compatible BI tools. Pioneer also offers an enterprise Business Intelligence reporting tool that can be integrated into multiple County systems, Court, Finance, Recording, etc. Intelligence Center is a completely different product than Benchmark but is available as a future option.
32.	Functionality providing a method by which logical record sets (associated records across multiple tables) are archived and purged from the production database.	Y	Benchmark has integrated and configurable records retention schedules. Once records meet the retention period they will be queued up for review and then can be purged. This is designed to be a multi-step process to protect the Court's records.
33.	Functionality providing for a systematic mechanism to retrieve case data/documents from the archived database to the active production database. Feature shall be incorporated with retrieval of cases when automatic payment/ refund processing is involved. For example, if a payment is received for an archived case, the case would be unarchived and payments applied accordingly.	Y	Pioneer does not recommend archiving off a database with inactive cases. Those cases should all reside in Benchmark and can be marked inactive or hidden from public view. If a payment is received on a historical case it can be processed using the same workflow as current active cases.
34.	Functionality providing a mechanism to enable reporting capability against possible archived court case data. Archived cases shall retain all case information including associated dockets and provide a simple means to access archived cases and their data.	Y	Provided the archived case source data is complete the archived case data will have the same reporting capabilities as current data provide the data
35.	Functionality to provide the ability to use ETL tools.	Y	Benchmark data is stored in SQL with logical and friendly table naming conventions making the use of ETL tools straight forward.
36.	Functionality to securely accept input from bar code readers, card swipe devices, touch screens monitors, point and click devices, key boards, etc.	Y	Benchmark will securely accept inputs from these devices.
37.	Functionality providing the ability to query the application's database real time and create extract files of the selected data. Extract should be made available via multiple electronic formats (e.g. Excel, PDF, XML, etc.).	Y	Benchmark's case lists are queries within the UI. In the admin menu users with the appropriate rights can create new queries real-time and add them to the Benchmark case list menu. Case lists can be exported in stand electronic formats.
38.	Functionality to support the generation and printing of bar/QR codes and related information (e.g. Case number) on documents, reports, notices, etc. as determined by the user.	Y	Case labels can be configured to automatically printed out at case creation or manual printed at anytime from the case print menu. These labels are all configurable.

39.	Functionality to have the ability to hide or mask selected fields or part of confidential fields from viewing or printing based user security role.	Y	Benchmark offers robust security settings in the administrative menu under User Permissions. Specific fields can also be manually masked from within a docket for the one off situations.
40.	Functionality to incorporate "effective dates" within code table administration (e.g. statutes, fee assessments, etc.).	Y	The code tables have effective dates where they are normally required on statutes and fees. These can be easily managed from the admin menu.
41.	Ability to create macros within the System.	Y	Benchmark's list workflows also can incorporate 'list actions' or macros. These list actions allow for multistep processing or workflows of cases saving users significant time. These list actions are set up in the admin menu.
42.	Spell check functionality on all free form text entry fields.	Y	Spell check is included in Benchmark and can be turned on or off by an administrator.
43.	Functionality that alerts when email delivery of a notice is unsuccessful.	C	Pioneer will work with Miami-Dade County to establish a method for monitoring and capturing unsuccessful email deliveries through their SMTP server. Unsuccessful email deliveries can be provided to users via a case list feature or via a report. Actions can be established to deactivate or purge invalid email addresses.
44.	Functionality that clearly distinguishes when the application running is the test environment as opposed to the production environment	Y	The test environment can be set to display a test logo on the screen and clearly show the data connection at the top of the screen.
45.	Functionality providing cross Browser compatibility including Chrome, Firefox, Internet Explorer, Edge, Safari.	Y	Benchmark's web component is browser agnostic.
46.	System is and shall remain compliant with all applicable provisions of the Americans with Disabilities Act	C	Benchmark is currently undergoing a compliance audit and shall meet this requirement prior to Go-Live.
Security			
47.	Functionality with the minimum technical requirements to ensure the security of CCMS data: - Encryption – which protects the integrity of sensitive personal information and prevents exposure to potential security risks (minimum AES 256 bit). - No cut and paste of workable links of any component of a document - Hyperlinks must not include authentication credentials. - No access to live data; replicated records shall be used for public access. - Authenticated access.	Y	Benchmark meets these minimum requirements.

	Monitor robotic searches, screen scraping and bulk data transfers to identify and mitigate abuses of the system by utilizing access programs using automated method			
48.	Comprehensive, configurable system-wide security model designed for controlling access to the system and restricting entry/update/delete/browse of case, and subject information to authorized users, to include sensitive Juvenile information. Configurable security model should allow the means to secure information at the data element and document (confidential/non-confidential) level.	Y	Benchmark includes granular security settings that can be controlled by an administrator.	
49.	Functionality providing for the administration of system users accounts. Account management functionality shall include the identification of account types (i.e., individual, group, and system), establishment of conditions for group membership, and assignment of associated authorizations. The system shall provide for the management of roles with associated access rights/privileges that may be granted to a user account to explicitly control access control policies by case type and enforce need to know based on their duties. Reference APPENDIX D-Access Security Matrix for state guidelines governing access to electronic court records based upon user roles and applicable rules.	Y	Rights and roles can be configured to meet the needs of Miami-Dade County.	
50.	Functionality providing the ability to delegate security administration so that external justice partners and external users of the system can administer users and groups for their respective organizations.	C	This is part of the security matrix and will allow a gatekeeper for creating users for the respective agencies.	
51.	Security model incorporates the use of field level security to effectively delineate data access as allocated through the use of security roles and associated privileges.	Y	Benchmark includes granular field level security settings that can be controlled by an administrator.	
52.	Functionality to provide security access to documents within an ECF by document type to specific participant/role types/agency.	Y	Access to these documents will be controlled via Benchmark administrative tools.	
53.	Functionality to have the ability to create public or generic user accounts with limited/view access to the system.	Y	Benchmark includes granular security settings that can be controlled by an administrator. This includes the creation of public or limited access accounts.	
54.	Functionality securing restricting/granting access to user entered notes on a case by user account or group membership	Y	Notes have a variety of security settings including sharing with individuals, groups or no one.	
55.	Functionality to access and browse a comprehensive audit history of all revisions within a case as follows: - Ability to printout the audit history, view it online, or extract the audit history to an electronic file (e.g. Excel spreadsheet). - Maintain a minimum of the date/time the transaction (view, add, delete, modify) occurred, the ID and IP address of the user or system performing	Y	Benchmark maintains a granular audit for every change in the system. This audit can be viewed on screen but can also be exported or printed in various report formats.	

	the revision or query, as well as a before and after image of the transaction's data. - Ability to easily navigate, sort on any relevant data columns, and filter the audit history as desired by the user. - Access to a case's audit history will be restricted to authorized users.			
56.	Functionality allowing users to open multiple sessions simultaneously. Feature shall provide a configurable, mechanism to limit/cap the number of simultaneous sessions a user can open.	C		Benchmark currently allows users to open multiple sessions. Limiting these sessions will be a customization but is included in the pricing for Miami-Dade.
57.	Provide necessary security to fulfill FBI's "Advanced Authentication", or multi-factor authentication requirement for login. Feature shall authenticate users and verify their role and associated access levels, as well as, provide information to verify their identity.	C		Enhanced security controls are under development and will be available prior to Miami-Dade going live. This is a customization but it is included in the pricing provided.
58.	Functionality to provide the ability to integrate biometric security devices for authentication and authorization purposes.	C		Enhanced security controls are under development and will be available prior to Miami-Dade going live. This is a customization but it is included in the pricing provided.
59.	System designed such that users are associated to user groups/roles and user groups then associated to specific privileges.	Y		Yes, this is how Benchmark works.
60.	Mandatory field population is controlled at front-end and database level	Y		This is controlled from the front end as well as through the services that stand in between the database and whomever wants to push/pull data to or from it. Any data coming into the database would come in through an integration service so the rules would be able to be enforced.
61.	Data types are enforced at the database level and at the front-end.	Y		This is controlled from the front end as well as through the services that stand in between the database and whomever wants to push/pull data to or from it. Any data coming into the database would come in through an integration service so the rules would be able to be enforced.
62.	Batch processing failures are automatically detected and systematic notifications disseminated.	Y		Yes, Benchmark can detect these failures and send notifications.
63.	System help to prevent erroneous transactions (e.g., confirmation screens, 2nd person verifications).	Y		Confirmation pop ups can be configured for several areas of Benchmark, the same is true for multiple user validation. Ex. If using Benchmark to cut checks one user can be required to approve the funds while a second user must approve the actual printing of the checks.
64.	System provides legal or regulatory responsibilities to safeguard the data (Criminal Justice Information System Policy (CJIS Policy), Personally Identifiable Information (PII), SOX, HIPPA and Payment Card Industry (PCI) requirements). If so, Explain in the comments column which regulations and why.	Y		Benchmark provides a high level of security for data. Including the advanced security of surface area reduction, data encryption, native encryption, authentication, granular permissions, and user and schema separations.

65.	All successful user actions that would be necessary for an after-the-fact investigation are recorded in the audit trail. (e.g. record creation/deletion/update/view/queries/reports run/generated)	Y	All actions taken, by who, and when are recorded in the audit. This includes what the record was prior to the change.
66.	All successful administrator actions that would be necessary for an after-the-fact investigation are recorded in the audit trail.	Y	All actions taken, by who, and when are recorded in the audit. This includes what the record was prior to the change.
67.	Functionality to provide comprehensive auditing at several levels including: - All User or system authentications (successful and failed) - User account password revisions (successful and failed) - Any and all user/system updates to application data including those performed directly on the database outside the application - Any and all revisions to user accounts and their associated roles and privileges - Queries performed by users - Reports generated by users - Access or modifications to an audit log (successful or failed) - Transaction types among agency systems - Track who viewed documents	Y	Benchmark provides for comprehensive audit tools for all activity that occurs within the application. Access to the database directly can be monitored and audited using functionality provided by Microsoft SQL Server
68.	For each audited event, the audit trail contains information sufficient for post-event investigation (at a minimum: Date and time of event, User ID, IP address, Type of event, Outcome of event/ Success/Failure Indicator).	Y	All of this information is included in the audit
69.	The audit log is protected from unauthorized access (i.e. logs are simultaneously sent to a logging server in addition to being maintained locally)	Y	Users must have permissions to access the audit records. The audit records are sent to the server and are protected from users' access.
70.	Audit log files are kept for a minimum of 75 years from case closure.	Y	The length of retention on the audit logs is up to Miami-Dade County. They can be kept for 75 years from case closure.
71.	Functionality to send the System's logs to an event manager, i.e. SIEM preferably through the use of a CFS service	C	A web service can be built to send system logs to an event manager
72.	Functionality providing the ability to secure at a database level by role and row.	Y	Benchmark provides for granular level security controls. These include restricting access to specific data tables and data rows in the Benchmark database.
73.	Functionality to display an approved system use notification message before granting access informing potential users of various usages and monitoring rules.	C	Benchmark does not currently have the ability to add a notification message at login. This functionality will be added.
74.	Functionality to uniquely identify each user.	Y	Each user will have their own credentials and a unique Party Identification Number (PIN) allowing Benchmark to log all activity for each user.

75.	System provides integration with Microsoft Active Directory or Azure Active Directory for user authentication of Internal users. (ADFS, FIM, MIM)	Y	Benchmark Client supports Microsoft Active Directory for authentication of internal users
76.	System can be installed and maintained in accordance to the Microsoft Active Directory administrative tier model. https://docs.microsoft.com/en-us/windows-server/identity/securing-privileged-access/securing-privileged-access-reference-material	Y	End user authentication to the Database can be performed through Windows pass-through authentication or SQL server accounts. Access into the Benchmark application can be achieved by Windows pass through authentication or local Benchmark user accounts.
77.	System can be installed and maintained in accordance to the principle of least privilege for LINUX/UNIX/AIX/Windows operating systems.	Y	Functionality is included
78.	System can be installed and maintained in accordance to the principle of least privilege for Database systems.	Y	Least privilege principles are respected.
79.	Is the System able to authenticate against multiple, different Active Directories (e.g. MDC, SAO, AOC, PDO),	Y	Benchmark Client supports authentication through multiple Microsoft Active Director
80.	System uniquely identifies each process (system) account	Y	Benchmark has unique identifiers for each account
81.	Default system accounts are either disabled or capable of being renamed. (e.g. administrator/admin, guest)	Y	Default system accounts can be named as admin or guest accounts.
82.	System supports scheduled password rotation of process (system, service) accounts.	C	Enhanced security controls are under development and will be available prior to Miami-Dade going live.
83.	User Accounts are automatically disabled after a configurable period of inactivity (e.g. 90 days).	C	Enhanced security controls are under development and will be available prior to Miami-Dade going live.
84.	System utilizes account passwords for authentication with support for Multi-Factor Authentication	C	Enhanced security controls are under development and will be available prior to Miami-Dade going live. This is a customization but it is included in the pricing provided.
85.	Does the System provide Account Password complexity that is configurable to allow for a minimum of 12 characters comprised of upper and lower alpha, numeric and special characters (e.g. !, @, #, \$, %, &, *)	C	Benchmark currently accommodates for the requirement of number of characters and the inclusion of special characters. Upper and lower case characters can be added as a part of the enhanced security controls.
86.	Passwords are suppressed (notechoed back) when entered by users.	Y	Passwords are suppressed when entered by a user.
87.	System supports Multi-Factor Authentication (MFA)	C	Customization needed for multi-factor authentication.
88.	Passwords stored by the system are encrypted with a minimum of AES 256-bit encryption	C	Enhanced security controls are under development and will be available prior to Miami-Dade going live. This is a customization but it is included in the pricing provided.

89.	User login credentials (user account/password) are encrypted in transmission with a minimum of AES 256-bit encryption	C	Enhanced security controls are under development and will be available prior to Miami-Dade going live. This is a customization but it is included in the pricing provided.
90.	System supports implementation of configurable password aging (e.g. passwords expire every 90 days)	Y	Benchmark passwords can be configured to expire in 90 days or any other amount of time.
91.	System supports password history functionality whereby password re-use is prohibited for a configurable number of prior passwords 10 or more.	Y	The number of previous prohibited re-use passwords is configurable by the court
92.	System supports administrative passwords that expire every 30 days.	Y	Benchmark passwords can be configured to expire in 30 days or any other amount of time.
93.	Administrative accounts have the capability of resetting passwords.	Y	Administrators with appropriate rights can reset passwords.
94.	System provides user self-service password reset functionality utilizing a challenge and response authentication.	C	Enhanced security controls are under development and will be available prior to Miami-Dade going live.
95.	System supports self-service challenge and response comprised of a configurable number of random challenge questions which when answered correctly will enable the user's password to be reset. Responses must be stored with a minimum of AES 256 bit encryption.	C	Enhanced security controls are under development and will be available prior to Miami-Dade going live.
96.	~~System supports self-service password reset presenting users with a configurable number of random challenge questions which when answered correctly will enable the password to be reset.~~	~~C~~	~~Enhanced security controls are under development and will be available prior to Miami-Dade going live.~~
97.	System supports the ability to limit unsuccessful login attempts to 5. If the number of unsuccessful login attempts is exceeded, system locks out or disables user account.	C	Enhanced security controls are under development and will be available prior to Miami-Dade going live.
98.	System supports limiting concurrent user sessions to 1 by default. Number of concurrent user sessions may be configurable by administrators.	C	Enhanced security controls are under development and will be available prior to Miami-Dade going live.
99.	System supports administrative capability to lock or disable accounts whenever necessary.	Y	Administrators can disable user accounts at any time from the security tab for that user.
100.	System supports the display of a configurable warning, pre-login banner during System login indicating that unauthorized access is prohibited.	C	Pioneer will add functionality for a customizable login screen to display this information.
101.	System supports the ability to manage users based on group membership. (role-based privileges) in addition to assigning/revoking specific user-based privileges	Y	Benchmark's role based security allows administrative users to add, modify, or delete user access rights associated with each role.
102.	System provides tools and reporting to enumerate user rights/privileges, group membership, access to locations/functions or user profiles	Y	Configurable rights and roles reports are available within Benchmark.

103	System provides audit logging capability which captures successful logins, unsuccessful logins, records viewed, printed, added, deleted or modified and have the capability to retain logs for a period of 5 years plus current	Y	Audit logs capture all this information, the amount of time for retention is a business decision for Miami-Dade. Benchmark will accommodate permanent retention. Pioneer would recommend migrating the audit data tables off the production server for extended retentions schedules.
104	System supports audit logging that captures date and time, user account, source IP address, audit event and success or failure of event	Y	Benchmark's audit captures all of this information but instead of IP the computer name is captured. For external connections the service logs will capture the IP.
105	System supports the ability to prohibit administrators from disabling the audit mechanism.	Y	The audit cannot be disabled by an administrator.
106	System ensures the audit log is protected from unauthorized access. (i.e. logs are capable of simultaneously being sent to a logging server or SIEM in addition to being maintained locally)	Y	Users must have permissions to access the audit records. The audit records are sent to the server and are protected from users' access.
107	System supports functionality that prevents users or administrators from editing the audit log. (modifying, deleting or adding log entries)	Y	Audit logs can not be modified.
108	System supports software version controls to prevent outdated versions of software access to DBMS.	Y	Benchmark supports version controls.
109	System provides functionality providing the generation of outbound communications. Explain what data is contained in said messages (e.g. email alerts, automated reports, SNMP traps).	Y	Benchmark allows the configuration of several types of outbound communications including email, text, IVR (Robo Calls) or just a task that displays on the users' web access portal. The data contained in these communications is configurable by the Court.
110	System provides functionality from the client to the back-end application layer security.	Y	Benchmark integrated security provides for this.
111	System supports referential integrity enforced by the RDBMS if the System's database is relational.	Y	Benchmark integrated security provides for this.
112	System supports the ability prohibiting users, developers, DBA's or system administrators from making changes to posted, completed or closed transaction records.	Y	Direct access to the database is controlled but Miami-Dade's IT team.
113	System supports the ability to rollback processes incorporated into the database for all critical transactions	Y	Database transactions that fail are automatically rolled back. If a transaction does commit, Benchmark has the audit table to go back to and recover the previous state of a record before the update.
114	The System supports the ability to encrypt sensitive data (data that falls under the scope of FSS 539.003 , C.J.S, PII, SOX, HIPPA, and PCI requirements) during transmission over the client's network (minimum AES 256-bit encryption)	C	This will be addressed in Benchmark's enhanced security controls which are under development and will be available prior to Miami-Dade going live.

Miami-Dade County, FL**ContractNo. RFP-01622**

115	The System supports the ability to encrypt sensitive information (data that falls under the scope of FSS 539.003 , C.JIS, PII, SOX, HIPPA, and PCI) which is vulnerable to unauthorized access, while in storage (minimum AES 256-bit encryption)	C	This will be addressed in Benchmark's enhanced security controls which are under development and will be available prior to Miami-Dade going live.
116	The System supports the ability to encrypt sensitive information (data that falls under the scope of FSS 539.003 , C.JIS, PII, SOX, HIPPA and PCI) for transmission over external networks or connections. (minimum AES 256-bit encryption)	C	This will be addressed in Benchmark's enhanced security controls which are under development and will be available prior to Miami-Dade going live.
117	The System encrypts all sessions from initiation to termination using validated encryption ciphers (TLS 1.2 or higher)	C	This can be addressed in Benchmark's enhanced security development
118	The System must be regularly patched with appropriate OS/database/application security patches within 30 days of vendor release.	Y	Pioneer provides application security patches/service packs as needed in addition to the annual product release. Non-Critical patches will be available within 30 days of vendor release. It is the County's responsibility to perform updates to the OS and database.
119	The System must have "Critical" or highest severity security patches applied within 7 (seven) calendar days of release from vendor.	Y	Pioneer provides security patches/service packs as needed in addition to the annual product release. Critical patches will be available within 7 days of vendor release.
120	The System must be running on current supported release of OS/database/applications. End of Life (EOL) versions will be upgraded prior to end of vendor support date.	Y	Pioneer tests and certifies new OS/database/applications typically twice per year or sooner if requested by a customer.
121	The System must be scanned for Application vulnerabilities on a regular basis (monthly) using commercially available vulnerability scanners such as HP WebInspect, Veracode, or IBM AppScan, or comparable.	C	Pioneer is in the process of evaluating multiple tools for vulnerability scanning. Once selected Pioneer build regular vulnerability scanning into the Q/A process. Reports can be provided to customers. This process will be in place prior to Miami-Dade going live.
122	The System must support change control processes implemented to provide application vulnerability scanning (OWASP top 20) prior to production migration of any changes. All "Critical and Severe" vulnerabilities will be remediated prior to migration. Application vulnerability reports will be shared with the County.	C	Pioneer is in the process of evaluating multiple tools for vulnerability scanning. Once selected Pioneer build regular vulnerability scanning into the Q/A process. Reports can be provided to customers. This process will be in place prior to Miami-Dade going live.
Public Access			
123	Functionality that provides an accessible, web-based public facing module thereby delivering public availability to case, docket history, and defendant information, to include document images from ECF with redaction, when applicable, as deemed legal by Florida statute and Florida Supreme Court AOSC18-16 Standards For Access To Electronic Court Records regarding access to electronic court records. Feature shall provide the ability to find cases using numerical based searches (jail number, case number), as well as, name, race, sex, DOB query searches.	Y	Benchmark includes a robust and configurable web based public portal that provides for all search criteria listed and more. The access controls for Benchmark Web are all centralized within the client application to simplify the administrative load of managing access for both internal and external users.

Miami-Dade County, FL**ContractNo. RFP-01622**

124	Functionality that provides a manner for authorized legal staff (e.g. SAO/PDO attorneys, private attorneys) to securely access case information from outside the county network by means of a secure web-based solution (portal).	Y	Benchmark Web gives authorized legal staff access to secure information from anywhere that can access the web.
125	Functionality to support a public facing subscription/fee based service whereby authorized, registered users receive sanctioned court case and defendant information extracted periodically or on demand.	Y	Benchmark Web can be configured for subscription based or document based fees.
126	Functionality incorporating an option to charge a fee for accessing/viewing/printing documents, via the public facing web site feature. Option may entail an interface with the COC's billing systems. Billing feature shall include an option for providing a printed copy of a "Clerk Certified" document	Y	Benchmark Web can be configured for subscription based or document based fees. Additionally, Benchmark offers an option for self-service electronically certified copies. Self-service Electronic Certified copies are not included in the base product offering but functionality can be added at no cost to the court, the convenience fee would be paid by the public.
127	Functionality to configure the data fields and documents displayed on the public facing web site.	Y	The data and documents displayed on Benchmark Web can be configured.
128	Functionality to assign privacy designations based on case types, charges, etc. (public, VOR, sealed, etc.)	Y	Benchmark Web can handle privacy designations and is compliant with AOSC 19-20 and the current Access Security Matrix.
129	Functionality that provides access to CCMS information including session calendars via Android and iPhone based apps (preferably HTML 5 responsive). App shall also provide the ability to perform numerical based searches (jail number, case number), as well as, name, race, sex, DOB query searches.	Y	Benchmark Web provides for numerical based searches and allows users to 'subscribe' to the calendar feed to see the court calendar natively on device. Benchmark Web works on mobile devices but is in the process of undergoing designed changes for full mobile responsiveness.
130	Functionality incorporating a participant registration within the public facing web site feature to facilitate electronic dissemination of notifications, hearing setting, case updates, access to case documents, etc.	Y	Benchmark Web includes a tool that allows registered users to subscribe to cases. Once subscribed the user will receive a daily notification of any new filings or other configurable activity on that case. This notification is currently via email, but text notifications will be live later this year.
131	Feature shall integrate/comply with the County's Portal branding policies and standards.	Y	Pioneer understands this requirement and will work with Miami-Dade to meet their branding policies.
132	Functionality providing the ability to generate a listing of all open and/or closed cases by the attorney on record.	Y	Benchmark Web has a button for "My Open Cases" which shows all cases by logged in user but can also be filtered to show by other users.
MDC Environment			
133	System supports load balancing using NetScalers.	Y	Benchmark was designed to be adaptable and will work with environments of varying complexities and requirements. The configuration for the environment is driven by the SQL database and Miami-Dade's business and IT rules and requirements. Benchmark will support the use of NetScalers.
134	System supports HTTPS for secure transmissions.	Y	Benchmark will support the use of HTTPS.

135	System supports the ability to utilize the reverse proxy technique for communicating with Users on the Internet	Y	Benchmark supports reverse proxy for communications.
136	System supports the ability that all images and digital media are stored on the SAN and not be stored as objects in the database itself.	Y	Benchmark will support the storage of all images and digital being stored on the SAN and not in the database. This is the configuration Pioneer recommends.
137	System supports storing images on a non-dedicated file server.	Y	Benchmark will support the storage of images on a non-dedicated file server.
138	System supports Oracle 12c or SQL 2014 or higher.	Y	Benchmark supports SQL 2014 or higher.
139	System supports the ability to integrate, for message queuing, with third-party message queuing products (MQ Series) or provide its own proprietary message queue.	C	Pioneer will add this integration as a customization included in the provided Bid.
140	System supports the ability to cluster servers for the purpose of load-balancing and fault tolerance. Minimum requirements are outlined in Appendix A.	Y	Benchmark was designed to be adaptable and will work with environments of varying complexities and requirements. The configuration for the environment is driven by the SQL database and Miami-Dade's business and IT rules and requirements. Benchmark supports clustering of servers.
141	System supports the ability to provide set parameters for automated load-balancing.	Y	Benchmark supports use of third party load balancers.
142	System supports either hardware or software load-balancers.	Y	Benchmark supports use of third party hardware or software load balancers
143	System supports fault tolerance at the Web-server level.	Y	Supported with the use of appropriate 3rd party hardware and software.
144	System supports fault tolerance at the application-server level.	Y	The app server and the web server can be clustered.
145	System supports fault tolerance at the component level.	C	More information is needed on fault tolerance at the component level.
146	System supports redundancy/fault tolerance (automatic failover) features.	Y	Supported with the use of appropriate 3rd party hardware
147	System supports fault tolerance at the session level.	Y	Sessions can be stored in the database to support fault tolerance.
148	System supports the ability to cluster servers for the purpose of load-balancing and fault tolerance using NetScalers.	Y	Benchmark supports use of NetScalers and clustered servers.
149	The System supports 24/7 use with a goal of 99.982 percent high availability.	Y	Pioneer will provide Miami-Dade with training on Benchmark best practices that are applicable to their environment. Pioneer will provide maintenance scripts to ensure Miami-Dade is proactive in achieving the 99.982% uptime goal.
150	System supports response time as follows: - Application software requiring less than 50 reads should be 3 seconds or less 90% of the time. - Database response requiring less than 50 reads should be provided in less than 2 seconds 98% of the time.	Y	Response times are determined based on infrastructure setup.

	Network point to point packet response time is expected to be sub-second 90% of the time.			
151	System supports the ability to handle 5.1 million existing court cases and account for 10% growth per year for the next 10 years.	Y		Benchmark was designed to be adaptable and will work with environments of varying complexities and requirements. The configuration for the environments is driven by the SQL database and Miami-Dade's business and IT rules and requirements. Benchmark will accommodate this growth provided Miami-Dade allocates enough hardware resources. Pioneer will work with Miami-Dade on determining the correct amount of drive space for growth. .
152	System supports at a minimum 1500 simultaneous client connections and support peak usage of 200 routine transactions per second. System shall support minimum requirements for throughput, and shall be capable of scaling up in the event that throughputs are not being met	Y		Benchmark will accommodate this number of connections provided Miami-Dade allocates enough hardware resources.
153	System supports the ability to execute routine system transactions, including all user system activities/functions involved in adding, deleting or updating a record in less than one second	Y		Benchmark will accommodate this response time provided Miami-Dade allocates recommended hardware resources.
154	System supports the ability to return search results in less than 3 seconds for records based on criteria that does not include a unique search argument	Y		Benchmark will accommodate this response time provided Miami-Dade allocates recommended hardware resources.
155	System supports the functionality to configure and limit search results for extensive, broad inquiries, such as common names queries- i.e. Rodriguez, Perez, etc. to the first 1000 rows."	Y		This is configurable within the admin tools.
156	System supports routine maintenance operations which do not require taking the production environment down or having it unavailable.	Y		Pioneer always recommends performing systems maintenance after hours. Benchmark does not need to be taken down to perform system specific maintenance but is reliant on other hardware that will need to be maintained.
157	System supports the ability to reduce the overhead associated with connecting or instantiating new connections to system resources (pooling).	Y		Benchmark supports the ability to reduce overhead associated with new connections.
158	System supports the ability to take maximum advantage of a system's hardware through the effective use of multiple processors and running processing tasks in parallel (threading and processing).	Y		Benchmark supports multithreading and parallel.
159	System supports redundancy of application servers if the system requires an application server.	Y		Benchmark supports redundant application servers.
160	System supports the ability to provide set parameters for automated load-balancing.	Y		Incoming data transmissions can be load balanced.
161	System supports the ability to incur minimal impact on licensing when adding servers and / or cores/CPU's.	Y		Pioneer is providing a site license, no additional Benchmark licensing will be required for expansion.

162	System supports a shared-server environment (e.g., no restrictions on several applications or databases on the same server).	Y	Benchmark supports this configuration.
163	System supports reporting to verify that the system is meeting the internal County service-level agreements (e.g., overall service up-time, component-level failure, percentage of time fault tolerance is activated).	N	Access to the database directly can be monitored and audited using functionality provided by Microsoft SQL Server. This can also be supported using third party monitoring tools. Examples include SolarWinds DPA, ManageEngine EventLog Analyzer, and Idera.
164	System supports the ability to scale hardware platform and communication links responding to increased demand without fundamental architectural changes.	Y	Flexible scaling is supported.
165	System supports the ability to install the application and associated components within an N-Tier application architecture.	N	Benchmark architecture is not currently N-Tier.
166	System supports the ability to install and operate within both VMware virtualized infrastructure as well as on-virtualized physical infrastructure.	Y	Benchmark has been deployed in both of these environments.
167	System supports the ability to implement the system so that replication and synchronization of data can be executed in "real-time" between a primary and secondary system infrastructure.	Y	Benchmark does not have a restriction on real-time replication.
168	System supports the ability to conduct disk-to-disk based backups as the primary backup solution and disk-to-tape based backups as the secondary or off-site backup solution.	Y	Benchmark will support these backups.
169	System provides tools to monitor the CCMS system and database performance.	N	Access to the database directly can be monitored and audited using functionality provided by Microsoft SQL Server. This can also be supported using third party monitoring tools. Examples include SolarWinds DPA, ManageEngine EventLog Analyzer, and Idera.
170	System supports the ability to run the client side CCMS application (both web client and FAT client) on thin client workstations with minimal operating specifications and within a Citrix XenApp/XenDesktop environment.	C	Benchmark can be run using thin client but Pioneer wants to conduct more through testing prior to Miami-Dade using thin clients in production.

Attachment 4: Interface Development Matrix

Pioneer shall develop and provide the interfaces, including associated functionality, outlined in the matrix below.

Acceptance Policy: The County is willing to make reasonable business process changes rather than expecting the System to conform to every aspect of current system/processes in order to provide functionality. Contractor acknowledges and agrees that the County shall not be considered unreasonable for withholding or failing to grant Acceptance of any functionality due to the following items:

- Functionality fails to conform to any legislative mandates, including implementing/administrative orders
- Manner in which functionality is delivered creates undue impact to operations (i.e. a significant increase in the number of steps required to complete a task)
- Manner in which functionality is delivered results in a loss of functionality currently available in the legacy system which supports a business operation

	Application	Group	Agency Advisors	ITD Resource	TSD Resource	CITeS Resource	3rd party Vendor Resource	Pioneer Deliverable	Functionality
1	Criminal TCATS	State	N	Y	N	N	FCCC	Nightly scheduled export	Functionality to support an automated batch interface to TCATS.
2	CCIS & Failure To Pay module	State	N	Y	N	N	FCCC	CCIS batch export, CCIS push and pull services	Functionality to support an automated batch interface with the Florida Court Clerks and Comptrollers (FCCC)/TCATS Failure to Pay module. Interface should entail the following functions: ▪ Send defendant's eligibility for DL suspension by DHSMV for failing to pay outstanding court costs. (File of Driver License Fail to Pay Defendants for Felonies and Misdemeanors) ▪ Send notifications to DHSMV to clear DL suspension once court costs paid in full or defendant placed on payment plan, extension of stay due date, waiver of court costs, etc. or a judgment is set aside (hardship clearance). ▪ Send DL Revocation memos and subsequent email notification to DHSMV for convictions of applicable charges. ▪ Send traffic citations to be reported to (DHSMV).

Miami-Dade County, FL**Contract No. RFP-01622**

									▪ Re-submit a case via the Failure to Pay interface once a defendant's DL details have been revised/corrected. ▪ Send a daily file based interface of CCMS data to comply with current and future CCIS version reporting requirements. ▪ Send a real time update when a case is filed or updated at the local level including associated document images. ▪ Send on demand real time case/defendant/participant/warrant/dockets information upon requestor based on triggering events, including associated document images. ▪ Send a full database refresh or incremental refresh of selected data as requested by FCCC/CCIS. Reference link for further details: https://www.flclerks.com/page/CCISIKCCIS-Integration-Kit-for-Vendors.htm Reference link for further details: https://www.flhsmv.gov/courts/latestinfo/TCATS_ICD_6_0.pdf
3	OBTS	State	N	Y	N	N	OSCA	OBTS export	Functionality to support an automated batch interface to the OSCA's OBTS application. Interface should entail the following functions: ▪ Send relevant data supporting the 6 basic phases of a case: basic, initial, prosecutor, court, sentence, and post sentence/conviction relief. ▪ Send a periodic file based interface of CCMS data to comply with OBTS related current and future reporting requirements.

183

Miami-Dade County, FL

Contract No. RFP-01622

										- Send query parameters including Name Race, Sex, & DOB, DL # - Receive driver and vehicle information. - Incorporate driver info in local priors
7	VINE	State	N	Y	N	N	N	N	N	Fixed width file transfer via ftp Functionality to support a uni-directional file based interface with Appriss' VINE, victim notification network alerting case's victims/witnesses of a defendant's release or other change to the defendant's location or status. Interface should entail the following functions: Send case, defendant, witness/victim, hearing, and attorney information when defendant related triggering events occur including issuance of a warrant, case creation, etc. Reference Exhibit 16 for further details.
8	CCIS/TCATS/OBTS/SRS		N	Y	N	N	N	N	N	Functionality to support an automated batch interface to CCIS/TCATS/OBTS/SRS. Interface should entail the following functions: - Receive history of all CCIS/TCATS/OBTS/SRS/JUCR transmissions for auditing - Feature shall facilitate error processing for TCATS/CCIS/OBTS/SRS/JUCR case submission errors. Additional functional requirements from Appendix C for CCIS/TCATS/OBTS/SRS
9	Hydra	Attorney	SAO	Y	N	N	N	N	N	Functionality to support an interface with the SAO Case Management System supported via automated, real time, bi-directional (update) web services and FTP file based methods. Interface should entail the following functions: - Send/Receive selected case, defendant, trial, prosecutorial, bond/release, victim, witness data as data may be updated in either direction upon case CCMS updates. - Send/Receive subpoena related information. Real time Web Services

185

Miami-Dade County, FL**Contract No. RFP-01622**

100	10	defenderData System	Attorney	PDO	Y	N	N	JusticeWorks	Real time Web Services	Functionality to support automated, real time, bi-directional (update) web service XML based and csv file based interface with the PDO's Justice Works defenderData system. Interface should entail the following functions: ▪ Send selected case, charges, defendant/respondent, trial, prosecutorial, bond/release upon request from JWDS. ▪ Receive updates of the attorney on record from JWDS. ▪ Receive victim/witness information from JWDS. ▪ Send case settings of future hearings upon request from JWDS ▪ Send systematic notification when a case is scheduled for a future hearing upon request from the JWDS ▪ Systematic pull of all court hearing calendars and associated cases scheduled (including local priors) on demand from JWDS. Cases on calendar should be reflected in the order they were originally set ▪ Send systematic notification when a defendant/client is re-arrested on open cases upon request from the JWDS using CIN. ▪ Send Case, Booking, Bond, Charges, Court Events, Dependency, Felony Dockets, Judges, Juvenile Dockets, Misdemeanor Dockets, Person, Warrants upon request from JWDS. Note: Refer to Exhibit 35 for further details. Justice Works integration services support a variety of data formats such as xml data exchanged via web service and csv data exchanges via ftp to provide functional interfacing for:
-----	----	---------------------	----------	-----	---	---	---	--------------	------------------------	--

Miami-Dade County, FL**Contract No. RFP-01622**

											▪ Importing of data to create new cases in the database ▪ Updating of existing cases in the database including: ○ Client incarceration ○ Case closing ○ Calendaring
11	defenderDataSystem	Attorney	RC3	Y	N	N	N	JusticeWorks	Real time Web Services	Functionality to support automated, real time, bi-directional (update) web service XML based and/or csv file based interface with the 3rd District Regional Counsel (RC3) Justice Works' defenderData System. Interface should entail the following functions: ▪ Send selected case, charges, defendant/respondent, trial, prosecutorial, bond/release upon request from JWDS. ▪ Receive updates of the attorney on record from JWDS. ▪ Receive victim/witness information from JWDS. ▪ Send case settings of future hearings upon request from JWDS ▪ Send systematic notification when a case is scheduled for a future hearing upon request from the JWDS ▪ Systematic pull of all court hearing calendars and associated cases scheduled (including local priors) on demand from JWDS. Cases on calendar should be reflected in the order they were originally set ▪ Send systematic notification when a defendant/dient is re-arrested on open cases upon request from the JWDS using CIN. ▪ Send Case, Booking, Bond, Charges, Court Events, Dependency, Felony Dockets, Judges, Juvenile Dockets, Misdemeanor Dockets, Person, Warrants upon request from JWDS.	

Miami-Dade County, FL**Contract No. RFP-01622**

											Note: Refer to Exhibit35 for further details. Justice Works integration services support a variety of data formats such as xml data exchanged via web service and csv data exchanges via ftp. to provide functional interfacing for: ▪ Importing of data to create new cases in the database ▪ Updating of existing cases in the database including: ○ Client incarceration ○ Case closing Calendaring Functionality to support daily automated, uni-directional interface (update) with the Florida Bar Legal system. Interface should entail the following functions: ▪ Receive and update attorney information including eligibility status/legal standing and general contact information to maintain CCMS attorney data. Reference Exhibit21 for further details. Functionality to support an automated (query) web service based interface with the AOC's Drug Court case management system (FDCCMS). Interface should entail the following functions: ▪ Send scheduled hearings for all cases on demand. ▪ Send case and defendant information on demand. Reference Exhibit38 for further details. Functionality to support a real time, automated (query) web service-based interface with the AOC's Mental Health Administrative Office Case Management System. Interface should entail the following functions:

Miami-Dade County, FL**Contract No. RFP-01622**

										▪ Send hearing session calendars on demand to the AOC MH CMS ▪ Send comprehensive case and associated defendant information upon as requested by the AOC MH CMS. Reference Exhibit 29 for further details. Functionality to support a real-time interface (query) interface with the Mediation Case Management System (MCMS), used to manage the scheduling of mediation sessions at a case level. Interface shall provide: ▪ Send case information including all participants ordered for mediation, case dispositions, session ordered, etc. on demand Reference Exhibit 30 for further details.
15	Mediation Case Management System	Judicial	AOC	N	N	Y	N		Windows service or file transfer daily	Functionality providing postal address standardization and validation for case and defendant related addresses via a real time/ web service based interface with the County's GIS application. Feature shall capture and retain the MDC address grid for any situs address. ▪ Address validation would occur in real time web service, at the time of entry, for addresses that are entered directly by a user. ▪ Address validation for addresses carried over from external systems would occur in a batch mode service. ▪ Receive and store validated address information including X/Y coordinates, county grid, municipality, zip code, etc. at an address level. ▪ Functionality providing a work queue of invalid addresses captured via a batch mode. Refer to EXHIBIT 1 – MIAMI-DADE COUNTY TECHNOLOGY MODEL AND HOSTING REQUIREMENTS, for details on the County GIS infrastructure and interface details.
16	Geographic Information System (ArcGIS)	Internal County	N	Y	N	N	ESRI	Real time Web Services		

18	17	TIS /CWB	Internal County	Traffic CMS Division	N	Y	N	N	TBD - Numerous data exports/imports with mainframe, scheduled daily	Functionality to support an automated real time bi-directional interface with the County's Traffic case management system (TIS) and COC's SPIRIT system. Interface should entail the following functions: - Access/view all traffic related case documents and citations collected in the SPIRIT electronic case file (FileSystem). - Transfer of traffic case related document images to/from SPIRIT (e.g. a traffic to felony case consolidation) based on case events. - Send/receive traffic charge dispositions/case closures. - Receive criminal traffic citation and related documents. - Send felony case transfers (e.g. bind down) and all associated case information for new traffic case. - Send new criminal case number and associated citation information when a criminal case with associated traffic citations is transferred between criminal divisions (bound up or bound down). - Receive traffic case transfers (e.g. bind ups) and all associated case information for new felony/misdemeanor case. - Send/Receive traffic related bench warrants, cancelled traffic bench warrants, warrant served, and open traffic case information. - Receive traffic to felony case consolidation and systematically process the request, adding the appropriate charge to the criminal case. - Send law enforcement officer info and associated scheduling - Send judge information.
----	----	----------	-----------------	----------------------	---	---	---	---	---	---

Miami-Dade County, FL**Contract No. RFP-01622**

										▪ Send attorney information from attorney table. ▪ Send TIS/SPIRIT Motion/Report Codes ▪ Send Bondsman codes Reference Exhibit 12 for further details.
18	SPIRIT	Internal County	Traffic CMS Division	N	Y	N	N	Same as TIS	Same as above (functionality applies to SPIRIT and TIS)	
19	Miami-Dade Animal Cruelty Tracking System	Internal County	Animal Services Department	Y	N	N	N	Daily file transfer, fixed or delimited format undefined	Functionality to support an automated batch interface to the County's Animal Services Department, Animal Cruelty Tracking system. Interface should entail the following functions: ▪ Send case and defendant information upon case closure (e.g. within 3 years of closure for misdemeanors, 5 years for felony) and selected case updates for defendants convicted of select animal cruelty related charges. Reference Exhibit 18 for further details.	
20	Searer Business Technology Payables System (SBT)	COC	Clerk Finance	Y	Y	N	N	Fixed width file transfer processed daily	Functionality to support an automated real time bi-directional (update) interface with the SBT accounting system. Interface should entail the following functions: ▪ Send the issuance of victim payments via check disbursements. ▪ Receive check disbursement information (e.g. check #) for restitution payments and automatically adjust the victim's outstanding balance, systematically docket the transaction including the check no. and update the case's applicable information. ▪ Receive check disbursement information (e.g. check #) for case refund check issuance transactions, systematically docket the transaction including the check no. and update the case's financial balance and applicable information. ▪ Send on a periodic basis (e.g. monthly) journal entry postings of distributions including	

~~192~~

Miami-Dade County, FL**Contract No. RFP-01622**

										processing, and not an iNovah interface function. Reference Exhibit 6 for further details.
22	Aramark Inmate Financial System including the self-service Touch Pay system for bond payment.	Detention/Custody/Corrections	Corrections	Y	N	N				Functional automated interface to the Aramark through their sub-contractor GTL's self-service Touch Pay system for the validation of inmate's bond amount Query only interface between TouchPay & CCMS to validate whether the inmate is bondable and the total amount of the bond. The inmate's jail number would be used as the query parameter in order to perform the bond amount validation because one jail number could potentially have more than one open bondable case. Fixed width file transfer processed every 5 minutes Aramark
23	AFM	Arrest	Corrections/JSD	Y	N	N				Functionality to support an automated, real time, bi-directional (update) interface with the County's Automated Arrest Form (AFM) application. Interface should entail the following functions: - Send the court case number and any subsequent court case changes as a result of case creation, case consolidation/grouping, case transfers, or relevant case revisions as a systematic push. - Send open case/defendant information for warrant related arrests as validation of the open warrant. - Send defendant information to the AFM that have been placed on first appearance calendars to facilitate first appearance hearing tracking. - Send daily extract for defendants that did not attend any first appearance hearing (NO GOs) - Receive all new and revised AFM Arrest Affidavits, all AFM captured data (including human trafficking), and associated digital image Real time Web Services Kologic

194

~~195~~

										▪ this may include bonds and alternate release conditions such as PTS/TAP, etc. ▪ Send updated bond and release conditions to facilitate release process (e.g. bond creation/issuance) ▪ Send the defendant's pre-trial release info lieu of a standard bond per charge within a case including any Pre-Trial Services (PTS)/house arrest(HA) release orders, discharges, etc. ▪ Send relevant court case/defendant information including case closures, dispositions, filed or revised charges, sentencing, AKA, etc. for all new or modified cases. ▪ Send defendant case, open warrant information, or other holds placed by the court ▪ Send all cases that are released on PTS ▪ Send Seal/Expunge transactions at a case/person level. ▪ Send hearing calendar information for inmates that have scheduled hearings to compile, timely inmate bring up lists (BUL) of incarcerated/detained defendants in the custody of MDCR, grouped by judge/division. ▪ Receive unique inmate numerical identifiers (e.g. jail number). ▪ Receive booking information with defendant and charges information including arrest related DV case flag/indicator, facilitating automated court case creation ▪ Receive criminal traffic citations associated with criminal cases ▪ Receive bond, release (date/time) and release conditions information to include digital images upon defendant release (e.g. power of attorney,
--	--	--	--	--	--	--	--	--	--	---

Miami-Dade County, FL**Contract No. RFP-01622**

										surety bond, etc.) when a defendant is released. ▪ Receive the calculation of total days incarcerated, gain time for a convicted defendant for a case. ▪ Receive the calculation of a projected release date for a convicted defendant ▪ Receive serving of a warrant when the subject is booked/positively identified (PID). Refer to https://community.dynamics.com/crm/b/passiondynamics/posts/when-to-use-which-microsoft-dynamics-crm-web-service for information on Microsoft Dynamics CRM Web Service documentation.
26	JJIS	Detention/Custody/Corrections	DJJ	Y	N	N	N	N	Real time Web Services	Functionality to support an automated, real time, uni-directional (read only) interface with the DJJ's JJIS System without the retention of CJIS level data. Interface should entail the following functions: ▪ Query by Placement Date Range or DJJ ID. ▪ Access/view a juvenile's current custody status/detention location, home detention placement date (Placement history). ▪ Receive unique JJIS respondent numerical identifiers. ▪ Receive case's respondent's detention release date. ▪ Receive arrested juvenile delinquent DRAI score – Not available in the face sheet interface. Reference Exhibit 41 for a sample redacted Face sheet depicting the information that would be retrieved/accessed via a web service call.
27	CJIS PID	Internal County	MDPD	Y	N	N	N	N	Real time Web Services	Functionality to support an automated, bi-directional (query) interface to a countywide CJIS Positive

28	eSubpoena	Law Enforcement/M DPD	SAO	Y	N	N	N			Fixed width file transfer processed daily	Identification (PID) system. Interface should entail the following functions: ▪ Send case, charge, warrant and defendant information including any numerical identifiers (e.g. CIN, jail #). ▪ Receive defendant related information including personal numerical identifiers (e.g. Local ID/CIN, Jail # ~~EL-SID, FBI#~~), AKA names, etc. Functionality to support an automated bi-directional (update) interface to the County's law enforcement Electronic Subpoena system. Interface should entail the following functions: ▪ Send subpoena notification to enable the automatic creation/submission of subpoenas and notifications for law enforcement officers and related personnel when a case is set for trial. ▪ Receive new and updated law enforcement officer's information by name or partial name, agency, badge number or partial badge number. ▪ Receive any/all subpoenas and notices generated by the subpoena system regardless of requesting party. ▪ Send daily data extract of courtroom locations, future hearings, subpoenas, selected case data and status from CCMS. ▪ Send setting, cancellation or rescheduling of future hearings. ▪ Receive confirmation of LEO receipt of subpoena. ▪ Receive LEO work schedule information. ▪ Receive LEO receipt of subpoena and acknowledgment of the acceptance or rejection
----	-----------	--------------------------	-----	---	---	---	---	--	--	--	--

199

Miami-Dade County, FL**Contract No. RFP-01622**

										▪ Send court case, docket, future hearings, docket, warrant information queried by court case # ▪ Send Officer work schedules by badge or name ▪ Send case Information queried By Police Case # Reference Exhibit 14 for further details.
32	County Suite Sheriff	Law Enforcement/MDPD	MDPD	Y	N	N	N	Telesoft	MailTrack Windows Service	Functionality to support an automated bi-directional (update) interface with the MDPD Civil Process system (County Suite Sheriff), used to administer the serving of court ordered notices, summonses, subpoenas, etc. Interface should entail the following functions: ▪ Send, via electronic means (e.g. PDF/A), the initial transmission/dissemination of the court ordered document and the request to serve to the Sheriff. Note: Paper documents to serve would also be forwarded to the Sheriff. ▪ Send case information enabling pre-population of data (e.g. JSON) ▪ Receive an electronic Return of Service (ROS) image from the Sheriff, via the eFiling Portal, back into the CCMS with the results of the documents served. ▪ Receive actual party served as part of the electronic ROS Reference Exhibit 34 for further details.
33	STARLIMS	Law Enforcement/MDPD	MDPD	Y	N	N	N	N	Bi Directional	Functionality to support an automated, bi-directional interface with MDPD's STARLIMS application. Interface should entail the following functions: ▪ Send notification/case information upon court case closure. ▪ Send notification when evidence held by the COC is set/scheduled for disposal.

Miami-Dade County, FL**Contract No. RFP-01622**

										▪ Receive notice for cases where evidence is undergoing crime lab analysis for cost recovery tracking purposes. ▪ Send case, defendant, charge information ▪ Send notification on cases set on hearing calendars where there is evidence. ▪ Send notification on cases set on hearing calendars where evidence is or has undergone crime lab analysis. Reference Exhibit 17 for further details.
34	Odyssey Case Management System	COC	COC Civil	Y	Y	Y	Tyler	TBD - Integrate with Tyler API's	Functionality to support an automated real time bi-directional (update) interface functionality with the Odyssey Civil/Family system. Interface should entail the following functions: ▪ Send case information to facilitate civil case creation resulting from bond forfeiture including the transfer of recorded case digital and misc. bond related documents – Via eFiling Portal ▪ Receive the civil case number upon civil case creation ▪ Access/view a civil/family/ case including document images and CWA/DVW contained in the case's electronic case file. ▪ Send/Receive orders for civil set asides/discharges on forfeited bonds that have transitioned over to a civil matter. – Via eFiling Portal ▪ Link/associate criminal cases with civil/family cases involving the same defendant/respondent/minor/parent/custodian. ▪ Send criminal case information to facilitate appellate case creation including the transfer of recorded case digital documents ▪ Receive appellate case # and subsequent appellate results for the originating criminal case.	

Miami-Dade County, FL**Contract No. RFP-01622**

										- Receive civil case documents related to a criminal case. - Send open criminal warrants/pick up orders/writs. - Receive civil/family CWA and DVW, active/open Civil-DV injunctions/restraining orders, and any prior injunctions (DV or any other type) - Receive hearing dates for inmates on civil/family calendars. TSD-COC/AOC own the Odyssey API. Methodology would likely involve calling a TSD created stored procedure that would then call the Odyssey API. Involves a middleware layer built by TSD resources
35	RCIS	COC	Records Department	N	Y	N	N	N	Web Service	Functionality to support an automated bi-directional interface to Records Inventory System (RCIS), to track placement and location of case files at the COC warehouse and facilitate the on demand and systematic request of case files from the warehouse. - Send a request for a paper case file including the file's location from CCMS. - Generate and email a report for all cases requested by COC for a given day. - CCMS receive from RCIS electronic status of the physical file being sent to the requesting COC unit
36	NewVision Recording System	COC	Official Records Department	N	Y	N	N	N	Windows service	Functionality to support an automated bi-directional (update) interface following the guidelines established by the Clerk of Courts (COC) for the NewVision software used for electronic recording of official documents. Interface should entail the following functions: Send official document images in TIFF format with required filing information for official recording in NewVision.

Miami-Dade County, FL

Contract No. RFP-01622

										▪ On demand retrieval of "officially Recorded" document image from NewVision via web service for viewing. ▪ Receive official recording information and update appropriate docket with applicable instrument number, book, page, recording results, and recording reference number. ▪ Receive and create case dockets from NewVision recordings with applicable book and page ▪ Automatic docketing should also be included within this feature. ▪ Receive notification of systematic recordation system interface failure. ▪ Provide exception processing to handle eRecording errors Reference Exhibits 26 and 27 for further details.
36	AgileJury Administration System	COC	Jury Division	Y	Y	N	Avenue	Real time Web Services	TBD	Functionality to support an automated bi-directional (update) interface with Avenues' AgileJury Administration System. Interface should entail the following functions: • Send case information and jury trial information/data to AgileJury incorporating a queueing methodology on demand. This queueing methodology will provide Jury Operations Management the ability to approve/deny acceptance and/or update to the Jury system. • Receive initial petit jury list in the form of an editable document or data container for the clerk to annotate as needed. • Send a copy of the final petit jury list, as well as, a daily ongoing petit jury list in the form of a copy of the official edited document or updated data container. Note: the interface must provide an official electronic document image of the final petit jury list that is docketed and placed in the case's electronic case file.

Miami-Dade County, FL**Contract No. RFP-01622**

	PTS including Access based reporting sub-system	Detention/Custody/Corrections	Corrections	Y	N	N	N	Real time Web Services	Functionality to support an automated, real time, bi-directional (update) interface with PTS. Interface should entail the following functions: ▪ Send inmate associated release conditions in order to facilitate release. ▪ Send defendant Jail Numbers set for Bond Hearing, Domestic Violence, and Drug Court hearing calendars ▪ Send hearing calendars ▪ Send bondsmen information ▪ Send local criminal case history priors. ▪ Send PTS Inmate Alert Signals ▪ Send cases updates for PTS defendants with PTS/HA orders are discharged/revoked. ▪ Send all cases that are released on PTS ▪ Send case information when case updates occur for any PTS related defendant cases (e.g. case closure, case consolidation or case transfer). ▪ Send the court case number and any subsequent court case changes as a result of case creation, case closures, consolidation/grouping, or transfers (bind up / bind down) as a systematic push. ▪ Send notification revoking the defendant's PTS/HA release status if a warrant or alias capias is issued. ▪ Send/receive notification when defendant violates PTS/HA supervision. ▪ Send notification when a defendant is issued the alternate bond, thereby discharging them from PTS. ▪ Receive Defendant eligibility for PTS release. ▪ Access/view PTS Risk Assessment results. Reference Exhibit 13 for further details.
--	---	-------------------------------	-------------	---	---	---	---	------------------------	---

Miami-Dade County, FL**Contract No. RFP-01622**

38	SAO Datamart	Attorney	SAO	Y		N	N	Daily fixed width file transfer via ftp	Functionality to support an automated file based daily batch interface to the SAO's Datamart. Interface should entail the following functions: ▪ Send case and defendant information ▪ Send Witness data ▪ Send Officer Work Schedule Information ▪ Send Offense/Statute table information ▪ Send Judge information ▪ Send Dependency Case information ▪ Send Case Future hearing information ▪ Send Court cost information (assessed, paid, waived) Reference Exhibit 37 for further details.
39	AOC Datamart	Judicial	AOC	N		N	Y	Fixed width file transfer processed daily	Functionality to support an automated daily batch interface to the AOC Datamart. Interface should entail the following functions: ▪ Send case, charge/offense, dependency, future hearings, case cost, docket, disposition, attorney, municipality judge, motion, and defendant information ▪ Send Case and Session information for Arraignment Hearings ▪ Send Calendar File for hearings held in MDC Courtrooms Reference Exhibit 19 for further details.
40	COC Telephony IVR - An Interactive Voice Response application	COC	N	Y		Y	N	Real time Web Services	Functionality to support an automated, real time (query) interface with the COC's telephony IVR application that provides searches based on Case Number (Local/State). Interface should entail the following functions: ▪ Send case information, charges, financials and warrant related information. Reference link for further details: https://www.twilio.com/docs/voice/api

Miami-Dade County, FL

Contract No. RFP-01622

41	Court Online System (COC Portal for Public Access)	COC	N	Y	Y	N	N	Real time Web Services	Functionality to support an automated real time (query/update) interface with the COC's portal/public facing Criminal Online search web site. Interface must support real time functions including: - Online searches by case number, police case number, defendant booking number, and defendant personal identifiers (e.g. name, race, sex, DOB). Response must provide general court case information including charges and docket history. - Electronic document search & retrieval stored in CCMS. - Case Payment information - Online self-service establishment of defendant payment plan for a case - Conflict Attorney Wheel Position Search by bar # - Hearing calendaring information by judge/section/bar # - Use of the Access Security role occurring in Benchmark as provided by the Portal Reference Exhibit 7 for further details.
42	Human Resources Management system	Internal County	N	Y	N	N	N	Windows Service or batch process	Functionality to support an automated batch (query) interface to the County's PeopleSoft HR/Payroll system. Interface should entail the following functions: Receive daily employee extract file which is then used by CCMS to validate and capture employee protected class based on selected fields which may include SSN, Address, Name, Race, Sex, and DOB. Reference Exhibit 20 for further details.
43	FDLE Sexual Predators /Offenders System	State	N	Y	N	N	N	Automated file download	Functionality to support an automated query only interface with FDLE's Sexual Predator/Offender

Miami-Dade County, FL

Contract No. RFP-01622

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Attachment 5: Resource Allocation Plan

County Key Personnel Roles & Staffing

This section describes the County roles and responsibilities. Roles may be assigned to one or more individuals. Conversely, individuals may play one or more roles.

Role	Est # Staff	Responsibilities	Project Phase	Notes
208 Project Steering Committee	Executive Manager, Ops & Tech Division & Dept. Directors, Elected Officials	- Provides direction and counsel to PMT - Serves as an advocate for the project's success and manage resistance - Approves changes to project scope and timeline - Sets expectations & targets - Manages funding - Reviews and approves milestone deliverables when Project Managers deem necessary - Reviews issues to ensure the project continues to move forward successfully and on schedule - Allocates resources - Participates in and/or approves post implementation review - Participates in Dispute Resolution process	ALL	Does not include any assigned FTEs
Executive Oversight Manager	1	- Identifies and alerts PMT of new project stakeholders/vested interests - Addresses barriers to project progress such as resourcing and cross functional issues - Provides feedback on Acceptance of key milestones and deliverables in collaboration with the County Project Manager, as required	ALL	This role is not an assigned FTE.

		- Provides regular feedback to PMT on performance versus expectations (general project health) - Approves Key Personnel changes as outlined in the Appendix A - Participates in Dispute Resolution process		
209 Project Manager (Operational)	1	Involved in all Project Workstreams (as detailed in Appendix C). This role is to be performed in collaboration with the Pioneer Project Managers during All Project Phases: - Provides leadership and manage County staff resources to include: - Operational Leads - Operational Users - Principal Agencies - Supporting Agencies - Legal Administrators - Change Management & Training Lead - Business Analysts - Data Conversion Lead - Interface Lead - Test Lead - CITeS and TSD project team participants and advisors - Co-develops project Deliverables in accordance with the County responsibilities outlined in Appendix A. - Manages County aspects of the scope - Works with Pioneer Project Managers to develop the components of the Project Plan and other project documents (as outlined in Attachment 6, Document Definitions)	ALL	This role is an assigned FTE.

210		• Manages staff resources outlined above and day-to-day project activities, ensuring workstreams and teams are operating effectively • Monitors and tracks progress to ensure completion of County team Deliverables • Monitors progress of Pioneer Deliverables • Provides oversight and coordination of Operational Leads and Operational Users to ensure the on-time completion of assigned project work • Manages third-party stakeholders, Principle and Supporting Agencies and their related project tasks and timelines to ensure project success • Manages and supports project administration tasks completed by the Project Coordinator • Approves non-technical Pioneer Deliverables • Approves and manages non-technical Milestone Payment Reports for County Acceptance • Attends Steering Committee meetings to report on progress and answer any questions raised by members • Supports project coordination activities by facilitating communication throughout the County to ensure project awareness and identify competing priorities • Participates in Dispute Resolution process Provide leadership and coordination to ensure the completion of the following: • Interface Design & Build • Data Mapping & Conversion • Customizations • Development of reports & forms		
-----	--	--	--	--

		• Conversion cycles • Testing • Training • Cutover & support for Go- Live Activities		
211 Project Manager (Technical)	1	Involved in all Project Workstreams (as detailed in Appendix C). This role is to be performed in collaboration with the Pioneer Project Managers during All Project Phases: • Leads and manages County technical teams to include: ○ ITD Infrastructure Resources ○ Production Support • Ensures the on-time completion of technical project work • Monitors and tracks progress to ensures quality of technical deliverables • Approves technical Deliverables and milestones • Approves and manage technical Milestone Payment Reports for County Acceptance • Support project coordination technical activities by facilitating communication for ITD Infrastructure Resources to ensure project awareness and identify competing priorities • Ensures the proper resources are provided when County technical assistance and/or error correction or troubleshooting is required • Confirms technical inventories • Aligns technical strategies to address competing priorities to support the implementation • Validates networking requirements are met • Confirms infrastructure and security plans in accordance with Appendix A.	ALL	This role is an assigned FTE.

212		- Assists in coordination with other leads to facilitate technical feedback to allow Pioneer to develop strategies for the technical and testing components of the CCMS implementation. - Submit final configuration of all hardware to Pioneer for review and approval prior to purchasing, in accordance with Appendix A, Section 25 - Coordinates and schedules the environment installation and maintenance with the County and Pioneer Team. - Participates in Dispute Resolution process Provide leadership, coordination, and support of team to ensure the completion of the following: - Setup and support of environments - Cutover & support for Go- Live Activities		
Project Coordinator/ Administrator	1	Involved in all Project Workstreams (as detailed in Appendix C). This role is to assist the County Project Managers and Leads as needed as noted below during All Project Phases: - Coordinates the schedule of County staff and facility resources to facilitate meetings with Pioneer - Ensures cohesion and accurate reporting on JIRA - Validates joint meeting minutes - Captures internal County meeting minutes - Uploads any County project communication - Completes other administrative tasks as necessary to maintain project schedule as assigned by the Project Managers - Schedules internal project meetings as needed	All	This role is an assigned FTE.

Miami-Dade County, FL**Contract No. RFP-01622**

		Follows up with outstanding County action items		
Operational N2 N3 SME Lead	10	This role will participate in Operational/ Functional Workstreams, Change Management & Training Workstreams and Testing Workstreams. This role will work with the PMT to: - Identify operational users for each functional area responsible for achieving consensus of their business units on project issues and outputs - Provide oversight and coordination of Operational Users to ensure the on-time completion of assigned project work - Provide subject matter expertise for respective functional areas to the Project Team - Develop strong functional knowledge of Benchmark - Participate in change management workshops - Participation and hands on experience with Benchmark throughout the project to develop strong functional knowledge and provide the expertise necessary to become 'super users' Readiness Phase Role: - Participate in RTM inventory review and finalization - Participate in project kickoff preparations - Provide input to the change management strategy, training strategy and testing strategy (as it relates to user acceptance) Planning Phase Role: - Participate in Functional Discovery Sessions - Provide feedback to assist in validating and documenting business requirements and business processes.	1.) Readiness 2.) Planning 3.) Design Configure & Build 4.) Test 5.) Deploy & Support	The following roles are assigned FTEs: - Operations Juvenile (1) - Operations Felony (1) - Operations Misdemeanor (1) - Operations DV Misdemeanor (1) - Operations AOC (1) - Civil Infractions (1) The following roles are not assigned FTEs, but will serve on an as needed basis for the identified areas of expertise: COC Finance (2) - Payments - Restitution - Collection Agencies - Financial Reporting COC Records Center (2) - Advise on record retention requirements - File tracking

		- Participate in Reports and Forms discovery and validation Design Configure & Build Phase Role: - Participate in fit/gap (gap analysis) - Validate future state design and workflow configuration - Participate with problem identification and resolution in future state workflow workshops and design configuration. - Data conversion validation - Provide input for the Training Plan - Reviews and confirms work products for the project - Participate in functional testing (identify test scenarios) - Participate in Cutover Plan Test Phase Role: - Assist with coordinating testing effort from the County side - Identify staff for UAT - Participate in system testing Deploy & Support Role: - Participate in train the trainer activities - Participate in training as outlined in Attachment 7 - Participate in cutover and support		
Operational SME Users	36+	This role supports the Operational SME Leads. Includes participation in Operational/ Functional Workstream, Change Management, Training Workstream and Testing Workstream. This role will work with the PMT to: Assist Operational Leads as needed	Determined by Operational SME Lead: 2.) Planning	The following roles are not assigned FTEs, but will serve on an as needed basis for the identified areas of expertise as identified by the Operational SME

		• Responsible for specific business processes for respective functional areas within the CCMS. • Advise in appropriate functional areas • Assist as required in change management execution • Participation and hands on experience throughout the project will provide the expertise necessary to become 'super users' Planning Phase Role: • Participate in Functional Discovery Sessions • Provide feedback to assist in validating and documenting business requirements and business processes. • Participate in Reports and Forms Discovery and validation Design Configure & Build Phase Role: • Participate in fit/gap (gap analysis) • Validate future state design and workflow configuration. • Participate with problem identification and resolution in future state workflow workshops and design configuration. • Data conversion validation • Provide input for the Training Plan • Reviews and confirms work products for the project • Participate in functional testing (identify test scenarios) Testing Phase Role: • Participates as required in Training & User Acceptance Testing Activities • Participate in System Testing Deploy & Support Phase Role:	3.) Design Configure & Build 4.) Test 5.) Deploy & Support	Leads and may fall in any area of operations.
--	--	---	---	---

		- Assist in train the trainer activities - Assist and deliver End User Training - Participate in Cutover activities		
216 Business Analyst	3 ITD / 1 AOC	Participates in the same activities as Operational Leads; and is responsible for bridging business processes and system requirements between the Operational and Technical teams as noted below during All Project Phases: Translate business requirements into technical artifacts when required - Review Requirement Traceability Matrix throughout development, report issues. - Ensure streamlined business process flow integrations in Benchmark and non-CCMS County system platforms - Provide collaborative feedback when issues are identified to assist in resolution and mitigation - Communicate business issues with the Technical teams - Participate in the development of the Business Re-engineering Plan - Participate in functional and future state workshops - Participate in configuration sprints - Participate in interface specification discovery and documentation development - Participate in reports and forms discovery sessions - Participate in data conversion planning and conversion testing - Review testing scripts and provide feedback - Review Cutover Plan and provide feedback	All	Each role delineated is distinct, not all roles will be required simultaneously, therefore, a single resource may serve in more than one role. Accordingly, this requires 4 total assigned FTEs: - BA Juvenile (1) - BA Felony (1) - BA Misdemeanor (1) - BA DV Misdemeanor (1) - BA AOC (1) - BA Reports & Forms (1)

Miami-Dade County, FL**Contract No. RFP-01622**

Principal Agency Advisor	7	Participating in the same project activities as Operational Lead; level of engagement for each activity determined by the Project Managers	1) Readiness 2.) Planning 3.) Design Configure & Build 4.) Test 5.) Deploy & Support	The following roles are not assigned FTEs, but will serve on an as needed basis for the identified areas of expertise as identified by the Operational SME Leads: • SAO (1) • PDO (1) • DCF (1) • RC3 (1) • MDPD/Sheriff (1) • MDCR (1) • JSD (1)		
217 Supporting Agency Advisor		Participate in the same project activities as Operational Users; level of engagement for each activity determined by the Project Managers	2.) Planning 3.) Design, Configure & Build 4.) Test 5). Deploy & Support	The following roles are not assigned FTEs, but will serve on an as needed basis for the identified areas of expertise as identified by the Operational SME Leads: • FACDL Criminal Defense Lawyers • DOC Probation • DJJ		
Legal Administrators	2	Participate in project activities as required to address any legal aspects of CCMS functionality and operation as deemed necessary by the County Project Manager.	1.) Readiness 2.) Planning 3.) Design Configure & Build 4.) Test 5.) Deploy & Support	The following roles are not assigned FTEs, but will serve on an as needed basis for the identified areas of expertise as identified by the Project Manager: • AOC (1) • COC (1)		

2108 Change Management & Training Lead	1	Involved in Change Management & Training Workstream. This role will work with the PMT as follows: Readiness Phase Role: - Assist Pioneer with design and development of Change Management Strategy, Communication Strategy, and Training Strategy. Planning Phase Role: - Assist Pioneer with Change Management and Communication Plan - Design role, select designated “change agents” and manage team - Assist Pioneer Team with Change Management Activities Kickoff and with Change Management Plan, & Communications Design Configure & Build Phase Role: - Co-lead with Pioneer the planning and execution of meetings to promote effective change management - Assist with maintenance and execution of communication plan - Coordinate and communicate Change Champion meeting schedules with appropriate/identified Change Agents for change management activities. Test Phase Role: - Assist with Design & Development of Training Plan & Materials Deploy & Support Role: - Assist in train the trainer activities	1.) Readiness 2.) Planning 3.) Design Configure & Build 4.) Test 5.) Deploy & Support	This role is an assigned FTE.	

			- Assist the County team in delivering end User Training - Participate in Cutover activities		
Trainers			To complete tasks as outlined in Attachment 6.	5. Deploy & Support	
219 ITD Infrastructure & Application Resources	12		This role will participate in the Technical & Test Workstreams and will work with the PMT as follows: Assist Pioneer, Tech Lead, and Data Conversion Lead with Database, Network, Security, System Administration and Hardware for successful implementation of the CCMS solution including but not limited to: - Solve problems with minimal disruption or impact to the system/network - Ensure Pioneer has the access necessary for successful implementation of the CCMS, contingent upon Pioneer's conformance with County security policies and practices - Confirm initial technical inventories (i.e. the lists of reports, interfaces, customizations and conversions) - Align technical strategies with Pioneer Testing lead - Confirm network, hardware, database, and security requirements, Planning Phase Role: - Begin development of third-party or County components of interfaces including development of specifications and testing - Begin data conversion extract development - Installation/provisioning of infrastructure	ALL	Roles outlined in this section are those resources which will be required from a technical standpoint in order to successfully implement the CCMS that do not fall under the other identified areas. This role is an not assigned FTE. This may include staff with knowledge and expertise in the following areas: - Database - Network - Security - System Administration - Hardware - Application Support/Development

		• Set up and support Data Conversion + Dev environments • Begin performing conversion cycles Design Configure & Build Phase Role: • Setup and support remaining environments: Production, Test/Training, and Staging • Continue iterative conversion cycles until signoff and approval • Continue interface and data conversion development efforts leading up to testing phase • Stage Regression testing • ITD Security scans • Plan and Prep for remaining system and tests in next phase Test Phase Role: • Setup and support Test environment • Conduct unit, functional, integration testing Deploy & Support Phase Role: • Setup and support Production environment • Knowledge transfer Train the Trainer • Perform Cutover and Support for Go-Live Reliability Phase Role: • Provide technical assistance as necessary to address technical issues that occur with the County infrastructure during the Reliability Period		
TSD Advisors	2	Involved in Technical & Test Workstreams. This role will provide assistance to County technical leads and work collaboratively with Pioneer as needed.	1.) Readiness 2.) Planning	The estimated staffing count is the assigned FTEs. Additional TSD

221		Readiness Phase Role: - technical requirements definitions Planning Phase Role: - mapping Design Configure & Build Phase Role: - system configuration - Data conversion - Interface development Test Phase Role: - support unit, performance, regression, and UAT Deploy & Support Phase Role: - Admin Train the Trainer and end User - Reports development Train the trainer & End user - Perform Cutover and Support for Go- Live	3.) Design Configure & Build 4.) Test 5.) Deploy & Support	resources may be engaged on an ongoing basis to provide assistance.
CITes Advisors	3	Involved in Technical & Test Workstreams. This role will provide assistance to County technical leads and work collaboratively with Pioneer as needed. Readiness Phase Role: - technical requirements definitions Planning Phase Role: - mapping Design Configure & Build Phase Role: - system configuration - Data conversion - Interface development	1.) Readiness 2.) Planning 3.) Design Configure & Build 4.) Test 5.) Deploy & Support	

		Test Phase Role: • support unit, performance, regression, and security testing • Support/remedy, break/fix defects Deploy & Support Phase Role: • Admin Train the Trainer and end User • Reports development Train the trainer & End user			
Production Support 222	7	This role will be involved in the Reliability Phase in the following manner: • Monitoring production servers, scheduled jobs, and incident management • Receiving incidents and requests from end-users and resolving for escalating to IT department. • Front line application support • Installing/applying version upgrades in coordination with Pioneer – post Reliability	6. Reliability phase	This includes the following assigned FTEs: • Database (1 dedicated, with backup staff as needed) • Application (6 dedicated, with backup staff as needed) Other areas, such as hardware, network, security, etc. will also provide support as needed as various aspects of the CCMS.	
Interface Lead	1	Involved in Technical & Test Workstreams. This role will work with the PMT as noted below: • Report status to project management, escalate issues as necessary • Ensure timely submission of interface deliverables • Organize, plan, and monitor activities related to interfaces. • Coordinate and schedule activities with the County's outside vendors integrating with the CCMS solution Readiness Phase Role: • Jointly define interface requirements with Pioneer Dev/Interface lead.	1.) Readiness 2.) Planning 3.) Design Configure & Build 4.) Test 5.) Deploy & Support	This role is an assigned FTE. This role will oversee additional County resources that will be responsible for the completion of tasks related to this area. This may include, but is not limited to: • Developers • Architects • Analysts	

		Planning Phase Role: • Coordinate integration testing Design Configure & Build Phase Role: • Organize, plan, and monitor County activities related to Interfaces. Test Phase Role: • Coordinate with integration partners Deploy & Support Phase Role: • Perform cutover & support for Go- Live Activities		
223	Data Conversion Lead	Involvement in Technical & Test Workstreams. This role will work with the PMT as noted below: • Report status to project management, escalate issues as necessary • Coordinate timely submission of County conversion deliverables Readiness Phase Role: • Provide technical feedback to allow Pioneer to develop strategies for the technical and testing components of the CCMS implementation. • Confirm conversion requirements as developed jointly with Pioneer Conversion Lead and outlined in the Data Conversion Plan. • Provide feedback and assistance to Pioneer in the development of the Data Conversion Plan Planning Phase Role: • Organize, plan, and monitor County activities related to conversion.	1.) Readiness 2.) Planning 3.) Design Configure & Build 4.) Test 5.) Deploy & Support	This role is an assigned FTE. This role will oversee additional County resources that will be responsible for the completion of tasks related to this area. This may include, but is not limited to: • Developers • Architects • Analysts

		- Coordinate initial conversion data activities that are assigned to the County, per Appendix A for each environment Design Configure & Build Phase Role: - Develop and support extracts - Lead Data Mapping Activities that are assigned to the County per Appendix A Test Phase Role: - Participate in Data Conversion test cycles - Responsible for managing validation acceptance Deploy & Support Phase Role: - Perform cutover & support for Go-Live activities		
224	Testing Lead	Involved in Test Workstream. This role will work with the PMT as noted below: - Report status to project management, escalate issues as necessary - Coordinate and lead the testing resources Readiness Phase Role: - Provide technical feedback to allow Pioneer to develop strategies for the technical and testing components of the CCMS implementation. Planning Phase Role: - Schedule the tests for execution - Establish requirements testing Design Configure & Build Phase Role: - Assist with development and approval of test scripts, as described in Appendix A, ensure system is acceptable prior to go-live	1.) Readiness 2.) Planning 3.) Design Configure & Build 4.) Test 5.) Deploy & Support	

225		• Ensure test environment is put into place before test execution and managed during test execution. • Coordinate with Operational leads to identify key test areas • Lead 'Stage Regression Testing' and testing in other environments • Plan and Prep for remaining tests in next phase Test Phase Role: • Organize and monitor activities related to unit testing, performance testing, Regression testing, and UAT. • Monitor, measure, control and report on the test progress, the product quality status and the test results, adapting the test plan and compensating as needed to adjust to evolving conditions During test execution, document and report errors and communicate on test status. • Lead execution of UAT and support testers Deploy And Support Phase Role: • Cutover Support for Go- Live		
-----	--	--	--	--

Pioneer Key Personnel Roles & Staffing

The table below describes the Pioneer Dedicated Key Personnel roles and responsibilities that will be assigned to this Contract. The Dedicated Key Personnel outlined below shall be exclusively assigned to this County and perform no other duties for any other Pioneer clients during their associated project phase. Dedicated Key Personnel may engage with other Pioneer staff/resources throughout the project as needed. Supporting Resources will not be exclusively assigned to this County and may perform duties on other active contracts.

Miami-Dade County, FL**Contract No. RFP-01622**

Role	Minimum # Staff	Responsibilities	Project Phase	Notes
Project Managers	2	Primary point of contact for the project on behalf of Pioneer. Coordinate the activities of all Pioneer staff resources and support all aspects of the project during ALL Phases, including but not limited to: • Deliver all Payment Milestones (Outlined in attachment B) • Generate status reports • Prepare Trip Reports as delineated in Appendix A, Section 6 • Produce meeting minutes • Create milestone payment packages, ensuring Acceptance from the County that the requirements are met. • Take the lead on managing risk, schedule, tracking work progress, project reporting and managing communication • Complete all tasks delineated in Appendix A, Section 6. • Participate in Dispute Resolution	ALL	During the Reliability period, only 1 Project Manager will be assigned. The secondary Project Manager can be a Project Coordinator or equivalent.
Business Analyst Lead	2	Participates in the same activities as Operational Leads; and is responsible for bridging business processes and system requirements between the Operational and Technical teams as noted below during All Project Phases: • Provide day to day oversight and direct the Operational SME groups, managing schedule, issues, risks and solving or escalating issues	1.) Readiness 2.) Planning 3.) Design Configure & Build 4.) Test 5.) Deploy & Support	

Role	Minimum # Staff	Responsibilities	Project Phase	Notes
		- Design, develop and deliver practical solutions that support the project requirements. - Lead Discovery and Develop Gap Analysis - Support future state design, conversion data mapping, configuration, and testing - Support knowledge integration and transfer of the Benchmarksolution and the County. - Support testing activities & train-the-trainer activities until Go-Live - Assist the Pioneer Project Managers in updating and maintaining the Requirements Traceability Matrix - Assist the Pioneer Project Managers in updated and maintain the Business Process Re-engineering Plan - Conduct and document functional and future state workshops - Participate in data conversion planning and conversion testing - Participate in and documenting configuration sprints - Participate in development of Interface Specification documentation and discovery - Participate in Reports/Forms discovery sessions - Participate in formulating test scripts - Participate in formulating Cutover plan - Track development and implementation of Customizations		
System Engineer Lead	1	Configure the system for production including workflows, administrative configuration, service installation, environment setup	1.) Readiness 2.) Planning 3.) Design Configure & Build	

Role	Minimum # Staff	Responsibilities	Project Phase	Notes
		- Confirm technical inventories - Align technical strategies - Define infrastructure and security plans - Install and configure Benchmark services - Establish connectivity with 3rd party systems and testing integrations - Perform internal QA testing for conversion, interfaces, customizations - Communication bridge between developer, Pioneer team - County technical teams	4.) Test 5.) Deploy & Support	
Training Lead	1	- Work with Change management & Training Lead to develop and execute the Change Strategy and Training Strategy - Work with Change management & Training Lead to develop and execute communication plan - Ensure the completion of all training materials to be produced by Pioneer in accordance with Attachment 7 - Support during Planning and Design phases to build knowledgebase for Change & Learning/Training - Lead Train the Trainer - Training Design & Development	2.) Planning Phase 3.) Design Configure & Build 5.) Deploy & Support	
Conversion Lead	1	Involved in Technical & Test Workstreams. This role will work with the PMT as noted below:	1.) Readiness 2.) Planning Phase	

Role	Minimum # Staff	Responsibilities	Project Phase	Notes
		- Report status to project management, escalate issues as necessary - Coordinate timely submission of Pioneer conversion deliverables - Organize, plan and monitor activities related to conversions - Develop Data Conversion plan in collaboration with the County's Conversion Lead in readiness and planning phases. - Define conversion - Confirm conversion requirements as developed jointly with the County's Conversion Lead and outlined in the Data Conversion Plan. - Lead conversion data mapping - Design, develop and execute data conversions - Future state design & development - Prepare and perform all testing requirements - Support testing Activities - Create unit test plans - Setup test data - Correct testing defects - Test code changes	3.) Design Configure & Build 4.) Test	
Developer/ Interface Team Lead	1	Involved in Technical & Test Workstreams. This role will work with the PMT as noted below: Work with the project team to:	2.) Planning Phase 3.) Design Configure & Build 4.) Test	

Role	Minimum # Staff	Responsibilities	Project Phase	Notes
		○ Report status to project management, escalate issues as necessary ○ Coordinate timely submission of team with interface deliverables ○ Organize, plan and monitor Pioneer led activities related to Interfaces. ○ Coordinate with the County & integration partners ● Define customization and interface requirements ● Build system through configuration ● Develop and test approved customizations and interfaces ● Work with the County's security team to remediate security issues identified ● Support testing activities and resolve issues		
Testing Lead	1	Involved in Technical & Test Workstreams. This role will work with the PMT as noted below: ● Report status to project management, escalate issues as necessary - Coordinate and lead the Pioneer testing team ● Assist Tech Lead and Pioneer with technical strategies and testing strategies ● Work with County Test lead to schedule the tests for execution ● Work with County Test lead in establish requirements testing ● Plan, prepare and perform all testing requirements ○ Develop test plans and methods (align with the County team/leads)	2.) Planning Phase 3.) Configure Design & Build 4.) Test	

Role	Minimum # Staff	Responsibilities	Project Phase	Notes
		○ Assist the County with development of test scenarios Prepare Test Scripts • Perform issue resolution for forms reports, interfaces, conversion components, enhancements and workflows • Manage and track activities and resolutions		
Forms & Reporting Lead	1	• Lead the County through reports and forms requirements • Lead Pioneer team in the development of Reports and Forms • Coordinate activities for conversion of forms and reports into the Benchmarks solution. • Prepare and execute BI reporting and test scenarios • Conduct reports/forms discovery (forms and reports gathering to begin at project kickoff).	2.) Planning Phase 3.) Configure Design & Build 4.) Test	
Supporting Resources	5	Support the Pioneer Project Team behind the scenes	3.) Configure Design & Build 4.) Test	• Systems Engineers • Information Technology Specialists • Software Support Specialists • Conversion Specialists • Quality Assurance Specialists • Forms Development Specialists • Technical Writers

Attachment 6: Documents Definitions

Document	Definition
Project Plan	A project plan is a formal document designed to guide the control and execution of a project. Document includes: • To provide identification of stakeholders thru an Organizational/Governance Chart ○ The Organizational/Governance Chart provides structure to the project by defining stakeholder engagement, roles and responsibilities and serves as a reference for approvals and escalation. ○ Document includes: ○ Identification of Project Sponsors ○ Identification of Steering Committee ○ Identification of Project Key Stakeholders ○ Roles and Responsibilities of all Project Participants • To provide a Project Schedule to control/track schedule and delivery ○ To include tasks and associated durations, including prerequisites, predecessors, and successors ○ To delineate resources assigned to tasks • To provide Communication Plan to inform stakeholders of progress, risks and risk mitigation recommendations • To provide a Risk Mitigation Plan to manage associated risks ○ Identify risks and a mutually agreed severity level for each risk ○ Stakeholder accountable for each identified risk ○ Likelihood and impact of identified risk ○ Risk response, including mitigation efforts to offset/minimize risk • To provide a Change Management Plan to manage scope ○ To provide a Quality Assurance Plan Describe vendor development team process for testing to reduce risk of continued regression testing by stakeholders ○ Include roles of stakeholder testers to avoid documentation of failure due to lack of business process knowledge ○ Include methodology identifying control tasks and testing to transition functionally from one environment to the next (e.g. Development to Staging to Test to Production) • To provide a Data Conversion/Migration Plan ○ Include all data sources affected as identified in Appendix A, Section 12 ○ Include data format, location, and sensitivity for each data source

Document	Definition
	○ Indicate 3rd party vendor involvement (where applicable) ○ Testing of systems as data is converted to insure correct mapping ○ Include plan for cutoff of updates in existing systems and apply data from last migration of data ● To provide a Knowledge Transfer/Training Plan ○ Method to measure and evaluate ○ Simulations ○ Work Shadowing ○ Formal Training
Gap Analysis	Document includes: ● Identified gap areas based on process mapping as a result of interviews, observations with key stakeholders ● Mutually agreed upon resolutions for each identified gap
System Design	Document includes: ● Detailed descriptions of the Architecture and System Components ○ To include architecture diagram (to be completed in collaboration with County technical staff) ● To include Data Workflow Diagrams ● To include Application/Customization Specifications ○ Document how Customizations will be achieved (include if operational processes will be affected) ● To include Interface Specifications (internal systems) ○ Provide Interface Control Document that details the specification of the interfaces to be provided
Business Process Re-engineering Plan	Document will contain all aspects of operations, appropriately segmented to facilitate easy review. Document includes: ● Evaluation of current business processes, including process flow diagrams ● Outline of business process redesign to streamline, gain efficiency, and leverage CCMS capabilities, including process flow diagrams for future state

Document	Definition
Hardware/Software Specs (Initial Pioneer recommendations contained in Appendix A)	A full description of all equipment utilizing and impacted by the CCMS. Document includes: • Updated Pioneer specified minimum hardware/equipment/network requirements in order for CCMS to have optimum performance • All hardware / equipment interfacing with the software • All network requirements • Final configuration/comprehensive specifications of all environments procured by the County and approved by Pioneer in accordance with Section 25 of Appendix A. • .
Requirements Traceability Matrix (Appendix A, Attachment 1)	The Requirements Traceability Matrix (RTM) validates that requirements are met by testing use cases/scenarios. Document includes: • Functional/Technical Description of the requirement • Identification numbers • Assignment of resource associated with each requirement • Status of the requirement (met by solution or a gap)
Organizational Change Management Plan	The Organizational Change Management Plan will serve as the blueprint for future state outlining business process and the people-focused changes that will be required as part of the CCMS implementation to achieve this desired future state. Document Includes: • Communication plan to all levels on 'why this change is essential and beneficial' • Engagement level for SME's and key stakeholder's, as change agents • Consideration of how resources and processes will be affected • Outline steps required to manage operational changes to maximize buy-in and user adoption
Best Practices and Industry Standards Documentation	Document includes: • Pioneer industry best practices as it relates to the case management system project, leveraging the CCMS strengths to streamline and modernize business processes • County organization best practices as it relates to operational/technical best practices to serve internal and external clients and constituents

Document	Definition
Cutover Plan	The detailed series of steps, dependencies, resource assignments and time estimates required to successfully complete system cutover and final Go-Live. Document includes: • Preparation Activities – the tasks that need to be performed in the days leading up to Go-Live • Preliminary Activities for Cutover Day – tasks and dependencies required the day cutover commences • Cutover Activities – detailed tasks, timelines, sequence and assignments required for final cutover and system deployment into the live production environment • Post Cutover Activities – post-deployment testing and all other activities required to confirm a successful deployment to production • Roll Back Plan – detailed steps to roll back to the previous live environment in case of a critical issue

Attachment 7 – Training Plan

Pioneer shall ensure County personnel are trained to an appropriate level of proficiency for the CCMS. This training plan has been established to minimize disruption to the County's business procedures while simultaneously ensuring that the end-users are proficient in Benchmark and able to perform key job functions. Pioneer will provide a combination of Train the Trainer sessions and Technical User Training sessions, as further described in the table below. Train the Trainer sessions will be conducted with representatives from various operational units and designed to make attendees proficient in the CCMS to a level that such attendees are capable to conduct end user training independently. Before any training session or workshop, Pioneer will provide an implementation synopsis which provides a high-level overview of what is being taught, or discussed, and what the relevant prerequisites and enablement materials are to successfully follow along with the course and have success outside of a classroom setting. The implementation synopsis, including training course content must be reviewed and approved by the County Project Manager prior to commencement of that course.

A determination as to whether training will be conducted on-site or via remote technology will be made by the County, in its sole discretion, at least three weeks prior to any scheduled training session, unless specifically designated as a remote training in the table below. Any on-site classes are to be conducted within Miami-Dade County at various sites and may include multiple shifts. The specific training sites will be determined prior to the training being conducted. The schedule for the training shall be agreed by the parties in accordance with the Project Plan. Training for judges and judicial staff may be requested in chambers or other appropriate venue. The County shall provide sufficient space for conducting the training and housing and securing the training equipment.

Additional training materials shall be made available in the form of pre-recorded on-line videos, web seminars, how-to-guides, customizable on-line help, quick reference cards, or other content on an ongoing basis to assist users throughout the term of the Contract.

End User Training

Upon completion of the Train the Trainer session, the County will conduct End User Training for staff that will utilize the CCMS. Pioneer will provide the following resources for End User Training:

- Provide standard user guides and training materials following each Train the Trainer session in an electronic, editable format for County review.
- Lead the creation of the customized training materials and exercises, supported by the County. The County shall have full authority to edit/customize all Pioneer provided end user training documentation.
- Provide standard end user readiness assessment documents following each Train the Trainer session in an electronic, editable format to allow the County to customize the assessment documents.
- Lead the creation of end user readiness assessment documents, with the assistance of the County. The County shall have full authority to edit/customize all Pioneer provided end user assessment documentation.
- Provide examples and lessons learned from training associated with previous successful implementations.
- Have at least one qualified Pioneer staff member present at the first End User Training session for each Train the Trainer group identified in the table. Such Pioneer staff member must be capable of answering in depth questions and providing support to the County trainer.

- Assist with additional training for select end users that are identified by the County as necessitating additional training/resources.

The County will complete the following End User Training activities:

- Following the Train the Trainer sessions, create an End User Training Plan that defines who will be trained and the topics they will be trained on.
- Conduct the classroom style end user training sessions.
- Test end users using the end user readiness assessments to assess their knowledge of Benchmark and Go-Live readiness.
- Identify end users that require additional training to facilitate go-live readiness and coordinate with Pioneer to provide such additional training/resources.

Course	Format	# Trained	Course Length
Train the Trainer: Judges	This course will be an interactive classroom style training designed to make attendees proficient in the training of judges in the use of the CCMS. Appropriate attendees are SME Leads and SME Users that are the 'Super Users' and capable of transfer experiential system knowledge to any additional trainers and end users. It will provide content to address development of the following: - Participants Presentations - Audience engagement and evaluation - Goals and Objectives - Training Exercises - Documents: process and workflows - Readiness Assessment	2	3 days
Train the Trainer: Finance	This course will be an interactive classroom style training designed to make attendees proficient in the training of finance users in the use of the CCMS. Appropriate attendees are SME Leads and SME Users that are the 'Super Users' and capable of transfer experiential system knowledge to any additional trainers and end users. It will	3	5 days

	provide content to address development of the following: • Participants Presentations • Audience engagement and evaluation • Goals and Objectives • Training Exercises • Documents: process and workflows • Readiness Assessment		
Train the Trainer: COC Juvenile	This course will be an interactive classroom style training designed to make attendees proficient in the training of users in the juvenile division in the use of the CCMS. Appropriate attendees are SME Leads and SME Users that are the 'Super Users' and capable of transfer experiential system knowledge to any additional trainers and end users. It will provide content to address development of the following: • Participants Presentations • Audience engagement and evaluation • Goals and Objectives • Training Exercises • Documents: process and workflows • Readiness Assessment	Up to 12	5 days
Train the Trainer: COC Felony	This course will be an interactive classroom style training designed to make attendees proficient in the training of users in the felony division in the use of the CCMS. Appropriate attendees are SME Leads and SME Users that are the 'Super Users' and capable of transfer experiential system knowledge to any additional trainers and end users. It will provide content to address development of the following: • Participants Presentations • Audience engagement and evaluation • Goals and Objectives	Up to 24	5 days

	• Training Exercises • Documents: process and workflows • Readiness Assessment		
Train the Trainer: COC Misdemeanor & DV Misdemeanor	This course will be an interactive classroom style training designed to make attendees proficient in the training of users in the misdemeanor in the use of the CCMS. Appropriate attendees are SME Leads and SME Users that are the 'Super Users' and capable of transfer experiential system knowledge to any additional trainers and end users. It will provide content to address development of the following: • Participants Presentations • Audience engagement and evaluation • Goals and Objectives • Training Exercises • Documents: process and workflows • Readiness Assessment	Up to 24	5 days
Train the Trainer End User Stakeholders	This course will be an interactive classroom style training designed to make attendees proficient in the training of End User Stakeholders in the use of the CCMS. Appropriate attendees are SME Leads and SME Users that are the 'Super Users' and capable of transfer experiential system knowledge to any additional trainers and end users. It will provide content to address development of the following: • Participants Presentations • Audience engagement and evaluation • Goals and Objectives • Training Exercises • Documents: process and workflows • Readiness Assessment	Up to 15	1 day

Technical User Training: Database Manager	This course will be an interactive classroom style training designed to make attendees proficient in the training and acting as a database manager for the CCMS. Appropriate attendees are SME Leads and SME Users that are the 'Super Users' and capable of transfer experiential system knowledge to any additional trainers and end users. It will provide content to address development of the following: • Participants Presentations • Audience engagement and evaluation • Goals and Objectives • Training Exercises • Documents: process and workflows • Readiness Assessment	4	1 day
Technical User Training: System Administrators	This course will be an interactive classroom style training designed to make attendees proficient in acting as system administrators for the CCMS environment. Appropriate attendees are SME Leads and SME Users that are the 'Super Users' and capable of transfer experiential system knowledge to any additional trainers and end users. It will provide content to address development of the following: • Participants Presentations • Audience engagement and evaluation • Goals and Objectives • Training Exercises • Documents: process and workflows • Readiness Assessment	Up to 12	1 day
Technical User Training: Administrator Training	This course will be an interactive classroom style training designed to make attendees proficient in acting as administrators for the CCMS and will include all aspects of how to set up and use the Administrative features of Benchmark. Following the course, County	Up to 12	5 days

	staff will be capable of completing the overall administrative setup and configuration after training, including user management (deactivating users, creating new users, and resetting passwords. Appropriate attendees are SME Leads and SME Users that are the 'Super Users' and capable of transfer experiential system knowledge to any additional end users. It will include the following: • Instructor Presentations • Audience engagement and evaluation • Goals and Objectives • Training Exercises • Documents: process and workflows • Readiness Assessment		
Technical User and Train the Trainer: Forms & Report Training	Remote Training: This course will be an interactive remote training designed to make attendees proficient in all aspects of creating forms and reports within Benchmark. Appropriate attendees are SME Leads and SME Users that are the 'Super Users' and capable of transfer experiential system knowledge to any additional trainers and end users. It will include the following: • Instructor Presentations • Audience engagement and evaluation • Goals and Objectives • Training Exercises • Documents: process and workflows • Readiness Assessment	Up to 24	2 days
Technical User Training: Data Validation Training	Remote Training: This course will be an interactive remote training designed to make attendees proficient in conduct data validation for the CCMS and will include a high-level overview of Benchmark and how to retrieve data	Up to 12	1 Day

	elements to facilitate the data conversion process. Appropriate attendees are SME Leads and SME Users that are the 'Super Users' and capable of transfer experiential system knowledge to any additional end users. It will include the following: • Instructor Presentations • Audience engagement and evaluation • Goals and Objectives • Training Exercises • Documents: process and workflows • Readiness Assessment		
--	---	--	--

Attachment 8 – Maintenance and Support Plan



Maintenance and Support Plan

Contents

Summary..... 2

Support Hours and Contact Information..... 2

 Standard Support Hours 2

 Pioneer Holidays 2

 24/7 Critical Support 2

 Office Headquarters 2

 Phone Numbers 2

 Director of Client Services..... 3

 Benchmark Client Services Email 3

Support Roles 3

 Account Managers – Tier 1 3

 Software Support Specialists – Tier 2..... 3

 Application Support Engineer – Tier 3..... 4

 Director of Client Services..... 4

Reporting an Incident 4

 Incident Reporting..... 4

 Incident Classifications and Response times 4

The Life Cycle of a Ticket 5

 Reporting an Incident – Tier 1 Support 6

 Investigating an Incident – Tier 2 Support 6

 Escalating an Incident – Tier 3 Support 6

 Closing an Incident 6

Performance Credits..... 7

Maintenance 7

Warranty 8

Summary

The purpose of this document is to explain how the Pioneer Client Services Support Team will manage support incidences as they are reported by the County following the Reliability Period. This document will outline the proper way to report an issue, the definition of each priority, and the complete life cycle of an Incident ticket.

Support Hours and Contact Information

Standard Support Hours

Standard Pioneer business hours are 8:00am to 7:00pm EST, Monday thru Friday, excluding Pioneer Holidays. Non-Critical Support Incidences will be responded to during standard Pioneer business hours.

Early Support Hours

Early Pioneer support hours are from 6:30am to 8:00am EST, Monday thru Friday, excluding Pioneer Holidays. Early Support Hours are provided for Level 1 and Level 2 Incidents only. Level 3 and Level 4 incidents will be handled during Standard Support Hours.

Pioneer Holidays

New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

24/7 Critical Support

Critical Support Incidents will be responded to 24 hours a day, 7 days a week, 365 days a year. See Incident Classifications and Response Times for additional information.

Office Headquarters

1100 Central Park Drive
Suites 100, 200 & 300
Sanford, FL 32771

Phone Numbers

Office: (407) 321-7434

Toll Free: (800) 280-5281

Fax: (407) 321-7971

24/7 Critical Support: Following the Reliability Period, a 24/7 Support phone number will be provided to the County for Early Support Hours and Critical Incidents that require support outside of Standard Support Hours.

Director of Client Services

Bethanee Esqueda

Office: (407) 321-7434

Email: besqueda@ptghome.com

Benchmark Client Services Email

Benchmark: court@ptghome.com

Support Roles

The purpose of this section is to lay out each of the Client Services support roles and define what these individuals handle on the support team.

County – First Point of Contact

When an incident is identified, contact will first be placed to the County's internal technical support resources who serves as the first point of contact with users. The County's internal technical support resources will:

1. Reviews incoming user incidents and rules out environmental and network issues.
2. Resolves incidents related to the County environment or network and/or provides basic troubleshooting for the CCMS.
3. Upon determination that support is needed, communicates with Pioneer, per the process outlined herein, providing details on the incident including replication steps and documentation when possible, and provide a requested Incident Classification.
4. Acts as liaison between Pioneer and end users.

Pioneer Account Managers – Tier 1

1. Reviews tickets for incoming incidents received and resolves incidents whenever possible.
2. Communicates with customers, answering questions and providing documentation or instruction on the applications and follow up review of each issue weekly.
3. Schedules, coordinates, and runs status calls with customers on an as-needed basis.
4. Conveys customer requests, priorities, and requirements to Client Services support team.
5. Coordinates with customers on legislative changes, new mandates, and related requirements.
6. Completes change order requests and submits for management and customer approval.

Pioneer Software Support Specialists – Tier 2

1. Works tickets assigned to them and resolves incidents.
2. Identifies and documents defects, features, and tasks to be reviewed by other Pioneer departments (Development, Forms and Reports, QA).
3. Escalates to Tier 3 support when appropriate.
4. Follows up with customer to ensure ticket has been addressed and can be closed.

Pioneer Application Support Engineer – Tier 3

1. Reviews escalated incidents and defects requiring complex analysis and resolutions.
2. Collaborates with Development, QA, and other Pioneer departments to resolve outstanding issues.
3. Works with customers on in-depth analysis and troubleshooting.
4. Defect/Feature/Incident Remediation
5. Regression testing and data validation, when needed.

Pioneer Director of Client Services

1. Serves as a point of escalation, if needed.
2. Determines Support Specialists ticket sprints and prioritizes support team objectives.

Reporting an Incident

The purpose of this section is to walk an individual through the proper process of reporting an incident to the Client Services support team as well as the meaning behind the priority levels of each ticket.

Incident Reporting

To report Level 1, the County shall initiate a phone call to Pioneer. To report other incidents, send an email to the specified product email court@ptghome.com or to support@ptghome.com. This initiates ticket creation and notification to the Account Manager and Software Support team.

Please include the following details when submitting in a Support Ticket:

- The environment the incident occurred along with the version number (i.e. LIVE, TEST, WEB; v2.8.X.X)
- Description of the issue (please include or attach the text of the error message if an error is thrown)
- Expected result
- Step by step replication (please include screen shots whenever possible)

Incident Classifications and Response times

Below are the Incident classifications and their associated timeframes for Response and frequency of updates. An incident shall have been deemed to receive a Response upon actual acknowledgement from Pioneer that the incident has been logged and corrective action has begun. Except in the event of a Level 4 incident, an automated acknowledgement of an incident ticket being entered shall not be considered a Response. Timing for the final resolution of an incident will vary contingent on the severity, complexity, steps necessary to determine the root cause and steps necessary to remedy the incident. Incident classifications will be determined by Pioneer in collaboration with the County based on the business impact. Pioneer will make its best effort to adhere to the timeframes outlined below, and will be subject to the Performance Credits outlined in herein for failure to achieve such timeframes. Actual

timelines for Resolution (i.e. successful correction of an Incident) may vary depending on the issue and the fix needed.

- ***Critical (Level 1) – Response within 15 minutes during standard business hours and 30 minutes outside of standard business hours, updates to be provided once per hour (unless an alternate update schedule is mutually agreed to) until resolution or workaround plan has been identified. Response and update times to be provided during and after Pioneer business hours (see 24/7 Critical Support)***
 - Critical business unit/service down and a workaround is not available
 - May require system or administration changes, custom script, form/report adjustment or a software “Hot Fix”
- ***High (Level 2) – Response within 1 hour, updates to be provided once per hour (unless an alternate update schedule is mutually agreed to) until resolution or workaround plan has been identified. Response and update times to be provided during and after Pioneer business hours (see 24/7 Critical Support)***
 - Significant interruption of service to a business unit or service and a workaround is not available
 - May require system or administration changes, custom script, form/report adjustment.
- ***Medium (Level 3) – Response within 4 hours, updates to be provided once every 4 hours (unless an alternate update schedule is mutually agreed to) until resolution or workaround plan has been identified.***
 - Intermittent issue disrupting business practices
- ***Low (Level 4) – Response time within 8 hours, updates to be provided weekly (unless an alternate update schedule is mutually agreed to), with resolution time determined on a case by case basis***
 - “How to” requests
 - Feature requests that are outside of the scope of those forms and reports that have been deployed as part of Go-Live (billable)
 - New integration requests that are outside of the scope of those integrations that have been deployed as part of Go-Live (billable)
 - Form or report request change that are outside of the scope of those forms and reports that have been deployed as part of Go-Live (billable)
 - Minor defects with little to no business impact
 - May not require immediate resolution but customer would like Pioneer to be aware of a situation of interest
 - General notifications (e.g. schedule maintenance, pending legislation, etc.)
 - General extended customer feedback

The Life Cycle of a Ticket

When the County communicates with the Client Services support team, it can be for any reason they deem fit. The email communications are monitored by multiple individuals in the company, including the

Director of Client Services. A ticket is created and emailed to the County in accordance with the Resolution times outlined above. If the ticket is critical and impacts core business practices as described above, it is recommended that the County call Pioneer for immediate assistance.

Reporting an Incident – Tier 1 Support

The County will email or call in to the support team and the Account Manager or a Support Specialist will ascertain the details of the issue and resolve the problem, if possible, during the initial contact. The nature of the incident will determine which support team member will provide the initial response. An incident ticket is created in JIRA for tracking purposes, even if the issue is resolved immediately.

Investigating an Incident – Tier 2 Support

If the incident is not resolved during the initial contact, the ticket will be assigned to a Support Specialist for further investigation. The Support Specialist will test the replication steps provided by the County in multiple environments or review the details of the issue in its current state on the live database, with customer approval, and attempt replication in another environment, typically the County's test database. If necessary, the Support Specialist will reach out to the County for more information, questions on the replication steps or to provide status updates on the progress made.

NOTE: *If the Support Team has reached out for more information and the County has not responded within 30 days, the ticket will be closed. This is done to ensure that the support team is focused on the current issues at hand and there is not an overflow of tickets that we are unable to address.*

The ticket will be documented throughout the process and can be accessed by the County via the JIRA web portal online.

If the Support Specialist is not able to resolve the issue and determines the incident requires additional resources, then a unique Task, Defect or Feature ticket will be created to track the progress and outcome of the problem. Feature tickets encompass all incidents that require new functionality not currently available in the application and do not hinder the current functionality. Defect tickets track all issues that require changes or updates to current application functionality where application does not function as intended. Tasks are used for organizing and tracking the setup of tables, reports, and forms. All Tasks, Defects and Features will be related back to the original incident reported by the County so the Account Manager can easily track the progress of the associated ticket.

Complex incidents and defects can also be escalated internally to the Tier 3 Support Specialist.

Escalating an Incident – Tier 3 Support

The Tier 3 Support Specialist is capable of troubleshooting and resolving the most difficult and complicated issues. This position works closely with the Software Engineering department. Tier 3 Support Specialists can address application defects and de-bugging within the application code base.

Closing an Incident

Once an incident is resolved, the Support Specialist will reach out to the County to obtain sign off on the ticket closure. The Support Specialist will communicate the action needed or taken to resolve the incident.

The standard protocol for the Client Services support team is that if the County does not respond to communications regarding the resolution after two weeks, the ticket will be closed.

Performance Credits

In the event that Pioneer is unable to meet the target times for Response or frequency of updates for support incidents, the County may assess Performance Credits. Performance Credits will be applied to the next available invoice to be issued by Pioneer to the County, or in the event that no invoice is available, payable in the form of a check payable to Miami-Dade County. The parties acknowledge and agree that the amount of the Performance Credit does not account for the full business damages experienced by the County as a result of an unresolved support Incident and shall not be construed to be an assessment of the value of damages.

Level 1 Performance Credit. Pioneer's failure to meet Response time and/or status frequency of updates may, in the County's sole discretion, result in a Performance Credit of five hundred dollars (\$500.00) per Day for each Day, or portion thereof, the Level 1 deficiency(ies) continue beyond the timeframes prescribed in this Attachment 8.

Level 2 Performance Credit. Pioneer's failure to meet Response time and/or status frequency of updates may, in the County's sole discretion, result in a Performance Credit of three hundred dollars (\$300.00) per Day for each Day, or portion thereof, the Level 2 deficiency(ies) continue beyond the timeframes prescribed in this Attachment 8.

If, during any calendar month, three (3) or more Level 1 and/or Level 2 deficiencies occur, the County may, in its sole discretion, assess a Performance Credit in an amount equal to one third (1/3) of the prorated Maintenance and Support Fees outlined in Appendix B, "Price and Payment Schedule" for that calendar month.

Maintenance

Pioneer shall provide Maintenance to the County throughout the term of the Contract including any optional renewal periods for so long as the County remains current on payment of Maintenance and Support Fees as outlined in Appendix B, Price and Payment Schedule. At a minimum, Maintenance shall include updates and upgrades to the CCMS. Such updates and upgrades shall include correction of substantial defects, fixes of minor bugs, fixes due to conflicts with mandatory operating system security patches, enhancements to CCMS functionality, and upgrades to new version releases. Updates and upgrades must maintain compatibility with all Customizations and Interfaces delivered under the Scope of Services. Additionally, updates to the CCMS must be provided to meet any and all legally mandated requirements, such as amendments to local, state, or federal laws, including administrative orders as well as functionality to meet all local, state, or federal mandated reporting requirements, at no additional cost to the County. Maintenance to the CCMS may be provided via remote server access to any County server providing the application services either by Citrix SSL VPN, Encrypted Connection, or dedicated IP address;

and access will require prior approval from the County. Maintenance of other non-production County environments outlined in Appendix A shall be included as part of the maintenance provided. All maintenance services as outlined above shall be provided for the CCMS in its entirety, including any Customizations or Interface Development.

Support of Outdated Software.

Support by Pioneer of previous versions of Licensed Software will cease at a mutually agreed upon time period following the availability of a new release. Failure of County to install new Licensed Software releases or any other correction or improvement provided by Pioneer shall relieve Pioneer of responsibility for the improper operation or any malfunction of the Licensed Software as modified by any subsequent correction or improvement. After failure to install in excess of the mutually agreed period, in order for County to return to current Licensed Software release level, County must obtain a Licensed Software audit at a mutually agreed upon rate. Following any such reinstatement to current release level, Pioneer will reinstate comprehensive Maintenance and Support Services hereunder. Notwithstanding the foregoing, in the event that the County remains on or reverts to a previous version or release of the Licensed Software at the request or direction of Pioneer or in the event of an identified security issue which caused the County to remain on or revert to a previous version or release of the Licensed Software, these provisions will not be applicable.

Warranty

For the period beginning upon Final Acceptance and continuing for one calendar year, Maintenance and Support Services shall be provided at no cost (the "Warranty Period"). The Warranty shall mean those Maintenance and Support Services provided by Pioneer during the Warranty Period in order to ensure that the CCMS continues to conform to and function in accordance with the Scope of Services, and which are subject to those remedies outlined in the resultant contract.

APPENDIX B: PRICE AND PAYMENT SCHEDULE

1. PRICING

TOTAL NOT TO EXCEED COST FOR INITIAL 5 YEAR CONTRACT TERM	\$10,744,736.56
--	------------------------

PRICE BREAKDOWN FOR LICENSED SOFTWARE AND SERVICES	
Description	Price
Licensed Software, as outlined in Section 3 of Appendix A	\$2,025,000
Implementation Services, inclusive of all Services as outlined in Appendix A	\$6,155,000
Training, inclusive of all Services outlined in Attachment 7 of Appendix A	\$300,000
Customization, inclusive of all costs necessary to achieve Acceptances of all items delineated in Attachment 2 and Attachment 3 of Appendix A.	\$350,000
TOTAL COST FOR LICENSED SOFTWARE AND SERVICES	\$8,830,000

PRICE BREAKDOWN FOR INTERFACE DEVELOPMENT AND INCLUDED INTERFACES (All Interface Development and Included Interfaces is to be completed as outlined in Attachment 4 of Appendix A)	
Included Interfaces	Price
Hydra	\$33,750
Justice Works Defender System (Miami-Dade Public Defender's Office) – PDO	\$16,875
Justice Works Defender System (Office of Criminal Conflict and Civil Regional Counsel, Third District) – RC3	\$16,875
Arrest Affidavit (A-Form) Automation Management System – AFM	\$33,750
Dataworks Mug Shot System	\$16,875
Odyssey Case Management System	\$33,750
Geographic Information System – GIS	\$33,750
Pre-Trial Services System – PTS, including Access based reporting sub-system	\$16,875
Traffic Information System – TIS / Calendar Workbench – CWB	\$33,750
SPIRIT	\$33,750
Aramark Inmate Financial System including the self-service Touch Pay system for bond payment	\$33,750
Jail Management System	\$33,750
Juvenile Justice Information. System – JJIS	\$33,750

Miami-Dade County, FL**Contract No. RFP-01622**

Electronic Subpoena System	\$33,750
Law Query	\$33,750
Records Center Inventory System – RCIS	\$16,875
Warrants Tracking System	\$16,875
CAD and Mobile for Public Safety	\$16,875
Florida Drug Court Case Management System – FDCCMS	\$16,875
Mental Health Admin Office Case Management System	\$16,875
Mediation Case Management System	\$33,750
Searer Business Technology Payables System – SBT	\$33,750
iNovah Point of Sale Cash Register application	\$16,875
Criminal TCATS	\$N/C
NewVision Recording System	\$N/C
COC Telephony IVR - An Interactive Voice Response application	\$N/C
Court Online System (COC Portal for Public Access)	\$16,875
AgileJury Administration System	\$16,875
CJIS PID	\$16,875
Comprehensive Case Information System – CCIS, and Failure To Pay module	\$N/C
Offender Based Transaction System – OBTS	\$N/C
Summary Reporting System – SRS	\$N/C
Florida Courts e-Filing Portal	\$N/C
CountySuite Sheriff	\$33,750
PeopleSoft Human Resources Management system v9.2	\$16,875
STARLIMS	\$33,750
DAVID	\$16,875
Florida Bar Legal system	\$16,875
Miami-Dade Animal Cruelty Tracking System	\$16,875
VINE	\$16,875
FDLE Sexual Predators/Offenders System	\$16,875
TOTAL COST FOR INCLUDED INTERFACES	\$826,875

PRICE BREAKDOWN FOR NOT TO EXCEED INTERFACE DEVELOPMENT

This table provides a Not to Exceed price for Interface Development that the County, in its sole discretion, may opt to either include or exclude from the Work to be completed under this Contract. Upon determination by the County that any of the identified Interface Development will proceed, the parties will negotiate in good faith to determine the price for such Interface Development, but in no event shall the cost exceed the delineated Not to Exceed price identified herein.

AOC Data Mart	\$16,875
SAO Data Mart	\$16,875
TBD Replacement CAD	\$16,875
TBD MDPD Records Management System	\$33,750
TOTAL FOR INTERFACE DEVELOPMENT AND INCLUDED INTERFACES	\$911,250

PRICE BREAKDOWN FOR MAINTENANCE AND SUPPORT SERVICES*

Description/Milestone	Price
Maintenance and Support Fees – Contract Year 4	Warranty Period – No Cost
Maintenance and Support Fees – Contract Year 5	\$999,486.56
TOTAL FOR MAINTENANCE AND SUPPORT FEES	\$999,486.56

***Note:** The Contract assumes a 48 month timeline to achieve Final Acceptance. Accordingly, Maintenance and Support fees shall begin in Contract Year 5 following the initial year Warranty Period. Should the timeline be amended, the payment date for Maintenance and Support fees shall be adjusted accordingly.

PRICE BREAKDOWN FOR SOFTWARE ESCROW FEES*

Description/Milestone (Note: Escrow Agreement to begin upon Final Acceptance)	Price
Software Escrow Agreement Fees - Year 4	\$2,000
Software Escrow Agreement Fees - Year 5	\$2,000
TOTAL FOR SOFTWARE ESCROW FEES	\$4,000

***Note:** The Contract assumes a 48 month timeline to achieve Final Acceptance. Accordingly, Software Escrow fees shall begin in Contract Year 4. Should the timeline be amended, the payment date for Software Escrow fees shall be adjusted accordingly.

2. PAYMENT SCHEDULE

Payment Schedule			
Milestone Number	Description	Milestone Amount	Deliverable Amounts
1	<u>Project Initiation and Planning</u>	\$ 93,000.00	
	Hold Project Kickoff Meeting		\$ 37,200.00
	Acceptance of Project Charter		\$ 9,300.00
	Acceptance of Communications Plan		\$ 9,300.00
	Acceptance of Risk Mitigation Plan		\$ 9,300.00
	Acceptance of Change Management Plan		\$ 9,300.00
	Acceptance of Forms/Reports Listing Document		\$ 9,300.00
	Acceptance of Forms/Reports Standards Document		\$ 9,300.00
2	<u>Conversion - Prep</u>	\$ 376,250.00	
	Acceptance of Data and Image Conversion Plan		\$ 188,125.00
	Acceptance of Data Mapping Documentation		\$ 188,125.00
3	<u>Functional Discovery</u>	\$ 558,000.00	
	Complete Functional Discovery Sessions for Juvenile		\$ 167,400.00
	Complete Functional Discovery Sessions for Felony		\$ 167,400.00
	Complete Functional Discovery Sessions for Misdemeanor		\$ 167,400.00
	Acceptance of updated Project Schedule		\$ 55,800.00
4	<u>License Payment Milestone - Initial</u>	\$ 708,750.00	
	Installation & Acceptance of Conversion and Development Environments		\$ 708,750.00
5	<u>Gap Analysis</u>	\$ 558,000.00	
	Acceptance of Gap Analysis Document 1		\$ 139,500.00
	Acceptance of Gap Analysis Document 2		\$ 139,500.00
	Acceptance of Gap Analysis Document 3		\$ 139,500.00
	Acceptance of final comprehensive Gap Analysis		\$ 139,500.00
6	<u>Conversion - Initial Pass</u>	\$ 376,250.00	
	Deliver and Acceptance of initial conversion pass, as defined in Data and Image Conversion Plan		\$ 282,187.50
	Acceptance of conversion exceptions report		\$ 94,062.50
7	<u>Training - Data Validation</u>	\$ 6,000.00	
	Acceptance of Data Validation Testing Training Plan		\$ 3,000.00

Miami-Dade County, FL

Contract No. RFP-01622

	Data Validation Training Completed		\$ 3,000.00
8	<u>Initial Configuration Sprint and Process Functionality Workshops</u>	\$ 325,500.00	
	Acceptance of Business Process Re-engineering plan		\$ 162,750.00
	Acceptance of initial configuration sprint and completion of Process Functionality Workshop sessions for each functional area.		\$ 162,750.00
9	<u>Conversion - Subsequent Pass</u>	\$ 376,250.00	
	Deliver and Acceptance of 2nd conversion pass, as defined in Data and Image Conversion Plan		\$ 282,187.50
	Acceptance of updated conversion exceptions report		\$ 94,062.50
10	<u>Reports/Forms Sprints 1-3</u>	\$ 186,000.00	
	Complete Reports/Forms Discovery Sessions		\$ 46,500.00
	Acceptance of Sprints and Requirements		\$ 46,500.00
	Acceptance of Reports/Forms Sprints for Testing		\$ 46,500.00
	Acceptance of Report/Forms Sprints		\$ 46,500.00
11	<u>Interface Sprints 1-3</u>	\$ 248,062.50	
	Complete Interface Discovery Sessions		\$ 62,015.63
	Acceptance of Interface Sprint grouping and interface specifications (including any applicable Customizations outlined in Attachment 2)		\$ 62,015.63
	Acceptance of Interfaces for Interface Testing (including any applicable Customizations outlined in Attachment 2)		\$ 62,015.63
	Acceptance of completed Interface Testing		\$ 62,015.63
12	<u>Reports/Forms Sprints 4-6</u>	\$ 186,000.00	
	Complete Reports/Forms Discovery Sessions		\$ 46,500.00
	Acceptance of Sprints and Requirements		\$ 46,500.00
	Acceptance of Reports/Forms Sprints for Testing		\$ 46,500.00
	Acceptance of Reports/Forms Sprints		\$ 46,500.00
13	<u>Subsequent Configuration Sprints and Process Functionality Workshops</u>	\$ 325,500.00	
	Acceptance of 2nd configuration sprint and completion of additional Process Functionality Workshop sessions for each functional area.		\$ 325,500.00
14	<u>Interface Sprints 4-6</u>	\$ 248,062.50	
	Complete Interface Discovery Sessions		\$ 62,015.63
	Acceptance of Interface Sprint grouping and interface specifications (including any applicable Customizations outlined in Attachment 2)		\$ 62,015.63

	Acceptance of Interfaces for Interface Testing (including any applicable Customizations outlined in Attachment 2)		\$ 62,015.63
	Acceptance of completed Interface Testing		\$ 62,015.63
15	<u>Reports/Forms Sprints 7-9</u>	\$ 186,000.00	
	Complete Reports/Forms Discovery Sessions		\$ 46,500.00
	Acceptance of Sprints and Requirements		\$ 46,500.00
	Acceptance of Reports/Forms Sprints for Testing		\$ 46,500.00
	Acceptance of Reports/Forms Sprints		\$ 46,500.00
16	<u>Functional Testing</u>	\$ 604,500.00	
	Acceptance of Iterative Functional Testing process outlined in Section 17 of Appendix A.		\$ 181,350.00
	Acceptance of Functional Testing Complete		\$ 423,150.00
17	<u>Reports/Forms Sprints 10-12</u>	\$ 186,000.00	
	Complete Reports/Forms Discovery Sessions		\$ 46,500.00
	Acceptance of Sprints and Requirements		\$ 46,500.00
	Acceptance of Reports/Forms Sprints for Testing		\$ 46,500.00
	Acceptance of Reports/Forms Sprints		\$ 46,500.00
18	<u>Interface Sprints 7-9</u>	\$ 330,750.00	
	Complete Interface Discovery Sessions		\$ 82,687.50
	Acceptance of Interface Sprint grouping and interface specifications (including any applicable Customizations outlined in Attachment 2)		\$ 82,687.50
	Acceptance of Interfaces for Interface Testing (including any applicable Customizations outlined in Attachment 2)		\$ 82,687.50
	Interface Testing Acceptance		\$ 82,687.50
19	<u>Reports/Forms Sprints 13-15</u>	\$ 186,000.00	
	Complete Reports/Forms Discovery Sessions		\$ 46,500.00
	Acceptance of Sprints and Requirements		\$ 46,500.00
	Acceptance of Reports/Forms Sprints for Testing		\$ 46,500.00
	Acceptance of Reports/Forms Sprints		\$ 46,500.00
20	<u>Customizations- Attachment 2 Functional Requirements</u>	\$ 175,000.00	
	Acceptance of finalized scope of each Customization in Attachment 2 for non-interface items		\$ 17,500.00
	Acceptance of Attachment 2 Customizations for testing for non-interface items		\$ 87,500.00
	Acceptance of Attachment 2 Customizations for non-interface items		\$ 70,000.00
21	<u>Customizations- Attachment 3 Technical Requirements</u>	\$ 175,000.00	

Miami-Dade County, FL

Contract No. RFP-01622

	Acceptance of finalized scope of each Customization in Attachment 3		\$ 17,500.00
	Acceptance of Attachment 3 Customizations for testing		\$ 87,500.00
	Acceptance of Attachment 3 Customizations		\$ 70,000.00
22	<u>Conversion – Go-Live Ready</u>	\$ 376,250.00	
	Acceptance of Go-Live Ready Conversion Pass, as defined in Data and Image Conversion Plan. (Note: if additional conversion passes are required, Acceptance for this Deliverable will not be granted until such time as all Conversion has been successfully completed)		\$ 376,250.00
23	<u>User Acceptance Testing</u>	\$ 325,500.00	
	Acceptance of User Acceptance Test Scripts and Test tracking and reporting tool		\$ 162,750.00
	Acceptance of UAT completion as outlined in Section 17 of Appendix A.		\$ 162,750.00
24	<u>Training - Reports/Forms</u>	\$ 45,000.00	
	Acceptance of Reports/Forms Training Plan		\$ 22,500.00
	Reports/Forms Training Complete		\$ 22,500.00
25	<u>Training - Administrator</u>	\$ 45,000.00	
	Acceptance of Administrator Training Plan		\$ 22,500.00
	Administrator Training Complete		\$ 22,500.00
26	<u>Training - Train the Trainer</u>	\$ 150,000.00	
	Acceptance of Train-The-Trainer Training Plan		\$ 75,000.00
	Train-the-Trainer Complete		\$ 75,000.00
27	<u>Training - End User</u>	\$ 54,000.00	
	Acceptance of User Guides		\$ 27,000.00
	Acceptance of Customized Training Scripts		\$ 27,000.00
28	<u>Performance Testing</u>	\$ 93,000.00	
	Acceptance of successful Performance Testing		\$ 93,000.00
29	<u>Project Closeout</u>	\$ 837,000.00	
	Acceptance of Go Live Checklist and Cutover Plan		\$ 41,850.00
	Complete Mock Go Live		\$ 292,950.00
	Benchmark Go Live		\$ 502,200.00
30	<u>License Payment Milestone -Final</u>	\$ 1,316,250.00	
	Final System Acceptance		\$ 1,316,250.00
Total Cost of Implementation and Licenses		\$9,656,875.00	

3. PAYMENT MILESTONE APPROVAL PROCESS

The County will review, approve, and provide written Acceptance for all Payment Milestones listed in above via the following process:

1. Pioneer's Project Manager will submit, via e-mail to the County, a Milestone Completion Report (MCR), included as Attachment B1 to this Appendix B, for each completed Payment Milestone.
2. The County will review the Deliverable(s) associated with the MCR within fifteen (15) business days or as otherwise mutually agreed to in accordance with the schedule outlined in the Project Plan. Upon County Acceptance, the Contractor may invoice the County in accordance with Article 22. The County agrees that such Acceptance shall not be unreasonably withheld or delayed. The Contractor understands that failure by the County to provide a notice of Acceptance does not constitute Acceptance.
3. If the County determines, in its reasonable discretion, that the Deliverable(s) associated with the MCR fails to conform to the requirements or are found to be defective in material or workmanship, then the County may reject the Deliverable(s) or may grant Conditional Acceptance of the Deliverable(s) and reject the balance of the Deliverable(s).
4. In the event of rejection, the County shall notify Contractor of such rejection in writing and specify therein the reasons for such rejection. Contractor agrees to deliver a fix or workaround replacement for the Deliverable(s) within fifteen (15) business days of Contractor's receipt of the County's notice. Payment shall not be issued for any Payment Milestone that is rejected. The County reserves the right to suspend all Work being performed under the Agreement, except those Services necessary for the correction of outstanding deficiencies, until such time that all such outstanding deficiencies have been corrected by the Contractor and resubmitted to the County for approval.
5. In the event of Conditional Acceptance, the County shall notify the Contractor in writing of the deficiencies that resulted in the Conditional Acceptance. Contractor agrees to correct such deficiencies in the Deliverable(s) within fifteen (15) business days of the Contractor's receipt of the County's notice, unless otherwise mutually agreed by the parties. Conditional Acceptance may result in partial payment being issued for the Payment Milestone, and the remaining portion of the payment being completed upon the County's Acceptance of the corrected portion of the Deliverable(s). If the County does not subsequently issue Acceptance of all aspects of the Deliverable(s), the earlier Conditional Acceptance may, in the sole absolute discretion of the County, be regarded as void and of no effect.

4. OPTION TO RENEW PRICING

MAINTENANCE AND SUPPORT FEES	ANNUAL FEE
OTR 1 – Maintenance and Technical Service Fees (Years 6 - 10)	
Maintenance and Support Service Fees <i>Contract Year 6</i>	\$999,486.56
Maintenance and Support Service Fees <i>Contract Year 7</i>	\$999,486.56
Maintenance and Support Service Fees <i>Contract Year 8</i>	\$1,029,471.16
Maintenance and Support Service Fees <i>Contract Year 9</i>	\$1,029,471.16

Miami-Dade County, FL

Contract No. RFP-01622

Maintenance and Support Service Fees <i>Contract Year 10</i>	\$1,029,471.16
OTR 2 – Maintenance and Support Service Fees (Years 11 - 15)	
Maintenance and Support Service Fees <i>Contract Year 11</i>	\$1,060,355.29
Maintenance and Support Service Fees <i>Contract Year 12</i>	\$1,060,355.29
Maintenance and Support Service Fees <i>Contract Year 13</i>	\$1,060,355.29
Maintenance and Support Service Fees <i>Contract Year 14</i>	\$1,092,165.95
Maintenance and Support Service Fees <i>Contract Year 15</i>	\$1,092,165.95

SOFTWARE ESCROW FEES	ANNUAL FEE
OTR 1 – Software Escrow Fees (Years 6 - 10)	
Software Escrow Fees <i>Contract Year 6</i>	\$2,000
Software Escrow Fees <i>Contract Year 7</i>	\$2,000
Software Escrow Fees <i>Contract Year 8</i>	\$2,000
Software Escrow Fees <i>Contract Year 9</i>	\$2,000
Software Escrow Fees <i>Contract Year 10</i>	\$2,000
OTR 2 – Software Escrow Fees (Years 11 - 15)	
Software Escrow Fees <i>Contract Year 11</i>	\$2,000
Software Escrow Fees <i>Contract Year 12</i>	\$2,000
Software Escrow Fees <i>Contract Year 13</i>	\$2,000
Software Escrow Fees <i>Contract Year 14</i>	\$2,000
Software Escrow Fees <i>Contract Year 15</i>	\$2,000

5. OPTIONAL PRODUCTS AND SERVICES PRICING

Warrant Now E Warrant System

Note: Pioneer's standard terms and conditions for Warrant Now have been included as Attachment B2 to this Appendix B. In the event that the County, in its sole discretion, opts to move forward with the purchase of Warrant Now in accordance with the process outlined in Article 10 and based upon the not to exceed pricing established below, the parties shall enter into good faith

negotiations to establish the terms and conditions, scope, and pricing for such purchase, which shall be mutually agreed upon and executed in writing as a supplemental agreement to this Contract

Description	Not to Exceed Amount
Warrant Now SaaS License	
Unlimited Users	
• Android/iOS App	
• Browser Agnostic	
• One Touch Video Verification	
• Admin Console - Create Your Own Warrants	
• Quarterly Enhancements	
• Legislative Mandates	
• 24x7 Emergency Support for Critical Issues	
• Email or Phone Support During Normal Business Hours	
Hosted with AWS	
CJIS and SOC2 Compliant	
H/A 99.99% uptime (calculated monthly)	
Annual SaaS License	\$350,000

Warrant Now Implementation Services	Not to Exceed Amount	
Project Management & Business Analyst		
• 30 Custom Warrants Included		
• System Configuration		
• Project Management		
• Discovery/ Documentation		
<i>Total Project Management & Business Analyst</i>	\$200,000	
Support & Training	Days	Daily Rate
• Remote Train-the-Trainer	50	\$800
• Additional Onsite Training & Support	TBD	\$1,600
<i>Per Pioneer Trainer, Per Day - Travel Included</i>		
<i>Estimated Training and Support</i>	\$40,000	
Integrations	Units	Rate
• Benchmark CMS	N/A	Included
• Optional 3rd Party Integrations	N/A	\$225
<i>Estimated Integration</i>	\$0	
Subtotal Estimated Software and Services	\$240,000	

Additional Pioneer Software Modules

Optional Benchmark Implementations – Not to Exceed Cost	
Description	Price
<u>Traffic Case Management</u>	
License	\$ 700,000.00
Implementation Services	\$ 1,779,500.00

Miami-Dade County, FL

Contract No. RFP-01622

Annual Maintenance	\$ 297,540.00
<u>Parking Violations Case Management</u>	
License	\$ 375,000.00
Implementation Services	\$ 982,500.00
Annual Maintenance	\$ 162,900.00
<u>Prosecutor Case Management</u>	
License	\$ 500,000.00
Implementation Services	\$ 1,157,500.00
Annual Maintenance	\$ 198,900.00

Scanning and Indexing Services

Pioneer Records Management	
<i>Actual rates based on volume and image format. Rates below assumes images are loose removable pages and minimum of 5 million images to be scanned.</i>	
Scanning and Indexing Services	Estimated Rate
<i>Option 1- Scanning at Pioneer Sandford, FL Location</i>	
Estimated per page rate (loose removeable pages)	\$ 0.035
Estimated per index field rate	\$ 0.080
<i>Option 2- Scanning onsite at Miami location</i>	
Estimated per page rate (loose removeable pages)	\$ 0.070
Estimated per index field rate	\$ 0.080
<i>Project Management Estimated rates</i>	
Project Management (Hourly Rate)	\$ 175.00
Scanning Doc Prep (Hourly Rate)	\$ 24.99
Onsite Box Inventory (per box rate)	\$ 1.25
Onsite Box Packing (per box rate)	\$ 4.00

Auto-Redaction and OCR over 25 Million Pages

Additional Auto Redaction and OCR	
Description	Price per page
Auto Redaction and OCR per page pricing if amount is over 25 million pages	\$.03

Credit Card Payments

Pioneer Payments	
Description	Transaction Rate

Miami-Dade County, FL**Contract No. RFP-01622**

Credit Card Transaction rates paid by public	
Counter	2.95% (\$1.99 minimum)
Web	2.95% (\$1.99 minimum)
IVR	2.95% (\$1.99 minimum)
Bilingual Call Center	2.95% (\$3.99 minimum)

Professional Services

SERVICE	HOURLY RATE		
	Initial Contract Term	OTR 1	OTR 2
Project Manager	\$175	\$180	\$185
Developer	\$225	\$230	\$235
Interface Developer	\$225	\$230	\$235
System Administrator	\$225	\$230	\$235
Database Administrator	\$225	\$230	\$235
On-Site Training (Per Day, Per Person) (Travel Included)	\$1,400	\$1,450	\$1,500
Remote Training	\$175	\$180	\$185
Reports/Forms Developer	\$225	\$230	\$235
Implementation Services	\$225	\$230	\$235

Note: Contractor shall use agreed upon hourly rates to calculate the not-to-exceed cost statement for any Services requested in accordance with Article 10. Notwithstanding the pricing listed above, the County reserves the right to negotiate a fixed fee engagement for any Optional Professional Services.

Customer: <Enter Customer Name>
Project Name: <Product Line> Implementation
Project Manager: <Project Manager Name Goes Here>
Customer Project Manager: <Main Project Contact>



Attachment B1 – Template Milestone Completion Report

This document (“Milestone Completion Report”) confirms that Pioneer Technology Group has completed the task(s) identified in the table below to an acceptable quality level as determined by the agreement between <County> and Pioneer Technology Group.

Milestone Name	Date Completed

By signing this document, I acknowledge that the stated tasks were completed on the stated date and any deliverable(s) are of agreed quality levels per the project agreement. Acceptance is **not** assumed if the document remains unsigned by either party for more than ten (10) business days after date of first signature.

Acceptance Granted:

	Pioneer Technology Group	Miami-Dade County
Printed Name		
Signature		
Job Title		
Date		

Conditional Acceptance Granted:

(To be completed in the event of Conditional Acceptance of any Deliverable(s) associated with this Milestone)

Description of Conditional Acceptance (to be completed by the County): (Include a description of what must be submitted in order to achieve partial payment and pending actions to be taken to complete the Deliverable(s) to achieve Acceptance)

Miami-Dade County, FL

Contract No. RFP-01622

Customer: <Enter Customer Name>
Project Name: <Product Line> Implementation
Project Manager: <Project Manager Name Goes Here>
Customer Project Manager: <Main Project Contact>



Partial Payment
Amount:

	Pioneer Technology Group	Miami-Dade County
Printed Name		
Signature		
Job Title		
Date		

Attachment B2 – Sample Warrant Now Terms and Conditions

This document outlines Pioneer's standard terms and conditions for Warrant Now Software as a Service. In the event that the County, in its sole discretion, opts to move forward with the purchase of Warrant Now in accordance with the process outlined in Article 10 and based upon the not to exceed pricing established in Appendix B, the parties shall enter into good faith negotiations to establish the terms and conditions, scope, and pricing for such purchase, which shall be mutually agreed upon and executed in writing as a supplemental agreement to this Contract.

This **Master Software Subscription and Services Agreement** (the "**Agreement**") is dated effective as of _____, between County and Contractor. County and Contractor may each be referred to individually as a "**Party**" and together as the "**Parties**." The Schedules to this Agreement are attached or incorporated by reference.

1. Definitions. The following definitions shall apply in this Agreement:

- a. *Deliverables* – those components, milestones, and/or materials, including, without limitation, the Software, documentation, maintenance modifications, and enhancements to be completed by one Party and delivered or otherwise provided to the other Party in accordance with the terms of this Agreement. Deliverables can mean either Deliverables required from Contractor ("Contractor Deliverables") or Deliverables required from County ("County Deliverables").
- b. *Documentation* – the written description of the functions and use of the Software.
- c. *Error* – (1) any error or defect resulting from an incorrect functioning of Software caused by the Software's failure to meet a Functional Specification; or, (2) any error or defect resulting from an incorrect or incomplete statement in Documentation caused by the failure of the Software and/or the documentation to meet a Functional Specification.
- d. *Functional Specifications* – the functions and/or criteria for the Software described as documentation related to the Software or as described in the Schedules.
- e. *Intellectual Property* – all interests of any kind including: (1) trade secrets, (2) copyrights, (3) derivatives, (4) documentation, (5) patents, (6) the Software, (7) technical information, (8) technology, and (9) any and all proprietary rights relating to any of the foregoing.
- f. *County Data* – all data of County, whether proprietary or non-proprietary to County, converted for use with the Contractor Deliverables.
- g. *County Materials* – all materials supplied by County in connections with this Agreement.
- h. *New Product* - Any change or addition to Software and/or related documentation that: (1) has a value or utility separate from the use of the Software and documentation; (2) may be priced and offered separately from the Software and documentation; and, (3) is not made available to Contractor's subscription Countys generally without separate charge. In the event of any disagreement between the Parties with respect to whether a change or addition constitutes a New Product, the good faith determination of such issue by Contractor shall be final, binding, and conclusive.
- i. *Statement of Work* – the attached Schedule B that provides the written description and specifications for the services to be provided by Contractor to County, including the Deliverables and milestone, delivery, and acceptance schedules.
- j. *Software* – the Contractor software and any Third-Party Software supplied by Contractor pursuant to this Agreement as described in the attached Schedule A. The term "Software" does not include New Products except to the extent added to the Software by separate agreement of the Parties and the payment to Contractor of the additional fees and under additional terms and conditions, if required by Contractor.
- k. *Software Acceptance Date* – the date of acceptance of the Contractor Deliverables by County as described in this Agreement or the date that County uses the Software in a live environment, whichever is sooner.
- l. *Taxes* – all federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits,

withholding, social security (or similar taxes), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other taxes of any kind, including without limitation any interest, penalty, or additions, whether or not disputed.

- m. *Test Validation Criteria* – the acceptance criteria for the Contractor Deliverables, including, without limitation, the Software, set forth in the Statement of Work.
- n. *Warranty Period* – the thirty (30) day period commencing on the installation of the Software

2. Subscription License.

- a. *License.* Contractor grants the County a license to access and use the Contractor Software and Contractor Deliverables described in the attached Schedule A during the Term of this Agreement and in accordance with the terms and conditions of this Agreement. As part of the subscription by County, Contractor will perform the services described in this Agreement.
- b. *Scope of License Limited.* The right of County to use the Software and associated documentation is for County's internal use only and limited to the Field of Use described in the attached Schedule A. No title or ownership in the Software or documentation is transferred to County. County shall not copy or in any way duplicate the Software, except for necessary backup and archival procedures approved by Contractor in advance and in writing. Only County's employees and necessary contractors acting in the proper scope of their services to County may access or use the Software or documentation. County shall not adapt, modify, reverse engineer, decompile, or disassemble, in whole or in part, any of the Software and/or any documentation.
- c. *Additional Software.* County may subscribe to additional Software hereunder by execution of a subsequent schedule.
- d. *Restrictions.* County shall not remove, edit, alter, abridge or otherwise change in any manner any Contractor Intellectual Property notices. County may not, and may not permit others to reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the software or Service; modify, translate, adapt, alter, or create derivative works from the Service; copy (other than one back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Service; or distribute, sublicense, rent, lease, loan or grant any third party access to or use of the Service to any third party.
- e. *Installation at Data Center.* The Software will be installed (hosted) at and operated from a third-party data center. The data center will meet industry standard certifications or processes for data security.

3. Fees, Installation Charges, and Taxes.

- a. *Subscription Fees.* The subscription fees for the use of the Software are set forth on the attached Schedule C. Subsequent orders shall be at the fees in effect at the time of receipt by Contractor of any applicable subsequent schedule that identifies additional software to be included under this Agreement executed by County and Contractor. Fees resulting from the provision by Contractor to County of Third Party Software are passed through by Contractor to County, and, in that context, such fees payable by County shall increase, and such increase shall be payable, as and to the extent of any such fee increases payable by Contractor.
- b. *Configuration, Installation and Services Fees.* County shall also pay for configuration and installation of Software and any other services required under that Agreement or requested by County as described in this Agreement at the then prevailing fees, plus any travel expenses required, including reasonable mileage, airfare, meals, lodging, and similar expenses. Meals will be billed at the applicable GSA per diem rate.
- c. *Taxes.* County is additionally liable for any applicable federal, state, or local Taxes (exclusive of income or gross receipts Taxes properly payable by Contractor) and other fees or assessments incurred as a result of the use of the Software by County.

4. Delivery and Acceptance.

- a. *Delivery.* Each Party shall timely perform delivery of its required Deliverables in accordance with the Statement of Work, including the delivery schedule specified therein. County shall pay or reimburse Contractor for all costs of shipping Software to County, including freight, insurance, and special packaging charges, if any. The carrier, method of shipment, and other matters relating to shipment shall be determined by Contractor. County is responsible for movement into or within County's premises, site preparation per Contractor requirements, and other site expenses required for installation.
- b. *Testing.* Testing of Contractor Deliverables shall be completed by County in accordance with the Test Validation Criteria within fifteen (15) days following initial delivery to County.
- c. *Installation.* Within thirty (30) days following completion of testing of the Contractor Deliverables, Contractor shall install the Contractor Deliverables at the hosting facility for acceptance testing.
- d. *Acceptance.* Within ten (10) days following completion of installation, County shall either: (i) accept the Contractor Deliverables in writing; or, (ii) reject the Contractor Deliverables and provide Contractor with a statement of Errors resulting in operation not in conformance with the Test Validation Criteria. Contractor will correct any Error and redeliver the Contractor Deliverables to County within thirty (30) days following receipt of the statement of Errors. County shall, within ten (10) days following such redelivery, accept or reject the redelivered Contractor Deliverables in accordance with the procedures set forth herein. Failure by County to provide a statement of acceptance or Errors within either of the ten (10) day periods specified herein shall be deemed to be acceptance by County of the Contractor Deliverables.

5. Payment.

- a. *Fees for Initial Subscription Services.* Payment of Software subscription fees, installation fees, and other fees on the initial Schedule C attached will be made in installments as follows:
 - (i) Seventy percent (70%) of such subscription fees for all modules, as indicated on the attached Schedule C, is due at the time County signs this Agreement.
 - (ii) Thirty percent (30%) of such subscription fees is due upon the Software Acceptance Date for each individual module of Software as described in the attached Schedule C.
 - (iii) Fees for installation of the Software including data conversion, system implementation, training, and forms generation, as indicated on the attached Schedule C, will be billed monthly as incurred and are payable within thirty (30) days following invoice by Contractor. Payments for all Third-Party Software provided by Contractor as described in the attached Schedule C shall be payable at least thirty (30) days prior to due date for payment by Contractor to Contractor's provider.
 - (iv) If any Third-Party Software is obtained directly from Contractor, County will pay Contractor fifty (50%) percent of all fees at the time County signs this agreement, twenty five (25%) percent of fees after products are installed at County's facility and twenty five (25%) percent upon County's use of the Third-Party Software or the date of Acceptance, whichever comes first.
- b. *Fees for Subsequent Software Subscription.* Payment of subscription fees, installation fees, and other fees to Contractor on any subsequent schedule shall be made as specified in such subsequent schedule.
- c. *Ancillary Charges and Out of Pocket Expenses.* All additional or ancillary charges (e.g., additional training charges) and all out of pocket expenses of Contractor (e.g., travel expenses) which are payable by County hereunder shall be due and payable within thirty (30) days following invoice by Contractor.
- d. *Failure of Payment.* In the event payment is not made as specified in this Agreement, County shall pay interest at the rate of one and one-half percent (1.5%) per month (or the highest applicable legal rate, whichever is lower) on the outstanding overdue balance for each month or part thereof that such sum is overdue; *provided, however*, that if County is a governmental agency or authority subject to a "Prompt Payment" or similar statutory requirement for the transaction contemplated in this Agreement, such statutory requirement shall control to the extent the same is inconsistent with the requirements of this §5(d).

6. Warranty, Exclusions, and Disclaimer.

- a. *Software Warranty.* Contractor warrants that the Software shall conform to the Functional Specifications and will be free of Errors during the Warranty Period. Contractor's sole obligation and responsibility to County under the

foregoing warranty is to remedy, at no cost to County, any such Error reported to Contractor during the Warranty Period. Notwithstanding the foregoing or any other term or provision of this Agreement, with respect to Third Party Software provided by Contractor hereunder, Contractor makes no warranties, but shall, to the extent legally permitted, pass through to County all warranties provided by the original Contractor/manufacturer.

b. **Software Warranty Exclusions.** The foregoing warranties do not apply to any of the following:

- (i) Damage arising from any cause beyond Contractor's reasonable control, including, without limitation, damage due to the improper operation or use of Software by County, abuse or misuse of Software other than as designed or intended, malfunctions caused by alteration or tampering, or any reason specified in §15 (Excusable Delays) of this Agreement.
- (ii) Damage resulting from movement of Software after its initial installation.
- (iii) Malfunction or breakdown of Software due to attachment to, or addition or use of, software not supplied by Contractor with the Software, or as a result of attachment of the Software to hardware or software by anyone other than Contractor, or as a result of hardware associated problems.
- (iv) Damage, malfunction, or breakdown of Software due to improper operating environment, including, without limitation, temperature, humidity, dust, or static charge.
- (v) Destruction or damage, in whole or in part, of Software by any Person other than Contractor.

c. **SOFTWARE WARRANTY DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS §6 OF THIS AGREEMENT, Contractor DISCLAIMS AND COUNTY WAIVES ALL WARRANTIES ON THE SOFTWARE FURNISHED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND LICENSES THE SOFTWARE "AS IS" AND "WITH ALL FAULTS."

7. Functional Specifications. County understands that such Functional Specifications shall be defined in accordance with Contractor standard applications and that any application and/or communication and/or functions not currently supported by Contractor shall be considered "customized" and, as such, may incur additional costs and delivery schedules beyond those stated and agreed to by Contractor.

8. Training. Contractor shall provide training in the operation and maintenance of the Software. The number of training days is described in attached Schedule B. County may request additional training time and/or additional personnel to be trained, provided that any such additional training shall be chargeable to County at Contractor's then current fee for the requested training, plus reasonable travel expenses if such training occurs anywhere other than Contractor's facilities.

9. Third Party Software Licenses. County shall execute all documents reasonably requested by Contractor and will abide by all reasonable requirements with respect to all Third Party Software licensed or sublicensed by Contractor to County under this Agreement, or necessary to the performance of the Software hereunder in accordance with the Functional Specifications, and County agrees to maintain in effect all required licenses and approvals of all applicable third Persons.

10. Restrictions Upon Disclosure of Confidential Information.

a. **Protection.** Recipient shall use commercially reasonable care, but in no event less than the same degree of care it uses to protect its own most confidential and proprietary information, to prevent the unauthorized use, disclosure, publication, or dissemination of Discloser's Confidential Information. Recipient shall provide Discloser's Confidential Information to its employees and necessary contractors only on a "need to know" basis, and always subject to the terms of this Agreement. Recipient agrees to accept and use Discloser's Confidential Information solely in connection with Recipient's participation in, and solely with respect to, this Agreement. Recipient shall inform its employees and necessary contractors of these confidentiality obligations and shall take such steps as may be reasonably requested by Discloser to prevent unauthorized disclosure, copying, or use of Discloser's Confidential Information. Recipient acknowledges that, in the event of a breach by Recipient of its obligations under this §10, in addition to any other right or remedy available to Discloser, at law or in equity, Discloser will suffer irreparable injury, and shall be entitled to preliminary and final injunctive relief (without bond except as otherwise required by applicable law) in order to prevent any further or other breach or any unauthorized use of Discloser's Confidential Information. Recipient shall notify Discloser immediately upon discovery of any prohibited use or disclosure of any of Discloser's Confidential Information or any other breach of these confidentiality

requirements (including by any third parties), and shall fully cooperate with Discloser to assist Discloser in regaining possession of its Confidential Information and to prevent further unauthorized use or disclosure of the same.

- b. *Limited Disclosure.* Recipient may disclose Confidential Information of Discloser if and to the extent required by any judicial or administrative governmental request, requirement, or order, provided that Recipient shall take reasonable steps to provide Discloser sufficient prior notice in order to enable Discloser to contest such request, requirement, or order. Recipient shall, except as otherwise expressly provided by the terms of this Agreement, return all tangible Discloser Confidential Information, including, without limitation, all computer programs, documentation, notes, plans, drawings, and copies thereof, to Discloser immediately upon Discloser's request.
- c. *Ownership.* All Discloser Confidential Information, including, without limitation, any and all adaptations, enhancements, improvements, modifications, revisions, or translations thereof created by Discloser or Recipient, shall be and remain the property of Discloser, and no license or other rights to such Confidential Information is granted or implied hereby. Except as otherwise expressly provided in this Agreement, all Discloser Confidential Information is provided "AS IS" and without any warranty, express, implied, or otherwise, regarding its accuracy or performance.

11. Intellectual Property Indemnity.

- a. *Indemnification of Intellectual Property Infringement Claims.* In the event of any actual or threatened claims by a third party that the Contractor Deliverables infringe upon any Intellectual Property of such third party, Contractor will indemnify County with respect to such claims. County shall immediately notify Contractor of any such claim. For claims related to Third Party Software, no indemnity is provided by Contractor, but Contractor shall, to the extent legally permitted, pass through to County any infringement protections with respect to Third Party Software. The foregoing indemnity shall be ineffective if any of the Contractor Software has been modified, altered, or otherwise changed by County (or on behalf of County by any Person other than Contractor). Contractor will have no liability or obligation under this §11 if any claim of infringement is based upon: (i) the combination, operation, or use of the Software with any component other than Contractor Intellectual Property, if such claim would have been avoided but for such combination, operation, or use; and/or, (ii) any derivative of any Contractor Intellectual Property created by any person other than Contractor. Contractor shall have sole control over the selection of counsel and the defense and settlement of any legal proceeding or other claim and County shall provide Contractor with all reasonable assistance in the defense of the same.
- b. *Remedy.* In the event of a third party claim that the Contractor Deliverables infringe the intellectual property rights of a third party, Contractor shall have the right, as County's sole and exclusive remedy against Contractor, at Contractor's sole election, to: (i) modify the allegedly infringing Contractor Deliverables to be non-infringing, provided that such modification does not adversely impact the functionality of the Software in any material respect; (ii) obtain a license or other rights to enable County to continue to use the applicable Software as contemplated in this Agreement, or (iii) to terminate this Agreement and return to County any unearned fees paid by County to Contractor.

12. Rights in Software, Data and Materials.

- a. *Contractor Ownership.* As between Contractor and County, Contractor shall be the sole owner of all right, title, and interest in and to the Software, all Contractor Deliverables, documentation, and any and all copies or derivatives created by either Party, exclusive only of the County Materials. County hereby irrevocably grants, transfers, and assigns to Contractor, without reservation, all worldwide ownership rights, title, and interest, including, without limitation, any and all Intellectual Property which County may have or acquire, by operation of law or otherwise, in and to any or all of the Software, the Contractor Deliverables, documentation, and in and to any other Intellectual Property of Contractor, along with the good will of the business appurtenant to the use of any of the same. County further hereby irrevocably transfers and assigns to Contractor any and all moral rights County may have in and to such Software, the Contractor Deliverables, documentation, and in and to any other Intellectual Property of Contractor, and hereby forever waives and agrees never to assert any moral rights it may have during or after termination or expiration of this Agreement. County shall, at the request of Contractor, execute any and all documentation necessary to formally transfer such rights to Contractor. County shall promptly notify Contractor in writing if it becomes aware of any violation, infringement, or unfair competition related to the Contractor Intellectual Property.
- b. *County Ownership.* As between Contractor and County, County shall be the sole owner of all right, title, and interest in and to all County Materials. Contractor hereby irrevocably grants, transfers, and assigns to County, without reservation, all worldwide ownership rights, title, and interest, including, without limitation, any and all Intellectual Property rights, which Contractor may have or acquire, by operation of law or otherwise, in and to any

or all of the County Materials. Contractor further hereby irrevocably transfers and assigns to County any and all moral rights Contractor may have in such County Materials, and hereby forever waives and agrees never to assert any moral rights it may have or obtain, during or subsequent to the termination or expiration of this Agreement. Contractor shall, at the request of County, execute any and all documentation necessary to formally transfer such rights to County.

13. Support and Maintenance Services

- a. Scope and Definitions. Contractor shall provide maintenance and support services necessary to ensure that the Software and Contractor Deliverables operate in conformity with Functional Specifications and the documentation. The following terms shall apply to this section.

- (i) Critical Defect – an Error in the Software and Contractor Deliverables or documentation which renders the Software and Contractor Deliverables unable to perform a Functional Specification and for which a workaround is not available.
- (ii) Non-Critical Defect – a defect in the Software and Contractor Deliverables or documentation that materially impacts the operation of the Software and for which a workaround is not available.
- (iii) Telephone Support – the provision of general information and diagnostic advice and assistance concerning the use and operation of the Software and Contractor Deliverables via telephone. Telephone support is intended to be used by a limited number of people designated by County to communicate with Contractor about defects or problems. It is not a substitute for training of personnel by County.
- (iv) Basic Maintenance Period. The Basic Maintenance Period commences on Monday and continues through Friday of each week (8 a.m. to 7 p.m., Eastern Time), except on the following recognized holidays ("Holidays"): New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day.

- b. Covered Maintenance.

- (i) General. Maintenance services and Telephone Support will be performed by Contractor during the Basic Maintenance Period. Maintenance Services do not include the costs of accessories and expendable supplies necessary to operate the Software and Contractor Deliverables.
- (ii) Upgrades. County will receive all updated, patches and enhancements to the Software and Contractor Deliverables (except any New Product), including all related update releases and associated documentation.
- (iii) Online Support and Telephone. Telephone Support includes: (i) remote diagnostics; (ii) service desk and dispatch; (iii) question and answer consulting; and, (iv) non-chargeable user error remedies. Remote diagnostics equipment is required at County locations for remote support, which equipment is to be obtained by County at its sole expense.
- (iv) Exclusions. Maintenance Services do not include maintenance required by: (a) operator error or improper operation or use of the Software and Contractor Deliverables by County; (b) modifications, repairs, or additions to the Software and Contractor Deliverables performed by persons other than Contractor, or damage to Software and Contractor Deliverables by County's employees or third persons, training services. Any maintenance service or related service or training other than the maintenance services described above will be charged at Contractor's then current billable call maintenance rates in effect.
- (v) Response Times. Contractor will use its commercially reasonable efforts to respond within four (4) hours (but only during the Basic Maintenance Period) of notice from County of the need for maintenance services or notice of a request for Online Support or Telephone Support. Any such notice from County shall, to the extent possible, identify all Critical Defects, and, in connection with the provision of any maintenance service, Online Support, and/or Telephone Support, County shall, at its own expense, provide its full good faith support and cooperation with Contractor's efforts at resolution. Non-Critical Defects will be corrected as soon as practicable or in a following update or release.
- (vi) Billable Call Maintenance. Any maintenance service or related service or training other than Covered Maintenance Services will be charged at Contractor's then current billable call maintenance rates in effect. Such rates apply to time spent performing maintenance, including travel time. The minimum charge for billable call maintenance is one-half of one hour (1/2 hour). Should billable call maintenance services require travel to the County's site, County will also be invoiced for actual expenses of travel, including, without limitation, as applicable, mileage, air fare, meals, lodging, and similar expenses; provided, however, that, in the event County is a governmental agency or authority, travel expenses shall be limited in amount by applicable federal

or state statutory requirements. All charges for billable call maintenance shall be due and payable within thirty (30) days following invoice by Contractor.

14. Subscription Termination or Expiration. The term of this Agreement will commence on the date of this Agreement and will continue as long as any Schedule for Software or services is in effect or is added. The term of a schedule for Software or services provided under that schedule will continue during the term stated in that schedule and will then automatically renew for additional periods that are the same as the initial term unless either party gives the other party at least 180 days' advance written notice of its intent that the term not renew for an additional term. Contractor may terminate County's subscription to the Contractor Deliverables if County commits any material breach of the terms and conditions of this Agreement, including non-payment of any fees due to Contractor, if County does not cure any such default within ten (10) days after notice is given to County. Upon termination under this clause or expiration of the Agreement term, County shall discontinue all use of the Software and Contractor Deliverables and shall immediately return to Contractor all copies of the Software and Contractor Deliverables and all other materials which contain any Confidential Information of Contractor in County's possession or control. County shall also permanently delete all copies of all such items residing in County's on or offline computer memory. Contractor shall be entitled to enter into any location controlled by County to repossess and remove all Software, Contractor Deliverables, documentation and any other Confidential Information of Contractor, and/or to deactivate and remove any Software from County's systems. County shall, within five (5) days following the effective date of termination or expiration of County's subscription, certify in writing to Contractor, by an executive officer of County, that all copies of the Software, Contractor Deliverables and all documentation and any other materials required to be returned to Contractor or to be deleted have been returned or deleted as appropriate.

15. Excusable Delays. Notwithstanding any other term or provision of this Agreement, Contractor shall not be liable for delays in delivery, failure to deliver, or otherwise to perform any obligation hereunder when such delay or failure arises from causes beyond the reasonable control of Contractor, including, without limitation, such causes as acts of God or public enemies, labor disputes, supplier or material shortages, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures, fire, flood, storms, earthquake, settling of walls or foundations, epidemics, riots, terrorism, civil commotion, strikes, or war.

16. Limitation of Liability. IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE SUBSCRIPTION FEES PAID BY COUNTY TO Contractor DURING THE SIX (6) MONTH PERIOD PRIOR TO THE ACCRUAL OF THE CLAIM.

17. Limitation on Damages. Contractor SHALL NOT BE LIABLE IN ANY EVENT FOR DAMAGES RESULTING FROM LOSS OF DATA, LOSS OF PROFITS, AND/OR LOSS OF USE OF PRODUCT, OR FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF CONTRACTOR'S LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE.

18. Allocation of Risks. COUNTY UNDERSTANDS AND AGREES THAT THE FEES CHARGED BY Contractor SPECIFICALLY REFLECT THE ALLOCATION OF RISKS AND EXCLUSION OF DAMAGES PROVIDED FOR IN THIS AGREEMENT.

19. Miscellaneous Provisions.

- a) **ARBITRATION.** UPON THE DEMAND OF EITHER PARTY, ANY ACTION OR PROCEEDING SEEKING TO ENFORCE OR TO INTERPRET ANY PROVISION OF THIS AGREEMENT OR ANY RIGHT OR OBLIGATION, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY RIGHT OR OBLIGATION, OF ANY PARTY UNDER OR PURSUANT TO THIS AGREEMENT OR ARISING OUT OF CONTRACTOR'S RELATIONSHIP UNDER THIS AGREEMENT WITH COUNTY, SHALL BE DETERMINED EXCLUSIVELY BY ARBITRATION CONDUCTED BY AND UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION; PROVIDED, HOWEVER, THAT ARBITRATION SHALL NOT BE REQUIRED IN ANY ACTION OR CLAIM BY A PARTY WHICH INCLUDES A REQUEST FOR INJUNCTIVE, EQUITABLE, OR OTHER EMERGENCY RELIEF.
- b) **Binding upon Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.
- c) **Severability.** If any provision of this Agreement shall be invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event no such limiting construction is possible, such invalid or unenforceable provision shall be deemed severed from this Agreement without affecting the validity of any other term or provision hereof.

- d) *Entire Agreement.* This Agreement, together with the schedules, constitutes the entire understanding and agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, written or oral, between the Parties with respect thereto. The express terms hereof control and supersede any course of performance or usage of trade inconsistent with any of the terms of this Agreement. This Agreement may be executed electronically and in any number of counterparts, which will constitute one and the same agreement.
- e) *Amendment and Waivers.* Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the Party to be bound thereby. The waiver by a Party of any breach or default shall not be deemed to constitute a waiver of any other breach or default. The failure of any Party to enforce any provision shall not be construed as or constitute a waiver of the right of such Party to subsequently enforce such provision.
- f) *Notices.* Whenever any Party desires or is required to give any notice, demand, consent, approval, satisfaction, statement, or request with respect to this Agreement, each such communication shall be in writing and shall be effective only if it is delivered by delivery service, over-night delivery service or facsimile (followed by another permitted form of delivery) and addressed to the recipient Party at its notice address provided on the cover page of this Agreement. Such communications, when personally delivered, shall be effective upon receipt. Any Party may change its address for such communications to another address in the United States of America by giving notice of the change to the other Party in accordance with the requirements of this section.
- g) *Choice of Law; Construction of Agreement.* This Agreement will be construed under the laws of the State of Georgia, exclusive of its conflicts of laws, principles, and has been negotiated by the respective Parties and the language shall not be construed for or against any Party. The titles and headings are for reference purposes only and shall not in any manner limit the construction of this Agreement which shall be considered as a whole.
- h) *Further Assurances; Cooperation.* Each Party shall execute such further instruments, documents, and agreements, and shall provide such further written assurances, as may be reasonably requested by the other Party to better evidence and reflect the transactions described in and contemplated by, and to carry into effect the intents and purposes of this Agreement.
- i) *Non-Solicitation.* For a period ending two (2) years following the date of termination or expiration of this Agreement, County shall not solicit the employment or services of, nor employ or otherwise retain, any employee or former employee of Contractor who has been directly or indirectly involved in the development, licensing, installation, or support of any Contractor software product.
- j) *Independent Contractor Status.* It is the intention of the Parties that their relationship is that of independent contractor and this Agreement shall not create any other relationship, whether partnership, joint venture, agency, or otherwise, between the respective Parties. Neither Party has any authority, whether actual, express, implied, or apparent, to bind or otherwise obligate the other Party in any capacity. Contractor shall be entitled to list County in any designation of its Countys in advertising or other published materials of Contractor.
- k) *No Third-Party Beneficiary Rights.* No provision of this Agreement is intended or shall be construed to provide or create any third party beneficiary right or any other right of any kind in any Person other than the Parties and their proper successors and assigns, and all terms and provisions shall be personal solely between the Parties to this Agreement and such proper successors and assigns.
- l) *Survival.* The provisions of Sections 10, 11, 12 and 15 through 19 shall survive the expiration or termination of this Agreement.
- m) *Fees and Costs.* In the event of any litigation or arbitration between the Parties in connection with or arising out of this Agreement, or to enforce any right or obligation of either Party under this Agreement, or for a declaratory judgment, or for the construction or interpretation of this Agreement or any right or obligation under or impacted by this Agreement (in each case, a "Proceeding"), the Party which substantially prevails in any such Proceeding shall be entitled to recover from the other Party all of such prevailing Party's fees and costs, including, without limitation, attorneys' fees, court costs, and costs of expert witnesses and of investigation, incurred at or in connection with any level of the Proceeding, including all appeals.

- n) *Cooperative Procurement:* This agreement may be used as a cooperative procurement vehicle by any jurisdiction that is eligible. Contractor reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, scope and circumstances of that cooperative procurement.

[Signatures on following Page]

I

N WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

COUNTY:

By: _____

Name: _____

Title: _____

Date: _____

PIONEER TECHNOLOGY GROUP

By: _____

Name: _____

Title: _____

Date: _____

[Signature Page to the Master Software Subscription and Services Agreement]

Schedule A
Description of Software and Scope of Authorized Use

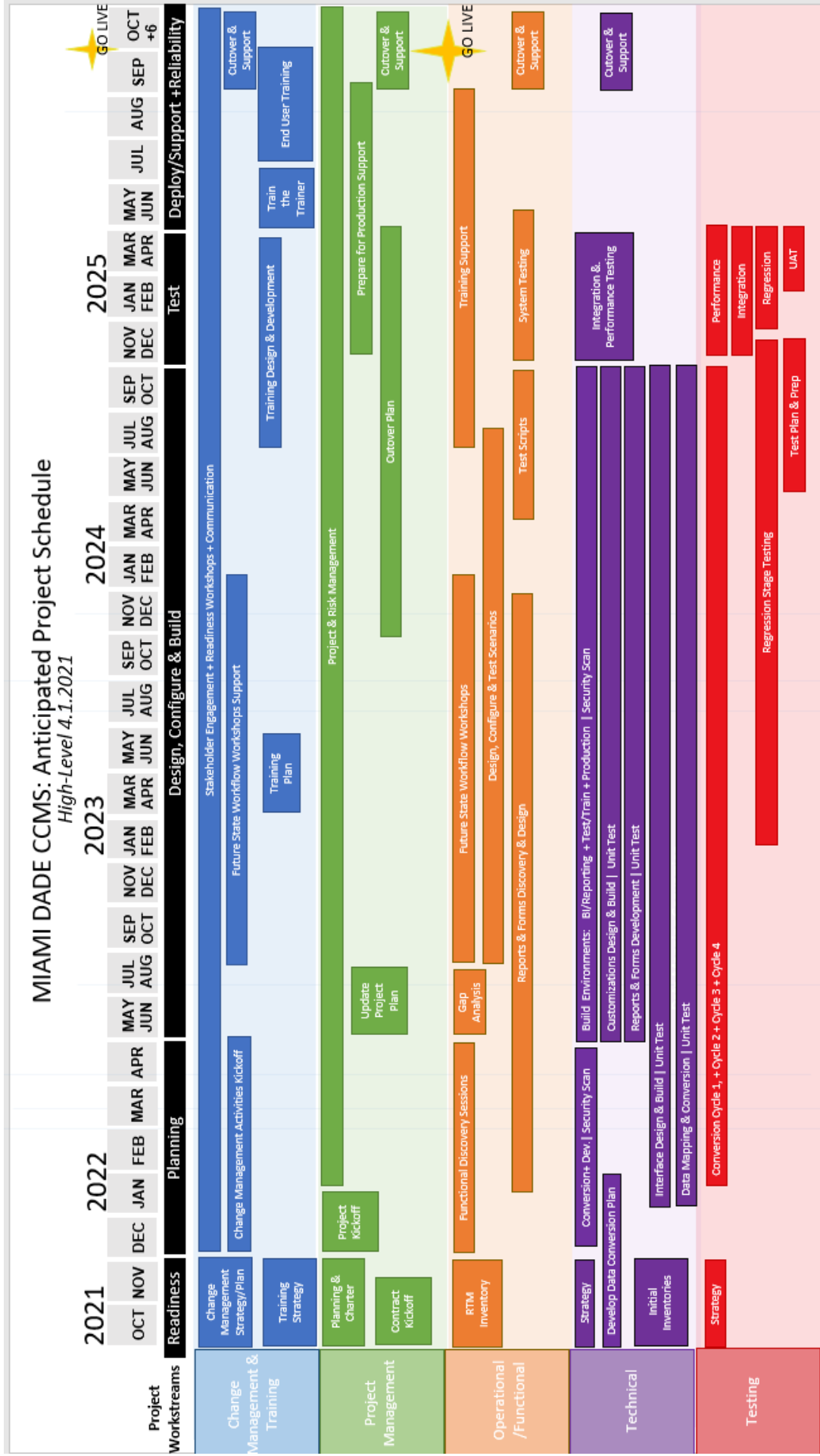
Authorized Field of Use By County: Administration of the Circuit and County Courts for
County, [insert state]

Description of Software:

Schedule B
Statement of Work

Schedule C
Pricing and Payment Schedule
Service Fees

Appendix C - Initial Project Plan



Project Workstreams: The project has been divided into five workstreams as depicted in the table above to demonstrate the parallel activities to be completed in each Project Phase (as further detailed below) as part of the implementation of the CCMS: Change Management & Training, Project Management, Operational/Functional, Technical and Testing. The anticipated staffing roles that will participate in each workstream is outlined in Appendix A, Attachment 5, Resource Allocation Plan.

Project Phases: The project has been divided into 6 timeline phases depicted in the table above and detailed below.

1. **Readiness Phase-** Includes strategies, confirming inventories, and scheduling leading up to project kickoff
 - a) **Change Management & Training workflow-** Ensure successful change management and knowledge transfer with effective communications, development of change management strategy/plan, and training strategy.
 - b) **Project Management workflow-**Introductions and engagement with leads for readiness activities. Including Development of Project Plan & Project Charter. Prepare for Project Kickoff.
 - c) **Operational/ Functional workflow** - Confirm the requirements traceability matrix (RTM) inventory and prepare for the project kickoff.
 - d) **Technical workflow-** Align technical strategies, confirm technical inventories (i.e. the lists of reports, interfaces, customizations and conversions), define infrastructure and security plans, begin development of data conversion plan.
 - e) **Test workflow** - Align testing strategies.
2. **Planning Phase-** Includes project kickoff, functional discovery, gap analysis, and revisions to project schedule.
 - a) **Change Management & Training workflow-** Hold a Change Management Activities Kickoff and deploy change communications to colleagues, management and applicable outside agencies.
 - b) **Project Management workflow-** Kickoff off project, update the Project Plan, and manage project activities.
 - c) **Operational/ Functional workflow-** Participate in functional discovery sessions, gap analysis and reports/forms discovery (forms and reports gathering to begin at project kickoff).
 - d) **Technical workflow-** Finalize data conversion plan. Build the conversion and dev environments. Begin interface design & build and begin data mapping & conversion. guided by the progression of functional discovery sessions to prevent gaps and avoid revisions.
 - e) **Test workflow-** Perform security tests on Dev and Conversion environments. Begin conversion cycles and stage testing.
3. **Design, Configure and Build Phase-** includes hardware infrastructure setup, data conversion, forms and reports development, interface development, and configuration and customization of Benchmark. This phase will include the bulk of the work needed to set up Benchmark specifically for Miami-Dade's requirements
 - a) **Change Management & Training workflow-** Participate (provide subject matter expertise) in the future state workflow workshops. Design and Develop Training Plan.
 - b) **Project Management workflow-** Manage the project activities.
 - c) **Operational/ Functional workflow-** Continue with reports and forms discovery with design, participate with problem identification and resolution in future state work-flow workshops, design configuration and development of test scenarios and scripts.

- d) **Technical workflow-** Continue the activities of data mapping & conversion, interface design & build, Benchmark customization along with building the remaining environments. Will also be engaged in unit testing and development reports & forms. Perform iterative conversion cycles until signoff and approval.
- e) **Test workflow-** Perform security tests on remaining environments, stage regression tests, and plan/prep for remaining tests in next phase.

4. Test Phase- Testing will take place throughout the project and in conjunction with the Configure and Build Phase. This includes Functional Testing, Performance Testing, Unit Testing, Integration Testing, Security Testing, and finally User Acceptance Testing and Signoff. See Testing Section for details.

- a) **Change Management & Training workflow-** Update the standard user guides, training guides and readiness assessment with policies and procedures for each of their respective departments and functional areas.
- b) **Project Management workflow-** Manage project activities
- c) **Operational/ Functional workflow-** Perform system and UAT
- d) **Technical workflow-** Prepare and perform, unit, integration, performance, and regression
- e) **Test workflow-** Perform integration, performance, regression and UAT testing.

5. Deploy & Support Phase The goal of this phase is to ensure the system is working as required prior to the Deploy Phase and to ensure all users are prepared for the go-live. Includes pre go-live planning, go-live and post go-live support. A mock go-live will be performed first to ensure the court is ready for go-live. Pioneer will be onsite during the go-live. See Training Section for details .

- a) **Change Management & Training workflow-** Train the additional trainers with gained experiential and empirical CCMS knowledge, finalize updates to the standard forms and practice presentations for end user trainings. Following- Train the-Trainer sessions, the team of "Super User's" will lead End User trainings and perform cutover and support for Go-Live activities.
- b) **Project Management workflow-** Manage project activities
- c) **Operational/ Functional workflow-** Cutover for training, Go-Live activities.
- d) **Technical workflow-** Cutover & support for Go Live activities.
- e) **Test workflow-** Cutover & support for Go-Live activities.

6. Reliability Period- Following go-live, the County will transition to the 6-month Reliability Period, as defined in Section 20. Referred to as 'Oct +6' in the above schedule.

Interface Sprints: As requested, the interface development sprints for the project schedule are included below:

* we expect shifting as more concrete requirements are discovered and better understanding of actual LOE.

- Sprint 1 – 3 Months – **State Reporting/Integrations**
 - Development – 6 Weeks
 - Demonstrate/test – 2 Weeks
 - Feedback Remediation – 4 Weeks
 - Integrations
 - TCATS
 - CCIS
 - OBTS
 - SRS
 - FL Courts e-File Portal
 - DAVID
 - VINE
- Sprint 2 – 3 months - **Attorney**
 - Development – 6 Weeks
 - Demonstrate/test – 2 Weeks
 - Feedback Remediation – 4 Weeks
 - Integrations
 - Hydra - SAO
 - DefenderData System - Public Defender
 - DefenderData System – 3rd Regional Counsel
 - FL Bar Attorney Eligibility
- Sprint 3 – 3 Months - **Judicial**
 - Development – 6 Weeks
 - Demonstrate/test – 2 Weeks
 - Feedback Remediation – 4 Weeks
 - Integrations
 - FDCCMS
 - Mental health Admin Office CMS
 - Mediation CMS
- Sprint 4 – 3 Months – **Internal County**
 - Development – 6 Weeks
 - Demonstrate/test – 2 Weeks
 - Feedback Remediation – 4 Weeks
 - Integrations
 - Human Resources Management System
 - Geographic Information System
 - TIS/CWB

- SPIRIT
- Miami-Dade Animal Cruelty Tracking System
- Sprint 5 – 3 Months – **iNovah/Finance**
 - Development – 6 Weeks
 - Demonstrate/test – 2 Weeks
 - Feedback Remediation – 4 Weeks
 - Integrations
 - iNovah
 - SBT
 - Aramark Inmate Financial System
- Sprint 6 – 3 Months – **Arrest/Detentions/Custody/Corrections**
 - Development – 6 Weeks
 - Demonstrate/test – 2 Weeks
 - Feedback Remediation – 4 Weeks
 - Integrations
 - AFM
 - Mug Shot System
 - CJIS PID
 - GTL JMS
 - JIIS
- Sprint 7 – 3 Months – **Law Enforcement/MDPD**
 - Development – 6 Weeks
 - Demonstrate/test – 2 Weeks
 - Feedback Remediation – 4 Weeks
 - Integrations
 - eSubpoena
 - Law Query
 - WTS
 - 911 CAD and Mobile for Public Safety
 - CountySuite Sheriff
 - STARLIMS
 - FDLE Sexual Predator
- Sprint 8 – 3 Months - **COC**
 - Development – 6 Weeks
 - Demonstrate/test – 2 Weeks
 - Feedback Remediation – 4 Weeks
 - Integrations

- PTS including Access based reporting sub-system
 - Odyssey CMS
 - RCIS
 - NewVision Recording
 - Sprint 9 – 3 Months – **COC continued**
 - Development – 6 Weeks
 - Demonstrate/test – 2 Weeks
 - Feedback Remediation – 4 Weeks
 - Integrations
 - AgileJury Administration
 - COC Telephony IVR
 - Court Online System (COC Portal for Public Access)
- TBD Interfaces
- Warrants Now
 - SAO Datamart
 - AOC Datamart
 - MDPD RMS

Appendix D – Escrow Agreement



Effective Date	
Deposit Account Number	
*Effective Date and Deposit Account Number to be supplied by Iron Mountain only.	

Three-Party Escrow Service Agreement

1. Introduction

This Three Party Escrow Service Agreement (the “**Agreement**”) is entered into by and between Pioneer Technology Group, LLC (the “**Depositor**”), and by Miami Dade County, Florida (the “**Beneficiary**”) and by Iron Mountain Intellectual Property Management, Inc. (“**Iron Mountain**”). Depositor, Beneficiary, and Iron Mountain may be referred to individually as a “**Party**” or collectively as the “**Parties**” throughout this Agreement.

- (a) The use of the term services in this Agreement shall refer to Iron Mountain services that facilitate the creation, management, and enforcement of software or other technologies escrow accounts as described in Exhibit A attached to this Agreement (“**Services**”). A Party shall request Services under this Agreement by selecting such Service on Exhibit A upon execution of the Agreement or by submitting a work request for certain Iron Mountain Services (“**Work Request**”) via written instruction or the online portal maintained at the website located at www.ironmountainconnect.com or other websites owned or controlled by Iron Mountain that are linked to that website (collectively the “**Iron Mountain Website**”).
- (b) The Beneficiary and Depositor have, or will have, entered into a license agreement or other agreement (identified as Contract No. RFP-01622, hereinafter “**CCMS Agreement**”) conveying intellectual property rights to the Beneficiary, and the Parties intend this Agreement to be considered as supplementary to such agreement, pursuant to Title 11 United States [Bankruptcy] Code, Section 365(n).

2. Depositor Responsibilities and Representations

- (a) It shall be solely the Depositor’s responsibility to: (i) make an initial deposit of all **Deposit Material** (as defined in the CCMS Agreement) to Iron Mountain within forty-five (45) business days of the Effective Date, being the date of each Software Deliverable Go-Live as defined in the CCMS Agreement; (ii) make any required updates to the Deposit Material during the Term (as defined below) of this Agreement; and (iii) ensure that a minimum of one (1) copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain using the form attached to this Agreement as Exhibit B.
- (b) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement and that any current or future Deposit Material liens or encumbrances will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement. Depositor warrants that with respect to the Deposit Material, Iron Mountain’s proper administration of this Agreement will not violate the rights of any third parties.
- (c) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted, the necessary decryption tools and keys to read such material are deposited contemporaneously.

3. Beneficiary Responsibilities and Representations

- (a) Beneficiary acknowledges that, as between Iron Mountain and Beneficiary, Iron Mountain’s obligation is to maintain the Deposit Material as delivered by the Depositor and that, other than Iron Mountain’s inspection of the Deposit Material (as described in Section 4) and the performance of any of the optional verification Services listed in Exhibit A, Iron Mountain has no other obligation regarding the completeness, accuracy, or functionality of the Deposit Material.
- (b) It shall be solely the Beneficiary’s responsibility to monitor whether a deposit or deposit update has been accepted by Iron Mountain.

4. Iron Mountain Responsibilities and Representations

- (a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by Authorized Person(s) (as identified in the “**Authorized Person(s)/Notices Table**” below) representing the Depositor or Beneficiary in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all required information at any time upon notification to the Party originating the Work Request.

Appendix D – Escrow Agreement

- (b) Iron Mountain will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B, Iron Mountain will notify Depositor of such discrepancy.
- (c) Iron Mountain will provide notice to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement. Either Depositor or Beneficiary may obtain information regarding deposits or deposit updates upon request or through the Iron Mountain Website.
- (d) Iron Mountain will follow the provisions of Exhibit C (“Release of Deposit Material”) attached to this Agreement in administering the release of Deposit Material.
- (e) Iron Mountain will hold and protect Deposit Material in physical or electronic vaults that are either owned or under the control of Iron Mountain, unless otherwise agreed to by the Parties.
- (f) Upon receipt of written instructions by both Depositor and Beneficiary, Iron Mountain will permit the replacement or removal of previously submitted Deposit Material. The Party making such requests shall be responsible for getting the other Party to approve the joint instructions. Any Deposit Material that is removed from the deposit account will be either returned to Depositor or destroyed in accordance with Depositor’s written instructions.
- (g) Should transport of Deposit Material be necessary for Iron Mountain to perform Services requested by Depositor or Beneficiary under this Agreement or following the termination of this Agreement, Iron Mountain will use a commercially recognized overnight carrier such as Federal Express or United Parcel Service. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier.

5. Deposit Material Verification

- (a) Beneficiary may submit a verification Work Request to Iron Mountain for one or more of the Services defined in Exhibit A attached to this Agreement and Depositor consents to Iron Mountain’s performance of any level(s) of such Services. Upon request by Iron Mountain and in support of Beneficiary’s request for verification Services, Depositor shall promptly complete and return an escrow deposit questionnaire and reasonably cooperate with Iron Mountain by providing reasonable access to its technical personnel whenever reasonably necessary.
- (b) The Parties consent to Iron Mountain’s use of a subcontractor to perform verification Services. Such subcontractor shall be bound by the same confidentiality obligations as Iron Mountain and shall not be a direct competitor to either Depositor or Beneficiary. Iron Mountain shall be responsible for the delivery of Services of any such subcontractor as if Iron Mountain had performed the Services. Depositor warrants and Beneficiary warrants that any material it supplies for verification Services is lawful, does not violate the rights of any third parties and is provided with all rights necessary for Iron Mountain to perform verification of the Deposit Material.
- (c) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work (“SOW”). Iron Mountain and the requesting Party will mutually agree in writing to an SOW on terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the paying Party; designation of authorized SOW representatives for both the requesting Party and Iron Mountain with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. Provided that the requesting Party has identified in the verification Work Request or SOW that the Deposit Material is subject to the regulations of the International Traffic in Arms Regulations (22 CFR 120) (hereinafter “ITAR”), Iron Mountain shall ensure that any subcontractor who is granted access to the Deposit Material for the performance of verification Services shall be a U.S. Person as defined in 8 U.S.C. 1101(a)(20) or who is a protected person as defined in 8 U.S.C. 1324b(a)(3). After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth in the SOW. If the verification Services extend beyond those described in Exhibit A, the Depositor shall be a necessary Party to the SOW governing the Services.

6. Payment

The Party responsible for payment designated in the Paying Party Billing Contact Table (“**Paying Party**”) shall pay to Iron Mountain all fees as set forth in the Work Request (“**Service Fees**”). All Service Fees are due within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement (as defined below). The Paying Party is liable for any taxes (other than Iron Mountain income taxes) related to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of one percent (1%) per month (12% per annum) or the maximum rate permitted by law, whichever is less. Notwithstanding the non-performance of any obligations of Depositor to deliver Deposit Material under the CCMS Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement.

Appendix D – Escrow Agreement

7. Term and Termination

- (a) The term of this Agreement is for a period of one (1) year from the Effective Date (“**Initial Term**”) and will automatically renew for additional one (1) year terms (“**Renewal Term**”) (collectively the “**Term**”). This Agreement shall continue in full force and effect until one of the following events occur: (i) Depositor and Beneficiary provide Iron Mountain with sixty (60) days’ prior written joint notice of their intent to terminate this Agreement; (ii) Beneficiary provides Iron Mountain and Depositor with sixty (60) days’ prior written notice of its intent to terminate this Agreement; (iii) the Agreement terminates under another provision of this Agreement; or (iv) any time after the Initial Term, Iron Mountain provides sixty (60) days’ prior written notice to the Depositor and Beneficiary of Iron Mountain’s intent to terminate this Agreement. The Effective Date and the Deposit Account Number shall be supplied by Iron Mountain only. The Effective Date supplied by Iron Mountain and specified above shall be the date Iron Mountain sets up the escrow account.
- (b) Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, Iron Mountain shall return physical Deposit Material to the Depositor and erase electronically submitted Deposit Material. If reasonable attempts to return the physical Deposit Material to Depositor are unsuccessful, Iron Mountain shall destroy the Deposit Material.
- (c) In the event of the nonpayment of undisputed Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with written notice of Iron Mountain’s intent to terminate this Agreement. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such written notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending written notice to all Parties. Iron Mountain shall have no obligation to perform the Services under this Agreement (except those obligations that survive termination of this Agreement, which includes the confidentiality obligations in Section 10) so long as any undisputed Service Fees due Iron Mountain under this Agreement remain unpaid.

8. Infringement Indemnification

Anything in this Agreement to the contrary notwithstanding, Depositor at its own expense shall defend, indemnify and hold Iron Mountain fully harmless against any claim or action asserted against Iron Mountain (specifically including costs and reasonable attorneys’ fees associated with any such claim or action) to the extent such claim or action is based on an assertion that Iron Mountain’s administration of this Agreement infringes any patent, copyright, license or other proprietary right of any third party. When Iron Mountain has notice of a claim or action, it shall promptly notify Depositor in writing. Depositor may elect to control the defense of such claim or action or enter into a settlement agreement, provided that no such settlement or defense shall include any admission or implication of wrongdoing on the part of Iron Mountain without Iron Mountain’s prior written consent, which consent shall not be unreasonably delayed or withheld. Iron Mountain shall have the right to employ separate counsel and participate in the defense of any claim at its own expense.

9. Warranties

IRON MOUNTAIN WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A COMMERCIALY REASONABLE MANNER CONSISTENT WITH INDUSTRY STANDARDS. EXCEPT AS SPECIFIED IN THIS SECTION, ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY UPON LEARNING OF ANY CLAIMED BREACH OF ANY WARRANTY AND, TO THE EXTENT ALLOWED BY APPLICABLE LAW, SUCH PARTY’S REMEDY FOR BREACH OF THIS WARRANTY SHALL BE SUBJECT TO THE LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES WAIVER IN THIS AGREEMENT. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

10. Confidential Information

Iron Mountain shall have the obligation to implement and maintain safeguards designed to protect the confidentiality of the Deposit Material and use at least the same degree of care to safeguard the confidentiality of the Deposit Material as it uses to protect its own confidential information, but in no event less than a reasonable degree of care. Except as provided in this Agreement Iron Mountain shall not use or disclose the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third party other than its financial, technical, or legal advisors, or its administrative support service providers. Any such third party shall be bound by the same confidentiality obligations as Iron Mountain. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will promptly notify the Parties to this Agreement unless prohibited by law. After notifying the Parties, Iron Mountain may comply in good faith with such order or subpoena. It shall be the responsibility of Depositor or Beneficiary to challenge any such order or subpoena; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order or subpoena. Iron Mountain will cooperate with the Depositor or Beneficiary, as applicable, to support efforts to quash or limit any order or subpoena, at such Party’s expense.

Appendix D – Escrow Agreement

11. Limitation of Liability

EXCEPT FOR: (I) LIABILITY FOR DEATH OR BODILY INJURY; (II) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (III) THE INFRINGEMENT INDEMNIFICATION OBLIGATIONS OF SECTION 8, ALL OTHER LIABILITY RELATED TO THIS AGREEMENT, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO \$100,000 (USD).

12. Consequential Damages Waiver

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES (EXCLUDING SUBSTITUTE ESCROW SERVICES), OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

13. General

- (a) Purchase Orders. In the event that the Paying Party issues a purchase order or other instrument used to pay Service Fees to Iron Mountain, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.
- (b) Right to Make Copies. Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform the Services. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the requesting Party. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.
- (c) Choice of Law. The validity, interpretation, and performance of this Agreement shall be construed under the laws of the State of Florida, USA, without giving effect to the principles of conflicts of laws.
- (d) Authorized Person(s). Depositor and Beneficiary must each authorize and designate one person whose actions will legally bind such Party ("**Authorized Person**" who shall be identified in the Authorized Person(s) Notices Table of this Agreement or such Party's legal representative) and who may manage the Iron Mountain escrow account through the Iron Mountain website or written instruction. Depositor and Beneficiary warrant that they shall maintain the accuracy of the name and contact information of their respective designated Authorized Person during the Term of this Agreement by providing Iron Mountain with a written request to update its records for the Party's respective Authorized Person which includes the updated information and applicable deposit account number(s).
- (e) Right to Rely on Instructions. With respect to release of Deposit Material or the destruction of Deposit Material, Iron Mountain shall rely on instructions from a Party's Authorized Person. In all other cases, Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine and from an Authorized Person, officer, or other employee of a Party. Iron Mountain may assume that such representative of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth of, or evaluate the merit of, any statement or representation contained in any notice or document reasonably believed to be from such representative.
- (f) Force Majeure. No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, strikes, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- (g) Notices. Iron Mountain shall have the right to rely on the last known address provided by each the Depositor and Beneficiary for its respective Authorized Person and Billing Contact as set forth in this Agreement or as subsequently provided as an update to such address. All notices regarding Exhibit C (Release of Deposit Material) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including but not limited to invoices and payments, may be sent electronically or by regular mail. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice to the last known address of the other Parties, that is refused, unclaimed, or undeliverable shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities, or commercial express mail.
- (h) No Waiver. No waiver of any right under this Agreement by any Party shall constitute a subsequent waiver of that or any other right under this Agreement.
- (i) Assignment. No assignment of this Agreement by Depositor or Beneficiary or any rights or obligations of Depositor or Beneficiary under this Agreement is permitted without the written consent of Iron Mountain, which shall not be unreasonably withheld or delayed. Iron Mountain shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Beneficiary unless Iron Mountain receives clear, authoritative and conclusive written evidence of the change of Parties.

Appendix D – Escrow Agreement

- (j) Severability. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect.
- (k) Independent Contractor Relationship. Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- (l) Attorneys' Fees. Any costs and fees incurred by Iron Mountain in the performance of obligations imposed upon Iron Mountain solely by virtue of its role as escrow service provider including, without limitation, compliance with subpoenas, court orders, discovery requests, and disputes arising solely between Depositor and Beneficiary, including, but not limited to, disputes concerning a release of the Deposit Material shall, unless adjudged otherwise, be divided equally and paid by Depositor and Beneficiary.
- (m) No Agency. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.
- (n) Disputes. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. Prior to filing any claim or action related to this Agreement, the Parties may, but shall not be obligated to, submit such claim or action to non-binding mediation before a mediator mutually agreeable to the Parties. The Depositor and Beneficiary shall share equally in the costs of mediation.
- (o) Interpleader. Anything to the contrary notwithstanding, in the event of any dispute regarding the interpretation of this Agreement, or the rights and obligations with respect to the Deposit Material in escrow or the propriety of any action contemplated by Iron Mountain hereunder, then Iron Mountain may, in its sole discretion, file an interpleader or similar action in any court of competent jurisdiction to resolve any such dispute.
- (p) Regulations. Depositor and Beneficiary each represent and covenant that upon the Effective Date of this Agreement and throughout the term of this Agreement, that: (i) it is not identified on any restricted party lists; or located in countries identified on any restricted country lists; or using the Deposit Material or the Services for any restricted end uses; including those promulgated by the U.S. Departments of State, Commerce and Treasury; (ii) it is and shall remain compliant with all laws and regulations applicable to its performance under this Agreement, including, but not limited to ITAR, any export control and economic sanctions or government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement; and (iii) it will not take any action that will cause Iron Mountain to be in violation of such laws and regulations, and will not require Iron Mountain to directly or indirectly take any action that might cause it to be in violation of such laws and regulations. Depositor will not provide Iron Mountain with Deposit Material that is subject to export controls and controlled at a level other than EAR99/AT. With respect to Deposit Material containing personal information and data, Depositor agrees to (i) procure all necessary consents in relation to personal information and data; and (ii) otherwise comply with all applicable privacy and data protection laws as they relate to the subject matter of this Agreement. Iron Mountain is responsible for and warrants, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations to the extent that it is directly regulated by the law, rule or regulation and to the extent that it knows or has been advised that, as a result of this Agreement, its activities are subject to the law, rule or regulation.
- (q) No Third Party Rights. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all of the Parties.
- (r) Entire Agreement. The Parties agree that this Agreement, which includes all attached Exhibits and all valid Work Requests and SOWs submitted by the Parties, is the complete agreement between the Parties concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified in this Agreement. For the avoidance of doubt, solely as between Depositor and Beneficiary, the terms and conditions of the CCMS Agreement shall remain in full force and effect. Each of the Parties warrant that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its organization as named in this Agreement. This Agreement may be modified only by mutual written agreement of all the Parties.
- (s) Counterparts. This Agreement may be executed electronically in accordance with applicable law or in a number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- (t) Survival. Sections 7 (Term and Termination), 8 (Infringement Indemnification), 9 (Warranties), 10 (Confidential Information), 11 (Limitation of Liability), 12 (Consequential Damages Waiver), and 13 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached to this Agreement.

(BALANCE OF THIS PAGE LEFT INTENTIONALLY BLANK — SIGNATURE PAGE FOLLOWS)

Appendix D – Escrow Agreement

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date by their authorized representatives:

DEPOSITOR		BENEFICIARY	
Signature	<i>Dave Winters</i>	Signature	
Print Name	Dave Winters	Print Name	
Title	Chief Financial Officer	Title	
Date	4/7/2021	Date	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	
Print Name	
Title	
Date	

(BALANCE OF THIS PAGE LEFT INTENTIONALLY BLANK — NOTICES TABLES AND EXHIBITS FOLLOW)

Appendix D – Escrow Agreement

Authorized Person Notices Table

Please provide the names and contact information of the Authorized Persons under this Agreement. Please complete all information as applicable. Incomplete information may result in a delay of processing.

DEPOSITOR (Required information)		BENEFICIARY (Required information)	
Print Name		Print Name	
Title		Title	
Email Address		Email Address	
Street Address		Street Address	
City		City	
State/Province		State/Province	
Postal/Zip Code		Postal/Zip Code	
Country		Country	
Phone Number		Phone Number	
Fax Number		Fax Number	

**Paying Party Billing Contact Information Table
(Required information)**

Please provide the name and contact information of the Billing Contact for the Paying Party under this Agreement. All Invoices will be sent to this individual at the address set forth below. Incomplete information may result in a delay of processing.

Company Name	Pioneer Technology Group
Print Name	Stacey Miksa
Title	EVP of Technology
Email Address	stacey@ptghome.com
Street Address	1100 Central Park Drive, Ste 100
City	Sanford
State/Province	Florida
Postal/Zip Code	32751
Country	United States
Phone Number	407-321-7434
Fax Number	
Purchase Order #	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 6111 Live Oak Parkway, Norcross, Georgia, 30093, USA. Telephone: 800-875-5669. Facsimile: 770-239-9201

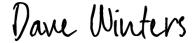
Exhibit A
Escrow Services Fee Schedule – Work Request

Deposit Account Number	
-------------------------------	--

Service	Service Description - Three-Party Escrow Service Agreement	One-Time/Per Service Fees	Annual Fees
All services are listed below. Check the requested service and submit a Work Request to Iron Mountain for services requested after agreement signature.			
☒ Setup Fee (Required at Setup)	One-time Setup Fee for Iron Mountain to setup a standard Three-Party Escrow Service Agreement.	\$2,700	
☒ Deposit Account Fee (Required at Setup)	Iron Mountain will set up one deposit account to manage and administrate access to Deposit Material to be secured in a controlled storage environment. Iron Mountain will provide account services that include unlimited deposits, electronic vaulting, access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. Release of deposit material is also included in the annual fee. An oversize fee of \$200 USD per 1.2 cubic foot will be charged for deposits that exceed 2.4 cubic feet.		\$1,200
☒ Beneficiary Fee (Required at Setup)	Iron Mountain will fulfill a Work Request to add a Beneficiary to an escrow deposit account and manage account access rights. Beneficiary will have access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status.		\$950
☐ File List Test	Iron Mountain will perform one (1) File List Test, which includes a Deposit Material media readability analysis, a file listing, a file classification table, virus scan outputs, and confirmation of the presence or absence of a completed escrow deposit questionnaire. A final report will be sent to the requesting Party regarding the Deposit Material. The deposit must be provided on CD, DVD-R, or deposited electronically. If, through no fault of Iron Mountain, testing cannot be completed within twelve (12) months of being ordered, Iron Mountain will issue a final failed test report identifying the reason for the failure and the testing shall be considered completed.	\$3,000	N/A
☐ Level 1 Inventory and Analysis Test	Iron Mountain will perform one (1) Inventory and Analysis Test on the specified deposit, which includes the outputs of the File List Test, identifying the presence/absence of build, setup and design documentation (including the presence or absence of a completed escrow deposit questionnaire), and identifying materials required to recreate the Depositor's application development and production environments. Output includes a report that includes compile and setup documentation, file classification tables and file listings. The report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, and Iron Mountain's analysis of the deposit. A final report will be sent to the requesting Party regarding the Deposit Material. If, through no fault of Iron Mountain, testing cannot be completed within twelve (12) months of being ordered, Iron Mountain will issue a final failed test report identifying the reason for the failure and the testing shall be considered completed.	\$6,000 or based on SOW if custom work required	N/A
☐ Dual Vaulting	Iron Mountain will store and manage a redundant copy of the Deposit Material in one (1) additional location. All Deposit Material (original and copy) must be provided by the Depositor.	N/A	\$800
☐ Remote Vaulting	Iron Mountain will store and manage the Deposit Material in a remote location, designated by the client, outside of Iron Mountain's primary escrow vaulting location. All Deposit Material (original and copy) must be provided by the Depositor.	N/A	\$800
☒ Custom Contract Fee	Custom contract changes to Iron Mountain templates are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts.	\$950	N/A
Additional Verification Services (Fees based on Statement of Work)			
Level 2 Deposit Compile Test	Iron Mountain will fulfill a Statement of Work (SOW) to perform a Deposit Compile Test, which includes the outputs of the Level 1 - Inventory and Analysis Test, plus recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code, providing a pass/fail determination, and creation of comprehensive compilation documentation with a final report sent to the Paying Party regarding the Deposit Material. The requesting Party and Iron Mountain will agree on a custom SOW prior to the start of fulfillment. A completed escrow deposit questionnaire is required for execution of this test.		
Level 3 Binary Comparison Test	Iron Mountain will fulfill a Statement of Work (SOW) to perform one Binary Comparison Test - Binary Comparison, which includes the outputs of the Level 2 test, a comparison of the executable files built from the Deposit Compile Test to the actual executable files in use by the Beneficiary to ensure a full binary-level match, with a final report sent to the Requesting Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom SOW prior to the start of fulfillment. A completed escrow deposit questionnaire is required for execution of this test.		
Level 4 Full Usability Test	Iron Mountain will fulfill a Statement of Work (SOW) to perform one Deposit Usability Test - Full Usability, which includes which includes the outputs of the Level 1 and Level 2 tests (if applicable). Iron Mountain will confirm that the deposited application can be setup, installed and configured and, when installed, will execute functional tests, based on pre-determined test scripts provided by the Parties, and create comprehensive setup and installation documentation. A final report will be sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom SOW prior to the start of fulfillment. A completed escrow deposit questionnaire is required for execution of this test.		

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK – PAYING PARTY SIGNATURE PAGE FOLLOWS)

Pursuant to the Agreement, the undersigned hereby issues this Work Request for performance of the Service(s) selected above.

Paying Party – For Future Work Request Use Only	
Paying Party Name	Pioneer Technology Group
Signature	
Print Name	Dave Winters
Title	Chief Financial Officer
Date	4/7/2021

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All Work Requests should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 6111 Live Oak Parkway, Norcross, Georgia, 30093, USA. Telephone: 800-875-5669. Facsimile: 770-239-9201

Exhibit B**Deposit Material Description**

(This document must accompany each submission of Deposit Material)

Company Name		Deposit Account Number	
Deposit Name		Deposit Version	

(Deposit Name will appear in account history reports)

Deposit Media

(Please Label All Media with the Deposit Name Provided Above)

Media Type	Quantity	Media Type	Quantity
☐ CD-ROM / DVD		☐ USB Drive	
☐ DLT Tape		☐ Documentation	
☐ DAT Tape(4mm/8mm)		☐ Hard Drive / CPU	
☐ LTO Tape		☐ Circuit Board	
☐ Other (please describe):			

	Total Size of Transmission (specify in bytes)	# of Files	# of Folders
☐ Electronic Deposit			

Deposit Encryption

(Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted? ☐ Yes or ☐ No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit. Depositor at its option may submit passwords on a separate Exhibit B.

Encryption tool name		Version	
Hardware required			
Software required			
Other required information			

Deposit Certification (Please check the box below to certify and provide your contact information)

☐ I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below.		☐ Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically. Iron Mountain will notify Depositor of any discrepancies.	
Print Name		Name	
Date		Date	
Email Address			
Telephone Number			

Note: If Depositor is physically sending Deposit Material to Iron Mountain, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:

Iron Mountain Intellectual Property Management, Inc.
 Attn: Vault Administration
 6111 Live Oak Parkway
 Norcross, GA 30093
 Telephone: 800-875-5669
 Facsimile: 770-239-9201

Exhibit C

Release of Deposit Material

Deposit Account Number	
------------------------	--

Iron Mountain will use the following procedures to process any Beneficiary Work Request to release Deposit Material. All notices under this Exhibit C shall be sent pursuant to the terms of Section 13(g) Notices.

1. **Release Conditions.**

Depositor and Beneficiary agree that a Work Request for the release of the Deposit Material shall be based solely on one or more of the following conditions or events (defined as “**Release Conditions**”):

- (i) Depositor is the named debtor in any bankruptcy or insolvency proceeding and fails to perform all obligations required under this Agreement and fails to support the Software as provided in the CCMS Agreement; or
- (ii) Depositor has made a general assignment for the benefit of its creditors and fails to perform all obligations required under this Agreement and fails to support the Software as provided in the CCMS Agreement; or
- (iii) Depositor has terminated its on-going business operations or subset therefore related to the Deposited Material or has transferred all or substantially all of the assets or obligations associated with or set forth in this Agreement or the CCMS Agreement to a third party except in connection with a continuation of the Depositor’s business; or
- (iv) Depositor becomes incapable of providing, or refuses to provide, the Software, or Maintenance Services (as those terms are defined in the CCMS Agreement), it being understood and agreed that Depositor shall be deemed to be “incapable” of performing, or as having “refused” to perform, an activity or obligation if either an authorized officer of Depositor so informs Beneficiary in writing or, as a result of Depositor’s failure to (A) provide Updates or Upgrades or (B) materially perform Services under the CCMS Agreement; or
- v) The rights of Beneficiary to use the Software as provided in the CCMS Agreement are terminated or estopped because Depositor fails to maintain and provide software licenses, including rights to intellectual property and licenses for the Deposit Materials as reflected in the CCMS Agreement; or
- vi) Beneficiary terminates the CCMS Agreement with the Depositor for reasons of default.

For the avoidance of doubt, Iron Mountain shall not exercise any discretion nor make any determination regarding the validity of a Release Condition nor the Beneficiary’s eligibility to submit a Work Request for the release of the Deposit Material. Iron Mountain shall rely solely on notice from the Beneficiary in a Work Request of the occurrence of a Release Condition. Iron Mountain will release the Deposit Material pursuant to the process set forth in this Exhibit C.

2. **Release Work Request.**

A Beneficiary may submit a Work Request to Iron Mountain to release the Deposit Material covered under this Agreement. To the extent that the Deposit Material is subject to applicable U.S. export control regulations and laws, including ITAR, the Beneficiary Work Request to release the Deposit Material must include Beneficiary’s certification that such release would be compliant with the applicable U.S. export control regulations and laws, including ITAR. Iron Mountain will send a written notice of this Beneficiary Work Request within five (5) business days to the Depositor’s Authorized Person.

3. **Contrary Instructions.**

From the date Iron Mountain mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor’s Authorized Person shall have ten (10) business days to deliver to Iron Mountain contrary instructions. Contrary instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured (“**Contrary Instructions**”). Contrary Instructions shall be on company letterhead and signed by a Depositor Authorized Person. Upon receipt of Contrary Instructions, Iron Mountain shall promptly send a copy to Beneficiary’s Authorized Person. Additionally, Iron Mountain shall notify both Depositor and Beneficiary Authorized Persons that there is a dispute to be resolved pursuant to the Disputes provisions of this Agreement. Iron Mountain will continue to store Deposit Material without release pending (i) instructions from Depositor to release the Deposit Material to Beneficiary; or (ii) dispute resolution pursuant to the Disputes provisions of this Agreement; or (iii) withdrawal of Contrary Instructions from Depositor’s Authorized Person or legal representative; or (iv) receipt of an order from a court of competent jurisdiction. The existence of a Release Condition dispute shall not relieve the Paying Party from payment of applicable Service Fees.

4. **Release of Deposit Material.**

If Iron Mountain does not receive timely Contrary Instructions from a Depositor Authorized Person or receives written instructions directly from Depositor’s Authorized Person to release a copy of the Deposit Material to the Beneficiary, Iron Mountain is authorized to release Deposit Material to the Beneficiary. Iron Mountain is entitled to receive any

undisputed, unpaid Service Fees due Iron Mountain from the Parties before fulfilling the Work Request to release Deposit Material covered under this Agreement. Any Party may cure a default of payment of Service Fees.

5. Termination of Agreement Upon Release.

This Agreement will terminate upon the release of Deposit Material held by Iron Mountain.

6. Right to Use Following Release.

Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the CCMS Agreement. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material.