

Date: June 3, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

Agenda Item No. 8(P)(4)

Resolution No. R-552-25

Subject: Recommendation to Award a Contract for Law Enforcement Records Management System

Summary

This item is for award of a contract for the purchase of a Law Enforcement Records Management System (LERMS) for the Miami-Dade Sheriff's Office (MDSO), formerly Miami-Dade Police Department (MDPD). The contract will provide for the implementation of an agency-wide record management system for the storage, retrieval, retention, manipulation, archiving, and viewing of information, records, documents, and files pertaining to law enforcement operations. LERMS is specifically designed to maintain records directly related to law enforcement operations and allow single entry of data, while supporting multiple reporting mechanisms and reduce or eliminate paper-based processes. MDSO currently fulfills its law enforcement records needs through a combination of legacy in-house developed programs, commercially available law enforcement applications, and manual processes. As such, implementing this new centralized system is a top priority for the Sheriff. The proposer, Niche, has extensive experience, capabilities, and qualifications to successfully provide and implement LERMS with the functionality and structure that meet critical operational needs. The Information Technology Department (ITD) will manage the contract on behalf of MDSO, and will provide implementation, integration, data conversion, configurations, training, and technical support services.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a competitive contract award, *Contract No. RFP-01531, Law Enforcement Records Management System*, to Niche Technology USA Limited, Inc. (Niche) in the amount of \$16,596,242 for an initial five-year term with two, five-year option to renew terms for ITD on behalf of MDSO. There is no current or previous contract for an LERMS for MDSO.

Background

MDSO is one of the largest law enforcement agencies in the United States. The agency generates a significant volume of operational law enforcement records each year including, but not limited to:

- Approximately 490,000 cases, of which 140,000 were assigned to investigators at various priority levels
- 30,000 Arrest Forms
- 200,000 Offense Incident Reports
- 150,000 Citations
- 40,000 Supplemental Reports
- 50,000 Crash Reports
- 20,000 Field Interviews
- 8,000 Criminal Regulations, plus records associated with approximately 2,300 Sexual Offenders/Predators within the County.

The proposed solution will replace aging, legacy systems and applications with current technology, consolidate disparate silos of information into one central repository, and integrate with appropriate internal and external systems across local, regional, state, and federal levels to collect and share data, to further MDSO's law enforcement mission.

The solution will provide incident report writing capabilities for all users within MDSO and will reduce duplication of data entry. It will enhance data accuracy and quality through a "single point of data entry" approach, along with automated data validation where appropriate. LERMS will expedite the workflow and availability of records across MDSO and partner law enforcement agencies. It will also provide investigative case management functionality across MDSO, including electronic assignment, oversight, and electronic case folder functions. In addition, it will serve as the statistical reporting and investigative analytical information gathering tool, ensuring that records are made available as needed and secured where appropriate while minimizing the time and effort required to locate and retrieve them. LERMS will support mandated statistical crime reporting to the Federal Bureau of Investigations Uniform Crime Reporting (UCR) Program through the National Incident-Based Reporting System (NIBRS).

A Request for Proposals was issued under full and open competition on August 27, 2020. On the closing date of October 8, 2020, the County received five proposals from four firms. All proposals were assessed for responsiveness and subsequently three proposals were sent to the County Attorney's Office (CAO) for review. On March 2, 2021, the CAO opined that all proposals met the solicitation requirements and were responsive. On March 2, 2021, Neutrality Affidavits were submitted to the Office of the Commission Auditor (OCA) on March 15, 2021. OCA conducted background research and concluded that no potential conflict of interest existed for the voting and non-voting Selection Committee members on April 6, 2021.

The proposals were then distributed to the Selection Committee members which requested time to review the voluminous proposals. Evaluation meetings began in June 2021 but were delayed due to several Selection Committee members being deployed to the Surfside building collapse rescue efforts, prolonged evidence preservation tasks, and other associated responsibilities. Evaluation meetings resumed in October 2021 and continued through November 2021, which resulted in the request for oral presentations for all vendors. Oral Presentations were held January 2022 through March 2022, and subsequent final scoring was completed on March 10, 2022. The Coordinator Report (attached), which requested authorization to negotiate, was approved on June 30, 2022. Due to scheduling conflicts of the negotiating team members from the former County department, negotiations with the top-ranked proposer, Niche, were delayed and commenced in May 2023 and concluded in November 2023. The negotiated contract was then submitted to the CAO for legal sufficiency review, which was approved in mid-March 2024. The County has since been exploring options for fully funding the purchase, implementation, maintenance, and support of the project, as the original budget was underestimated due to an increase in the number of sworn officers from 2,500 to 3,197. Identifying how to bridge the gap in funding was a significant challenge, as it required careful analysis of available resources and options and aligning them with the department's needs. Moreover, the complexity of filling the funding gap was compounded by the need to balance the County's budget priorities with the desire of MDSO to move the procurement forward. The Office of Management and Budget was directly involved in collaboration with ITD, the Strategic Procurement Department (SPD), and MDSO to update the capital budget for this project. This initiative is a joint effort between the County and MDSO, with funding contributions from both entities, though the County remains the primary funder. This capital project has been in the budget for several years and serves as a foundational system for MDSO, integrating all of its legacy systems. In February 2025, an additional responsibility review meeting was held with Niche to confirm the system being purchased has the latest technology frameworks and runs on current operating systems, browsers and database servers. In addition to the solution, County licenses will include the web version of the application.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the five-year term is \$6,290,758. Should the County choose to exercise, at its sole discretion, the two, five-year options to renew, the estimated cumulative value will be \$16,596,242.

This project is a funded capital initiative included in the FY 2024-25 Adopted Budget. The allocated funding covers both the implementation of the system and the ongoing operating costs, ensuring that annual maintenance and support will be incorporated into the Sheriff's annual operating budget.

Department	Allocation	Funding Source	Contract Manager
ITD*	\$16,596,242	Bonds Proceeds / MDSO Impact Fees / General Funds (Annual Operating Maintenance and Support)	Nury Avila
Total	\$16,596,242		

*It should be noted that the contract contains termination for convenience and assignment provisions, which can be exercised if the commodities and services in this item are affected by the establishment of the constitutional offices.

Track Record/Monitor

Natalya Vasilyeva of SPD is the Procurement Contracting Manager.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the contract, including any cancellation, renewals, or extensions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

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. During the market research phase, outreach efforts entailed engaging local firms through sharing the project's scope on the County's Future Solicitation website. There were six Small Business Enterprise (SBE) certified firms under the applicable commodity codes; however, none of them responded as being able to meet the project requirements.

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Niche Technology USA Limited, Inc.	629 McDermot Avenue Winnipeg, Manitoba	None	99	Christian Reinhard Schneider
			1%	

*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
Axon Enterprises, Inc.	No	Evaluation Scores/Ranking
CentralSquare Technologies	No	
Mark43, Inc.	No	

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues through various vendor responsibility lists and a keyword internet search. 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 applies.
- The Small Business Enterprise Selection Factor and Local Preference were applicable.
- The Living Wage Ordinance does not apply.

Attachment

A handwritten signature in blue ink, appearing to read 'C Edwards', with a horizontal line underneath.

Carladenise Edwards
Chief Administrative Officer

Memorandum



Date: June 30, 2022

To: Namita Uppal, C.P.M.
Deputy Director and Chief Procurement Officer
Internal Services Department

Thru: Lydia Osborne, Ph.D., C.P.P.O, C.P.P.B., NIGP-CPP
Strategic Procurement Division Director
Internal Services Department

From: Brandon Nealey, C.P.P.B.
Procurement Contracting Officer
Chairperson, Competitive Selection Committee

Brandon Nealey

Subject: Report of Competitive Selection Committee for RFP No. 01531, Law Enforcement Records Management System

The Internal Services Department (ISD), Strategic Procurement Division (SPD), issued a competitive Request for Proposals on August 27, 2020, on behalf of the Information Technology Department, to obtain proposals from qualified firms to provide for a technically sound, scalable, and state of the art comprehensive Law Enforcement Records Management System (LERMS, or RMS). The County anticipates awarding a single contract for a five (5) year term with two (2) five (5) year option to renew terms.

On October 8, 2020, five proposals from four firms were submitted in response to the solicitation. The Competitive Selection Committee (Committee) has completed the evaluation of proposals following the guidelines published in the solicitation.

Competitive Selection Committee meeting dates:

March 2, 2021 (Kick-off Meeting)

June 15-18, 2021 (Evaluation Meeting)

October 20 -21, 2021 (Evaluation Meeting)

November 5 and 18, 2021 (Evaluation and Scoring Meeting)

January 31, 2022 (Oral Presentation: Niche Technology USA Limited)

February 1 and 7, 2022 (Oral Presentation: Niche Technology USA Limited)

February 14 - 16, 2022 (Oral Presentation: CentralSquare Technologies, LLC)

March 1 – 2, 2022 (Oral Presentation: Axon Enterprises, Inc.)

March 7 9, 2022 (Oral Presentation: Mark43, Inc.)

March 10, 2022 (Evaluation, Scoring and Recommendation Meeting)

Verification of compliance with contract measures:

A Small Business Enterprise (SBE) Selection Factor was assigned to this solicitation. There are six (6) SBE certified firms under commodity codes 95882 and 20857; however, none of the firms responded as being able to meet the project requirements.

Verification of compliance with minimum qualification requirements and responsiveness:

The solicitation did not have any minimum qualification requirements.

The following three (3) Proposers' proposals were forwarded to the County Attorney's Office (CAO) for a responsiveness determination: CentralSquare Technologies, LLC, Mark43, Inc. and Niche Technology USA Limited.

The CAO subsequently deemed all proposals to be responsive and in compliance with the requirements of the solicitation.

Local Certified Veteran's Business Enterprise Preference:

None of the proposers qualified for the preference.

Summary of scores:

The preliminary scores are as follows:

Pre-Oral Presentations

Proposer	Technical Score (max. 4250)	Price Score (max. 750)	Total Combined Score (max. 5000)	Price/Cost Submitted
Niche Technology USA Limited	3470	665	4135	\$5,561,348.00
CentralSquare Technologies (On-Premise)	2627	523	3150	\$6,131,516.91
CentralSquare Technologies	2612	523	3135	\$4,885,645.00
Axon Enterprises, Inc.	2415	578	2922	\$18,956,607.00
Mark43, Inc.	2463	429	2892	\$3,419,020.00

In an effort to clarify the Proposers' responses to the solicitation and observe the functionality of the proposed Solution, the Committee decided to hold oral presentations for all Proposers that submitted a proposal for this solicitation.

The final scores are as follows:

Post-Oral Presentations

Proposer	Technical Score (max. 4250)	Price Score (max. 750)	Total Combined Score (max. 5000)	Price/Cost Submitted
Niche Technology USA Limited	3330	402	3932	\$5,561,348.00
CentralSquare Technologies	2687	563	3250	\$4,885,645.00
CentralSquare Technologies (On-Premise)	2687	563	3250	\$6,131,516.91
Mark43, Inc.	2476	461	2937	\$3,419,020.00
Axon Enterprises, Inc.	2164	527	2691	\$18,956,607.00

Local Preference:

Local preference was included in the solicitation, but did not impact the outcome, as none of the Proposers have an address in Miami-Dade County.

Negotiations:

The Committee recommends that the County enter into negotiations with the highest ranked proposer Niche Technology USA Limited. The following individuals will participate in the negotiations:

Brandon Nealey, Procurement Contracting Officer, Internal Services Department
 Jose Rivero, Commander Information and Technology Services Bureau, Miami-Dade Police Department (MDPD)
 Filip Adamowicz, Senior Systems Analyst/Programmer, Information Technology Department (ITD)
 Yuly Chaux-Ramirez, IT Sr. Contracts & Procurement Officer, ITD
 Ronald Sliman, Police Lieutenant Communications Bureau, MDPD
 Damaris Ramos, Administrative Officer 3 Central Records Bureau. MDPD

Technical and operational assistance and feedback will be requested from appropriate participants as needed during the negotiation process.

Consensus Statement: The Committee recommends Niche Technology USA Limited for award. The Committee determined that Niche Technology USA Limited has the necessary qualifications and relevant experience, as well as the technical capability, to provide the Law Enforcement Records Management System (LERMS, or RMS) to meet the needs of the County. The firm's proposal provides a clear understanding of the County's needs and their proposed RMS strongly addresses the functional and technical requirements as outlined in the solicitation. In addition, the firm has the capabilities to provide the on-going service required to keep the proposed RMS operational now and into the future.

Through negotiations, staff will establish a comprehensive functional scope, as well as terms and conditions, and will seek to achieve an appropriate pricing structure to ensure the best value to the County.

Copies of the score sheets are attached for each Committee member, as well as a composite score sheet. Your approval of the Committee's recommendation is requested.

Approved

Namita Uppal

Digitally signed by Namita Uppal
DN: cn=Namita Uppal,
o=Miami Dade County,
ou=Chief Procurement Officer,
email=uppaln@miamidade.gov, c=US
Date: 2022.06.30 14:56:50 -04'00'

Namita Uppal
Deputy Director and Chief Procurement Officer

Date _____

RFP NO. 01531
TITLE: Law Enforcement Records Management System
EVALUATION OF PROPOSALS

COMPOSITE

EVALUATION CRITERIA	PROPOSERS	Maximum Points Per Member	Maximum Total Points (_members)	Axon Enterprises, Inc.	CentralSquare Technologies	CentralSquare Technologies (On-Premise)	Mark43, Inc.	Niche Technology USA Limited
	Proposer's relevant experience and qualifications including proficiency with Delivering Law Enforcement-specific Records Management Systems, key Personnel of the Proposer and any key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. Evaluation of this criteria shall be upon Proposer's responses to Questions No. 1 through 14 in the Proposer Information Section.	200	1000	563	660	660	607	856
	Proposer's approach and methodology to providing the services requested in this Solicitation including project management, timeline, configuration, customization, implementation, escrow, training, maintenance and technical support services. Evaluation of this criteria shall be based upon Proposer's responses to Questions No. 15-42 in the Proposer Information Section.	200	1000	578	622	637	568	826
	Solution Functionality: Proposer's capability to meet the Functional, Technical and Interface specifications, including the ability for the Proposer to complete development of interfaces, as described in this Solicitation. Evaluation of this criteria shall be based upon Proposer's responses to Questions No. 43 through 105, Technical Matrix, Functionality Matrix, and Interface Matrix in the Proposer Information Section.	450	2250	1274	1330	1330	1288	1788
	Total Technical Points	850	4250	2415	2612	2627	2463	3470
	Price Points	150	750	507	523	523	429	665
	TOTAL POINTS	1000	5000	2922	3135	3150	2892	4135
Ranking				4	3	2	5	1

Signature: <u>Brandon Nealey</u> Chairperson Signature: <u>Sade Chaney</u> Reviewer	Print Name: <u>Brandon Nealey</u> Print Name: <u>Sade Chaney</u>
Date: <u>11/18/2021</u> Date: <u>11/18/2021</u>	

RFP NO. 01531
LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Emilio Canasi

EVALUATION CRITERIA / PROPOSERS	Maximum Points	Axon Enterprises, Inc.	CentralSquare Technologies	CentralSquare Technologies (On Premise)	Mark43, Inc.	Niche Technology USA Limited
Proposer's relevant experience and qualifications including proficiency with Delivering Law Enforcement-specific Records Management Systems, key Personnel of the Proposer and any key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. Evaluation of this criteria shall be upon Proposer's responses to Questions No. 1 through 14 in the Proposer Information Section.	200	80	100	100	75	150
Proposer's approach and methodology to providing the services requested in this Solicitation including project management, timeline, configuration, customization, implementation, escrow, training, maintenance and technical support services. Evaluation of this criteria shall be based upon Proposer's responses to Questions No. 15-42 in the Proposer Information Section.	200	100	80	80	75	150
Solution Functionality: Proposer's capability to meet the Functional, Technical and Interface specifications, including the ability for the Proposer to complete development of interfaces, as described in this Solicitation. Evaluation of this criteria shall be based upon Proposer's responses to Questions No. 43 through 105, Technical Matrix, Functionality Matrix, and Interface Matrix in the Proposer Information Section.	450	200	150	150	150	350
Price Points	150	120	100	100.00	50.00	140.00

I understand that by typing my name into the signature block, I am electronically executing this form and the scores included are based upon my own evaluation of Proposals.

E Canasi

SIGNATURE

11/18/2021

DATE

RFP NO. 01531
LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Jose Rivero

EVALUATION CRITERIA / PROPOSERS	Maximum Points	Axon Enterprises, Inc.	CentralSquare Technologies	CentralSquare Technologies (On Premise)	Mark43, Inc.	Niche Technology USA Limited
Proposer's relevant experience and qualifications including proficiency with Delivering Law Enforcement-specific Records Management Systems, key Personnel of the Proposer and any key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. Evaluation of this criteria shall be upon Proposer's responses to Questions No. 1 through 14 in the Proposer Information Section.	200	150	170	170	160	190
Proposer's approach and methodology to providing the services requested in this Solicitation including project management, timeline, configuration, customization, implementation, escrow, training, maintenance and technical support services. Evaluation of this criteria shall be based upon Proposer's responses to Questions No. 15-42 in the Proposer Information Section.	200	140	160	160	150	180
Solution Functionality: Proposer's capability to meet the Functional, Technical and Interface specifications, including the ability for the Proposer to complete development of interfaces, as described in this Solicitation. Evaluation of this criteria shall be based upon Proposer's responses to Questions No. 43 through 105, Technical Matrix, Functionality Matrix, and Interface Matrix in the Proposer Information Section.	450	300	330	330	320	425
Price Points	150	120	120	120.00	120.00	140.00

I understand that by typing my name into the signature block, I am electronically executing this form and the scores included are based upon my own evaluation of Proposals.

Jose L. Rivero

SIGNATURE

11/18/2021

DATE

RFP NO. 01531
LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Oliver Spicer

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Axon Enterprises, Inc.	CentralSquare Technologies	CentralSquare Technologies (On-Premise)	Mark43, Inc.	Niche Technology USA Limited
	Proposer's relevant experience and qualifications including proficiency with Delivering Law Enforcement-specific Records Management Systems, key Personnel of the Proposer and any key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. Evaluation of this criteria shall be upon Proposer's responses to Questions No. 1 through 14 in the Proposer Information Section.	200	150	170	170	170	190
	Proposer's approach and methodology to providing the services requested in this Solicitation including project management, timeline, configuration, customization, implementation, escrow, training, maintenance and technical support services. Evaluation of this criteria shall be based upon Proposer's responses to Questions No. 15-42 in the Proposer Information Section.	200	160	150	165	160	180
	Solution Functionality: Proposer's capability to meet the Functional, Technical and Interface specifications, including the ability for the Proposer to complete development of interfaces, as described in this Solicitation. Evaluation of this criteria shall be based upon Proposer's responses to Questions No. 43 through 105, Technical Matrix, Functionality Matrix, and Interface Matrix in the Proposer Information Section.	450	291	368	368	340	320
	Price Points	150	150	150	150	150	150

I understand that by typing my name into the signature block, I am electronically executing this form and the scores included are based upon my own evaluation of Proposals.

SIGNATURE

RFP NO. 01531
LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Stephanie Stoiloff

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Axon Enterprises, Inc.	CentralSquare Technologies	CentralSquare Technologies (on Premise)	Mark43, Inc.	Niche Technology USA Limited
	Proposer's relevant experience and qualifications including proficiency with Delivering Law Enforcement-specific Records Management Systems, key Personnel of the Proposer and any key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. Evaluation of this criteria shall be upon Proposer's responses to Questions No. 1 through 14 in the Proposer Information Section.	200	50	50	50	50	150
	Proposer's approach and methodology to providing the services requested in this Solicitation including project management, timeline, configuration, customization, implementation, escrow, training, maintenance and technical support services. Evaluation of this criteria shall be based upon Proposer's responses to Questions No. 15-42 in the Proposer Information Section.	200	50	75	75	50	150
	Solution Functionality: Proposer's capability to meet the Functional, Technical and Interface specifications, including the ability for the Proposer to complete development of interfaces, as described in this Solicitation. Evaluation of this criteria shall be based upon Proposer's responses to Questions No. 43 through 105, Technical Matrix, Functionality Matrix, and Interface Matrix in the Proposer Information Section.	450	200	150	150	150	350
	Price Points	150	50	50	50.00	50.00	100.00

I understand that by typing my name into the signature block, I am electronically executing this form and the scores included are based upon my own evaluation of Proposals.

Stephanie Stoiloff

SIGNATURE

11/18/2021

DATE

RFP NO. 01531
LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Shannon Walton

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Axon Enterprises, Inc.	CentralSquare Technologies	CentralSquare Technologies (On Premise)	Mark43, Inc.	Niche Technology USA Limited
	Proposer's relevant experience and qualifications including proficiency with Delivering Law Enforcement-specific Records Management Systems, key Personnel of the Proposer and any key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. Evaluation of this criteria shall be upon Proposer's responses to Questions No. 1 through 14 in the Proposer Information Section.	200	133	170	170	152	176
	Proposer's approach and methodology to providing the services requested in this Solicitation including project management, timeline, configuration, customization, implementation, escrow, training, maintenance and technical support services. Evaluation of this criteria shall be based upon Proposer's responses to Questions No. 15-42 in the Proposer Information Section.	200	128	157	157	133	166
	Solution Functionality: Proposer's capability to meet the Functional, Technical and Interface specifications, including the ability for the Proposer to complete development of interfaces, as described in this Solicitation. Evaluation of this criteria shall be based upon Proposer's responses to Questions No. 43 through 105, Technical Matrix, Functionality Matrix, and Interface Matrix in the Proposer Information Section.	450	283	332	332	328	343
	Price Points	150	67	103	103.00	59.00	135.00

I understand that by typing my name into the signature block, I am electronically executing this form and the scores included are based upon my own evaluation of Proposals.

Shannon Walton

SIGNATURE

November 18, 2021

DATE

RFP NO. 01531
TITLE: Law Enforcement Records Management System
EVALUATION OF PROPOSALS

COMPOSITE

EVALUATION CRITERIA	PROPOSERS	Maximum Points Per Member	Maximum Total Points (_members)	Axon Enterprises, Inc.	CentralSquare Technologies	CentralSquare Technologies (On-Premise)	Mark43, Inc.	Niche Technology USA Limited
	Proposer's relevant experience and qualifications including proficiency with Delivering Law Enforcement-specific Records Management Systems, key Personnel of the Proposer and any key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. Evaluation of this criteria shall be upon Proposer's responses to Questions No. 1 through 14 in the Proposer Information Section.	200	1000	548	725	725	672	876
	Proposer's approach and methodology to providing the services requested in this Solicitation including project management, timeline, configuration, customization, implementation, escrow, training, maintenance and technical support services. Evaluation of this criteria shall be based upon Proposer's responses to Questions No. 15-42 in the Proposer Information Section.	200	1000	563	677	677	623	866
	Solution Functionality: Proposer's capability to meet the Functional, Technical and Interface specifications, including the ability for the Proposer to complete development of interfaces, as described in this Solicitation. Evaluation of this criteria shall be based upon Proposer's responses to Questions No. 43 through 105, Technical Matrix, Functionality Matrix, and Interface Matrix in the Proposer Information Section.	450	2250	1053	1285	1285	1181	1588
	Total Technical Points	850	4250	2164	2687	2687	2476	3330
	Price Points	150	750	527	563	563	461	602
	TOTAL POINTS	1000	5000	2691	3250	3250	2937	3932
Ranking				4	2	2	5	1

Signature: <u>Brandon Nealey</u> Chairperson Signature: <u>Jason Edelstein</u> Reviewer	Print Name: <u>Brandon Nealey</u> Print Name: <u>Jason Edelstein</u>
Date: <u>3/10/2022</u>	
Date: <u>3/10/2022</u>	

RFP NO. 01531
LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Emilio Canasi

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Axon Enterprises, Inc.	CentralSquare Technologies	CentralSquare Technologies (On Premise)	Mark43, Inc.	Niche Technology USA Limited
	Proposer's relevant experience and qualifications including proficiency with Delivering Law Enforcement-specific Records Management Systems, key Personnel of the Proposer and any key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. Evaluation of this criteria shall be upon Proposer's responses to Questions No. 1 through 14 in the Proposer Information Section.	200	80	80	80	90	150
	Proposer's approach and methodology to providing the services requested in this Solicitation including project management, timeline, configuration, customization, implementation, escrow, training, maintenance and technical support services. Evaluation of this criteria shall be based upon Proposer's responses to Questions No. 15-42 in the Proposer Information Section.	200	90	80	80	90	175
	Solution Functionality: Proposer's capability to meet the Functional, Technical and Interface specifications, including the ability for the Proposer to complete development of interfaces, as described in this Solicitation. Evaluation of this criteria shall be based upon Proposer's responses to Questions No. 43 through 105, Technical Matrix, Functionality Matrix, and Interface Matrix in the Proposer Information Section.	450	225	150	150	200	350
	Price Points	150	120	100	100	75	120

I understand that by typing my name into the signature block, I am electronically executing this form and the scores included are based upon my own evaluation of Proposals.



SIGNATURE

3/14/2022

DATE

RFP NO. 01531
LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Jose Rivero

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Axon Enterprises, Inc.	CentralSquare Technologies	CentralSquare Technologies (On Premise)	Mark43, Inc.	Niche Technology USA Limited
	Proposer's relevant experience and qualifications including proficiency with Delivering Law Enforcement-specific Records Management Systems, key Personnel of the Proposer and any key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. Evaluation of this criteria shall be upon Proposer's responses to Questions No. 1 through 14 in the Proposer Information Section.	200	120	170	170	170	190
	Proposer's approach and methodology to providing the services requested in this Solicitation including project management, timeline, configuration, customization, implementation, escrow, training, maintenance and technical support services. Evaluation of this criteria shall be based upon Proposer's responses to Questions No. 15-42 in the Proposer Information Section.	200	150	160	160	170	185
	Solution Functionality: Proposer's capability to meet the Functional, Technical and Interface specifications, including the ability for the Proposer to complete development of interfaces, as described in this Solicitation. Evaluation of this criteria shall be based upon Proposer's responses to Questions No. 43 through 105, Technical Matrix, Functionality Matrix, and Interface Matrix in the Proposer Information Section.	450	150	170	170	175	190
Price Points		150	125	125	125	125	125

I understand that by typing my name into the signature block, I am electronically executing this form and the scores included are based upon my own evaluation of Proposals.


3/11/2022
DATE

SIGNATURE

RFP NO. 01531
LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Oliver Spicer

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Axon Enterprises, Inc.	CentralSquare Technologies	CentralSquare Technologies (On Premise)	Mark43, Inc.	Niche Technology USA Limited
	Proposer's relevant experience and qualifications including proficiency with Delivering Law Enforcement-specific Records Management Systems, key Personnel of the Proposer and any key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. Evaluation of this criteria shall be upon Proposer's responses to Questions No. 1 through 14 in the Proposer Information Section.	200	95	165	165	100	180
	Proposer's approach and methodology to providing the services requested in this Solicitation including project management, timeline, configuration, customization, implementation, escrow, training, maintenance and technical support services. Evaluation of this criteria shall be based upon Proposer's responses to Questions No. 15-42 in the Proposer Information Section.	200	75	140	140	80	160
	Solution Functionality: Proposer's capability to meet the Functional, Technical and Interface specifications, including the ability for the Proposer to complete development of interfaces, as described in this Solicitation. Evaluation of this criteria shall be based upon Proposer's responses to Questions No. 43 through 105, Technical Matrix, Functionality Matrix, and Interface Matrix in the Proposer Information Section.	450	125	295	295	140	300
	Price Points	150	45	95	95	50	100

I understand that by typing my name into the signature block, I am electronically executing this form and the scores included are based upon my own evaluation of Proposals.

Oliver Spicer
SIGNATURE

DATE

10-Mar-22

RFP NO. 01531
LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Stephanie Stoiloff

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Axon Enterprises, Inc.	CentralSquare Technologies	CentralSquare Technologies (On Premise)	Mark43, Inc.	Niche Technology USA Limited
	Proposer's relevant experience and qualifications including proficiency with Delivering Law Enforcement-specific Records Management Systems, key Personnel of the Proposer and any key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. Evaluation of this criteria shall be upon Proposer's responses to Questions No. 1 through 14 in the Proposer Information Section.	200	120	140	140	160	180
	Proposer's approach and methodology to providing the services requested in this Solicitation including project management, timeline, configuration, customization, implementation, escrow, training, maintenance and technical support services. Evaluation of this criteria shall be based upon Proposer's responses to Questions No. 15-42 in the Proposer Information Section.	200	120	140	140	150	180
	Solution Functionality: Proposer's capability to meet the Functional, Technical and Interface specifications, including the ability for the Proposer to complete development of interfaces, as described in this Solicitation. Evaluation of this criteria shall be based upon Proposer's responses to Questions No. 43 through 105, Technical Matrix, Functionality Matrix, and Interface Matrix in the Proposer Information Section.	450	270	337.5	337.5	337.5	405
	Price Points	150	125	125	125	125	125

I understand that by typing my name into the signature block, I am electronically executing this form and the scores included are based upon my own evaluation of Proposals.

Stephanie Stoiloff

SIGNATURE

3/10/2022

DATE

RFP NO. 01531
LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM
EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Shannon Walton

EVALUATION CRITERIA	PROPOSERS	Maximum Points	Axon Enterprises, Inc.	CentralSquare Technologies	CentralSquare Technologies (On Premise)	Mark43, Inc.	Niche Technology USA Limited
	Proposer's relevant experience and qualifications including proficiency with Delivering Law Enforcement-specific Records Management Systems, key Personnel of the Proposer and any key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors. Evaluation of this criteria shall be upon Proposer's responses to Questions No. 1 through 14 in the Proposer Information Section.	200	133	170	170	152	176
	Proposer's approach and methodology to providing the services requested in this Solicitation including project management, timeline, configuration, customization, implementation, escrow, training, maintenance and technical support services. Evaluation of this criteria shall be based upon Proposer's responses to Questions No. 15-42 in the Proposer Information Section.	200	128	157	157	133	166
	Solution Functionality: Proposer's capability to meet the Functional, Technical and Interface specifications, including the ability for the Proposer to complete development of interfaces, as described in this Solicitation. Evaluation of this criteria shall be based upon Proposer's responses to Questions No. 43 through 105, Technical Matrix, Functionality Matrix, and Interface Matrix in the Proposer Information Section.	450	283	332	332	328	343
	Price Points	150	112	118	118	86	132

I understand that by typing my name into the signature block, I am electronically executing this form and the scores included are based upon my own evaluation of Proposals.

Shannon Walton

SIGNATURE

10-Mar-22

DATE

Memorandum



Date: March 2, 2021

To: Brandon Nealey
Procurement Contracting Officer
Internal Services Department

From: Eduardo W. Gonzalez
Assistant County Attorney

Subject: Request for Responsiveness Determination
RFP No. 01531- Law Enforcement Records Management

This memorandum is prepared in response to your October 13, 2020 memorandum to Hugo Benitez requesting a responsiveness opinion for three vendors: (1) CentralSquare Technologies, LLC ("CentralSquare"); (2) Mark43, Inc. ("Mark43"); and (3) Niche Technology USA Limited ("Niche"). This opinion is based on information disclosed in such memorandum, several meetings regarding the proposals at issue and the terms of the solicitation itself. For the reasons set forth below, CentralSquare, Mark43 and Niche are responsive. Each of the vendors' issues are analyzed below separately.

CentralSquare

CentralSquare included pricing assumptions in its proposal and a confidentiality and proprietary statement in its proposal. Neither of these issues renders its proposal non-responsive. First, CentralSquare's inclusion of pricing assumptions is what the solicitation calls for. Table 3B of the Price Proposal Schedule of the solicitation provides that "[t]he County desires to understand the entire cost to the County of the turnkey RMS. For that purpose, **the Proposer shall state below in narrative form and detail, ANY AND ALL pricing assumptions, limitations and explanations that the Proposer has made in providing the above pricing to the County.**" (emphasis added). Second, CentralSquare executed the WAIVER OF CONFIDENTIALITY AND TRADE SECRET TREATMENT OF PROPOSAL portion of the RFP. That portion provides:

In the event that the Proposal contains a claim that all or a portion of the Proposal submitted contains confidential, proprietary or trade secret information, **the Proposer, by signing below, knowingly and expressly waives all claims made that the Proposal, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.**

(emphasis added). CentralSquare provided pricing assumptions in compliance with the terms of the RFP and expressly waived any claim of trade secret or confidentiality treatment of its proposal.

Mark43

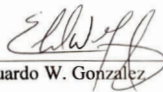
Mark43 included a trade secret and confidentiality statement in its proposal. Mark43, however, executed the WAIVER OF CONFIDENTIALITY AND TRADE SECRET TREATMENT OF PROPOSAL portion of the RFP. By doing so, Mark43 "knowingly and expressly" waived all claims

made “that the Proposal, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret” and authorized the County to release such information to the public for any reason.

Mark43 also provided several Exceptions to the RFP. The RFP provides a spreadsheet for proposer-submitted Exceptions in Attachment C of the RFP. Furthermore, Section 1.4 of the RFP provides that “[i]n the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal.” Accordingly, the RFP, by its terms and submission forms, anticipates proposers taking exceptions. Mark43’s exceptions are taken in the form of suggestions and requests. They are largely framed in the language of suggestions of deletions and revisions the County “should” make to the solicitation requirements and the proposed contract documents. None of the exceptions expressly condition the proposal upon the County’s acceptance of Mark43’s exception to the RFP. The County can. Accordingly, the Mark43 proposal can be submitted to the selection committee for evaluation and scoring.¹

Niche

Niche included a proprietary information statement in a portion of its proposal. The October 13, 2020 memorandum requesting a responsiveness opinion also asserted that Niche did not sign the submittal form or waiver of confidentiality form. That was wrong, however. Niche did sign the submittal form and the waiver of confidentiality form. Accordingly, Niche is responsive.


Eduardo W. Gonzalez

¹ Please note, however, that the RFP provides “[t]he Proposer’s proposal will be considered a good faith commitment by the Proposer to negotiate a Contract with the County, *in substantially similar terms to the proposal offered* and, if successful in the process set forth in this Solicitation and subject to its conditions, *to enter into a Contract substantially in the terms herein*.” (emphasis added). The County should reject many, if not all, of the requests that Mark43 asserts in its exceptions. The County cannot grant exceptions to any proposer that materially alters the terms of the RFP or the .



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: June 3, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(4)

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 ____, majority plus one ____, 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) ____, 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(P)(4)
6-3-25

RESOLUTION NO. R-552-25

RESOLUTION APPROVING AWARD OF CONTRACT NO. RFP-01531, LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM, TO NICHE TECHNOLOGY USA LIMITED, INC. IN A TOTAL AMOUNT NOT TO EXCEED \$16,596,242.00 FOR THE INITIAL FIVE-YEAR TERM WITH TWO FIVE-YEAR OPTIONS TO RENEW FOR INFORMATION TECHNOLOGY DEPARTMENT ON BEHALF OF MIAMI-DADE SHERIFF'S OFFICE; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION, RENEWALS, OR EXTENSIONS, PURSUANT TO SECTION 2-8.1 OF THE COUNTY CODE 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:

Section 1. This Board approves award of Contract No. RFP-01531, Law Enforcement Records Management System, to Niche Technology USA Limited, Inc. in a total amount not to exceed \$16,596,242.00 for the initial five-year term with two five-year options to renew for Information Technology Department on behalf of Miami Dade Sheriff's Office.

Section 2. The Board authorizes the County Mayor or County Mayor's designee to exercise all provisions of the contract, including any cancellation, renewals, or extensions, pursuant to section 2-8.1 of the County Code and Implementing Order 3-38.

The foregoing resolution was offered by Commissioner **Juan Carlos Bermudez** , who moved its adoption. The motion was seconded by Commissioner **Oliver G. Gilbert, III** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	absent		
Marleine Bastien	absent	Juan Carlos Bermudez	aye
Sen. René García	aye	Oliver G. Gilbert, III	aye
Roberto J. Gonzalez	absent	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Eileen Higgins	absent
Natalie Milian Orbis	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of June, 2025. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Eduardo W. Gonzalez

Law Enforcement Records Management System
Contract No. RFP-01531

THIS AGREEMENT for the provision of Law Enforcement Records Management System, made and entered into as of this _____ day of _____, 2024 by and between Niche Technology USA Limited, a corporation organized and existing under the laws of the State of Montana, having its principal office at 2118 W Chesterfield Boulevard STE D-100 Springfield, MO 65807 (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") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Contractor has offered to provide a Law Enforcement Records Management System (RMS) on a non-exclusive basis, that shall conform to the Scope of Services (see Appendix A), Request for Proposals ("RFP") No. 01531 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 October 8, 2020 (the "Contractor's Proposal") which is incorporated herein by reference; and

WHEREAS, the County desires to procure from the Contractor such RMS 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 "Cybersecurity Products" to mean software and hardware that include technologies, processes, and practices designed to protect information technology networks, devices, programs, and data from attack, damage, or unauthorized access.
- c) The word "Contract" or "Agreement" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto, and Contractor's Proposal.
- d) The words "Contract Manager" to mean the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.
- e) The word "Contractor" to mean Niche Technology USA Limited and its permitted successors.
- f) The word "Days" to mean calendar days.
- g) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- h) The words "Developed Works" to mean 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.

- i) The words "Joint Venture" to mean shall mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.
- j) The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.
- k) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- l) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- m) The words "Service" or "Services" to mean the provision of services in accordance with the Scope of Services.
- n) The words "Final Acceptance" to mean the County's written approval, upon successful completion of the final 90 days post Go-Live Reliability Period, stating that all components of the Scope of Services have been performed and the Solution functionality is fully operable and in conformance with the Scope of Services of this Agreement.
- o) The words "Technical Support Services" to mean those services outlined in Appendix B which the Contractor provides to the County in order to ensure optimal performance of the Solution, include all components thereof.
- p) The word "Solution" to mean the total complement of Licensed Software, Services, Programs, customizations, developed works, 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.
- q) The words "Implementation Timeline" to mean the agreed upon timeline for the implementation period.
- r) 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.
- s) 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.
- t) 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.
- u) 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.
- v) The word "Work" 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) Negotiated Agreement; 2) Appendices to Negotiated Agreement in ascending order; 3) the Contractor's Proposal, and 4) Miami-Dade County's RFP No. RFP-01531 and any associated addenda and attachments thereof.

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 terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The terms "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 terms "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, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This negotiated 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 the Parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services 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 that are the responsibility of the Contractor, 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 necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.
- e) The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all changes in providing services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

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. 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

- a) Contractor agrees to provide the County with the RMS Licenses, Updates, Upgrades, and Documentation in accordance with the provisions contained within this negotiated Agreement.
- b) Contractor grants the County a limited, perpetual, non-transferable, non-exclusive license to use the Solution, Updates, Upgrades, and Documentation in accordance with the terms of this Agreement. Such license shall not be construed to be any license to source code for any component of the Solution.
- c) Third Party Licenses. To the extent a Third-Party License is necessary in connection with making any functionality provided in the Scope of Services for the Solution available to the County, the Contractor shall also provide such Third Party License for the Term of the Agreement, including any extensions or renewals thereof, to enable the County to fully utilize the Solution in accordance with the Agreement. In the event that a Third-Party License becomes unavailable during the Term of the Agreement, including extensions or renewals thereof, the Contractor shall, at no cost to the County, either: 1) obtain a replacement Third Party License to cause the Solution to perform in conformance with the Agreement or 2) complete Customization to the Solution to cause the Solution to performance in conformance with the Agreement.

ARTICLE 7. MAINTENANCE AND TECHNICAL SUPPORT SERVICES

Contractor shall provide the County with maintenance and technical support services in the manner outlined in Appendix A, "Scope of Services" for the Solution throughout the term of this Agreement, including any options or extensions exercised by the County.

ARTICLE 8. PROTECTION OF SOFTWARE

- a) The County agrees not to modify, reverse engineer, disassemble, or decompile the Licensed Software, or any portion thereof.
- b) 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 License 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 9. SOFTWARE MODIFICATIONS

- a) Solution enhancements or modifications. The County may, from time to time, request that the Contractor incorporate certain features, enhancements or modifications into the Solution. Upon the County's request for such enhancements/modifications, the Contractor shall prepare a Statement of Services("SOS") for the specific Project that shall define the Work to be performed. The Contractor shall submit a cost proposal including all costs pertaining to furnishing the County with the enhancements/modifications.
- b) After the SOS has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOS, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOS executed hereunder shall automatically incorporate the terms and conditions of this Agreement. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Contractor's warranty obligations.
- c) Following the County's acceptance of all enhancements/modification, 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/modification thereto.

ARTICLE 10. IMPLEMENTATION SERVICES

- a) If 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. 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 assist the County staff with the install the Solution at the County's facilities. Contractor and the County agrees to commence installation of the Solution according to the Implementation Timeline unless a different time for implementation is otherwise mutually agreed upon by the parties hereto. 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 Implementation Timeline, so that such Solution is in good working order and ready for use by the dates set forth in the Timeline.
- d) Unless otherwise agreed to by the County, Contractor agrees as part of the implementation to perform Work set out and more fully described in the Scope of Services at Appendix A.
- e) Solution testing shall consist of the tests described in the Scope of Services 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 Solution functionality. All tests shall be in accordance with test plans and procedures prepared by County with Contractor support as described in Appendix C, Niche Acceptance Procedure. 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 11. TESTS

The Contractor shall configure and program the Solution to conform to the Scope of Services. The Solution shall be subject to numerous tests, including acceptance testing as further defined in the Scope of Services 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.

Failure of the Solution to satisfy the acceptance criteria and conform to the requirements set forth in the Scope of Services by the timeframes set forth in the Implementation Timeline may result in the County withholding payment until satisfactory acceptance is granted to the Contractor.

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 12. BUSINESS CONTINUITY AND DISASTER RECOVERY

Contractor shall assist the County with option for business continuity and disaster recovery and shall provide assistance and support for County to implement business continuity and disaster recovery in the manner outlined in Appendix B, *Service Level Agreement*, for the Solution throughout the term of this Agreement, including any options or extensions exercised by the County.

ARTICLE 13. SOLUTION WARRANTY

- a) Contractor warrants that the Solution, upon Final Acceptance, shall conform to and function in accordance with the Scope of Services and shall meet or exceed the functionality and interoperability requirements as defined in the therein. In addition, Contractor warrants that its performance of the Scope of Services shall be in accordance with the methodology outlined therein. Further, Contractor warrants that the Solution shall be capable of handling both the current and anticipated volume of transactions specified in the Scope of Services.
- b) The warranty period shall begin when the RMS first moves into production and completes the first Reliability Period on a mutually agreed upon date between Contractor and the County and shall continue for a period of one (1) year.
- c) 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 Services Level Agreement.

ARTICLE 14. THIRD PARTY WARRANTY

In addition to the foregoing warranties, the Contractor hereby assigns to the County, and the County shall have the benefit of, any and all subcontractor's and suppliers' warranties and representations with respect to the Licensed Software provided hereunder. In the Contractor's agreements with subcontractors and suppliers, the Contractor shall require that such parties (i) consent to the assignment of such warranties and representations to the County; (ii) agree that such warranties and representations are enforceable by the County in its own name; and (iii) furnish to the County, the warranties and obligations as set forth in Articles 13 "Solution Warranty".

ARTICLE 15. 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 16. 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:

Jose L. Rivero, Commander
Information Technology Services Bureau
Miami-Dade Police Department
9105 NW 25th Street, Room 1070
Doral, Florida 33172

Office: 305-471-1855

JRivero@mdpd.com

and

b) to the Contract Manager:

Miami-Dade County
Strategic Procurement Department
Attention: Chief Procurement Officer
111 NW 1st Street, Suite 1300
Miami, FL 33128-1974
Phone: (305) 375-4900
Email: cpo@miamidade.gov

(2) To the Contractor

Attention: Lynne Thomas
Contracts Manager
Phone: +00 44 7849 423503
E-mail: Lynne.Thomas@NicheRMS.com | www.NicheRMS.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 17. 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/Services performed under this Contract, including all costs associated with such Work, shall be paid in accordance with Appendix E. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

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

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

ARTICLE 18. PAYMENT

- A. The County shall pay the Contractor for the Licensed Software amounts detailed in the table below. The Contractor will invoice sixty (60) days from the Contract Date ten percent (10%) of the Licensed Software fee amount and subsequently, an additional ten percent (10%) upon completion of each delivery of milestone listed below.
- B. The County shall pay the Contractor based on milestones, contingent upon occurrence of the Acceptance of Deliverables as milestones as herein defined. Each milestone payment to be made no more than once with respect to the achievement of such milestone but payable the first time such milestone is achieved. Upon completion of all referenced milestone steps, the Contractor shall invoice the County in accordance with Article 20, *Method and Times of Payment*, subject to the provisions of Article 19, *Milestone Approval Process*.
- C. The amount of each milestone for the total value of the initial Contract Term is outlined in the table below:

Milestone	License payment Milestone description	% of initial license charges payable	Payment \$ (based on 3197 sworn officers)
1	On signing of contract	10%	424,250
2	Delivery of the unconfigured Software, skeleton database, and access to Niche SharePoint site with documentation at project commencement.	10%	424,250
3	Completion of Initial System training by Niche.	10%	424,250
4	Delivery of the configured Software for User Acceptance testing by MDPD	10%	424,250
5	Acceptance of the configured Software for Phase 1	5%	424,250
7	Phase 1 Go-live of the Software at MDPD	10%	424,250
8	Phase 2 Go-live of the Software at MDPD	10%	424,250
9	Phase 3 Go-live of the Software at MDPD	10%	424,250
10	Phase 4 Go-live of the Software at MDPD	10%	424,250
11	Phase 5 Go-live of the Software at MDPD	10%	424,250
	TOTAL	100%	3,996,250
	Datamaxx Services	100%	246,250
Charges Description		All other charges are fully payable on delivery	Payment Amount \$
Implementation Services Datamaxx		100%	95,177
Implementation Services – 9 weeks onsite + 1 day command staff (as per note 9)		100%	117,000
Training, per delivery (assumes one delivery of training)		100%	79,500
Interface services (delivery of interfaces listed in table 2A)		100%	35,000
Escrow fees (years 3-5)		100%	4,545

Annual Support and Maintenance Payments

Year	Payment Date	Support and Maintenance Charges Payment amount \$
1	Implementation	Milestone payments
2	Implementation	Milestone payments
3	Warranty (starts on conclusion of Reliability Period at Phase 1/Go-live) There is only one warranty period, commencing when NicheRMS is first moved into Production, irrespective of whether all functionality is live or not.	\$NIL
4	12 months after Phase 1/Go-live First payment reflecting the percentage of total functionality in Production at 12-month anniversary of Phase1 Go-Live. Total Yr4 annual Support and Maintenance charges to be paid in Year 4.	\$845,830
5	Yr. 5 Support and Maintenance charges	\$871,205

ARTICLE 19. MILESTONE APPROVAL PROCESS

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

1. Contractor will submit, via e-mail to the County, a Milestone Acceptance Form (MAF), included as Appendix E1, for each completed milestone.
2. The County will review the Deliverable(s) associated with the MAF within the time period mutually agreed to in accordance with the schedule outlined in the Project Plan for Acceptance. 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 MAF 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). 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) in a mutually agreed upon timeframe of the Contractor's receipt of the County's notice. Conditional Acceptance may result in partial payment being issued for the milestone, and the remaining portion of the payment being completed upon the County's Acceptance of the corrected portion 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 a mutually agreed upon timeframe of Contractor's receipt of the County's notice. Payment shall not be issued for any 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 Acceptance.

ARTICLE 20. METHOD AND TIMES OF PAYMENT

The Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, 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 Trust shall be forty-five (45) calendar days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or Trust, that are Small Business Enterprise 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 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 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, whether under this Contract or for any other purpose, 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 electronically or in hard copy format by the Contractor to the County as follows:

- Electronic submission (preferred) to invsubp@miamidade.gov; or
- Hard copy format mailed to:
Miami-Dade County, Finance Shared Services
111 NW 1st Street, 26 Floor
Miami, Florida 33128

Invoice shall include a Bill to Address, which is the County department being invoiced for the services.

Bill to: Miami Dade Police Department
9105 NW 25th Street, Room 1070
Miami, FL 33128-1974
Attention: Account Payable

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

ARTICLE 21. INDEMNIFICATION AND INSURANCE

Contractor shall indemnify, defend and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of work covered by this Agreement and to the extent arising directly or indirectly from any negligent act or omission of the Contractor.

Contractor shall have no obligation to defend or indemnify County parties for County part of Claims involving concurrent negligent act, error or omission, whether active or passive, of County Parties.

Contractor shall have no obligation to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

The Proposer shall furnish to **Internal Service Department, Strategic Procurement Division**, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Proposer as required by Florida Statute 440.
- B. Commercial General Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. **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 \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.
- E. Cyber Liability Insurance to include data breach and third-party liability, in an amount not less than \$3,000,000

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

The company must be rated no less than "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.

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 notification of award by the County. 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 22. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Work 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 all claims, suits, actions, damages, and costs (including attorneys' 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 always agrees that 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 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 always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently 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 23. EMPLOYEES OF THE CONTRACTOR

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

ARTICLE 24. 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 performed or Services provided pursuant to this Agreement shall always, 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 25. AUTHORITY OF THE COUNTY PROJECT MANAGER / DISPUTE RESOLUTION PROCEDURE

- a) The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- d) In the event of such dispute, the Parties 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 the 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.
- e) 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 regarding 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.
- f) This Article will survive the termination or expiration of this Agreement.

ARTICLE 26. 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 the 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 such defense or settlement costs from the Contractor.

ARTICLE 27. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

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

ARTICLE 28. AUDITS

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

Pursuant to 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 within five business days of the Commission Auditor's request. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 29. SUBSTITUTION OF PERSONNEL

In the event the Contractor needs to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. However, such substitution shall not become effective until the County has approved said substitution.

ARTICLE 30. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

Except as set out in Article 30 below, Parties shall not assign, transfer, convey or otherwise dispose of this Agreement, including rights, title, or interest in or to the same or any part thereof without the prior written consent of the other Party. Such consent not to be unreasonably withheld.

ARTICLE 31. ASSIGNMENT TO COUNTY SHERIFF

Notwithstanding anything to the contrary in this Agreement, including any work orders, amendments or addendums thereto, the Contractor agrees and acknowledges that the County may assign, transfer, convey, divide or otherwise dispose of this Agreement or a portion thereof, including the County's rights, title, or interest in or to the same, or any part thereof, to an elected County Sheriff upon the creation of such office in Miami-Dade County without any further consent from the Contractor. Upon the assignment, transfer or conveyance of the Agreement, or a portion thereof, to the elected County Sheriff and the acceptance of such by the County Sheriff, the County shall be relieved of all obligations under this Contract, or such portions of the Agreement assumed by the elected County Sheriff. Should the County assign, transfer or convey only a portion of this Agreement to the County Sheriff, the Agreement shall be divided into two separate Agreements and the Sheriff shall assume all pro-rata rights, benefits and obligations of the portion of the Agreement assigned, transferred or conveyed to the County Sheriff as if such portion was a separate agreement entered into between the Contractor and the County Sheriff. The County Sheriff shall exercise all termination, extension or other contractual rights and shall be responsible for all obligations for such portion of the Agreement as of the date of the acceptance of such assignment, transfer or conveyance. The County shall provide notice of such action to the Contractor within thirty (30) days of any such assignment, transfer or conveyance.

ARTICLE 32. SUBCONTRACTUAL RELATIONS

- a) If the Contractor causes 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 Services 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 Work 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 Subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of 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 33. 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 34. TERMINATION AND SUSPENSION OF WORK

- a) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in Article 34) and fails to cure said Event of Default (as delineated below in Article 35), or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.
- b) This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County.
- c) If County terminates this Agreement for cause under Article 33(a) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.
- d) The foregoing notwithstanding, if the Contractors attempts to meet its contractual obligations with the County through fraud,

misrepresentation, or material misstatement, the Contractor may be debarred from County contracting 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.

- e) 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 that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
 - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B.
- f) 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 Services 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.
- g) All compensation pursuant to this Article are subject to audit.
- h) 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 35. EVENT OF DEFAULT

- a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:
 - i. the Contractor has not delivered Deliverables and/or Services according to the mutually agreed Implementation Timeline;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel as mutually agreed to deliver the Services;
 - iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

- vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein; or
 - viii. the Contractor fails to comply with Article 39.
- 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 and/or material breach 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 36. 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. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Work upon the Effective Termination Date.

ARTICLE 37. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the County elects to terminate the Agreement, 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 38. CHANGE ORDER 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 include, but are not limited to, the following:

- a) Any change that impacts **Appendix E Price and Payment Schedule**
- b) Any changes that impacts the Implementation Timeline.
- c) Any changes that impact staff levels for either party
- d) Addition and deletions of functionality
- e) Any (as agreed upon by Miami-Dade County and Niche) changes to any deliverable listed in this SOS

The Niche Project Manager and Miami-Dade County Project Manager will work together to seek approval for a requested change. The effort will include receiving input from both Benchmark and Miami-Dade County employees that will be impacted by the change. After mutually agreeing to the terms of the change, the Miami-Dade County Project Manager will complete the Change Order Form. The form will then be routed for required approvals.

Minor changes that do not impact cost, overall 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 Project Plan.

ARTICLE 39. SERVICE LEVEL AGREEMENT – Customer Support

Customer Support. Contractor shall provide support to Customer as described in the Service Level Agreement at Appendix B.

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 any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- 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 hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 41. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, 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) 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. 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 hired 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 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) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All Developed Works shall become the property of the County.

- c) Except as otherwise provided in subsections a, and b above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder. The Supplier grants to Customer a license to use the Software as set out in Appendix D. The County shall not, without the prior written consent of the Contractor, copy or disclose any part of the Licensed Software for any purpose to a third party. The County may disclose Confidential Information that is required to be disclosed by law, judicial or arbitration process or by governmental authorities so long as the County provides the Contractor with reasonable prior notice of such requirement, unless legally prohibited from doing so, in order to permit the Contractor to interpose an objection or seek an appropriate order to prevent or limit disclosure as described above

ARTICLE 44. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST

- a) Supplier/Vendor Registration

The Contractor shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Contractor's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- **Identification of individual account records**
- **Payments to individual/Contractor for goods and services provided to Miami-Dade County**
- **Tax reporting purposes**
- **Provision of unique identifier in the vendor database used for searching and sorting departmental records**

The Contractor confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in **INFORMS** at <https://supplier.miamidade.gov>.

- b) Conflict of Interest and Code of Ethics

Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a 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 obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, 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 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. 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 Board; (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 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 empowered to retain the services of IPSIGs 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. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of 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 clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and, implementing regulations at 41 C.F.R. Part 60.

- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- 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 amended.
- d) The Davis-Bacon Act, as amended (40 U.S.C. §3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".
- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- i) 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.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- k) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).
- l) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- m) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- n) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- r) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

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 "j" through "o" 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 unlawfully against any employee or applicant for employment on the basis 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, Deliverables 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 regarding 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 Work 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, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 50. BANKRUPTCY

The County may 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 in Miami-Dade County.

ARTICLE 52. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Section 2-8.10 of the Code, this Contract is subject to a user access fee under the County User Access Program ("UAP") in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and 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 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.

c) 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 24 of this Contract.

ARTICLE 53. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

No member, officer, or employee of the County, no member of the governing body of the locality in which the Project is situated, no member of the governing body in which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

ARTICLE 54. FORCE MAJEURE

Under applicable law, shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic, adverse governmental conditions or conduct of third parties.

Neither the County nor the Contractor shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to County operations. The County maintains the right to terminate the Contract for convenience or obtain the goods and/or services through a separate contract, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 55. 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 56. 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 Florida's Public Records Laws as applicable 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 57. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at: <http://www.uscis.gov/e-verify>

If County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then

Contractor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

Agreement for cause under this subsection, County shall retain its rights under Section 23(c)-(d) of the Contract to (1) terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees, and (2) debar Contractor from County contracting in accordance with the County debarment procedures.

ARTICLE 58. CYBERSECURITY AND INFORMATION TECHNOLOGY PROCUREMENT AND PROTECTION PROGRAM

All purchases of Cybersecurity Products shall abide by [Sec. 2-8.2.6.2](#) of the Code of Miami-Dade County, *titled* Cybersecurity and Information Technology Procurement and Protection Program. The proposed software and/or hardware shall be produced in the United States, with the following exceptions:

- (a) the required Cybersecurity Product is not produced in the United States, or if such required Cybersecurity Product is produced in the United States and it is not of a satisfactory quality to meet the needs of Miami-Dade County;
- (b) upon a written recommendation of the County Mayor and approved by a majority vote of the Board of County Commission members present, compliance with the procurement and contracting requirements of [Sec. 2-8.2.6.2](#) of the Code of Miami-Dade County, is not consistent with the best interests of the public; or,
- (c) the Cybersecurity Product is purchased from a company or subsidiary that is not on the list of prohibited telecommunications companies in the John S. McCain National Defense Authorization Act for Fiscal Year 2019, [Public Law 115-232](#), as that list may be amended from time.

Contractor's employees who have access to County owned, licensed, or operated Cybersecurity Products shall be subject to Heightened Security Review prior to such employees being granted access to County Cybersecurity Products.

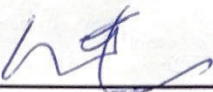
ARTICLE 59. SURVIVAL

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.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

Contractor

Miami-Dade County

By: 

By: _____
for

Name: NICHE TECHNOLOGY INC
Christian Schneider

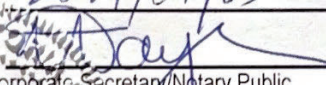
Name: Daniella Levine Cava

Title: PRESIDENT

Title: Mayor

Date: 2024/04/03

Date: _____

Attest: 
Corporate Secretary/Notary Public

Attest: _____
Juan Fernandez-Barquin
Clerk of the Court and Comptroller



Victoria Taylor
Notary Public and
Practising Manitoba Lawyer
Corporate Secretary
600-3081 Mary Avenue
Winnipeg, MB R3C 3Z5

Approved as to form
and legal sufficiency

Assistant County Attorney

APPENDIX A – SCOPE OF SERVICES

Miami-Dade County

Statement of Services



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1 General information

This section introduces the Statement of Services(SOS) for the delivery and implementation of NicheRMS software at the Miami-Dade Police Department (MDPD). It defines the responsibilities and the services to be performed by Niche Technology USA Limited (Niche) and MDPD.

1.1 Introduction

This SOS forms part of the Agreement between MDPD and Niche Technology Inc (Niche). It describes the standard methodology and services that are offered by Niche Technology. Niche must provide the services to MDPD as described in section 1.3 of this SOS, including any additional services that Niche has committed to providing during the contract term. The services include all functions, tasks and responsibilities as accepted by Niche. The services described in this SOS cover all aspects of application delivery, development, maintenance and support for the commercial-off-the-shelf (COTS) application. The services described in this SOS are intended to be comprehensive, but are not all-inclusive, in describing particular activities, resources, or other details necessary for the proper performance of the services. Throughout this document, where references are made to equipment/hardware and software applications supported, this is subject to MDPD approval and compliance with MDPD policies. For clarity throughout this document, the terms “Niche-managed Configuration” and “Customer-managed Configuration” will have the following meanings:

Niche-managed Configuration refers to configuration of the NicheRMS system that, for technical or efficiency reasons, is performed by Niche at the customer’s request. The following application configuration is typically Niche-managed:

- Overall jurisdictional localization. This is completed during the implementation project and involves the broad selection of enabled functionality, and parameterization of the system to behave in a way appropriate for the jurisdiction and MDPD. The business fit process is the main driver of this process.
- Terminology. Completed as part of overall localization.
- Pick lists. Examples are eye color, and vehicle type descriptions. This is completed as part of the implementation project and will also change both during the project and later.
- Name and format of main person ID number. This is completed as part of the implementation project.
- Police agency’s crest and application name. Completed as part of overall localization.
- CAD interface rules. This is done as part of implementing the CAD interface, and usually goes through a few iterations during the implementation project and in early system use as the CAD to RMS workflow is improved.
- Field visibility. This is completed as part of the implementation project.
- Visibility of entire records. This is completed as part of the implementation project.
- Business Rules. Business rules are completed as part of the implementation project and then maintained over time with experience and changes in police procedures and data requirements. A simple example of a business rule might be “if field X has value V, then fields Y and Z must be filled in”.

- Guided Entry Forms (GEF). Niche works with customers to create and update the GEF's as necessary.

The configuration changes listed above are a standard part of system implementation and maintenance. Turnaround times for all changes are negotiated based on agreement of the urgency of the change and the project implementation schedule. The project change control process is followed. Note that the use of change control does not mean that Niche will charge for the work, assuming this is part of the implementation project, during the one-year warranty period, or thereafter with a maintenance contract in place.

Customer-managed Configuration refers to configuration that customer system administrators will perform, after training by Niche, and sometimes with the assistance of Niche. Customer-managed configuration is typically stored in the NicheRMS application database. The following application configuration is customer-managed:

- Organizational structure, unit structure and employee files. The organizational structure is a hierarchical tree and is heavily used internally for workflow and security. Changes to MDPD organizational structure and reporting hierarchies must be maintained, and all users of the system must be assigned to their place in the organization. Note that some of this information (user assignment in the organization) is maintained by an import utility/interface that imports information from an HR system. This import process, at a minimum, updates each person's unit membership, classification, and rank on a scheduled basis, usually daily. This process typically removes any requirement for a manual employee transfer process.
- User access controls: Niche Access Control (NAC) roles and Access Control Lists (ACLs). Niche provides a set of roles and ACLs derived from other similar police agencies' security configurations. End User roles are hierarchically composed of "component roles". Customers create or modify user roles or component roles, as required.
- User IDs and passwords, or association of users to external authentication systems (e.g., a PKI or Windows/Kerberos), and assignment of security roles and ACLs to users, is managed by the customer. The HR interface mentioned above can also do this job if the HR system contains the necessary information.
- Incident types and associated retention rules, etc.
- Niche address validation (NAV) data. The NAV data consists of two main parts: a list of all valid house/building numbers, park names, etc., or block face and intersection data; and a set of geographic polygons that are used to classify addresses into policing districts, beats, council seats, neighborhoods, etc. Both come from a city GIS system, or from an existing process that populates the CAD system with similar data. Niche has existing utilities to perform NAV data transformation and import and will work with MDPD to adapt the existing utilities and create an import process that MDPD can use to import the available address data. After the import process is working, MDPD can re-use this process to update the NAV data.
- Case file packet assembly templates. The case file packet assembly templates configure the structure and generation of prosecution disclosure packages and other similar extracts/collections of data from NicheRMS.
- Standard tasks and workflows (workflow nodes). Tasks and workflow are used to automate processes and can be configured and modified as required.
- Property storage locations. The property management functionality in NicheRMS records where each property/piece of evidence is stored. The list of locations needs to be created and updated.

- Charge tables and wordings. The charge wordings are populated through a “builder spreadsheet” provided by Niche. Niche plans to provide an initial list of charges that MDPD will adjust to match MDPD requirements and adjust NIBRS classifications and other related information. Alternatively, it may be possible to convert charge tables from MDPD’s current system, assuming that the charge tables are not encumbered by copyright or other restriction (this is for MDPD to determine).
- System parameters. These are used to control field formats, default field values and application behavior.
- Investigative log templates. Rich text templates present the user with pre-formatted text templates.
- External document templates and data window definitions. These are configured to present the user with MDPD specific data windows and Microsoft Word document templates.
- Custom searches. These are configured to present the user with custom search windows for specific business processes.
- XSLT output reports. Niche provides our output reports library, which contains 400+ reports. Loading and updating these output report definitions is MDPD configuration.

1.2 Statement of Services Objectives

This section describes specific objectives that MDPD has set out to achieve through the provision of the in-scope application services. The NicheRMS project is intended to transform MDPD business, particularly in how MDPD collects, stores, and uses information. Niche’s Business Fit process will address current MDPD processes and where enhancements can be achieved. This will be determined by surveying MDPD subject matter experts who will be part of the Business Fit Process and may consider end-users during acceptance testing phase.

The following are overarching project objectives that MDPD expects to achieve:

- Supporting MDPD’s transition to automation and integration of all departmental entities’ (including police agencies contracted to MDPD) report writing processes. The Solution shall:
 - Provide incident report writing capabilities for all users within MDPD, appropriate to their role.
 - Reduce duplication of data entry and enhance data accuracy and quality through a “single point of data entry” approach, along with automated data validation where appropriate.
 - Expedite the workflow and availability of records across MDPD and partner law enforcement agencies.
 - Reduce or eliminate paper-based processes where possible through the application of technological solutions.
 - Allow MDPD the flexibility to manage the definition of various record types, including creating, updating, or removing record types as needed.
- Providing investigative case management functionality across MDPD, including electronic assignment, oversight, and electronic case folder functions.
- Serving as MDPD’s statistical reporting and investigative analytical information gathering tool.

- Ensuring that records are made available as needed and secured where appropriate, while minimizing the time and effort required to locate and retrieve them.
- Supporting mandated statistical crime reporting to the FBI Uniform Crime Reporting (UCR) Program through the National Incident Based Reporting System (NIBRS).
- Replacing aging, legacy systems and applications with current technology, and consolidate disparate silos of information into one repository.
- Integrating with appropriate internal and external systems across local, regional, state, and federal levels to collect and share data, to further MDPD's law enforcement mission.

It is also our understanding that MDPD anticipates realization of the following benefits from the solution:

- Reduced effort required by MDPD officers and employees to enter and manage records, and improved timeliness of those records being available across the department and other organizations.
- Improved case management process, facilitating faster case assignment, electronic case folder functionality, and automated review, as well as simplified and speedy access to information.
- Improved accuracy and availability of data across the MDPD, other County departments, and external organizations.
- Enhanced and more comprehensive reporting and analytical capabilities.

NicheRMS will provide a fully modernized and integrated records management solution for MDPD, and contracted police agencies, which will maximize operational efficiencies across departmental entities. The aim is to advance the overall mission, goals, and objectives of MDPD by making public safety personnel more effective in preventing, combating, and responding to public safety matters through improved access to information, streamlined business processes, and strategic resource deployment. NicheRMS will replace several disparate legacy applications and automate many currently manual processes in order to achieve this aim.

1.3 In Scope Services

This section provides the general definitions of the services to be provided:

- **Niche-managed Application Configuration Services**—Niche will perform configuration of the Niche-managed configuration items (described previously) according to MDPD requirements as determined by the business fit process and project requirements.
- **Customer-managed Application Configuration Assistance Services**—Niche trains and assists customers in performing customer-managed configuration items (described previously). This work will be performed remotely.
- **Application Maintenance and Support Services**—Activities associated with providing ongoing NicheRMS production support and maintenance and providing NicheRMS software upgrades.
- **Niche support for Data conversion** - Niche will support any data conversion being undertaken by MDPD. See additional information at Section 4 below.
- **Interface development by Niche**

- Interface development by Niche as defined in section 3.1 below.
- Support of interface development by MDPD as defined in section 3.2 below.
- **Training** - Initial System training and System Administration training will be delivered via Teams or on site (subject to COVID-19 risks being absent or appropriately mitigated).
- **Knowledge Transfer** - Ongoing informal training that is provided throughout the implementation project and on into the maintenance and support period. This may include remote or on-site work, as well as the exchange of documentation.
- **Application enhancements - Where required to achieve project goals.**
- **Business Fit Review Process – Refer to Section 1.6.**
- **Change Control** – Refer to Section 1.8, Change Management below.
- **Server setup support** - Support with on-premises or IaaS set up and optimization, including Business Continuity Management (BCM) and Disaster Recovery Planning (DRP) and validation.
- **Server performance measurement** - Assistance with performance measurement
- **Application security requirements management** - Niche will support MDPD to assess and manage security requirements for the NicheRMS system and its environment.
- **Assistance with Microsoft 365 integration.**
- **Project management of Niche-side of project** and participation in MDPD project management of Customer side.
- **Advice on Implementation methodology** and Solution documentation. Niche will bring its experience and expertise to the MDPD implementation project, providing advice and guidance to support the implementation.
- Assistance with organizational change management.
- System testing, excluding user acceptance testing
- Assistance with the project's quality assurance approach.
- Service Level Agreement.
- Deposits in MDPD Escrow accounts.
- Alignment with standard and compliance requirements.

1.4 Out of Scope Services

This section provides the description of the services that are out of scope of this SOS. **These services are the responsibility of MDPD.**

- **Computer Hardware.** The NicheRMS software supplied by Niche Technology is installed on hardware procured, installed, configured, managed, and supported by MDPD, whether on-premises or using IaaS.
- **Operating system and database software.** The operating system and database software, as well as licenses required to use that software, are to be procured, installed, configured, managed, and supported by MDPD.
- **Peripheral hardware.** All peripheral hardware and associated software are to be procured, installed, configured, managed, and supported by MDPD.
- **Help Desk Services.** Activities required to perform user support related to direct resolution of end-user questions and calls, call dispatch, tracking and tracing, call escalation, and self-help.
- **Desktop Services.** Activities required to provide, maintain, secure, and support the user hardware and software workplace environments (desktop, laptop, mobile device) to access, deploy and apply the NicheRMS application.
- **Data Center Services.** Activities required for providing, maintaining, securing, scheduling, backup, recovering and supporting the MDPD computing environments.
- **Network Services.** Activities required for providing, maintaining, securing, and supporting the wide-area network (WAN) connectivity for MDPD, all the MDPD locations' Local-Area Network (LAN) connectivity and the MDPD IP telephony connectivity, including all connectivity hardware and software.
- **MDPD-side project management.** MDPD must provide MDPD -side project management, including MDPD specific risk management.
- Application security requirements management.
- **Business analysis and change.** MDPD must lead the business process design and documentation, MDPD organizational change management and business functional demand analysis.
- **User acceptance testing execution.** MDPD must document and execute user acceptance testing of the NicheRMS system.
- **Provision of test data.** MDPD must provide test data for User Acceptance and other testing.
- **End-User training.** MDPD is responsible for the development of end-user training materials, which should incorporate MDPD policies and procedures, and delivering end-user training. Access to training materials developed by other NicheRMS police agencies to assist with training material development can be arranged, and Niche's user manuals can be used and incorporated in MDPD's materials.
- **Provision of MDPD mapping/address validation content.** MDPD is responsible for providing any mapping or address validation data required. Technical details of the data required will be determined during the project.
- **For interface development.** For any interfaces to be provided or developed by Niche, MDPD is responsible for:

- Provision of documentation required by Niche to develop the interface.
- Provision of access to the interfaced systems or test systems for interface specification, development, and testing.
- Coordination with the interfaced system provider.
- Facilitation and clarification of technical connection issues.
- Acquisition of any permission and licenses required to access the interfaced system.
- Technical and user acceptance testing.
- **Any Hardware procurement and associated Operating System and Database licenses.**

1.5 NicheRMS Training

Initial System Training is provided very early in the project. The objective is to provide the project team, including customer Subject Matter Experts, with a thorough understanding of existing NicheRMS functionality. This training is designed to provide the customer project team with the system knowledge they need to use the initial version of the software and make business process and system configuration decisions. Customer trainers should be involved at this stage so that they are well informed and able to begin working on training documents. Initial System Training is a pre-requisite for System Administrators. This is not training for end users.

This is a 4-day classroom style training. Classes accommodate up to 20 students.

System Admin Training is provided specifically for MDPD NicheRMS System Administrators whose job functions require some system administration tasks. This course provides much greater detail to enable these personnel to be able to undertake local database configuration of the system to meet agency requirements. This training is conducted over the duration of the project as the project team progresses through business process analysis. This training is approximately 13 days over the course of the project, delivered remotely, as needed (i.e., Niche provides training as a team member begins work on a specific configuration item).

Additional Training/Train-the-trainer training can be provided as an extra cost item (see **Form 1 – Price Proposal Schedule**). Note, however, that MDPD is responsible for the creation of the end-user training materials, as they are heavily dependent on incorporation of MDPD procedures. Because of this, it is likely that the MDPD staff involved in creating those materials are better suited to training the end-user trainers than Niche staff are. However, Niche can provide additional, supplemental project team or trainer training.

Knowledge Transfer is ongoing informal training that is provided throughout the implementation project and on into the maintenance and support period. It supports consolidation of the earlier formal training. Additional in-depth training may be provided in-person by Niche PMs, through access to Niche documentation or by participation in the Niche community.

After training, the customer project team can begin to visualize, understand and document how NicheRMS will operate within their agency and consider what changes will be needed to existing business processes.

1.6 Business Fit Review

In every large systems project, such as implementation of a new Records Management System, it is inevitable that business processes will need to be revised. Following completion of training, Niche supports the MDPD project team to review and analyze their existing (AS IS) business processes and determine how these can evolve to maximize the efficiencies made possible through use of NicheRMS, the TO BE processes.

MDPD and Niche review the discovery process findings. They will identify any gaps or changes that are required, as well as considering how these can be addressed. Options include:

- Business process changes and policy changes within MDPD.
- Customer-managed configuration changes within the application by MDPD.
- Build tickets for Niche-managed configuration.
- Additional development requirements for NicheRMS being added to the SOS, via change request as per Article 38 of the Agreement.

Once the MDPD project team has completed the business process analysis, the new processes are documented by MDPD and form the basis of agency-specific training materials created by MDPD. This enables planning for a smooth transition to the new system. The recommended approach is to use the Niche-supplied base documentation (available to all customers on the Niche SharePoint site) to design MDPD-specific procedure and training manuals. The Niche license permits the copying, modification, and incorporation of the Niche-supplied documentation in MDPD-created materials.

1.7 Application Enhancements

NicheRMS is an evergreen product and is subject to perpetual revision, updates and upgrades. As a fully developed product, Niche customers can have all the features and functions they wish through a process of configuration and adjustment of the system parameters. Enhancements to the system are added as new functionality with configurable options that become available to all Niche customers. Product upgrades are readily available for customers that want them, but no customer will lose features because of an upgrade, and no customer is forced to use a new feature they do not want. In addition, Niche retains and maintains a set of configuration parameters for each customer (picklist contents, screen terminology, and so on), and simply applies those parameters to any new software version or upgrade before sending it to an individual customer. In this way, Niche maintains a single software core application, but customers continue to receive their own custom-configured versions. Developments that are undertaken and rolled up into the product are made available to all customers at no additional cost.

1.8 Change Management

Services that have not specifically been referenced in the Statement of Services will be dealt with through a process of Change Control. The process for managing change is set out in Article 38 of the Agreement. Reasons for change control may include:

- New or changed requirements are discovered during the implementation project or afterwards during the warranty period or under a maintenance contract.
- The detailed scope of a particular service or feature—a required interface, for example—is not known at the start of the project.
- Additional agencies seek to join the system.

If such service or scope change is identified, Niche and MDPD will discuss and agree on their respective roles and responsibilities for delivery of the services, in line with the principles already set out in this Statement of Services and the Agreement.

Note that the use of Change Control does not necessarily mean that the change is an additional cost item. The purpose of Change Control is to decide, document and track changes so that everyone understands:

- What is being changed, and what the effects of the change will be.
- Why the change is being made.
- Who is responsible for what parts of the work to achieve the change.
- When the change is required and how that schedule can be achieved. This may result in adjusting the priorities of other deliverables.
- The effect of the change request on other work, including how delivery schedules will be affected. Major changes will affect delivery timing, and the changes must be coordinated with the delivery of new builds of NicheRMS.
- Any additional hardware or third-party software required.
- Additional charges by Niche, if any. Note that the vast majority of change requests have no associated additional charges as they are part of the implementation project, the warranty period, or ongoing contracted system maintenance. Implementation of functionality that is part of the NicheRMS product but not currently enabled, or agreed enhancements to the product, requires change control but would not have an associated Niche cost. Typically, it is only customer-specific, "work for hire" type work that will have additional charges, and this is rare.

If such service or scope change is identified, Niche and MDPD will discuss and agree on their respective roles and responsibilities for delivery of the services, in line with the principles already set out in this Statement of Services and the Agreement.

2 Project Implementation

The process described below is based upon Niche project implementation methodology for MDPD. The full detail of each task in each project phase is defined in the Project Plan.

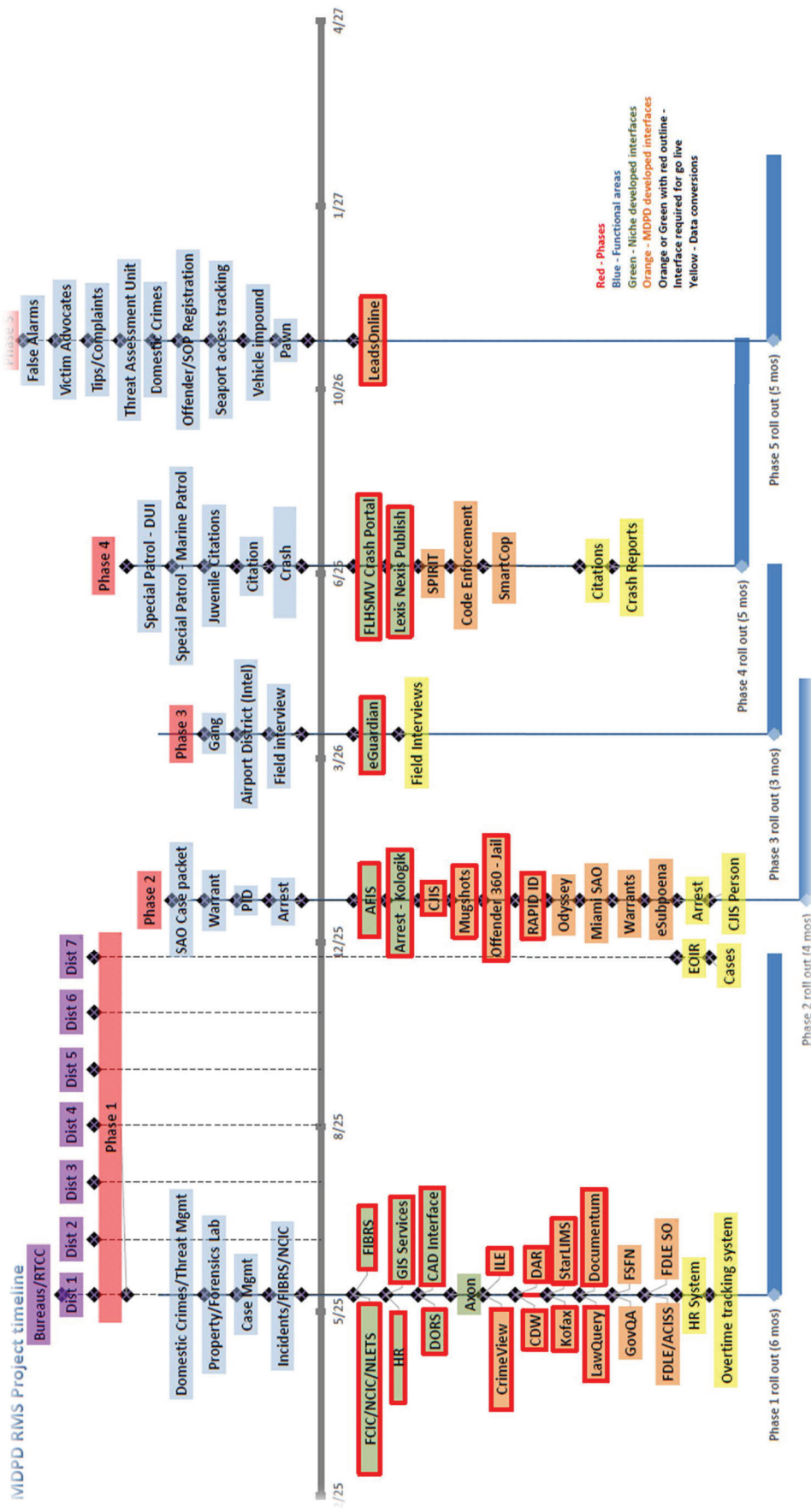
The following tasks will be carried out remotely by Niche Technology developers working from Niche's head office:

- Specialized technical training in addition to the standard administration training will be delivered remotely as needed.
- Configuration of NicheRMS according to MDPD requirements: for all phase 3 activities Niche works jointly with the MDPD team, with some configuration carried out by MDPD personnel on site, and other configuration being carried out by Niche personnel working remotely. See Niche-managed Configuration and Customer-managed Configuration described in 1.1 above.
- Interface development being performed by Niche or by a third party such as Datamaxx.
- Niche technical testing in advance of delivery of the software to MDPD.

Niche Technology performs the following project tasks onsite:

- Project kick off meeting.
- Project team training, as described in section 1.4 above.
- Business Fit Review Workshops.
- NicheRMS application and database configuration workshops.
- Go live.

MDPD RMS Example Project Timeline



Tasks

Start	End	Duration	Label	Vert. Position	Vert. Line
01/06/2025	01/12/2025	185	Phase 1 roll out (6 mos)	-70	-95
01/01/2026	30/04/2026	120	Phase 2 roll out (4 mos)	-75	-95
01/04/2026	01/07/2026	92	Phase 3 roll out (3 mos)	-70	-95
01/07/2026	01/11/2026	124	Phase 4 roll out (5 mos)	-65	-95
01/11/2026	01/01/2027	100	Phase 5 roll out (5 mos)	-70	-95
01/04/2026	01/06/2026				
Insert new rows above this one					

Milestones

Date	Functionality	Label	Position
01/06/2025	Phase 1 - Incidents		
01/06/2025	Incidents/FIBRS/NCIC		3
01/06/2025	Case Mgmt		8
01/06/2025	Property/Forensics Lab		13
01/06/2025	Domestic Crimes/Threat Mgmt		18
01/06/2025	Phase 1		30
01/06/2025	Dist 1		35
01/06/2025	Bureau/RTCC		40
01/07/2025	Dist 2		35
01/08/2025	Dist 3		35
01/09/2025	Dist 4		35
01/10/2025	Dist 5		35
01/11/2025	Dist 6		35
01/12/2025	Dist 7		35
	Phase 2 - Arrest		
01/01/2026	Arrest		3
01/01/2026	PID		8
01/01/2026	Warrant		13
01/01/2026	SAO Case packet		18
01/01/2026	Phase 2		23
	Phase 3 - Field Interview		
01/04/2026	Field interview		3

Date	Label	Position
01/04/2026	Airport District (Intel)	8
01/04/2026	Gang	13
01/04/2026	Phase 3	18
01/07/2026	Phase 4 - Traffic and Pawn	3
01/07/2026	Crash	8
01/07/2026	Citation	13
01/07/2026	Juvenile Citations	18
01/07/2026	Special Patrol - Marine Patrol	23
01/07/2026	Special Patrol - DUI	30
01/07/2026	Phase 4	2
01/11/2026	Phase 5 - Remaining business areas	7
01/11/2026	Pawn	12
01/11/2026	Vehicle Impound	17
01/11/2026	Seaport access tracking	22
01/11/2026	Offender/SOP Registration	26
01/11/2026	Domestic Crimes	31
01/11/2026	Threat Assessment Unit	36
01/11/2026	Tips/Complaints	41
01/11/2026	Victim Advocates	46
01/11/2026	False Alarms	
01/11/2026	Phase 5	
Interfaces		
Niche Developed Interfaces		
Interfaces - Phase 1 - Incident		
01/06/2025	FIBRS	-5
01/06/2025	FCIC/NCIC/NLETS	-5
01/06/2025	GIS Services	-10
01/06/2025	HR	-10
01/06/2025	CAD Interface	-15
01/06/2025	DORS	-15
01/06/2025	Axon	-20
Interfaces - Phase 2 - Arrest		
01/01/2026	AFIS	-5
Interfaces - Phase 3 - Field Interview		
01/04/2026	eGuardian	-5
MDPD Developed Interfaces		
Interfaces - Phase 1 - Incident		
01/06/2025	ILE	-25
01/06/2025	CrimeView	-25
01/06/2025	CDW	-30
01/06/2025	DAR	-30
01/06/2025	Kofax	-35
01/06/2025	StarLIMS	-35
01/06/2025	Documentum	-40
01/06/2025	LawQuery	-40
01/06/2025	GovQA	-45
01/06/2025	FSFN	-45
01/06/2025	FDLE SO	-50
01/06/2025	FDLE/ACISS	-50

Date	Label	Position	
Interfaces - Phase 2 - Arrest			
01/01/2026	Arrest - Kologik	-10	Automated Arrest Form Solution (Kologik)
01/01/2026	CJIS	-15	Miami-Dade county Criminal Justice Information Required for go live
01/01/2026	Mugshots	-20	DataWorlds Plus Mugshots
01/01/2026	Offender 360 - Jail	-25	Required for go live
01/01/2026	RAPID ID	-30	Required for go live
01/01/2026	Odyssey	-35	Odyssey - Clerk of Court – Civil / Family
01/01/2026	Miami SAO	-40	Miami SAO
01/01/2026	Warrants	-45	Count Court Case Management system
01/01/2026	eSubpoena	-50	eSubpoena (in-house)
Interfaces - Phase 3 - Field Interview			
Interfaces - Phase 4 - Traffic/Pawn			
01/07/2026	FLHSMV Crash Portal	-5	FLHSMV Crash Portal
01/07/2026	Lexis Nexis Publish	-10	LexisNexis® Desk Officer Reporting System
01/07/2026	SPIRIT	-15	County wide traffic case management system.
01/07/2026	Code Enforcement	-20	
01/07/2026	SmartCop	-25	SmartCop
Interfaces - Phase 5 - Remaining business areas			
01/11/2026	LeadsOnline	-5	LeadsOnline - Pawn
Data conversion			
Data conversion - Phase 1A - Incident			
01/06/2025	HR System	-55	
01/06/2025	Overtime tracking system	-60	
Data conversion - Phase 1B - Incident			
01/12/2025	EOIR	-55	
01/12/2025	Cases	-60	
Data conversion - Phase 2 - Arrest			

Task Name	Description	Duration	Owner	Input
PHASE I— PROJECT INITIATION AND PLANNING	After agreement signing, Niche and MDPD review the details of the project and make clarifications where necessary. The two teams review, at a minimum: 1. Statement of Work, 2. Contract deliverables/milestones, 3. Contract documentation, 4. Project Plan, 5. Project Completion Deadline, 6. Project team structure for both the agency and Niche, 7. Project administration, communication, and reporting procedures, 8. NicheRMS Knowledge Base, 9. Perform the kick-off meeting, 10. Hosting a test/familiarization environment for MDPD. At this stage, the two teams review all requirements, and changes may be made to the project level documentation. The MDPD Project Manager shall develop a detailed project schedule and project plans (staffing, communications, change management and risk management) based on best practices and Niche-provided plan with support provided by Niche. On-site time for the Niche team is negotiated at this stage for the overall project plan. There is also a technical review to ensure that MDPD and Niche arrive at a mutual understanding of the proposed system and the items being supplied by both parties. The goal for both teams is to have a complete and detailed understanding of what needs to happen to ensure project success. The following documents are managed as part of the initiation stage. Many of these are live documents and will have ongoing updates through the implementation project. These documents are the owned by Niche Technology, with input from MDPD: Refer to “Owner” and “Input” columns. (1) Project management and the project communications plan, (2) Niche project team organization chart, (3) System design, (4) Project Plan/schedule,	60 days	Niche	MDPD
			Niche	MDPD

Task Name	Description	Duration	Owner	Input
	(5) Risk register and risk mitigation strategy, (6) Project team structure for both the agency and Niche, (7) Project administration, communication, and reporting procedures, (8) NicheRMS Knowledge Base, (9) Risk Assessment and Management Plan, (10) Application Configuration / Customizations Specifications (11) Monthly status reports, executive status briefings, (12) Knowledge transfer/training plan – draft, (13) Draft Test strategy document.			
	These documents are owned by MDPD, with input from Niche: (1) Overall project organization chart, (2) MDPD project governance structure and agency communication plan, (3) Project charter, (4) Organizational Change Management Plan, • Assessment • Reengineering (5) System testing (i.e.. Integration, conversion, regression, usability), (6) Interface specifications for MDPD interfaces, see details in Section 3.1, (7) Help Desk Management Plan (with error messages and knowledge center), (8) Issue/Ticket log managed by MDPD.		MDPD	Niche
	These documents are the shared responsibility between MDPD and Niche Technology (1) Contract, (2) Statement of Work,		Joint MDPD/ Niche owners	

Task Name	Description	Duration	Owner	Input
	(3) Contract deliverables/milestones including Project Completion Deadline, (4) Current state documentation and validation, business flows, (5) Future state documentation, validation, business process reengineering, (6) Business fit document, (7) Risk assessment management plan, (8) QA Plan/Approach, a. High level QA approach, b. Testing and promotion, c. System Testing (i.e., integration, conversion, regression, usability), d. Test Plans/Case Development, e. User Acceptance Testing, (9) Knowledge transfer/training plan – final, (10) Best Practices and Industry Standards documentation, (11) Workflow design and specifications, (12) Testing and promotion, (13) Hardware and software specifications, (14) Maintenance and Support Plan, (15) Data conversion plan/migration plan, (16) Interface specifications for Niche interfaces, see details in Section 3.1, (17) Traceability matrix.		hip	
PHASE II— KNOWLEDGE TRANSFER AND FUTURE STATE BUSINESS PROCESS	Niche delivers the unconfigured NicheRMS software and database and assists MDPD to install it at the MDPD site. This is performed via Teams web conferencing and instructional documentation. As part of Niche's standard project methodology, Niche supports the MDPD project team in reviewing and analyzing their existing business processes.	5-7 months	MDPD, Niche	

Task Name	Description	Duration	Owner	Input
ANALYSIS	Niche provides access to NicheRMS system documentation including installation, administration, and user guides. These are available on Niche's Knowledge Base. Niche provides Initial System training for the MDPD project team, covering end-to-end NicheRMS functionality. Niche also provides System administration training (as needed) via Teams web conferencing to support the configuration of NicheRMS for MDPD. Once this training is complete, the team moves on to the review/analysis of their current and future business processes. (AS IS/TO BE) System Administration and training in other technical matters is typically performed via instructional documentation and Teams web conferencing as needed. Knowledge Transfer continues over the life of the project and delivered based on MDPD readiness to commence working on a specific NicheRMS function. This phase is designed to allow MDPD to assess and document what the current and new business processes are and make plans to smoothly transition to these new business processes. Once this training and the current state business process analysis is complete, Niche and MDPD review/analyze/document the future state business processes. MDPD and Niche meet regularly to review any gaps or changes. This review will result in one or more of: • Business process changes and policy changes within MDPD. • Customer configuration changes managed within the application by MDPD. • System configuration by Niche, via ticket management process. • Additional development requirements for NicheRMS being added to the SOS, via change request. If there is any additional cost, an amendment would be required.			
PHASE III— APPLICATION CONFIGURATION (CONCURRENT TO PHASE II)	Niche delivers the configured NicheRMS software based on the results of the business process analysis performed in Phase II. There are many configurable options, some of which are configured by Niche in response to MDPD requirements; others can be set up and maintained by MDPD.	9 months	MDPD, Niche	

Task Name	Description	Duration	Owner	Input
	Niche-managed configuration is outlined in section 1.1 above. Niche provides training to MDPD on the configuration options that they can manage. MDPD identifies personnel to provide NicheRMS System administration functions. This includes configuring the NicheRMS system with the following items: • Organizational structure • Users/Employees • Security Access Roles and Access Control lists • Case file assembly templates • Form templates • Arrest offence/reason codes • Charges and charge wordings • Standard code tables • Standard incident type. • Output reports • Property Storage locations • NIBRS offenses for federal, state and local offense codes • Task workflow • Business rules • Standard field help • System parameters • Assistant help • Custom Searches Other configurable functions that MDPD will manage include: • Client.ini files (workstation configuration)			

Task Name	Description	Duration	Owner	Input
	• Audit log setup and loading • Full text searching • Property Inventory software • Peripheral hardware setup • Bulk document loader • Niche Address Verification (NAV) • Automatic update service and source files This phase continues with other software deliveries until the complete system is in place, as defined in the contract. This phase may remain open as additional pieces are put in place during the contract. Typically, Niche-managed configuration is provided to MDPD in up to four iterations. Niche shall support MDPD in preparing a detailed Test Strategy document, including unit, integration and performance tests. MDPD shall complete successful installation of software in the development environment with the support and assistance of Niche.			
	Data Conversion MDPD and Niche will document and agree on a Data Conversion / Migration Plan. Niche will work with ITD staff to develop a migration approach including identifying data mappings, data cleansing process, and assist in performing migration activities where needed.	To be determined as part of Implementation Planning	MDPD, Niche	
	Interface Development Interface development is described in Section 3 below, including two tables identifying the list of agreed interfaces for Niche development and those interfaces to be developed by MDPD.	To be determined as part of Implementation Planning	MDPD, Niche	

Task Name	Description	Duration	Owner	Input
PHASE IV HARDWARE CONFIGURATION	• Specification of production hardware, • Procurement of hardware, • Install operating system and database software, • Install Niche- configured version of NicheRMS with Niche support • Hardware/Software specifications, • Install operating system and database software, • Install configured version.	3-4 months	MDPD	Niche
PHASE V— CUTOVER PREPARATION	Cutover planning is undertaken in the phase. This includes: • Creating the implementation schedule and plan. This plan must be mutually approved. Niche can recommend various approaches to implementation – MDPD must assess their own business needs and workflow and select an implementation style that will work best for them. • Creating a detailed training plan, Niche and MDPD will work together to generate and finalize a Training Plan. • Preparing end user training material and delivering end user training. ○ Niche to provide standard training materials to MDPD who can edit/customize as needed. ○ Niche to provide project team training during the implementation project, including technical staff such as Application support staff, technical/infrastructure support staff and GIS/Geo-spatial support staff. ○ Niche to provide train the trainer training to prepare for end user training. ○ Niche to provide assistance to MDPD in crafting training material for specialized users. ○ Niche first provides train-the-trainer instruction, and then works with your team to develop a training curriculum and schedule suitable to Miami-	On-going	MDPD, Niche	

Task Name	Description	Duration	Owner	Input
	Dade County (Training Plan). ○ End-user training is delivered by the customer. ● Establishing remote connectivity and support procedures, ● Release preparation including: ● Document and Communicate Management of Change Risks and Issues ● Document and Communicate New Policies and Procedures ● Document and Communicate New Workflow ● Update System Help Files ● Create and Communicate User Feedback/support procedures and tools ● Communicate Release and Training Schedules, including notification of partner agencies, ● Build Primary – Secondary – Third Level Support Model ● Create and document a sustainability plan for post go live RMS support and growth ● Create and develop a change management strategy ● Create and document a contingency plan for RMS interruption ● Document Lessons Learned ● Testing release as per the acceptance test plan (ATP) including Performance/stress testing, Systems interface testing, UAT. The ATP is the foundation used to ensure the system is ready to go-live in each operational area. ● Rolling out application software - MDPD will deploy the software ready for user acceptance testing as per the agreed ATP. ● Preparing technical cutover steps and planning - After the ATP and Training			

Task Name	Description	Duration	Owner	Input
	plans are developed, Niche works with your project team to develop and finalize a detailed System Cutover Plan. The System Cutover Plan is essentially the playbook for system cutover—it includes details such as specific dates and times, roles and responsibilities, communications plans (who is notified of what when), rollback and recovery contingency plans, and support details. Release preparation is undertaken to ready the agency for use of NicheRMS in production. - The NicheRMS client application is rolled out to all workstations and all other technical preparations, such as disaster recovery, are completed by MDPD. - Cutover dry run - A dry run may be completed to identify and rectify any issues by MDPD with support of Niche. The cutover plan is updated. - Support levels are put in place and tested by MDPD with support of Niche. - The help desk is readied by MDPD. - Pre-cutover steps are performed.			
PHASE VI—CUTOVER	Following the successful completion of MDPD User Acceptance Testing of all modules, along with the acceptance of the results by MDPD Project Manager, MDPD coordinates and execute the implementation and stabilization of all application modules and interfaces that were agreed into MDPD production environment, with the support and assistance of Niche. These are the high level cutover steps. These steps will be fleshed out during the earlier steps of the project: 1. Close legacy system and extract the data for conversion. 2. Run the data conversion process and load the data into the production environment. 3. Start and test all interfaces. 4. Activate the system. 5. Notify users to commence use of the NicheRMS. It is essential that the approach (Phased or Big Bang) to Cutover is identified early to	1-3 days	MDPD	

Task Name	Description	Duration	Owner	Input
	enable later stages including training and data conversion. With large systems, Cutover may occur as a series of Cutovers to better enable Customers to manage the changes taking place. Warranty period (12 months) commences on first Cutover as described in the SLA (Service Level Agreement), Appendix B of the Agreement.			
PHASE VII—GO LIVE SUPPORT	• Niche Project Managers available onsite • Support team meetings • Enhanced Service/Support Desk • Trainers & Super Users deployed • Managers Support Standard procedure for many agencies at the time of go-live for such a large project is to manage it as a critical incident, with enhanced support and staff available. Niche assists in providing advanced technical support during the customer go live and the 5 days immediately after. At and after go live, Niche also provides 24x7 critical incident support. See the service level agreement for details.	5 days per rollout of major functionality		
PHASE VIII—PROJECT WRAP-UP AND ONGOING SYSTEM SUPPORT	Project wrap-up activities take place after acceptance and cutover. Typical activities: • Resolving any system issues identified at the conclusion of acceptance testing and prior to cutover. • The Niche Project Manager reviews the subsequent system support procedures with MDPD. • Discussion and documentation of maintenance procedures • Tier 3 calls for system support go to the Niche technical support line, or to the on-call personnel, as appropriate. Niche is responsible for ensuring prompt resolution as outlined in the Service Level Agreement. • Contracted maintenance begins after the system goes into live operation. With large systems, this may occur as a series of Cutovers to better enable MDPD to manage the changes taking place. Maintenance begins after the first Cutover as	30 days	MDPD, Niche	

Task Name	Description	Duration	Owner	Input
	described in the SLA. - Resolving any outstanding invoices or credits associated with the project implementation. - Initiating warranty/maintenance This phase is to ensure a smooth transition from project-to-production. In many cases, there will be more than one production implementation, which means the project team will be continuing to work on new features or the next release, while the system is in use. During this time and after the final implementation, our goal is to ensure full system support. The Niche project team will review the service level agreement (SLA) and support procedures with your team. Niche typically provides Tier 3 support; a representative from the customer team is responsible for handling the initial calls for service. For system use questions, Niche encourages its clients to use gurus or subject matter experts that have received additional training on the system (usually those members that provided the training). Technical issues that need escalation and direct Niche assistance are reported to Niche using our help line. All calls are recorded in the issue tracking system and assigned to the proper Niche support personnel.			

3 Interface Development

Interface development is undertaken in one of three ways:

- Niche developed interfaces
- Miami Dade developed interfaces
- Third party developed interfaces

Interfaces to be developed, configured and installed in this project are set out in three sections and tables below. This is preliminary information that will be expanded during the first phase of the project. Most importantly, as uncertainty in the time required to develop interfaces is a significant project risk, interfaces must be ranked in order of priority to ensure that those critical for go-live are completed on time. If there are interfaces missing from the tables, they may be added to the SOS via the change request process defined above and their prioritization against the other interfaces will be agreed.

3.1 Niche Developed Interfaces

Niche's approach to interface development is based on the following principles:

- Niche develops, supplies and maintains interfaces to common systems, such as CAD, or to mandated state and federal systems. In some cases, those interfaces may include third-party software that Niche licenses as part of supplying the NicheRMS system. Although these interfaces invariably need configuration or minor development in each implementation project, the amount of work is small, and risk is low.
- Niche will only use documented, approved methods to access external systems. MDPD must obtain any permission and source and pay for all tools, licenses, etc. required to interface to the external system in question. Niche will not analyze, reverse engineer, or access external systems through unapproved means.
- For Niche developed interfaces, Niche staff require access to the appropriate documentation, software tools and libraries and access to a test system.

For each interface to be developed by Niche, the following steps are completed:

1. Design the interface
 - a. If a third party is involved in the interface, MDPD initiates and manages the relationship between Niche, MDPD and the third party. Niche and the third party must have a signed Non-disclosure Agreement.
 - b. If necessary, interface materials are provided by the third party.
 - c. The interface requirements are determined and documented by Niche and MDPD and may be dependent upon business process being finalized and application configuration, database configuration being completed.
 - d. The mapping between the two systems is completed. This is a shared Niche, MDPD and downstream system owner responsibility.
 - e. The interface specification is written, accepted and signed off.
2. Develop the interface
 - a. MDPD provides test data, access to a test system and facilitates access to the other system.
3. Test and accept the interface
 - a. Niche delivers the interface and MDPD installs it for local testing.
 - b. MDPD tests the interface and documents any issues.
 - c. Niche fixes the reported issues. MDPD updates the installed interface and reruns testing.
 - i. This is an iterative process that may require multiple rounds.
 - d. Once completed, the interface is accepted.

Requirement # from RFP Response Matrix	Application	Vendor	System Description	Development responsibility
39	eGuardian	FBI	The eGuardian system is a sensitive but unclassified (SBU) information- sharing platform hosted by the FBI's CJIS Division as a service on the Law Enforcement Enterprise Portal (LEEP). The eGuardian system allows law enforcement agencies to share suspicious activity reports (SARs) in a single information repository accessible to thousands of law enforcement personnel and analysts directly supporting law enforcement.	Niche
14	Evidence.com - Axon Body Camera Video Management System	Axon	Repository for management of body worn camera footage.	Niche
33	FIBRS	FDLE	Florida Incident Based Reporting System for Uniform Crime Reporting	Niche
32	Florida Department of Law Enforcement (FDLE) - FCIC/NCIC/NLETS	FDLE / FBI	State/federal criminal system/database accessed to conduct subject; vehicle/property checks via FDLE Message Switch.	Niche/Datamaxx
27	Geographic Information System (GIS) - GIS Services	ITD/ESRI	County GIS/geospatial application providing · County Geofile · All County layers & boundaries · Street network · Common places · Postal Address Validation The system is currently used for validation and geocoding of addresses entered into existing MDPD applications.	Niche
29	IDEMIA MorphoBIS Biometric Identification System	IDEMIA	County's Biometric Identification System, aka 'AFIS'.	Niche/Datamaxx
11	LexisNexis® Desk Officer Reporting System (formally CopLogic) - Citizen reporting	LexisNexis	On-line reporting system which allows citizens in unincorporated County to submit a police report and	Niche

Requirement # from RFP Response Matrix	Application	Vendor	System Description	Development responsibility
			receive a tracking number/ police case number.	
8	MDPD Human Resources HR/Personnel system	ITD	Custom built system used to administer MDPD personnel information.	Niche
30	PeopleSoft	ITD	The County's payroll mainframe system.	Niche
16, 17, 18, 19	PremierOne Computer Aided Dispatch (CAD) System and supporting Premier Mobile Data Computing (PMDPD) application.	Motorola	The County's CAD system.	Niche
20	LexisNexis® Citation and Crash - or other 3rd party citation/crash application	LexisNexis	On-line reporting system which allows citizens in unincorporated County to submit a police report and receive a tracking number/ police case number.	Niche

3.2 Interfaces to be Developed by MDPD

The customer's IT development staff are in the best position to develop interfaces to custom in-house systems or other systems that they have expertise in, or for which they have existing interfaces. Niche provides support, including development work to build the "Niche side" of these interfaces. This development support is provided at no additional charge and includes providing the Niche Interface Toolkit as further described below.

It is very important that MDPD consult with Niche about any interfaces that it is developing to ensure that the process is efficient, and that the resulting software is compatible with NicheRMS. There are many technical facilities in NicheRMS that can be leveraged when developing interfaces, and there are many ways to develop interfaces that will seriously impact the interactive performance of NicheRMS. Assistance from Niche is necessary for all but the most experienced developers.

Niche Technology will provide the following technical tools and support for an interface that is being developed by MDPD:

- Application-level data model "helptips" which provides MDPD staff with visibility of the entities and fields within NicheRMS application. Niche Technology will provide MDPD staff with knowledge transfer on using and understanding this function. Niche Technology will answer questions as needed on this tool.
- NMLView – This is a Niche provided data model browser utility that supports the following:
 - ❖ Searching for entities by name
 - ❖ Viewing the inheritance hierarchy and relationship graph of the full NicheRMS data model
 - ❖ Inspecting the list of fields for a given entity, including data type and database-level storage information
 - ❖ Generating assorted data dictionaries, e.g. a list of all "choice lists" (DDL items) within the data model
 - ❖ Exporting selected NicheRMS entities to a Visio diagram
- In addition to providing NMLView, Niche Technology will provide MDPD staff with knowledge transfer on using and understanding the NicheRMS data model and how to use this browsing tool.

Niche Technology will provide our interface development toolkit to MDPD and any 3rd party development resource:

- NicheRMS core infrastructure
- Data model browser (NMLView)

- Application SQL
- Platform access/connectivity
- Direct connection API (NDSCConnect)
- Web service API
- End user app ("client")
- Custom data entry report language
- Output report framework/languages
- Plugin API
- Database-level tools
- Change detection processes to support incremental extracts
- Database-level mappings from code values (e.g. RES) to end user readable values (e.g. Residence)
- Translation of NicheRMS-specific data formats into plain text
- Scale out read activity to AlwaysOn AG replicas or transactional replication

Niche provides support in our Developing for the Niche Platform package and in the platform in general, including:

- Documentation
- Example source code
- Editors and other utilities

As MDPD work through the interface development process, Niche Technology will answer questions regarding the data model, entities, fields, or other questions related to the data conversion process as needed. This will either be in a regularly scheduled meeting, ad hoc meetings, or question/answer via email.

Niche Technology will provide NicheRMS data model concepts documentation and videos, including details on commonly used entities.

MDPD Integration team members will have access to the NicheRMS integration experts. The NicheRMS team will respond to emails and will provide remote support via Teams meetings. The MDPD Data conversion team provides the topics for review a reasonable time ahead of the Teams meeting in order for the NicheRMS team to prepare themselves.

In summary, the process for each interface to be developed by MDPD:

1. MDPD follows its own internal software development process.
2. Niche works with MDPD's software developers to help ensure that the interface is designed in a way that will work properly with Niche.
3. Niche provides APIs, documentation, sample code, Web and phone support, etc. to assist MDPD with its development.
4. When necessary, and to the extent mutually agreed, Niche enhances APIs and Niche internal operations to support MDPD interface development.
5. Niche makes configuration changes required to support the interface.

Requirement # from RFP Response Matrix	Application	Vendor	System Description	Development responsibility
1	BenchMark Management System	Benchmark Analytics	MDPD's current Administrative Investigation/Professional Compliance Management tool.	MDPD
2	IBM Integrated Law Enforcement (ILE) system	IBM	Intelligence system supporting crime analysts and MDPD's real Time crime center operations.	MDPD
3	CrimeView	CENTRAL SQUARE (Previously Omega Group)	Strategic crime mapping application used by MDPD.	MDPD
4	Crime Data Warehouse (CDW)	ITD	MDPD's primary crime data warehouse for statistical analysis and business intelligence reporting.	MDPD
5	Daily Activity Report (DAR)	ITD	Custom built application used by MDPD to create the officer's daily activity report containing all shift related activity. *Note: Dependent on RMS ability to supply equivalent functionality.	MDPD
6	RAPID-ID	DataWorks Plus	Portable fingerprint identification system deployed to MDPD officers.	MDPD
7	GovQA	WebQA	MDPD's public records release management tool, providing citizens the ability to request and make payment for public records online.	MDPD
9	Kofax Capture	Kofax	MDPD's existing Kofax scanning solution used to bulk digitize paper based documents.	Jointly by MDPD/ITD and Niche
10	StarLIMS	StarLIMS	MDPD's Laboratory Information Management System supporting the Forensic Crime Lab and Property and Evidence Bureaus.	MDPD

Requirement # from RFP Response Matrix	Application	Vendor	System Description	Development responsibility
12	LeadsOnline - Regulated Pawn and Secondhand Dealer Transaction Management Solution (LeadsOnline)	LeadsOnline	MDPD's third party regulated pawn and secondhand dealer transaction management solution.	MDPD
13	LawQuery - Stolen Towed and Abandoned Vehicles	ITD	Custom built middleware application to handle FCIC/NCIC/DHSMV/NLETS and local queries (e.g. CJIS, AUTO, etc.)	MDPD
15	Automated Arrest Form Solution - Arrest	Kologik (Previously ThinkStream)	County-wide electronic arrest affidavit application.	MDPD
20	Odyssey - Clerk of Court – Civil / Family	Tyler Technologies	Civil/Family Court management system supported by COC.	MDPD
21	Miami-Dade county Criminal Justice Information System (CJIS) - Clerk of Court	ITD	County-wide system for management of Criminal Cases. RFP-01208 is currently in progress to procure a replacement Solution for the current legacy CJIS system.	MDPD
22	SPIRIT	ITD	County-wide traffic case management system.	MDPD
23	Code Enforcement (MDPD moving to Infor Public Sector)	ITD	County-wide Code Enforcement system responsible for management of Universal Civil Violation Notices (Civil Citations).	MDPD
24	DataWorks Plus Juvenile/Adult Photo Imaging System v.5.104 (aka "Mugshots")	DataWorks Plus	MDPD enterprise wide system to capture and administer arrestee / booking mugshot photos	MDPD
25	eSubpoena	ITD		MDPD
26	Documentum Enterprise Content Management System v.7.x	OpenText (Formally EMC)	County-wide document management system storing MDPD offense incident report, arrest affidavit, and other document images.	MDPD

Requirement # from RFP Response Matrix	Application	Vendor	System Description	Development responsibility
28	Jail Management System	TBA	The County is in the process of soliciting for a Jail Management System	MDPD
31	Department of Children and Families (DCF) - Florida Safe Families Network (FSFN) / Inside FSFN	DCF	Case management system utilized by DCF to administer their cases.	MDPD
34	FDLE Sexual predator/offender information - State via NCIC query/DL query	FLDE		MDPD
35	FDLE's ACISS InSite	FDLE / ACCISS	FDLE's gang intelligence system.	MDPD
36	Florida Wildlife Conservation Commission RMS	SmartCop	Florida Fish and Wildlife Conservation Commission (FWC) utilizes an RMS system for case management	MDPD
37	State Attorney's Office (SAO) - Hydra eService Interface	Miami SAO	Miami SAO case management system.	MDPD
38	FLHSMV Crash Portal	FLHSMV and University of Florida	<u>Online portal providing Florida crash reports for sale, found at floridacrashportal.gov.</u>	MDPD
95	County Court Case Management system (CCMS) - replaces a piece of CJIS/PID	Catalis		MDPD

3.3 Third Party Developed Interfaces

Niche customers also contract with systems integrators and other outside contractors to develop custom interfaces when they do not have sufficient internal resources to do so. The vendors of those systems are in a good position to work jointly with Niche to develop an interface between NicheRMS and their software. This approach works well because Niche has the most expertise in NicheRMS and the vendor of the interfaced system has the most expertise in their software. To facilitate this development work, Niche provides Internet-accessible NicheRMS test systems that the vendor can access while developing their interface. Depending on the interface requirements, Niche will also develop the "Niche side" of these interfaces and provide the code, etc. to the developers to allow them to easily integrate their product with NicheRMS. In some cases, the RMS customer contracts with the software vendor for the interface development. In other cases, the vendor will provide the interface as part of their product delivery. Niche always provides its support and access to interfacing tools and test systems for free.

4. Data conversion

Detailed consideration of the proposed data migration has not been undertaken; the outline methodology is subject to both an understanding of the complexity of the systems and specific requirements.

Niche will provide the following technical tools and support for a data conversion completed by MDPD:

- Application-level data model “helptips” which provides MDPD staff with visibility of the entities and fields within NicheRMS application. Niche Technology will provide MDPD staff with knowledge transfer on using and understanding this function. Niche Technology will answer questions as needed on this tool.
- NMLView – This is a Niche provided data model browser utility that supports the following:
 - Searching for entities by name
 - Viewing the inheritance hierarchy and relationship graph of the full NicheRMS data model
 - Inspecting the list of fields for a given entity, including data type and database-level storage information
 - Generating assorted data dictionaries, e.g. a list of all “choice lists” (DDL items) within the data model
 - Exporting selected NicheRMS entities to a Visio diagram
- In addition to providing NMLView, Niche Technology will provide MDPD staff with knowledge transfer on using and understanding the NicheRMS data model and how to use this browsing tool.
- As MDPD work through the data conversion process, Niche Technology will answer questions regarding the data model, entities, fields or other questions related to the data conversion process as needed. This will either be in a regularly scheduled meeting, ad hoc meetings, or question/answer via email.
- Niche Technology will provide a model database schema script that creates an empty model/reference database.
 - Niche updates these scripts with every delivery of the application software.
- Niche Technology will provide NicheRMS data model concepts documentation and videos, including details on commonly used entities.
- MDPD Data conversion team members will have access to the NicheRMS data conversion experts. The NicheRMS team will respond to emails and will provide remote support via Teams meetings. The MDPD Data conversion team provides the topics for review a reasonable time ahead of the Teams meeting in order for the NicheRMS team to prepare themselves.
- Niche Technology will provide our conversion development toolkit to MDPD and any 3rd party development resource.
- This toolkit consists of a collection of Niche-provided binaries, plus editable T-SQL scripts, PowerShell scripts, and mapping files.
 - Includes documentation of the toolkit and common conversion scenarios/problems
 - NicheRMS data conversion developers use the same toolkit and will provide support to MDPD resources who are using this toolkit.
- Please note that a non-disclosure agreement between Niche Technology and the 3rd party development resource will be required.

- Niche Technology will supply the following tools for verifying converted NicheRMS data. This allows MDPD resources to find and correct systemic conversion issues. These tools can also be used for managing NicheRMS data that is entered by users once MDPD is live with NicheRMS.
 - CheckIds – This tool ensures that relational key columns only reference entity types that are allowed in that column, e.g., you can't set an involved person link to point at a vehicle.
 - CheckChoicelists – This tool ensures that "coded" values match the allowable set of values for the column.
 - Check Integrity – This tool ensures that all relational keys refer to records that actually exist within the database.
 - Identify potential "orphan" records – This tool ensures that master file entities (Person, Organization, Property, Vehicle, Address) are linked to at least one high level operational record of relevance (e.g. an incident report) – configurable per person.
 - Application server (NDS) validation – This tool executes the customer's configured NicheRMS business rules against the data to ensure that converted data is well-formed and not considered invalid.

3.4 Data conversion source systems

LEGACY SYSTEMS TO BE CONVERTED	FUNCTION OF THE LEGACY SYSTEM	WHO IS RESPONSIBLE	MASTER PERSON INDEX
Offense/Incident and Supplemental Reports	System of record for data entry and tracking of offense incident reports written by MDPD.	In House – MDPD Development Team (ITD)	No Master Person table, each Offense Incident Report collects all necessary data about the suspect. There's no lookup to a previously arrested person.
Cases (in Crime Analysis System)	Case management system that tracks incidents and collects data from different sources to build a case.	In House – MDPD Development Team (ITD)	No Master Person table, each case collects all necessary data about the suspect. There's no lookup to a previously arrested person.
Arrest Affidavits	System of record for data entry and tracking of arrest reports issued by MDPD and all municipalities of Miami-Dade County.	Vendor System – Kologik	No Master Person table. Each arrest affidavit stores the suspect's identifying information, as opposed to a master person ID.
Citations	System of record for data entry and tracking of traffic citations issued by MDPD.	Vendor System – Lexis Nexis	No Master Person table. Each citation stores the person's identifying information, as opposed to a master person ID.
Crash Reports	System of record for data entry and tracking of crash reports issued by MDPD.	Vendor System – Lexis Nexis	No Master Person table. Each crash report stores the person's identifying information, as opposed to a master Person ID.

LEGACY SYSTEMS TO BE CONVERTED	FUNCTION OF THE LEGACY SYSTEM	WHO IS RESPONSIBLE	MASTER PERSON INDEX
Field Interviews	System of record for data entry and tracking of field interviews conducted by MDPD.	In House – MDPD Development Team (ITD)	No Master Person table, each field interview collects all necessary data about the suspect. There's no lookup to a previously arrested/interviewed person.
CJIS Person, AKA, PID, Wanted Messages/Alerts	Person records with personal identifiers, other names used, wanted messages and alerts. This is currently housed within our Criminal Justice Information System which contains Positive ID functionality used by MDPD.	In House – CJIS Development Team (ITD)	There's a master person table in CJIS with AKA's associated to them. The person table's unique identifier is the CIN. This is stored as a result of fingerprinting and positive ID process being completed.
Human Resources System	System of record for employee information, including work location (district/bureau), supervisor and job code or classification.	In House – MDPD Development Team (ITD)	No
Overtime Tracking System	System of record for employee Platoon, squad and shift assignment as well as exact work schedule.	In House – MDPD Development Team (ITD)	No

4 Roles and Responsibilities

The Roles and Responsibilities of MDPD and Niche have been set out in the sections above and in Tables 5.1 and 5.2 below. Any Niche personnel that needs access in person or remotely will be subject to MDPD remote and physical access vendor policy procedures.

4.1 Niche Roles and Responsibilities

Resource	Description	Name
Niche MDPD Support Manager	Acts as a high-level liaison between Niche and the project's senior management to ensure that any issues requiring escalation are dealt with in a timely fashion. The MDPD Support Manager maintains a long-term relationship with MDPD, both during and after the project, and also works with Niche User Groups and sub-groups. Second escalation point on the project.	TJ Archer
Niche Project Managers	Function as the primary contact to MDPD for this project. Assume daily responsibility for the activities of the Niche's Consultants. Possess the ability to lead complex projects to a successful completion—on time and within the agreed budget and level of quality. Will support MDPD to develop and maintain the Project Schedule and manage project issues. Assume responsibility for testing and implementation timelines. The Project Managers shall be available as reasonably required by MDPD to successfully achieve the objectives in this SOS. The proposed schedule for the Project Managers will be agreed with the MDPD Project Manager.	Donna Lloyd-Jones and Barb Jones
Technical Architect	A Technical Architect provides technical team leadership to provide technical design and development. This role takes the lead in technical and solution architecture design and development, infrastructure design and planning, Acceptance Testing, and maintenance strategy development.	Dillon Kehler
Business Process Analysis Manager	Business Process Analysis Manager assists MDPD through the business analysis and product configuration process. Implements application configuration changes for the police agency.	Donna Lloyd-Jones and Teddy Wisely
Development & Technical Support Team	Core team of experienced software developers who work closely with the Niche Project Manager to develop and configure NicheRMS. Related to the Niche project team, the Interface development lead and Data conversion lead are drawn from this group.	
Locally based project resource		

4.2 MDPD Responsibilities

Role	Responsibility	Responsible Resource
Project Sponsor and Project Owner	- Define high-level project objectives and business benefits targets. - Communicates priority and benefit of project to management and staff. - Final decision-maker for issues related to project scope, schedule, cost, or resources if not resolved by the Project Office. - Ensures Compliance with the contract items, terms, and conditions.	
Project Manager	- Create and maintain the project schedule and tasks. - Day-to-day management of team leads in accordance with the Project Management Plan. - On-time delivery of quality deliverables. - Communicate project status and direction among project stakeholders. - Identify and manage issues, escalate as needed. - Identify and mitigate risks. - Ensure project schedule and tasks is followed effectively.	
Functional Team	- Facilitate and chair sessions with Subject Matter Experts (SME's) to define business requirements and processes. - Convert business processes into the functional Requirements Specification. - Work with the technical team to develop the Detailed Design Configuration Specification document for the imaging system and workflow processes. - Participate in system testing and training to ensure that results meet the functional requirements.	MDPD Business SMEs (Business Leads) MDPD Team TBD (SMEs) MDPD Team TBD
Technical Team	- Primary responsibility for the Detailed Design Configuration Specification. - Builds the Documentum hardware and architecture to the specified SDD levels. - Configure, test and implement the system. - Support testing activities and system. - Successfully transition the System to the Sheriff by participating in knowledge transfer processes and activities.	MDPD technical SMEs MDPD Team/ITS Team

Appendix B

SUPPLIER STANDARD SERVICE LEVEL AGREEMENT (SLA)

1 Service Levels

1.1 Services Covered Within This Agreement

Niche will supply the following services to the extent required by this Agreement and during the term of the Agreement at no additional charge:

- Technical consultancy;
- Database analysis and diagnostics (via remote access and/or monitoring outputs supplied by Customer staff);
- Fault diagnosis;
- Technical assistance and fault rectification (which shall include fault management with associated service levels and performance guarantees);
- Software maintenance support;
- Upgrades to new Software versions.

1.2 Support Organization

Niche will provide a single 24-hour primary support telephone number for logging all requests for support from the Customer, together with an email address.

Niche will ensure that the support telephone number is monitored on a 24/7 basis on all days (including public holidays Canada-wide) either by on-duty staff or via an automated paging system.

All urgent requests for support (defined as Priority 1 and Priority 2 in the table below) are to be notified by the Customer to Niche's support telephone. All non-urgent requests (defined as Priority 3 and Priority 4 in the table below) may be notified by email or telephone but not using the 24-hour support voicemail system.

Other than calls with trivial resolutions, Niche will allocate each call a unique reference number, which will be made available to the Customer and against which all information relevant to the call can be accessed. This number will typically be provided by email as soon as is practical.

Niche will provide technical advice and support as necessary to resolve the Customer's difficulties, queries, issues, system errors, reports of deficiencies and other support needs in using the Software and to ensure the Customer uses the Software correctly and avoids problems.

The Customer will ensure that only authorized Customer personnel contact Niche (e.g. help desk staff, trainers, technical support staff, etc.).

Niche will ensure that they retain industry standard in-house skills to continue to maintain and support the Software for the duration of this Agreement to an industry standard level to ensure Niche meets the defined service levels of this Agreement.

1.3 Service Level Definitions

The following service level definitions are used in the management of reported issues once they are logged by Niche service organization through to closure.

The following definitions of terms are used in setting priority according to the severity of the problem.

Priority	Category	Possible Problem Types
1	High	The system is not operational or one or more core business functions are not operational.
2	Medium	The system is operational but in degraded mode. This includes serious, persistent, system-wide performance problems, intermittent operation, or serious malfunction in core business functions.
3	Low	The system is operational, and users can use the system. This includes intermittent performance problems, intermittent malfunctions of some system functions, problems with a limited number of client installations, <i>etc.</i>
4	Nuisance	No significant operational impact. This includes malfunctions in low importance, infrequently used system functions, layout or spelling problems, <i>etc.</i>

1.4 Priorities

Assigning of calls to categories will be the responsibility of the Customer, in discussion with Niche. Clearing of a call will require the Customer's consent. Any call can be re-categorized by the Customer, in discussion with Niche, at any time.

1.5 Workarounds

The provision of an acceptable temporary workaround that ameliorates the business effect of a problem will result in a lowering of the priority of a call. A workaround that essentially removes the negative business impact of a fault, and is acceptable to the Customer, will reduce the category to Nuisance.

1.6 Initial Response

Initial response is the first communication (typically by Telephone) from Niche in reply to a reported issue indicating its current status and action being taken. This response shall be considered an acknowledgement by Niche that the reported issue is being progressed and work is underway to resolve it. The initial response may be from Niche's support staff attempting to gather more detailed information or to provide a resolution remotely.

The Response Time is the elapsed time from when the call is logged to the Initial Response.

An Initial Resolution means that a temporary course of action or outcome of the reported issue has been agreed, which may be a workaround or temporary fix until a permanent solution can be provided. This may be no more than a remedial measure to lessen the severity of the problem and provide more time to investigate and devise a permanent resolution. Where the agreed solution is a temporary work around, an action plan to provide a full solution will be agreed by both Parties.

1.7 Resolution

Resolution means that a permanent course of action or outcome of the reported issue has been agreed. Initial Resolution will occur when one or more of the following are agreed:

- Reported failure corrected or fixed.
 - Additional education, explanation or information provided.
 - Technical enquiry answered.

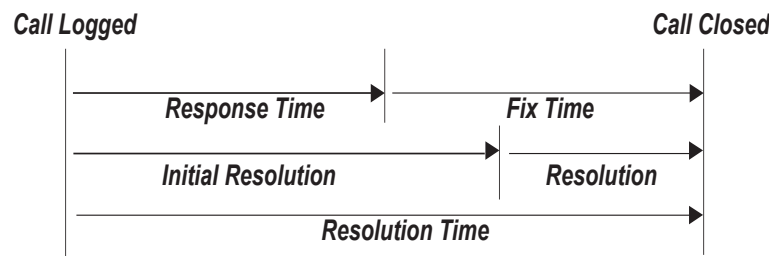
- A mutually agreed alternative or workaround is provided that is acceptable to the Customer.
- Issue referred back to Customer or others for resolution.
- Issue requires submission as a Change Control Notice.
- Enhancement to network or other equipment required, this will be identified by the Customer Help Desk and directed to the relevant parties.
- Issue identified as a defect in Customer equipment or software. This will be identified by the Customer Help Desk and directed to the relevant parties for resolution.

The Resolution Time is the elapsed time from when the call is logged to when a resolution is achieved, and the call is closed.

1.8 Closure

Closure of a call means that the resolution to a reported issue has been delivered or the issue has been abandoned by mutual agreement.

Calls that are awaiting additional information from the Customer for more than thirty (30) days and where there is no activity shall automatically be assigned the status of closed, unless otherwise agreed due to the issue being an intermittent problem that requires additional time and data.



2. Provision Of Remote Software Management, Monitoring and Support Facilities and Diagnostic Logs

The main sources of information that Niche requires to diagnose system problems are various logs recorded by the Niche NDS application servers and the Microsoft SQL Server database server. Additionally, the output of some SQL queries run manually against the database server may be required.

Time is of the essence in providing Niche with access to the logs and other required information. Time is also of the essence for Niche to provide responses and resolutions in accordance with the terms of this Agreement.

There are several ways in which Niche can access the information required to diagnose and fix problems.

The Customer works with Niche staff to provide the necessary logs, query results, etc. This is the preferred approach as it limits Niche access to Customer systems and data, and is typically more efficient than other approaches, leading to faster resolution times.

- i) The Customer shall provide Niche access to all information required by Niche to diagnose problems, including but not limited to diagnostic logs produced by the Software.
- ii) The preferred means of accessing diagnostic logs is for them to be transferred to Niche's office (typically encrypted and sent via FTPS) for processing and analysis.
- iii) Niche shall limit access to information transferred to Niche's servers on a need-to-know basis, to Niche staff approved by Customer.

- iv) Niche shall securely delete Customer information from its servers once it is no longer required to diagnose a problem.

Niche can access the Customer's system remotely to investigate problems and retrieve required information. Note that this is not the preferred means of diagnosis and support, as it requires greater access to Customer systems and data than is necessary, and is typically less efficient, and therefore slower, than having Customer staff provide the information. If remote access is used, it functions as follows:

- i) Niche will gain access to the system for the purpose of monitoring and diagnosis via remote access using an Internet-based VPN solution or other remote access facility, as determined by the Customer.
- ii) At the Customer's option, and typically recommended, the remote access facility will allow live monitoring by Customer staff while it is in use. If Customer staff input is required during the remote access (e.g., to enter passwords to systems and software that need to be accessed by Niche) then live monitoring and participation is required.
- iii) The Customer is responsible for providing and maintaining this remote access facility.
- iv) Niche will access the Customer's systems remotely only when requested by the Customer. Remote access is typically disabled (recommended) when not in use.
- v) Niche will apply appropriate security arrangements, as agreed with the Customer, in relation to remote access to the Customer's systems and data.
- vi) Remote access must provide access to all information required by Niche to diagnose problems, including but not limited to diagnostic logs produced by the Software.
- vii) Niche staff will download information from the Customer's system, typically logs and query results, as needed to perform diagnosis on Niche's servers. This is the same information that Niche would request from Customer staff in approach (a) above, and it is treated with the same security as in (a) above.

Niche can remotely access and analyze diagnostic logs and other information in a "sandbox" environment provided by the Customer. This approach is used if the Customer's security or other restrictions prevent transfer of the diagnostic logs to Niche's office. This is not a preferred approach as it is less efficient and therefore increases resolution times.

- i) The Customer shall provide Niche with a remotely accessible computer of sufficient capacity at the Customer's site (or equivalent Cloud facility) on which Niche can install and execute any tools required to analyze the diagnostic logs. Such tools shall be subject to examination and approval by the Customer prior to being installed, but the time required to examine and approve the tools shall not be counted as part of any time subject to service credits.
- ii) As in (a) above, the Customer must copy the required logs and other information to the "sandbox" environment for Niche to analyze.
- iii) The Customer acknowledges that remote analysis of the diagnostic logs is a less efficient process than analysis at Niche's office and that initial resolution targets in 5(c) are adjusted accordingly.
- iv) The Customer further acknowledges that remote access to diagnostic logs can be affected by failure or performance degradation of the Internet and that target times will not apply in this case.

Hybrid approaches are also possible, such as remote access in (b) used by Niche staff to transfer diagnostic information to a "sandbox" as in (c).

No matter what approach is chosen for access to diagnostic logs and other information, it must be agreed, arranged, configured, documented and tested ahead of time so that it is available when needed.

3. Fault Reporting

Niche shall provide service 24 hours per day on all days. 24/7 on all days (including public holidays Canada-wide).

High or medium priority issues shall be reported in a telephone call to the Niche service organization using the procedure described in the most recent version of the Niche document Production Server Setup and Operation, available on the Niche Technology Inc. SharePoint site. The contact information part of the document may be distributed via email from time to time if it has been changed.

Low or nuisance priority issues shall be reported by email to the address support@NicheRMS.com or to the Customer's Niche Project Manager.

Low or nuisance reports shall contain the same information as described in Production Server Setup and Operation for high and medium priority issues.

Low or nuisance priority issues will not receive an immediate response outside core Niche Technology Inc. business hours of 8:30 to 17:30 Monday to Friday central Canadian time (GMT-6 plus adjustment for daylight savings/summer time). The high/medium priority support voicemail is not to be used to log low or nuisance issues.

4. Call Processing

The Niche support organization is the focal point for logging and monitoring the progress of reported issues through to resolution. The ownership of a reported issue and the responsibility for keeping the Customer informed will remain with Niche throughout the lifecycle of the issue.

In the event of a fault being identified by Niche as being caused by an aspect of the Customer's infrastructure then Niche will as soon as reasonably possibly inform the Customer of this in order to gain agreement with the Customer that Niche's assistance will be on a "best endeavors" basis and the resolution and availability targets will not apply.

In the initial Telephone call Niche's representative will determine, with assistance from the Customer, whether the reported issue is a fault call or a technical support call requiring technical assistance.

Niche's support organization will provide the caller with the following information on termination of the initial Telephone call:

- i) During the call, or as soon as practical thereafter, a unique call reference number (to be used in any further communication about the fault, problem or enquiry).
- ii) Details of what will happen next.
- iii) Details of further information or action required from the Customer.

5. Initial Resolution Targets

The following targets apply to calls, regarding technical faults, such as system availability problems and bugs, not technical assistance calls:

Niche will monitor and proactively progress calls against the following targets. All calls that do not meet the following targets within the specified times will be automatically escalated up Niche's management structure.

Service Levels: (From the time the call is logged):

Priority	Initial Response	Initial resolution
Priority 1 – High	30 minutes	Maximum 6 hours unless otherwise agreed by the customer if diagnostic logs can be processed at the Niche office in Winnipeg.
Priority 2 – Medium	30 minutes	Maximum 24 hours unless otherwise agreed by the Customer if diagnostic logs can be processed at the Niche office in Winnipeg, 48 hours if diagnostic logs can be processed remotely at the customer site, best effort if there is no access to diagnostic logs.
Priority 3 – Low	Next business day	Best effort practical
Priority 4 – Nuisance	Next business day	Future Release

In the event of Service not being restored for a fault category within the specified timescale to the satisfaction of the Customer, Niche will be liable to a service credit.

The Customer acknowledges that there are some problems, particularly ones of an intermittent nature, that do not fit into the service level scheme detailed here. These calls may remain open for long periods (several weeks) of time. Niche agrees to diagnose and fix these problems on a best effort basis. Initial resolution targets and associated service credits do not apply to this type of problem. If after four weeks, such problems remain undiagnosed and unfixed, Customer and Niche will agree an appropriate response plan to achieve resolution.

Niche will agree with the Customer the means by which service is restored. Typically, this will be by a mutually agreed work-around, a correction to data or the issuing of a software Patch.

Niche will not develop an urgent Software Patch or other fix to meet an immediate requirement unless the Customer first agrees to implement the fix.

Under normal circumstances, resolution times other than those in the table above will be agreed. In particular, the time allocated for the provision of a Software Patch will be determined by the Customer's ability or willingness to install that Patch in a particular period of time.

All faults must be evaluated and resolved in terms of their business impact relative to other work (enhancements or other changes) requested by the Customer and assigned a priority relative to that other work. This acknowledges the fact that the provision of an enhancement or other change is often more important than the provision of a permanent fix for a fault that has a suitable workaround. This is particularly true of "Low" or "Nuisance" priority faults.

Unless otherwise agreed, Niche commits to working continuously to resolve High and Medium priority problems.

6. Software Changes

In the event of a fault being identified within the Software that must be fixed by a software change, the process of delivering a solution will be as follows:

In the event of the software change being required in order to achieve Resolution as part of Niche's support service, this will be provided in the form of a Patch as soon as possible in order to meet the defined service levels.

In all other circumstances, Niche and the Customer will jointly assess the priority for providing the Software change to the Customer based on aspects such as the nature and scope of the fault, the urgency for a solution, the time and resources required to provide the solution and the timing of the next scheduled Software Release. Niche and the Customer may agree that either an emergency Patch or an additional Release is required to fix the problem.

Fixes will be incorporated in a future (normally the next) Release or Upgrade.

7. System Availability

System availability is defined as the fraction of the time that the major business-critical functions of the system are available to users, averaged over a calendar month. As scheduled downtime required to install new versions of the Software, or Patches to the operating system, database server, or other third-party software is not nearly as disruptive to users as unplanned downtime, system availability as defined here explicitly excludes scheduled downtime.

The following calculation will be used: $A = (T_p - T_s - T_u) / (T_p - T_s) \times 100\%$

where

A is the availability of the system (expressed as a percentage).

T_p is the total amount of time in the measurement period.

T_s is the total scheduled downtime in the measurement period.

T_u is the total unscheduled downtime in the measurement period (*i.e.*, Priority 1 problem).

For example, if, in a 30-day month (720 hours), the system had 2 hours of scheduled downtime and 3 hours of unscheduled downtime, the availability would be calculated as:

$$A = (720 - 2 - 3) / (720 - 2) = 99.58\%$$

The contractual target for system availability is 99.5%.

8. Delays and Exacerbation of Problems

In all cases where faults are reported to Niche, Niche staff will be actively engaged and proactive in triaging the issue under consideration. However, resolution of problems can be delayed by actions or inaction of the Customer. Any delays in diagnosing and fixing a problem that rest with the Customer or that are beyond either Party's reasonable control and which could not be resolved despite having a business continuity plan and disaster recovery plan in place, are not to be counted in the calculation of the resolution time or period of system unavailability that Niche is responsible for. These delays include:

Any time before the Customer first notifies Niche of the problem where such delays are not the fault of Niche, such as Customer did not notify Niche as soon as it became aware of the fault.

Any time after notification during which Niche is unable to contact the appropriate Customer personnel who logged the problem or are handling the problem where such delays are not the fault of Niche.

Any time spent waiting for the enabling or repair of remote access or remote diagnostic log analysis facilities at the Customer site, where such delays are not the fault of Niche.

Any time spent waiting for any requested logs or other debugging information or test results to be provided by Customer independently, where performance of such tests and/or delivery of logs or results are unreasonably delayed by Customer personnel.

Any unreasonable delays whilst waiting for Customer personnel to install a successful fix or workaround supplied by Niche. "Successful" in this case means that both Niche and the Customer agree that the fix provides an acceptable temporary workaround or a permanent fix.

Failure of the Customer to properly perform emergency operating procedures or problem diagnosis procedures as specified by Niche in Documentation, where the Customer has agreed to properly perform such procedures following the occurrence of a particular fault or problem. The Customer's agreement to perform such procedures shall not be unreasonably withheld.

Failure of the Customer to provide a complete and accurate description of the problem including any error messages generated by the system, circumstances or user actions generating the problem, error and audit logs, or other information required and requested by Niche to fully understand and reproduce the problem.

It is expected that the restoration of service is of the highest priority for both the Customer and Niche, and that both Parties will work continuously to resolve the problem. Therefore, any delays created by Customer personnel due to lack of access to the required facilities, either in person or remotely, difficulties in contacting Customer personnel during problem diagnosis or resolution, failures by Customer personnel to adequately resource the problem resolution process, or delays incurred by Customer's personnel who lack appropriate knowledge or training in the application, database, operating system or network operation, shall not be counted in the calculation of resolution time or system unavailability that Niche is responsible for.

Any time spent by Customer personnel to perform a test, transfer a file, install a Patch, or perform any other procedure during problem diagnosis and resolution that exceeds the time required to execute the required commands and transfer the appropriate data shall be considered an "unreasonable" delay and shall not be counted in the calculation of resolution time or system unavailability that Niche is responsible for.

Any delays imposed by Customer procedures, including security procedures, that require the processing or vetting of logs or other data prior to transfer to or from Niche, shall not be counted in the calculation of resolution time or system unavailability that Niche is responsible for.

System unavailability that is exacerbated by the Customer's system operating procedures (that, if applicable, have been reviewed by Niche during FAT and SAT), including but not limited to failure to configure services to automatically restart, failure to monitor system status, availability and performance, failure to properly apply password changes to services, and failure to promptly notify Niche when assistance is required to restore system operation, and other similar actions shall not be counted in the calculation of system unavailability that Niche is responsible for.

System unavailability that is due to failures or incorrect configuration of network, hardware, operating system or third-party software shall not be counted in the calculation of system unavailability that Niche is responsible for.

System unavailability that is due to changes in system configuration or usage patterns made by the Customer without proper understanding and testing of the implications of such changes shall not be counted in the calculation of system unavailability that Niche is responsible for.

The Customer is responsible for tracking and documenting system availability statistics for the purpose of claiming service credits, and shall provide Niche with an update of the tracked system availability statistics whenever a failure occurs.

Unless otherwise agreed, the Customer must report every instance of High and Medium priority faults, including transient ones, to Niche immediately. Low priority and intermittent anomalous behavior must be reported using the normal Low priority reporting procedure. The reason for this requirement is that these faults may indicate the existence of a more serious underlying problem that may manifest itself as a system failure (High priority problem) at some point in the future.

9. Software Maintenance

There will be two types of software change provided by Niche:

- i) A Patch: a Software update issued to resolve a fault or other small change. This will be provided to the Customer within the specified service response time.
- ii) A Release: a scheduled Software maintenance Release.

All Patches and Releases will be implemented only with the prior agreement of the Customer. The Customer reserves the right to decide when to implement a Patch or a Release.

The method of delivering a Patch or Release will be agreed between Niche and the Customer.

A Release will be one or more of the following:

- i) A grouping of Patches implemented as a Release for efficiency purposes.
- ii) An improved or updated version of the Software. A Release will include all issued Patches since the previous Release.

Prior to implementation, Niche is to provide the Customer with release notes identifying changes to the Software that may require Customer testing, and a description of any adverse effects of, and advice on the implementation of, each Patch/Release.

Niche will perform comprehensive Factory Testing on all Releases prior to issuing them to the Customer.

Niche will provide the Customer with sufficient assistance, support and advice to enable the Customer to implement Patches and Releases in an efficient and cost-effective manner and with minimum disruption.

In the event of the Customer deciding to delay the implementation of a Patch or Release that has been issued by Niche, then Niche will not be responsible for any faults or loss of Software availability that would have been prevented by the implementation of the Patch or Release.

When the Customer implements a new Release, then such a Release shall thereby become the current Release.

Niche will use a secure development methodology as described in 9.3 Software Protection and will virus check all software Patches or Releases using an up-to-date, comprehensive virus checking facility, prior to dispatch of the software to the Customer or remote installation of the software.

10. Application Software Releases

Niche will notify the Customer of any improved or updated versions of the Software, which Niche will from time to time make. Together with this notification, Niche will provide the Customer with release notes detailing the changes in the new version and an explanation of the nature, adverse effects, any cost implications and an implementation plan of such a Release. Such explanation will be sufficient to enable the Customer to judge whether the new Release will be appropriate to the Customer's requirements.

Niche will continue to provide bug fix support for at least the current and one agreed previous Release of the Software.

11. Evaluation of a Release

Should the Customer wish to evaluate a new Release, then the Customer will notify Niche in writing accordingly. Upon receipt of such notification, Niche will deliver to the Customer as soon as reasonably practicable the new Release in machine-readable form, together with:

Any amendments to the Software documentation and operational procedure documentation that shall be necessary to describe and enable proper installation and use of the improved facilities and functions of the new Release.

Any training implications together with updates to any supplied training material.

12 Software Enhancements

Niche is committed to maintain the currency of NicheRMS in regard to platform standards. Our product is under constant review and development with Upgrades being released on a regular basis. Niche reviews all Requests for Enhancements from its user base and will consider these as part of the product development process.

Niche will, if a requested change is practicable, advise the Customer on the:

- a) Nature of the improvements including any adverse effects that the enhancements may be expected to have, including any expected degradation in performance. This should contain sufficient information to enable the Customer to judge whether the enhancement will meet the Customer's requirements.
- b) An explanation of any likely adverse effects to the Software changes.
- c) Training implications and any cost implications.
- d) Implications of a proposed enhancement on this Agreement including maintenance charge.
- e) The number of days following placing of an order before a proposed enhancement could be delivered.

Should the Customer wish to go ahead with the change/enhancement, the Customer will inform Niche in writing. On receipt of such notification, Niche will prepare the Software changes required to fulfil the change as soon as is reasonably practical.

Niche will perform comprehensive Factory Acceptance Testing on the change/enhancement prior to issuing the changes as a Release to the Customer.

Upon request from the Customer or as agreed by the national Niche User Group, Niche shall from time to time make modifications to the Software in order to ensure that the Software conforms to any change of legislation or new legal requirements that affect the application of any function or facility within the Software. Niche shall implement the modifications to the Software either as a Patch or as a new Release on schedule agreed by the Parties, ensuring that the changes are completed in a timeframe that allows the Customer to meet its legal requirements.

Niche shall provide such other configuration and enhancements to the Software as may be agreed with the Customer.

Niche may, at its own discretion, limit the scope or nature of any configurations or enhancements to the Software, requested by the Customer, if Niche, acting reasonably, deems that such configurations or enhancements fall outside the scope of the Out-of-the-Box (OOTB) NicheRMS product. Where Niche uses this discretion, the Customer and Niche will strive to find a mutually agreed way forward that is satisfactory for both Parties.

Niche reserves the right to postpone the implementation of any configuration or enhancement if:

- i) Niche determines that more analysis is required to adequately describe the requested configuration or enhancement, in which case Niche and the Customer will jointly perform the required analysis, until, in the opinion of Niche's Project Manager in consultation with the Customer's Project Manager, it adequately describes the requested configuration or enhancement; or
- ii) Niche determines that the requested configuration or enhancement is better implemented as part of a future version of the product, except where the configuration or enhancement has been requested in response to a change in legislation. The Customer's use of the product shall not be inhibited in such circumstances where there is a delay in implementing a configuration or enhancement.

13. Failure To Meet Response/Resolution Targets

The following amounts will be credited:

In the event of service not being restored within the target time specified, and no extension to the contracted target time has been proposed by Niche and agreed by the Customer, for every additional 8 hours, or portion thereof, beyond the times in the table in section 5 of this SLA, during which service has not been restored for faults associated with the Software:

Category	Service Credit *% of monthly maintenance charge
High	2%
Medium	1%
Low	Nil
Nuisance	Nil

The percentage amount will be calculated as the percentage of the agreed charges for support defined at Appendix E. If a Software fault is part of, or included in, a related group of faults, the credit will apply to the group as though it were a single fault. In such cases, target times for the group will be based on the earliest reported fault within the group.

Credits will be applied to the next invoice being raised to the Customer.

14. Failure To Meet Availability Target

The following amounts will be credited:

% Monthly System Availability	Service Credit % of monthly support charge*
Less than 99.40%	5% Credit
Less than 99.15%	10% Credit
Less than 98.65%	20% Credit
Less than 98.15%	40% Credit

The percentage amount will be calculated as the percentage of the agreed charges for support defined at Appendix E.

Average system availability of less than 95% in any calendar month, where failure to take appropriate action by Customer's personnel has not contributed to such loss of availability, and, in particular, the Customer has taken all such appropriate and relevant action in terms of this Agreement to provide Niche with such information as would have prevented or reduced the loss of availability, then such loss of availability shall constitute a material breach giving rise to Customer's right to terminate this Agreement and/or to claim damages for breach of contract, which damages may include all Customer's costs of instituting work-arounds for such a level of system non-availability.

Total service credits incurred in any one month shall not exceed 50% of the total monthly support charge for the said month.

15. Conditions Imposed on Delivered Services

Niche will perform all Services requested in accordance with its own quality standards.

Niche will ensure the performance of all sub-contracted Services if relevant in accordance with this same quality standard.

Niche will ensure at all times during the performance of the above Services, that professional resources applied in the delivery of this Agreement are covered by insurance as is required.

Niche will only discharge resources to the Customer's premises that have been vetted in accordance with the procedures adopted by the Customer.

Niche's staff will wear the identification badges provided to them by the Customer at all times whilst on the Customer's designated site.

Niche shall assume responsibility for making good any damage caused to Customer property by members of the team under its control.

In addition to the remedies available to the Customer under this Agreement, the Customer will insist upon its right to demand the replacement of any of Niche's resources, or that of any relevant pre-approved sub-contractor, in the circumstances that this resource is either guilty of criminal negligence whilst on site or is convicted of any criminal offence subsequent to vetting having been approved by the Customer.

Niche will ensure that none of its staff, or that of any sub-contractor, will arrive at any Customer Site without prior notification.

The Customer will ensure that none of its staff will arrive at Niche's premises without prior notification.

Niche will agree to work in co-operation with any other supplier to the Customer where such co-operation is required for the successful delivery of a fully operational Niche Police Records Management System.

16. Customer's Responsibilities

The Customer shall discharge in a timely manner all the obligations that are the responsibility of the Customer in terms of this Agreement.

The Customer shall comply with all reasonable requests made by Niche for information which is necessary for Niche to fulfil its obligations under this Agreement.

The Customer shall provide Niche's staff, when on site, with normal office facilities, including:

- i) A desk and chair.
- ii) A power outlet/supply.
- iii) Appropriate meeting facilities when required.

Appendix C

SUPPLIER ACCEPTANCE PROCEDURE

1 ACCEPTANCE OF THE SOFTWARE

- 1.1 The SERVICE PROVIDER and Customer shall carry out Factory Acceptance and Site Acceptance Tests in compliance with this Schedule to confirm that each part of the Software is in accordance with the Specification and delivers the required functionality agreed between the Parties. The SERVICE PROVIDER shall be responsible for undertaking Factory Acceptance Tests and the Customer shall be responsible for the completion of the Site Acceptance Tests.
- 1.2 Factory Acceptance Testing (FAT)
 - 1.2.1 The SERVICE PROVIDER shall undertake Factory Acceptance Testing (FAT) of the Software prior to the release of the Software to the Customer. It will include testing of the following:
 - 1.2.1.1 Core Software functionality testing to ensure the Software is free from functional errors and is fit for purpose;
 - 1.2.1.2 Configuration and accessibility of legacy data loaded as part of any back record conversion process;
 - 1.2.1.3 Import and correct configuration of gazetteer information supplied by the Customer;
 - 1.2.1.4 Configuration of constrained vocabularies and other "reference data";
 - 1.2.1.5 On-line help facilities;
 - 1.2.1.6 Security and data control access configuration;
 - 1.2.1.7 Audit logging and log enquires;
 - 1.2.1.8 Software and database housekeeping procedures including start-up/shut-down;
 - 1.2.1.9 Software and gazetteer administration facilities; and,
 - 1.2.1.10 Remote access infrastructure as agreed between the SERVICE PROVIDER and Customer.
- 1.3 Site Acceptance Testing (SAT)
 - 1.3.1 The SERVICE PROVIDER shall deliver a base release of the Software to the Customer for Site Acceptance Testing.
 - 1.3.2 The SERVICE PROVIDER shall be responsible for providing support to the Customer's site acceptance testing process. This shall include:
 - 1.3.2.1 Providing advice and guidance to Customer's staff carrying out technical and functionality testing (including interoperability of the Software with the Customer's existing IT infrastructure, applications and software);
 - 1.3.2.2 Advising on any questions or issues arising from the SAT process;
 - 1.3.2.3 Remotely accessing the Software for the purpose of carrying out monitoring of Customer testing;
 - 1.3.2.4 Providing diagnostic information if relevant; and,
 - 1.3.2.5 Providing overall quality assurance of the Customer's SAT process to ensure that the Software is fit for live operation.
 - 1.3.3 The SERVICE PROVIDER will be responsible for supporting, as appropriate, the following Customer SAT testing to confirm that:

- 1.3.3.1 All Hardware is correctly installed, configured and working;
 - 1.3.3.2 All Software is correctly installed, configured and working;
 - 1.3.3.3 All supplied network connections and components are correctly installed, configured and working;
 - 1.3.3.4 Remote access is correctly installed, configured, secure and working;
 - 1.3.3.5 Software fail-over and recovery is correctly configured and working;
 - 1.3.3.6 LEDS/NCIC Access facilities implemented by the Customer to integrate with the Software are configured and operate correctly;
 - 1.3.3.7 All Software and database housekeeping, monitoring, maintenance procedures, as defined in this Agreement, are working correctly, and the appropriate and correct documentation supplied to the Customer;
 - 1.3.3.8 The Customer's technical and support staff have been adequately trained and / or briefed to enable them to carry-out their responsibilities as defined in the Agreement;
- 1.4 The SERVICE PROVIDER and the Customer shall collaborate jointly on the following Site Acceptance Testing of the Software performance to confirm:
 - 1.4.1 All interfaces to the Customer's infrastructure and applications are working;
 - 1.4.2 The ability to view data loaded as part of any back record conversion Process;
 - 1.4.3 The correct operation of the Software and required reference data and release upgrade process; and,
 - 1.4.4 All reference data is correctly loaded;
- 1.5 The SERVICE PROVIDER shall advise on the minimum speed of the wide area network (WAN) necessary to run the Software. The Customer will be responsible for testing the performance of the Customer's network.
- 1.6 Test Plan
 - 1.6.1 The Customer will provide a high level test plan for Site Acceptance Testing. This test plan will include testing that covers not only the Software, but also any relevant interfaces and third party Software.
 - 1.6.2 The scope of testing will be agreed by both parties
 - 1.6.3 The test plan will be drafted by the Customer.
- 1.7 Test Scripts
 - 1.7.1 The Customer shall prepare a series of test scripts that will enable key aspects of Software functionality to be tested
 - 1.7.2 The Customer may collaborate with other Niche RMS user forces in the development of generic test scripts.
 - 1.7.3 The SERVICE PROVIDER shall provide guidance on the Customer's test scripts to ensure the Software is adequately tested prior to go-live.
- 1.8 Test Reporting
 - 1.8.1 The SERVICE PROVIDER and the Customer shall agree a standardized format for fault reporting to the SERVICE PROVIDER
 - 1.8.2 The Customer and SERVICE PROVIDER shall review fault report logs by either telephone-conference call or by review on site by SERVICE PROVIDER employee(s).
- 1.9 Test Personnel
 - 1.9.1 The Customer shall:

- 1.9.1.1 Provide personnel for Site Acceptance Testing;
- 1.9.1.2 Ensure the testing personnel have an understanding of the Software functionality;
- 1.9.1.3 Ensure the testing personnel have received training on the Software prior to testing, and
- 1.9.1.4 Ensure the testing personnel are familiar with the functional requirements of the Software

1.10 Final Acceptance

- 1.10.1. Within a reasonable time agreed between the parties of the Software being delivered to the Customer, the Customer shall test the Software. The Software will be accepted only at such time as the Customer shall determine that the Software is fully functional and to the satisfaction of the Customer (acting reasonably) and the Software is signed-off by the Customer Project Manager.
- 1.10.2. In the event that during the Acceptance testing the Customer determines there are errors and/or deficiencies in the Software delivered, the Customer shall notify the SERVICE PROVIDER in writing of such errors or deficiencies and the Customer shall provide sufficient documentation to enable the SERVICE PROVIDER to recreate the errors and/or deficiencies or otherwise provide documented information demonstrating that an error occurred together with information describing applicable circumstances. The SERVICE PROVIDER will correct such errors and deficiencies within a reasonable period of time agreed between the parties, all without cost to the Customer.
- 1.10.3. The Customer, within a reasonable time agreed between the parties following the delivery of each error and/or deficiency correction, shall verify that the errors and/or deficiencies have been corrected to the satisfaction of the Customer and that the Software is satisfactory to the Customer. If the Customer determines that any error and/or deficiency has not been corrected, or that the correction has resulted in further errors and/or deficiencies, the SERVICE PROVIDER shall correct such errors and/or deficiencies within a reasonable period of time agreed between the parties and the Customer shall have a further period of time in which to verify that the error and/or deficiency has been corrected.
- 1.10.4. The foregoing process shall be repeated at the Customer's option until all reported errors and deficiencies have been corrected to the Customer's satisfaction, all without cost to the Customer.
- 1.10.5. Software that has not been 'Accepted' may be used for testing purposes only; it may not be used in a live environment.
- 1.10.6. When the software has passed the Acceptance Tests the SERVICE PROVIDER shall be entitled to apply to the Customer for the issue of the Acceptance Certificate and the Customer shall issue such Certificate within 7 days of an application, which the SERVICE PROVIDER was entitled to make.
- 1.10.7. If the Software shall fail, persistently and repeatedly, to pass the Acceptance Tests and any repeat Acceptance Tests as provided for in this Schedule the Customer shall be entitled by written notice to the SERVICE PROVIDER to reject the software as not being in conformity with the Agreement and terminate the Agreement.

Appendix D**SUPPLIER LICENCE AGREEMENT**

Dated the XX day of XXXXXX, 20XX

BETWEEN

Niche Technology USA Limited, a company with its registered offices at Corporate Trust Center, 1209 N Orange Street, Wilmington, DE, 19801
(herein referred to as "Niche US")

AND

AGENCY, with an address for service at Miami Dade Police Department, 9105 NW 25th Street, Room 1070
Miami, Florida 33172.

(herein referred to as "Customer")

WHEREAS:

A. Niche Technology Inc., a duly incorporated company with its principal offices at 54 Balmoral Street, Winnipeg, Manitoba, Canada, R3C 1X4 (hereinafter referred to as Niche Inc.), has developed and owns the Niche Police Records Management System and related software programs (the "Licensed Software") and has licensed Niche US to distribute the Licensed Software by way of sub-license; and

B. In partial consideration of Department agreeing to enter into an agreement for the purchase and implementation of the Licensed Software (the "Agreement"), Niche US has agreed, by way of sub-license to enter into this license agreement ("License Agreement"); and

C. Department requires, and Niche US wishes to provide, the license to operate the Licensed Software as set out in the Agreement and this License Agreement.

THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Department and Niche US agree to the following terms and conditions.

1. Grant of License

Niche US hereby grants to Customer, subject to the terms and conditions set forth in this License Agreement, a non-transferable, non-exclusive license (the "License") to use in perpetuity those parts of the Licensed Software that have been purchased, in any machine-readable form, for Customer's own data processing purposes.

2. Assignment

This License may not be assigned by Customer without the consent of Niche US, and any such consent shall be at the full discretion of Niche US except that the license may be assigned to any statutory successor body to the Customer. No such permitted assignment shall be valid unless the assignee executes a covenant

agreeing to be bound by all the terms and conditions imposed on Customer under this License Agreement. No such assignment shall relieve Customer or the assignor from its obligations under this License Agreement unless Niche US expressly agrees in writing to the contrary.

3. Authorized Access

The License allows use of the Licensed Software only to perform the business of the Customer within the jurisdiction of Customer. Agencies external to the Customer may use the client portions of the Licensed Software in order to access the Customer's records. The Licensed Software may not be used to maintain the records of an agency other than the Customer or to run a service bureau, except as provided below.

4. Size of Jurisdiction

Any increase of 50 or more in the number of sworn officers in the Customer, when compared with the number of sworn officers for whom licenses have been procured, shall require to Customer to procure a license for each additional officer for the fee for additional licenses specified in the Agreement. If the Customer wishes to provide access to the Licensed Software to other agencies to allow those agencies to maintain their own records, additional licenses must be procured as specified in this section for each sworn officer in the other agencies, and the license granted to the Customer to install and use the client portions of the Licensed Software is extended to those agencies.

5. Rights under this License Agreement

This license grants Customer the following rights:

- (a) to install an unlimited number of instances of the Licensed Software (production, training, test, etc.) on Customer's servers; and
- (b) to install the Licensed Software on any number of Customer's client workstations; and
- (c) to access the Licensed Software through "thin client" technologies from any number of client workstations and mobile devices; and
- (d) to access the Licensed Software through any number of external system interfaces.

6. Ownership and Intellectual Property Rights

- (a) The Licensed Software and any copyright or other intellectual property rights of any nature whatsoever in the Licensed Software are and shall remain the confidential, proprietary property and information of Niche US or those from whom Niche US has acquired a proprietary right in the Licensed Software. The intellectual property rights to any modifications to the Licensed Software whether made by Niche US or anyone else, shall become and remain the exclusive property of Niche US.
- (b) On all materials related to or part of the Licensed Software, excepting operational outputs such as printed reports and pictures, irrespective of the form of such materials such as screen formats, Customer shall, to the extent not previously marked by Niche US, place a legend stating that the materials are proprietary and confidential and are not to be disclosed to third persons without the prior written consent of Niche US.
- (c) Customer shall use the Licensed Software, and shall permit its use by any third person only in accordance with this License Agreement.
- (d) Except as otherwise provided, or as required by law, Customer shall not disclose any portion of the Licensed Software in any form to any third person without the prior written consent of Niche US.
- (e) Customer shall not copy any portion of the Licensed Software without the prior written consent of Niche US except:

- (i) Customer may make a reasonable number of copies of the Licensed Software for backup purposes as part of normal server and client maintenance and backup procedures; and
 - (ii) Customer may make a reasonable number of copies of the Licensed Software for the purpose of distribution and installation of the Licensed Software for use by Customer in accordance with this License Agreement.
- (f) Customer shall take appropriate action by way of instruction, order or otherwise with its employees to satisfy its obligations under this License Agreement with respect to use, copying, modification and non-disclosure of the Licensed Software.
- (g) Customer's duties under this section shall survive any termination of any other provisions of this License Agreement.
- (h) Niche US shall ensure that no copyright restrictions or other encumbrances or restrictions exist that may impede the full and free exercise by Customer of its rights under this License Agreement, and Niche US shall provide or obtain any required permissions, licenses or waivers which may be necessary to ensure that Customer is fully able to exercise its rights, without any additional cost, expense or fees to Customer over and above the fees payable to Niche US.
- (i) Notwithstanding any other provision in this License Agreement:
 - (i) each party acknowledges and agrees that any software, hardware or software or hardware technology, any methodology, procedures, practices, processes and any other know-how of whatsoever nature and kind which belonged to a party (the "Owning Party") prior to date of execution of this License Agreement ("Pre-Existing Items") will continue to belong to the Owning Party notwithstanding that such Pre-Existing Items may be incorporated into any part of the Licensed Software;
 - (ii) each party may use freely and without restriction any ideas, concepts, know-how or techniques generally relating to or developed by either party in the performance of this Licensed Agreement and to authorize others to do so, without cost or charge.

7. Escrow

Niche US will place the source code of the Licensed Software in escrow with an escrow agent under the terms of a separate agreement between the Customer, the escrow agent and Niche US (the "Escrow Agreement"). Customer may access and use the source code held in escrow only in accordance with the terms of the Escrow Agreement, and the use of the source code shall not alter the obligations and rights that the Customer has under this License Agreement.

8. Termination

Any violation of the terms of this License Agreement by Department shall entitle Niche US to terminate this License on thirty (30) days written notice. If the License is terminated, Department must immediately cease all use of the Licensed Software.

9. Indemnification

Department shall, and does hereby to the full extent permitted by law, indemnify Niche US and hold Niche US harmless against all damages, claims and demands which may be sustained or suffered or recovered or made against Niche US by any third party arising from or in any way connected with the Department's improper use of the Licensed Software. Department's duties under this paragraph shall survive any termination of any other provision of this License Agreement.

This License Agreement has been executed by Customer and by Niche US on the dates noted below.

AGENCY

Per: _____

Name: _____

Title: _____

Date: _____

NICHE TECHNOLOGY US

Per:  _____

Name: Chris Schneider _____

Title: President _____

Date: 4th April 2024 _____

APPENDIX E

FORM 1 - PRICE PROPOSAL SCHEDULE

INSTRUCTIONS

The Proposer's price shall be submitted on this Form 1 "Price Proposal Schedule". Proposer is requested to fill in the applicable blanks on this form. All pricing must include **all cost elements** being proposed to meet the specifications outlined in Section 2.0 of this Solicitation. Any Proposer that is invited to participate in the negotiation process as outlined in Section 4.8 of the RFP **shall not** be permitted to increase the amount proposed during the negotiation process, except in accordance with any assumptions outlined in this Form 1. The County does not anticipate making upfront payments for the purchase of the RMS, rather, the County intends to complete payment for the turnkey RMS via a payment schedule that will be negotiated with the Proposer. For all sections below which request lump sum costs, such costs shall be subject to the assumptions outlined by the Proposer in Table 3B. The Proposer shall provide a breakdown of the costs, as provided for in the following sections. Items that are not applicable shall be identified as "N/A"; items that are at no charge to the County shall be identified as "N/C".

1. BASE RMS COST

Pricing must be stated as a lump sum cost for the base portions of the turnkey RMS as outlined in Tables 1A, 1B, and 1C below.

Software Product Name	License Type	Description	Based on 3197 Sworn Officers
Niche RMS	Site License	Note 1: Niche Technology uses a license model based on the number of sworn officers in the agency or agencies. Our license model authorizes all staff members in an organization-including sworn officers and non-sworn staff-to use full RMS functionality. There are no limits imposed on concurrency or the number of workstations or environments that may be deployed. Note that some third-party interfaces may impose other licensing conditions.	\$3,996,250
Datamaxx NCIC/FCIC	Site License	Connection to NCIC/CIC within the RMS	\$246,250
Total Lump for Licensed Software			\$4,242,500
Description		Niche Price	
Niche Implementation services are included.		Included	
Note 9: Recommended services for MDPD Project:			
9 weeks onsite + 1-day command staff		\$117,000	
Dedicated onsite Niche PM		Included	
Datamaxx Implementation Services			
Datamaxx Needs assessment/discovery		\$30,792	
Datamaxx Installation & Configuration		\$27,993	
Datamaxx Testing & Acceptance		\$13,997	
Datamaxx Go live		\$5,599	
Datamaxx Project Management		\$16,796	
Conversions and data migrations		\$0	
Total for Implementation Services		\$212,177	

TRAINING

Description	Niche Price
Each time this training is repeated, this fee is charged. So, for a phased rollout, this may entail several repeats of this training.	\$72,000
Datamaxx Training - Omnixx Enterprise Platform Admin Training – Up to 5 Admins	\$5,000
Datamaxx training - Omnixx Force – End-user Train-the Trainer – Up to 5 Instructors	\$2500
Total for Training Services	\$79,500

2. INTERFACE COSTS

Pricing must be stated as a lump sum cost for the Interface Development component of the turnkey RMS.

TABLE 2A – PRICE BREAKDOWN FOR INTERFACES	
Interface	Price
Administrative Investigation Management (AIM)	\$0
Automated Arrest Form Solution – See note 4	\$0
CrimeView – See note 4	\$0
Florida Safe Families Network (FSFN) / Inside FSFN – See note 4	\$0
Documentum Content Management System v.7.x – See note 4	\$0
eGuardian	\$5,000
eNotify v.5.3.8.1 – See note 4	\$0
Evidence.com	\$5,000
FCIC/NCIC/NLETS – See note 5 in Table 3b. Note 5: Included in the Datamaxx software pricing	Included
FIBRS	Included
InSite - See note 4	\$0
FLHSMV Crash Portal	\$5,000
Florida Wildlife Conservation Commission RMS - See note 4	\$0
Geographic Information System (GIS)	\$5,000
GovQA - See note 4	\$0

Hydra eService Interface - See note 4	\$0
IBM Integrated Law Enforcement (ILE) system - See note 4	\$0
MorphoBIS Biometric Identification System - See note 5 in Table 3b. Note 5: Included in the Datamaxx software pricing	Included
Offender 360 - See note 4	\$0
Juvenile/Adult Photo Imaging System v.5.104 - See note 4	\$0
Kofax Capture – See note 4	\$0
LeadsOnline - See note 4	\$0
LexisNexis® Desk Officer Reporting System (formally CopLogic)	\$5,000
Odyssey - See note 4	\$0
Premier CAD 7.0 Computer Aided Dispatch (CAD) System and supporting Premier Mobile Data Computing (PMDC) application.	Included
RAPID-ID - See note 4	\$0
StarLIMS - See note 4	\$0
Crime Data Warehouse (CDW) - See note 4	\$0
Code Enforcement - See note 4	\$0
Daily Activity Report (DAR) - See note 4	\$0
MDPD HR/Personnel system	\$5,000
Miami-Dade County Criminal Justice Information System (CJIS) - See note 4	\$0
LawQuery - See note 4	\$0
Payroll	\$5,000
SPIRIT - See note 4	\$0
Total for Interface Development	\$35,000

3. ADDITIONAL COSTS / ASSUMPTIONS

Pricing must be stated as a lump sum cost for the Interface Development component of the turnkey RMS

TABLE 3A – PRICE BREAKDOWN FOR CUSTOMIZATIONS	
Description	Price
N/A	\$0
Total for Customizations	\$0

TABLE 3B – ASSUMPTIONS / OTHER COSTS
The County desires to understand the entire cost to the County of the turnkey RMS. For that purpose, the Proposer shall state below, in narrative form and in detail, ANY AND ALL pricing assumptions, limitations, and explanations that the Proposer has made in providing the above pricing to the County. In addition, Proposers shall state below any additional anticipated costs that the Proposer reasonably foresees to be incurred by the County. The narrative shall not be an open-ended invitation for price negotiation, but an explanation of the entire cost being offered to the County. Where hourly rates are offered for hours exceeding assumptions, the Proposers shall propose hourly blended rates combining the use of any and all Proposer personnel necessary to do the Work. The County reserves the right, in its sole discretion, to reject any Proposal which uses these assumptions in a manner which does not permit the County to understand the Proposal being offered or to reasonably compare the price being offered to other prices. In making that discretionary call, the County will be entitled to make its own assumptions with respect to the terms and conditions under which the turnkey RMS will be delivered. Note 1: Niche Technology uses a license model based on the number of sworn officers in the agency or agencies. Our license model authorizes all staff members in an organization—including sworn officers and non-sworn staff—to use full RMS functionality. There are no limits imposed on concurrency or the number of workstations or environments that may be deployed. Note that some third-party interfaces may impose other licensing conditions. See our response to question 67 of RFP_-_01531_Proposer_Information_Section. If the number of sworn officers increases additional licenses will be required as well as an increase in annual maintenance charges. Niche is NOT providing hardware, operating system, database server, desktop productivity, Acrobat, diagramming software, etc. Note 2: Price includes 3 additional environments such as test, train and development which may or may not be needed. Further discussion needed. Note 3: We propose that MDPD/ITD lead on data conversions and migrations. Many existing customer's ITD departments have successfully conducted data conversions into NicheRMS (similar to Note 4 below with interface development). MDPD/ITD will have access to Niche's comprehensive priority technical support for this work, including design and development assistance at no additional cost - as well as tools to help navigate and discern the NicheRMS data model. We've provided comprehensive information about NicheRMS data conversions in our response to question 23 in RFP__01531_Proposer_Information_Section and in our Statement of Work. Note 4: We propose that MDPD/ITD lead on developing this interface using our proven NicheRMS API toolkit. Why this approach is the best of all worlds for MDPD: • It's free. Only MDPD staffing costs are involved. • Niche customers like MDPD are successfully developing integrations between NicheRMS and external systems. For example, the Queensland Police Service developed more than 65 interfaces, and a single developer at our Johnson County Kansas installation completed approximately 30 interfaces in the past 24 months. • MDPD ITD will have access to Niche's technical support for this work, including design and development assistance at no additional cost. If an MDPD developer gets stuck, our team can help. • If MDPD ITD decides they'd like a different approach to this interface, we can offer alternatives. Note 5: Included in the Datamaxx software pricing. Note 6: Annual maintenance and support increase for years 6-15 is an estimate. Annual increases are tied to the consumer price index. We have assumed an annual 3% increase for the purposes of this proposal, CPI to be applied at the actual rate.

Note 7: If MDPD has an existing escrow account we can deposit into that account at no additional charge or we can establish an account specifically for MDPD at the estimated annual price listed in table 4B and 5B

Note 8: Niche's rate for extra technical services such as interface development and data migrations is \$1,800/day

Note 9: Recommended services for MDPD Project:

Onsite: One week of onsite discovery- process mapping and analysis, requirements discovery

One week of business fit training- take into account process mapping

One week of administrative training and setup

Two weeks config refinement

One day of command staff kick off- emphasis on making it an investment, not completely dissolving the group after the go-live, etc. This should be a contract role. Led/conducted by current or recently retired command staff member from US.

Two quarterly filler visits

Train the trainer assistance

Go-Live Onsite

Remote Dedicated: Two weeks continuance of process mapping and analysis and discovery

Two weeks of admin work session- ACLs, Roles, Configs, Mods

Two weeks XSLT and Data Window Definition Assistance

4. MAINTENANCE AND SUPPORT SERVICES AND ESCROW

Description/Milestone	Niche Price
Maintenance and Support Fees – Warranty Period - Contract Year 3	
Maintenance and Support Fees (Niche and Datamaxx) – Contract Year 4	\$845,830
Maintenance and Support Fees (Niche and Datamaxx) – Contract Year 5	\$871,205
Total for Maintenance and Support Fees	\$1,717,036

***Note:** For purposes of this Form 1, the County has assumed an implementation timeline of 2 years, resulting in Maintenance and Support fees beginning in Contract Year 4 following the initial year Warranty Period.

TABLE 4B - PRICE BREAKDOWN FOR SOFTWARE ESCROW FEES*	
Description/Milestone (Note: Escrow Agreement to begin upon Final Acceptance)	Niche Proposed Price
Software Escrow Agreement Fees - Year 3	\$1,515
Software Escrow Agreement Fees - Year 4	\$1,515
Software Escrow Agreement Fees - Year 5	\$1,515
Total for Software Escrow Fees Year. 3-4	\$4,545

5. MAINTENANCE AND SUPPORT SERVICES AND ESCROW

The County, at its sole discretion, reserves the right to exercise the option to renew this Agreement, the exercise of the OTRs contains a true-up provision. The provision requires the County to make additional payments to the Contractor based on the calculation of the number of sworn officers, in the event of the number of sworn officers falls below the stated amount of 3197 sworn officers, the Contractor will make the adjustment to the cost for maintenance and support, and escrow accordingly.

DESCRIPTION	Niche Price
Maintenance and Support Service Fees (Niche and Datamaxx) <i>Contract Year 6 – See note 6 in Table 3b</i>	\$897,341
Maintenance and Support Service Fees (Niche and Datamaxx) <i>Contract Year 7 - See note 6 in Table 3b</i>	\$924,262
Maintenance and Support Service Fees (Niche and Datamaxx) <i>Contract Year 8 - See note 6 in Table 3b</i>	\$951,990
Maintenance and Support Service Fees (Niche and Datamaxx) <i>Contract Year 9 - See note 6 in Table 3b</i>	\$980,549
Maintenance and Support Service Fees (Niche and Datamaxx) <i>Contract Year 10 - See note 6 in Table 3b</i>	\$1,009,966
Total – OTR 1 MAINTENANCE AND TECHNICAL SER.	\$4,764,107
Maintenance and Support Service Fees (Niche and Datamaxx) <i>Contract Year 11- See note 6 in Table 3b</i>	\$1,040,265
<i>Contract Year 12</i> (Niche and Datamaxx) <i>- See note 6 in Table 3b</i>	\$1,071,473
Maintenance and Support Service Fees (Niche and Datamaxx) <i>Contract Year 13 - See note 6 in Table 3b</i>	\$1,103,617
Maintenance and Support Service Fees (Niche and Datamaxx) <i>Contract Year 14 - See note 6 in Table 3b</i>	\$1,136,725
Maintenance and Support Service Fees (Niche and Datamaxx) <i>Contract Year 15 - See note 6 in Table 3b</i>	\$1,170,827
Total – OTR 2 MAINTENANCE AND SUPPORT SER.	\$5,522,906

SOFTWARE ESCROW FEES	
DESCRIPTION	Niche Price
OTR # 1	
Software Escrow Fees <i>Contract Year 6</i>	1607.26
Software Escrow Fees <i>Contract Year 7</i>	1655.48
Software Escrow Fees <i>Contract Year 8</i>	1705.15
Software Escrow Fees <i>Contract Year 9</i>	1756.30
Software Escrow Fees <i>Contract Year 10</i>	1808.99
OTR # 2	
Software Escrow Fees <i>Contract Year 11</i>	1863.26
Software Escrow Fees <i>Contract Year 12</i>	1919.16
Software Escrow Fees <i>Contract Year 13</i>	1976.73
Software Escrow Fees <i>Contract Year 14</i>	2036.03
Software Escrow Fees <i>Contract Year 15</i>	2097.11
Total for Software Escrow Fees Year. 6-15	\$18,425.47

Appendix E1 – Milestone Acceptance Form

This document ("Milestone Acceptance Form") confirms that the Contractor has completed the task(s) identified in the table below to an acceptable quality level as determined by the Agreement between the County and the Contractor.

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 Contract No. RFP-01531. County Acceptance is **not** assumed if the document remains unsigned by the County after Contractor's signature.

Acceptance Granted:

	Contractor	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)

Partial Payment Amount:

	Contractor	Miami-Dade County
Printed Name		
Signature		
Job Title		
Date		

ATTACHMENT 1

Niche's Technology USA Limited Proposal
(Incorporated herein)