COUNTY OF HENRICO
DEPARTMENT OF FINANCE
PURCHASING DIVISION
CONTRACT EXTRACT
NOTICE OF AWARD/RENEWAL

DATE:	April 3, 2025
CONTRACT COMMODITY/SERVICE: *(include contracting entity if cooperative)*	Case Management System
CONTRACT NUMBER:	2687A
COMMODITY CODE:	920.02
CONTRACT PERIOD:	March 1, 2025 through April 30, 2026
RENEWAL OPTIONS:	Four one-year renewals through 2030
USER DEPARTMENT:	Commonwealth's Attorney's Office
Contact Name:	Jennie Ellet
Phone Number:	840-501-7681
Email Address:	Ell065
HENRICO COOPERATIVE TERMS INCLUDED:	Yes
SUPPLIER: Name:	Axon Enterprise, Inc.
Address:	17800 N. 85th Street
City, State:	Scottsdale, AZ 85255
Contact Name:	Axel Seppala
Phone Number:	781-974-0642
Email address:	aseppala@axon.com
ORACLE SUPPLIER NUMBER:	9979
BUSINESS CATEGORY:	Non Swam
PAYMENT TERMS:	Net 30
DELIVERY:	n/a
FOB:	n/a
BUYER: Name:	Eileen Falcone, CPPB
Title:	Purchasing Manager
Phone:	804-501-5637
Email:	Fal51@henrico.gov

This contract is the result of a competitive solicitation issued by the Department of Finance, Purchasing Division. A requisition must be generated for all purchases made against this contract and the requisition must reference the contract number.

PRICE SCHEDULE – CONTRACT NO. 2687
See Exhibit C of Contract

COMMONWEALTH OF VIRGINIA
County of Henrico

Non-Professional Services Contract
Contract No. 2687A

This Non-Professional Services Contract (this "Contract") entered into this first day of March , 2025, by Axon Enterprise, Inc. (the "Contractor") and the Commonwealth's Attorney for the County of Henrico, Virginia (the "County").

WHEREAS the County has awarded the Contractor this Contract pursuant to Request for Proposals No. 24-2687-4EMF (the "Request for Proposals"), for a Case Management System.

WITNESSETH that the Contractor and the County, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the County as set forth in the Contract Documents.

COMPENSATION: The compensation the County will pay to the Contractor under this Contract shall be pursuant to Exhibit C. Payment is not required until all users have been trained and the office has gone live.

SERVICE SCHEDULE: Within two weeks of execution of the Contract, the Contractor shall meet with the County to discuss the implementation process and begin gathering information for implementation to begin on August, 1 2025 and be completed on or before May 31, 2026. Services shall be performed in accordance with Table 2 below and further defined in Exhibit E. Day 0 in the table below shall be the same date as the date this Contract is fully executed.

Table 2
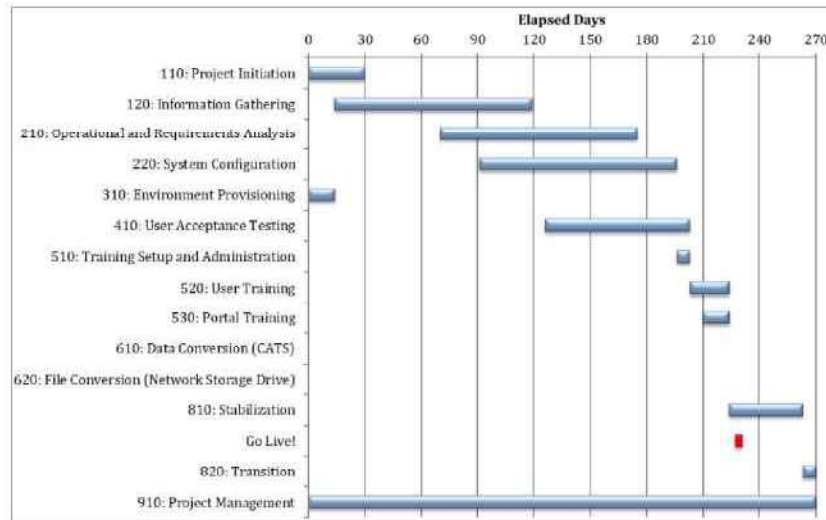
CONTRACT TERM: The Contract initial term shall be for five (5) years and have five (5) additional one (1) year renewal periods. Renewals are subject to appropriation of funds by the Board of Supervisors.

Version 3.22.21

CONTRACT DOCUMENTS: This Contract hereby incorporates by reference the documents listed below (the "Contract Documents") which shall control in the following descending order:

1. This Non-Professional Services Contract between the County and Contractor.
2. Negotiated Modifications (Exhibit A).
3. Contractor's Master Services and Purchasing Agreement for Agency, as modified (Exhibit B).
4. Contractor's Quote # Q-608615-45636.708AS (Exhibit C).
5. The General Contract Terms and Conditions included in the Request for Proposals.
6. Contractor's Questions for Clarification dated August 30, 2024 and Best and Final Offer dated October 4, 2024 (Exhibit D).
7. Contractor's Original Proposal dated May 17, 2024 (Exhibit E).
8. The Scope of Services included in the Request for Proposals.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

Axon Enterprise, Inc.
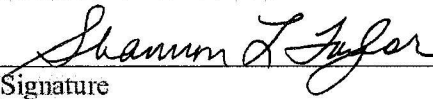
17800 N. 85th Street
Scottsdale, AZ 85255

_____
Signature

Robert Driscoll   Deputy General Counsel
_____
Printed Name and Title

3/13/2025 | 8:14 AM MST
_____
Date

Commonwealth's Attorney for the
County of Henrico, Virginia
P.O. Box 90775
Henrico, VA 23273-0775

_____
Signature

Shannon L. Taylor, Esq.
_____
Commonwealth Attorney

03/19/2025
_____
Date

APPROVED AS TO FORM

_____ 3-19-25
Assistant County Attorney

EXHIBIT A

NEGOTIATED MODIFICATIONS TO GENERAL CONTRACT TERMS AND CONDITIONS FOR CONTRACT NO. 2687A

These Negotiated Modifications are hereby incorporated into Contract No. 2687A (the "Contract") for a Case Management System as of the effective date of the Contract.

WHEREAS, the County and Contractor desire to agree in writing to modify the final terms and conditions of the Contract.

THEREFORE, in consideration of the Recital set forth above and good and valuable consideration as set forth in the Contract, the parties agree that the Request for Proposals is modified as follows as of the date of the Contract:

1. Sec. I(A) – Introduction, Purpose shall be revised by adding the following sentence at the end:

   Throughout the Request for Proposals, unless the context clearly demands otherwise, (1) "Office" means the "Commonwealth's Attorney for the County of Henrico, Virginia," and (2) "County" may be used synonymously with "Office." The contract that results from this procurement is for the Commonwealth's Attorney for the County of Henrico, Virginia, not for the County of Henrico, Virginia, and it is intended that Section II (Scope of Services) and Section V (General Contract Terms and Conditions) of this Request for Proposals be interpreted with this in mind.

2. Section V – General Contract Terms and Conditions, Item A – Annual Appropriations, shall be revised to read as follows:

   The contract resulting from this procurement ("Contract") shall be subject to annual appropriations by the Henrico County Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The Successful Offeror ("Successful Offeror" or "Contractor") shall not be entitled to seek redress from the County or its elected officials, officers, agents, employees, or volunteers should the Board of Supervisors fail to make annual appropriations for the Contract. The County remains responsible for all fees incurred prior to the date of termination

3. Section V – General Contract Terms and Conditions, Item B(3) – Award of Contract, shall be revised to read as follows:

   The Contract resulting from this RFP is not assignable without prior written consent by the other Party, which shall not be unreasonably withheld.

4. Section V – General Contract Terms and Conditions, Item D – Compensation, shall be revised to read as follows:
   The Successful Offeror must submit a complete itemized invoice for services that are performed under the Contract and payment is due net thirty (30) days from the invoice date.

5. Section V – General Contract Terms and Conditions, Item E – *Controlling Law and Venue*, shall be revised to read as follows:
   The Contract will be made, entered into, and shall be performed in the County and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflicts of law principles. Any dispute arising out of the Contract, its interpretations, or its performance shall be litigated only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia. The Parties expressly agree that either party may appear for and attend all matters, including hearings, conferences, meetings, and arbitrations, remotely via videoconference at the party's discretion, to the extent allowable by court.

6. Section V – General Contract Terms and Conditions, Item F – Termination by County, shall be revised to read as follows:
   1. *The County may terminate the Contract for cause.*
   2. *Termination for Cause*
      a. *If the Successful Offeror fails to perform the Contract, in whole or in part, and such failure is not a result of force majeure, the County shall give the Successful Offeror written notice of the default and the opportunity to cure it within 30 days following receipt of the notice by the Successful Offeror.*
      b. *If the Successful Offeror fails to cure its default by the deadline, then the County may terminate the contract, in whole or in part, by providing a 15-days written notice of termination to the Successful Offeror. The notice of termination shall state the effective date of termination. A partial termination shall set forth the nature and scope of the termination.*
      c. *Unless the notice of termination states otherwise, the Successful Offeror shall stop performing the Contract when it receives the notice of termination.*
      d. *Intentionally Omitted.*
      e. *Unless the parties expressly agree in writing otherwise, the County may transmit notices of default and termination for cause by email, USPS First-Class Mail®, or courier or overnight delivery service. The Successful Offeror shall be deemed to be in receipt of any notice emailed on the day the County sends it. The Successful Offeror shall be deemed to be in receipt of any notice the County sends by USPS First-Class Mail® three business days after the date shown in the postmark. The Successful Offeror shall be deemed to be in receipt of any notice the County sends by courier or*

       overnight delivery service on the date of delivery as confirmed by the courier or overnight delivery service

   f. *If the Successful Offeror cures the failure to perform or otherwise adheres to the terms and conditions of the Contract to the satisfaction of the County within 30 days, then the notice of termination with cause shall be deemed null and void.*

   g. *If the Successful Offeror receives two notices of default, the County shall not be obligated to give the Successful Offeror the opportunity to cure any subsequent defaults but may terminate the contract in accordance with this section.*

   h. *If any act or omission of the Successful Offeror (including the Successful Offeror's employees, agents, subcontractors, and assigns) arising out of the performance of the contract causes any person to suffer bodily injury that involves substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ, or mental faculty, then the County shall not be obligated to give the Successful Offeror the opportunity to cure its default but may terminate the contract in accordance with this section.*

   i. *Any remedies this section affords to the County are non-exclusive, and the County may enforce any remedy available at law or in equity in connection with any default of the Successful Offeror. Termination of the Contract for cause does not relieve the Successful Offeror of liability for damages the County sustains because of the Successful Offeror's breach*

3. *Intentionally Omitted.*

   a. *Intentionally Omitted.*

   b. *Intentionally Omitted.*

   c. *Intentionally Omitted.*

   d. *Intentionally Omitted.*

   e. *Intentionally Omitted.*

4. *Termination for Cause by Successful Offeror*

   a. *Notice*

      The Successful Offeror may terminate the Contract with cause if the Successful Offeror notifies the County in writing of a material breach of its obligations under the Contract and of the Successful Offeror's intent to so terminate. Such notice shall be delivered at least 30 calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of the Contract for the delivery of notices.

   b. *Cure*

      If the County cures the material breach to the satisfaction of the Successful Offeror, indicated in writing to the County, during this 30-calendar day period, then the Successful Offeror's notice of termination

> *with cause shall be deemed null and void.*
>
> 5. *Effects of Termination*
> *Upon termination f this Contract, the County's rights immediately terminate. The County remains responsible for all fees incurred before the effective date of termination.*

7. Section V – General Contract Terms and Conditions, Item K – Antitrust, shall be deleted in its entirety.

8. Section V – General Contract Terms and Conditions, Item L – Testing and Inspection, shall be deleted in its entirety.

9. Section V – General Contract Terms and Conditions, Item M – Assignment of Contract, shall be revised to read as follows:

   A contract shall not be assignable by the either Party, in whole or in part without the prior written consent of the other Party, which shall not be unreasonably withheld.

10. Section V – General Contract Terms and Conditions, Item N – Indemnification, shall be revised to read as follows:

    The Successful Offeror agrees to indemnify, defend, and hold harmless the County (including Henrico County Public Schools), and the County's officers, agents, and employees ("Indemnified Parties") from any damages, liabilities, and costs, including reasonable attorneys' fees, arising from any third party claims, demands, actions, or proceedings made or brought against one or more of the Indemnified Parties, related to the negligence, omission, or willful misconduct by the Successful Offeror, provided that such liability is not attributable to the sole negligence of the County.

11. Section V – General Contract Terms and Conditions, Item R(1) – Ownership of Deliverable and Related Products, shall be revised to read as follows:

    The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated solely and exclusively for the County by the Successful Offeror "Work Product") during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County. For avoidance of doubt, the County agrees that no Work Product has been, nor will be, developed or modified exclusively for the County under this Contract. If the County and Successful Offeror mutually agree, in writing, to the acquisition of any Work Product, such terms shall be outlined in a separate agreement.

12. Section V – General Contract Terms and Conditions, Item S(1) – Record Retention and Audits, shall be revised to read as follows:

The Successful Offeror shall retain, during the performance of the Contract and for a period of five years from the completion of the Contract, all records pertaining to the Successful Offeror's proposal and any Contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the County upon 15-days advance notice during the Successful Offeror's normal working hours and at a location mutually agreed upon.

13. Section V – General Contract Terms and Conditions, Item DD- Contract Period, Section 1 shall be revised to read as follows:
The contract period shall be for a period of ten years upon the last signature date on this Contract ("Effective Date"). Contract prices shall remain firm for the contract period.

14. Section V – General Contract Terms and Conditions, Item DD- Contract Period, Section 2 shall be deleted in its entirety

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective on March 1, 2025 ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

    1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

    1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement.

    1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

    1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues for five (5) years (the "**Initial Term**"). Following the Initial Term, this Agreement shall automatically renew for five (5) additional one (1) year periods at the pricing stated on the Quote up to a total possible term of ten (10) years.

    2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin on the date stated in the Quote. Each subscription term ends when the Initial Term ends ("**Subscription Term**").

    2.2. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 45 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding.

4. **Taxes**. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

    7.1. **Limited Warranty; Disclaimer**. To the extent applicable to the Axon Device and/or Services that Agency is purchasing pursuant to the Quote, Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for 30 months and 90 days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. **All software and Axon Cloud Services, are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices, software, and services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.**

    7.2. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new.

Title: Master Services and Purchasing Agreement between Axon and Agency
Department: Legal
Version: 15.0
Release Date: 8/31/2022

Page 1 of 12

Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon Manufactured Device or (b) 90-days from the date of repair or replacement.

    7.2.1. If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.3. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

    7.4.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

    7.4.2. **Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

7.5. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.6. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any. The Matrix Terms and Conditions to Subscription License Agreement, as modified by mutual agreement of Matrix and Agency, is attached hereto as Attachment 1 and shall replace any contrary terms available at the link in the preceding sentence.

7.7. **Axon Aid**. Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon, and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of Axon or any Releasees or otherwise. Agency agrees not to make or bring any such claim against Axon or any other Releasee, and forever release and discharge Axon and all other Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work**. Certain Axon Devices and Services, including Case Management System, Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15. **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) a dispute between Agency and a third-party over Agency's use of Axon Devices; (d) to ensure Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination**.

16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

16.2. **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

16.3. **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5 years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General**.

18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

18.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

Title: Master Services and Purchasing Agreement between Axon and Agency
Department: Legal
Version: 15.0
Release Date: 8/31/2022

Page 3 of 12

Exhibit B - Master Services and Purchasing Agreement

18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

18.10. **Governing Law; Venue**. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. Any dispute arising out of the Agreement, its interpretation, or its performance shall be litigated only in the Henrico County, Virginia District Court or Circuit Court.

18.11. **Notices**. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon, with a copy to the following address, if it is not the one on file with Axon: Attn: Purchasing Director, Purchasing Division (Finance), PO Box 90775, Henrico, VA 23273. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement**. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:	AGENCY:
Axon Enterprise, Inc.	Henrico County Commonwealth's Attorney's Office
Signature: *Robert E. Driscoll, Jr.*	Signature: *Shannon L. Taylor*
Name: Robert E. Driscoll, Jr.	Name: Shannon L. Taylor
Title: Deputy General Counsel	Title: Commonwealth Attorney
Date: 3/17/2025 | 9:48 AM MST	Date: 03/19/2025

APPROVED AS TO FORM
as Exhibit to Contract No. 2687A

signature 3-19-25
Assistant County Attorney

Axon Cloud Services Terms of Use Appendix

1. Definitions.

   a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

   b. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

   c. "**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

   d. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Notwithstanding the foregoing, any use of Axon Cloud Services in view mode only by the Agency for demonstrative purposes in view mode only (e.g., during a training session) shall not constitute a violation of this Agreement. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum. Axon shall contact Agency reasonably promptly upon Axon's discovery of accidental or unlawful loss, access, or disclosure of Agency Content.

5. **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

   a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

   b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning**. Intentionally Omitted

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

9. For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

10. **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

11. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services , the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

12. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at https://www.axon.com/products/axon-evidence/sla .

13. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

    a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon completion of the OSP 7 Term ("**Axon Records Subscription**")

    b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

    c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled

Title: Master Services and Purchasing Agreement between Axon and Agency
Department: Legal
Version: 15.0
Release Date: 8/31/2022

Page 6 of 14

offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

    d.   Users of Axon Records at the agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Agency exceed an average rate of 100 GB per user per year of uploaded files. Axon will not bill for overages.

14. **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    a.   copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    b.   reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    c.   access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    d.   use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    e.   access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    f.   remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    g.   use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

15. **After Termination**. Axon will not delete Agency Content for 120 days following termination. There will be no functionality of Axon Cloud Services during these 120 days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 120-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

16. **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

17. **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

18. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Title: Master Services and Purchasing Agreement between Axon and Agency
Department: Legal
Version: 15.0
Release Date: 8/31/2022

Page 7 of 14

Axon Customer Experience Improvement Program Appendix

Axon Customer Experience Improvement Program (ACEIP). The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. Agency expressly revokes its consent to both ACEIP Tier 1 and Tier 2.

Title: Master Services and Purchasing Agreement between Axon and Agency
Department: Legal
Version: 15.0
Release Date: 8/31/2022

Page 8 of 14

Add-on Services Appendix

This Appendix applies if Axon Citizen for Communities, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term**. If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

    1.1. If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

    1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2. **Axon Citizen Storage**. For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

Title: Master Services and Purchasing Agreement between Axon and Agency
Department: Legal
Version: 15.0
Release Date: 8/31/2022

Page 9 of 14

Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

    1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

Title: Master Services and Purchasing Agreement between Axon and Agency
Department: Legal
Version: 15.0
Release Date: 8/31/2022

Page 10 of 14

AXON

Master Services and Purchasing Agreement for Agency

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services is included on the Quote.

1. **Definitions**.

   1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.

   1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.

   1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.

   1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License**.

   2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.

   2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.

   2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration**. Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities**. When using API Service, Customer and its end users may not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content**. All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

Title: Master Services and Purchasing Agreement between Axon and Agency
Department: Legal
Version: 15.0
Release Date: 8/31/2022

Page 11 of 14

5.1.   the design, structure and naming of API Service fields in all responses and requests;

5.2.   the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;

5.3.   the structure of and relationship of API Service resources; and

5.4.   the design of API Service, in any part or as a whole.

6.   **Prohibitions on API Content**. Neither Customer nor its end users will use API content returned from the API Interface to:

6.1.   scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2.   copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3.   misrepresent the source or ownership; or

6.4.   remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7.   **API Updates**. Axon may update or modify the API Service from time to time (**"API Update"**). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Title: Master Services and Purchasing Agreement between Axon and Agency
Department: Legal
Version: 15.0
Release Date: 8/31/2022

Page 12 of 14

AXON

Master Services and Purchasing Agreement for Agency
Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate, the following appendix shall apply.

1. **License Grant**. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("Software") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses**. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use**. Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Term**. For purchased perpetual Licenses only--excluding Licenses leased for a pre-determined period of time, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and9 shall survive termination of this Agreement. For licenses leased for a pre-determined period of time, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.

5. **Title**. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.

6. **Copies**. The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.t

7. **Actions Required Upon Termination**. Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("Software Documentation"), or return such copies to Axon. Agency agrees that with respect to any copies that may exist with respect to media containing regular backups of Agency's computer or computer system, that Agency shall not access such media for the purpose of recovering the Software or online Software Documentation.

8. **Export Controls**. None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, by the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. treasury Department's list of Specially Designated Nations or the U.S. Department of Commerce's Table of Denials.

9. **U.S. Government Restricted Rights**. The Software and Software Documentation are Commercial Computer Software

---

Title: Master Services and Purchasing Agreement between Axon and Agency
Department: Legal
Version: 15.0
Release Date: 8/31/2022

Page 13 of 14

provided with RESTRICTED RIGHTS under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

Title: Master Services and Purchasing Agreement between Axon and Agency
Department: Legal
Version: 15.0
Release Date: 8/31/2022

Page 14 of 14

Page 15

Terms and Conditions to Subscription License Agreement

1.   Defined Terms

"Agreement" means the Subscription License Agreement Order Form, the Terms and Conditions to Subscription License Agreement, and any exhibits.

"Designated System Administrators" or "Super user" means the user selected by the Licensee to act as a System (defined in this Section) expert and as a conduit between the Licensee and Matrix.

"License Commencement Date" means completion of initial system set-up, customer acceptance, and customer access to the system.

"Licensee Data" means electronic communications of data and all other information that is input into, processed through or created by the use of the System (defined in this Section) by the Licensee.

"Maintenance Period" means the period of time during which Licensee cannot access the System due to maintenance or upgrades.

"Matrix's Network and Systems" means the System (defined in this Section), and Amazon Web Services or other infrastructure as a service provider.

"Monthly License Fee" means the monthly license fee specified on the Order Form.

"Normal Business Hours" means Monday through Friday, 8 am to 5 pm EST, excluding holidays.

"Professional Services" means implementation services, onsite training, consulting, integration and data conversion.

"Professional Services Fees" means the fees for Professional Services specified on the Order Form or the hourly rate(s) in effect at the time of the performance of the Professional Services.

"Services" means the Support Services, the Professional Services and any other services provided by Matrix.

"Support Services" means telephone and email support.

"Support Services Fees" means the hourly rate(s) in effect at the time of the performance of the Support Services.

"System" means the Modules to be licensed to Licensee as specified on the Order Form (Modules may be updated from time to time in the sole discretion of Matrix), including, but not limited to, user documentation and training processes and materials.

"System Outage" means an interruption or failure of the System lasting longer than one (1) hour during Normal Business Hours.

2.   License

Subject to Licensee's compliance with the terms and conditions of this Agreement, Matrix hereby grants to Licensee a non-exclusive, limited, non-transferable, revocable worldwide right and license for Licensee to access and use the System solely for Licensee's internal business operations. Licensee will not permit the System to be used to process or administer data on behalf of any third party (including, without limitation, another governmental agency), whether or not Licensee is paid a fee for such processing or administration. Furthermore, Licensee will not allow any third party, including, without limitation, any competitor of Matrix, to view, access, or use the System in any manner whatsoever.

3.   Login Identities

The use and confidentiality of any and all login

identities and password(s) are the responsibility of

Licensee. Licensee shall promptly notify Matrix in

writing of any lost or stolen passwords. To the

extent permitted under applicable

law, Licensee shall be liable to Matrix for any act

or omission of any

user that would constitute a breach under

this Agreement.

4.   Technical Support & Professional Services

The System will be hosted in accordance with the Service Level Agreement attached hereto as Exhibit A and Section 11. Matrix shall provide unlimited Support Services to the two (2) Designated System Administrators during Normal Business Hours. Support requests by anyone not identified as a Designated System Administrator may be subject to Support Services Fees. For purposes of clarity, the Support Services will not include support for any third party software or systems. Except as provided for on the Order Form, additional services such as implementation, onsite training, consulting, integration and data conversion (the "Professional Services") are available for an additional fee.

5.   Licensee Data

(a)   Licensee authorizes Matrix to share selected Licensee Data with other Licensees and governmental agencies through MatrixExchange. Licensee may opt-out of submitting selected Licensee Data through MatrixExchange by notifying Matrix in writing. Licensee also acknowledges and agrees that Matrix may use Licensee Data in the aggregate for internal business purposes, including but not limited to making improvements to the System.

(b)   Except as provided in Section 5, (i) Matrix shall hold the Licensee Data in strict confidence, and (ii) Matrix will not permit any third party, or any employee, consultant, subcontractor or agent to access the Licensee Data except in connection with the normal course of business (including, without limitation, help desk support). Each party agrees not to communicate any information to the other party in violation of the proprietary rights of any third party.

(c)   Your License Grant to Matrix. You grant to Matrix a non-exclusive, worldwide, irrevocable and royalty-free license to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use your data and content as necessary for the purposes of rendering and operating the Services to you under this Agreement.

(d)   Notwithstanding the provisions of this Agreement, Licensee Data will not be subject to the obligations in Section 5 if (i) it has been published or is otherwise readily available to the public without restriction other than by a breach of this Agreement; (ii) it has been provided to Matrix by a third party that is not subject to any confidentiality obligations to Licensee; or (iii) it is required to be disclosed in the context of any administrative or judicial proceeding or as may be required by law.

(e)   Licensee hereby authorizes Matrix to use, analyze and disclose all non-personally identifiable Licensee Data in connection with creating criminal justice statistics and conducting comparative studies that have been aggregated with data from other Licensees and/or governmental agencies. Licensee will have access to this aggregated information.

6.   Payment Terms

(a)   Licensee shall pay to Matrix the Monthly License Fee in accordance with the amounts specified on the Order Form. Unless otherwise specified on the Order Form (1) the Monthly License Fee shall be due on or prior to the License Commencement Date, and thereafter on or prior to

the monthly anniversary of the License Commencement Date, and (2) Matrix may, in its sole discretion, increase the amount of the Monthly License Fee from time to time (but no more than once per calendar year and in an amount not to exceed 5% annually) upon written notice to Licensee. In accordance with Section 12(a) of this Agreement, Licensee may cancel at any time with a full refund of any unused monthly license fees.

(b)   Unless otherwise specified on the Order Form, the Professional Services Fees will be the hourly rate(s) in effect at the time of the performance of the Professional Services. All Professional Services Fees shall be due net thirty (30) days from the invoice date. Furthermore, Licensee shall promptly (but in any case no later than net thirty
(30) days from the invoice date) reimburse Matrix for all mutually agreed upon out-of pocket expenses incurred by Matrix in connection with the performance of the Professional Services.

(c)   Any Monthly License Fees or Professional Services Fees that are not paid within thirty (30) days of the due date for such payment shall accrue interest at the lesser of 1.5% per month or the maximum amount permitted by applicable law.

(d)   To the extent any national, state or local sales, use, value-added or other taxes, customs, duties, or similar tariffs and fees are imposed and are based on the license granted or the services provided pursuant to this Agreement (other than taxes on Matrix's gross income or gross receipts), such taxes are in addition to the fees set forth in this Agreement and will be paid by the Licensee. If applicable, Licensee shall provide proof of tax-exempt status.

7.   Copyright and Restrictions

As between Matrix and Licensee, the System (and all

intellectual property rights therein) is owned by

Matrix and is protected by United States laws and

international treaty provisions. Any rights not

expressly granted herein are reserved to Matrix.

Licensee may not (i) permit any third party to access

the System, (ii) create derivative works based on the

System, (iii) sublicense, rent or lease all or any

portion of the System, (iv) copy, frame or mirror any

part or content of the System, other than copying or

framing on Licensee's own intranets or otherwise for

its own internal business purposes, (v) reverse

engineer the System, or (vi) access the System in

order to (a) build a competitive product or service, or

(b) copy any features, functions or graphics of the

System.

8.   Warranties

(a)   Each party represents and warrants that (i) it has all requisite power and authority to enter into this Agreement and consummate the transactions contemplated hereby; (ii) this Agreement is a valid and binding obligation enforceable against such party in accordance with its terms; and (iii) neither the execution, delivery and performance of this Agreement and the other agreements and instruments contemplated hereunder, nor the consummation of the transactions contemplated hereby will violate or conflict with or constitute a default under any contractual obligation.

(b)   Licensee represents and warrants that (i) Licensee is and shall be in compliance with all applicable laws and regulations, including, without limitation, all laws and regulations related to the collection, use, disclosure, and storage of Licensee Data; (ii) Licensee is and shall be in compliance with all contractual obligations and privacy policies

relating to Licensee Data; (iii) Licensee is a law enforcement organization duly organized under the laws of its state, county, and other applicable political subdivision; and (iv) to the extent permitted under applicable law, Licensee is and shall be solely responsible for all Licensee Data or Third Party data derived from Licensee Data including, without limitation, any and all claims of third parties relating thereto (including claims that Licensee Data is erroneous, outdated or inaccurate)..

(c)   TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, MATRIX EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS RELATING TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE SYSTEM, THE SERVICES, AND ANY THIRD PARTY SYSTEMS AND SOFTWARE USED IN CONNECTION WITH THE SYSTEM), EXPRESS, IMPLIED AND STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. MATRIX EXPRESSLY DISCLAIMS ALL WARRANTIES RELATING TO THE FREQUENCY AND ACCURACY OF ANY LEGAL UPDATES, AND THAT THE OPERATION OF THE SYSTEM WILL BE FREE OF INTERRUPTIONS AND ERRORS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SYSTEM IS PROVIDED "AS-IS" AND WITH ALL FAULTS. FURTHERMORE, MATRIX IS NOT RESPONSIBLE FOR FAILURES OF EQUIPMENT, INTEGRATION WITH OR FAILURES OF THIRD PARTY SYSTEMS OR SOFTWARE, LOST DATA, ERRONEOUS, OUTDATED OR INACCURATE DATA OR THIRD PARTY TELECOMMUNICATIONS OR DATA LINES. MATRIX DOES NOT WARRANT THAT ITS NETWORKS AND APPLICATIONS (OR THOSE OF ITS THIRD PARTY PROVIDERS) WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.

(d)   In no event will any action against Matrix in connection with this Agreement be instituted more than one year after commencement of the incident that gave rise to such action.

9.   Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL MATRIX BE LIABLE TO LICENSEE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OR LOST PROFITS ARISING OUT OF OR IN CONNECTION WITH TERMS OF THIS AGREEMENT, LICENSEE'S USE OR INABILITY TO USE THE SYSTEM, LOST, UNAVAILABLE OR DAMAGED DATA, THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, OR OTHERWISE IN CONNECTION WITH THE SYSTEM, RELATED DOCUMENTATION, THE SERVICES, AND/OR THIS AGREEMENT, EVEN IF MATRIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MATRIX'S TOTAL LIABILITY FOR ANY DAMAGES, DIRECT OR INDIRECT, IN CONNECTION WITH THE SYSTEM, THE RELATED DOCUMENTATION, AND/OR THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF THE TWELVE (12)

MONTHLY LICENSE FEES PAYMENTS PAID PRECEDING

THE DATE OF THE EVENT GIVING RISE TO LIABILITY

OR THE DATE OF THE COMMENCEMENT OF THE

ENSUING LEGAL ACTION, WHICHEVER IS LATER.

10.   Confidential Information

Matrix acknowledges that the information may be obtainable via standard public record request.

11.   Data Hosting

(a)   Applicable Policies and Guidelines. Matrix currently provides the Services through Amazon Web Services ("AWS"). As such, Licensee agrees to comply with the AWS policies, including its Acceptable Use Policies (the "Usage Guidelines"). YOU SHOULD CAREFULLY READ THE USAGE GUIDELINES. BY USING THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THE USAGE GUIDELINES AND ANY MODIFICATIONS TO THE TERMS. MATRIX MAY TERMINATE YOUR SERVICES FOR ANY VIOLATION OF THE USAGE GUIDELINES OR THIS AGREEMENT. Matrix may use any other infrastructure as a service provider as Matrix determines is necessary in order to provide Licensee the included services.

(b)   Security. You are solely responsible for any security breaches affecting servers or accounts under your control. If your server or website is responsible for or involved in an attack on or unauthorized access into another server or system, Matrix will shut it down immediately. You will pay any charges resulting from the cost to correct security breaches affecting Matrix or any of its other customers.

(c)   Commercial Advertisements via E-Mail. You will not use Matrix services, your account or server to send or facilitate in any way the transmission of unsolicited commercial email. Matrix will enforce substantial penalties, including charging

you for related network costs and terminating your account, for violations.

12.   Term and Termination

(a)   Unless sooner terminated as set forth in this Agreement, the term of this Agreement shall begin on the Effective Date and continue on a month-to-month basis. Licensee may terminate this Agreement for any reason and at any time upon written notice to Matrix, and such termination will be effective upon receipt by Matrix.

(b)   Matrix may terminate this Agreement if Licensee does not comply with any of its material terms; provided that Matrix is required to give Licensee written notice of such termination and thirty (30) days to cure the non-compliance. In addition, Matrix may terminate this Agreement if: (i) all or a substantial portion of the assets of Licensee are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy; (ii) a proceeding is commenced by or against Licensee for relief under bankruptcy or similar laws and that proceeding is not dismissed within sixty (60) days; or (iii) Licensee is adjudicated bankrupt.

If Licensee's use of the System is or is likely to be enjoined, Matrix may, in its sole discretion, either procure the right for Licensee to continue use of the System or modify the System in a functionally equivalent manner so as to avoid such injunction. If the foregoing options are not available on commercially reasonable terms and conditions, as determined by Matrix in its sole discretion, Matrix may terminate the Agreement and refund to Licensee the amount of the unused Licensee Fees.

(c)   Upon termination of this Agreement for any reason, all licenses will immediately terminate. Sections 1, 3, 5, 6, 7, 8, 9, 10, 11, 12, and 13 will survive any termination of this Agreement. Matrix will provide Licensee Data to Licensee in its native format (Example, Microsoft SQL) at no cost. If Licensee requests additional data management services, such

services may be provided by Matrix for a fee to be mutually agreed to by the parties in writing.

13.   Miscellaneous

(a)   Entire Agreement. This Agreement, with its Exhibits, contains Matrix's and Licensee's entire agreement with respect to the subject matter herein. This Agreement may not be modified except by written instrument signed by both parties and referring to the particular provisions to be modified. All terms, conditions, or provisions in a purchase order or confirmation shall be of no force and effect notwithstanding the execution of such purchase order or other document subsequent to the date of this Agreement.

(b)   Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and shall be governed by the laws of the Commonwealth of Virginia and applicable federal law. Licensee and Matrix hereby consent to the exclusive jurisdiction and venue of the courts of the Commonwealth of Virginia, and Licensee and Matrix hereby consent to and waive any objection regarding jurisdiction and venue in such courts. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

(c)   Notices. All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if delivered by hand or by confirmed facsimile; (ii) upon the fifth day after such notice is deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, or (iii) upon the date of the courier's verification of delivery at the specified address if sent by a nationally recognized overnight express courier.

(d)   Force Majeure. Neither party shall be in default if its failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including, without limitation, acts of God, civil commotion, strikes, labor disputes, Amazon Web Services interruptions, Internet service interruptions or slowdowns, vandalism or "hacker" attacks (including, without limitation, by Licensee's employees or agents), or governmental demands or requirements.

(e)   Waiver. The failure of either party to require performance by the other party of any provision of this Agreement or any Attachment shall not affect its right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provisions of this Agreement be taken or deemed to be a waiver of the provision itself.

(f)   Severability. If any provision of this Agreement is invalid or unenforceable, that provision will be changed and interpreted to accomplish the parties' objectives to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.

(g)   Independent Contractor. Nothing contained herein shall be deemed or construed as creating a joint venture or a partnership between Licensee and Matrix. Neither Licensee nor Matrix is by virtue of this Agreement authorized as an agent or other representative of the other.

(h)   Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, or describe the scope or extent of such section.

(i)   Injunctive Relief. Licensee acknowledges that its breach or threatened breach of this Agreement would cause irreparable injury to Matrix that would be inadequately compensated in money damages. Accordingly, in addition to any and all other remedies that may be available under equity, law, or this Agreement, Matrix shall be entitled to a restraining order and/or an injunction prohibiting such breach to protect Matrix's intellectual property

matrix
The operating system for law.™

interests, without the need to prove irreparable harm or provide a bond or other security.

(j) <u>Application of UCITA</u>. The parties agree that pursuant to Section 104 of the Uniform Computer Information Transactions Act (UCITA), they hereby express their mutual determination to "Opt-Out" of the provisions of UCITA and its application to this Agreement or the transaction of the parties and the parties further agree that UCITA shall not apply to this Agreement or the transaction of the parties. To the extent that certain provisions of UCITA may not be excluded under the law applicable to the Agreement or under the provision of Section 104 of UCITA, only those provisions that cannot be excluded by mutual agreement of the parties pursuant to Section 104 shall apply and no other provision of UCITA shall be applicable to the Agreement or the transaction of the parties.

(k) <u>Use of Name</u>. Licensee hereby authorizes Matrix to identify Licensee as a customer of Matrix, and to use Licensee's name in connection with any press release, any online or printed marketing materials, or for any similar use.

(l) <u>Assignment; Binding Effect</u>. Matrix may assign this Agreement without the consent of Licensee. Licensee may not assign this Agreement without the prior written consent of Matrix. This Agreement will inure to the benefit of and be binding upon each party and its respective successors and permitted assigns.

(m) <u>Counterparts</u>. This Agreement may be executed in separate original or facsimile counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument.

(n) <u>Virginia Public Procurement Act</u>. Only to the extent required by applicable law, mandatory provisions of the Virginia Public Procurement Act shall be deemed to be incorporated herein by reference.

APPROVED AS TO FORM
as Part of Exhibit to Contract No. 2687A

[signature] 3-19-25
Assistant County Attorney

Signed by:
Joseph J. Whang
86F9A83F128644F...

3/17/2025 | 11:18 AM PDT

Joseph J. Whang   CEO

Matrix Pointe Software

7 of 9

EXHIBIT A

Service Level Agreement

Matrix will provide hosted services using its AWS (Amazon Web Services) shared infrastructure.

Data Security and Backup

Data will NOT be hosted outside the United States. It will comply with the requirements to process Protected Health Information (PHI) and Criminal Justice Information (CJI). Data in transit and at rest is encrypted with 256- bit encryption.

Hosting includes database, document storage and backups according to the following schedule:

What	Frequency	Retention
Database Files	Weekly Full Backups with Daily Differential Backups	120 Days
Database Logs	Backups every 15 minutes	120 Days
Document File Stores	Hourly File Store Snapshot	120 Days
	Weekly Full Backups with Daily Differential Backups	120 Days

Service Levels

Matrix will use commercially reasonable efforts to make the services available 24 hours a day, 7 days a week, except for scheduled downtime. Matrix will provide at least eight hours' notice for scheduled downtime. Matrix has historically provided over 99% up-time. Matrix will promptly notify subscribers of any unscheduled downtime.

Scheduled downtime will be planned for hours between 8:00 p.m. Eastern Time and 5:00 am Eastern Time. Routine server maintenance is scheduled for weekends.

Maintenance and Support

As part of Maintenance, your office will receive monthly software releases and unlimited Support Services for two Super Users during our support hours.

Matrix is currently on a monthly release cycle. Planned releases are scheduled for the first Thursday of every month for MatrixProsecutor, MatrixInvestigator, and MatrixPolice and the third Thursday of every month for MatrixCivil. Release notes are provided in Matrix Online Help with each release.

Our Matrix Support team will support your office post-implementation. Once your office is live on the system, two Super Users from your office will have direct access to the Matrix Support team Monday through Friday from 8 a.m. to 5 p.m. ET, excluding holidays.

Unlimited Support is offered by telephone, email, and web ticket submission. Our support ticketing system includes a Knowledge Base containing information commonly requested by clients. Super Users are invited to attend bi-monthly webinars hosted by Matrix.

Additionally, all users have access to the Matrix Online Help, which includes step-by-step feature guides, illustrations, recorded training webinars, video tutorials, and release notes.

EXHIBIT B

Data Storage: MatrixStorage Terms

MatrixStorage allows for an unlimited number of files with no individual file size limits. MatrixStorage usage over the Base Storage is an additional monthly charge per terabyte (or TB), calculated as the sum of all stored files minus the Base Storage.

Terabytes are charged for in whole terabytes as measured, rounding up. For example, with Base Storage of 1TB, and usage of 2.2TB, Licensee would be charged for 2TB for that month.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-608615-45636.708AS

Issued: 12/10/2024

Quote Expiration: 12/31/2025

Estimated Contract Start Date: 01/01/2025

Account Number: 480428
Payment Terms: N30
Delivery Method:

PRIMARY CONTACT

Jennie Ellett
Phone: (804) 501-4218
Email: ell065@henrico.us
Fax: (804) 501-4110

SHIP TO

Henrico County (VA) Commonwealth's Attorney Office
4301 E Parham Rd
Henrico,
VA
23228-2745
USA

BILL TO

Henrico County (VA) Commonwealth's Attorney Office
PO Box 90775
Henrico
VA
23273-0775
USA
Email:

SALES REPRESENTATIVE

Axel Seppala
Phone: 781 974 0642
Email: aseppala@:

Quote Summary

Program Length	120 Months	
TOTAL COST		$1,214,000.00
ESTIMATED TOTAL W/ TAX		$1,214,000.00

Discount Summary

Average Savings Per Year	($10,420.00)
TOTAL SAVINGS	($104,200.00)

Payment Summary

Date	Subtotal	Tax	Total
Sep 2025	$306,800.00	$0.00	$306,800.00
Sep 2026	$100,800.00	$0.00	$100,800.00
Sep 2027	$100,800.00	$0.00	$100,800.00
Sep 2028	$100,800.00	$0.00	$100,800.00
Sep 2029	$100,800.00	$0.00	$100,800.00
Sep 2030	$100,800.00	$0.00	$100,800.00
Sep 2031	$100,800.00	$0.00	$100,800.00
Sep 2032	$100,800.00	$0.00	$100,800.00
Sep 2033	$100,800.00	$0.00	$100,800.00
Sep 2034	$100,800.00	$0.00	$100,800.00
Total	**$1,214,000.00**	**$0.00**	**$1,214,000.00**

Q-608615-45636.708AS

Quote Unbundled Price:		$1,109,800.00
Quote List Price:		$1,109,800.00
Quote Subtotal:		$1,214,000.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
101487	MATRIXPOINTE - MATRIXPROSECUTOR	90	112		$110.00	$100.00	$1,008,000.00	$0.00	$1,008,000.00
A la Carte Services									
101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	1			$250.00	$9,000.00	$9,000.00	$0.00	$9,000.00
101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	1			$250.00	$15,000.00	$15,000.00	$0.00	$15,000.00
101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	1			$250.00	$50,000.00	$50,000.00	$0.00	$50,000.00
101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	1			$250.00	$132,000.00	$132,000.00	$0.00	$132,000.00
Total							**$1,214,000.00**	**$0.00**	**$1,214,000.00**

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101487	MATRIXPOINTE - MATRIXPROSECUTOR	90	01/01/2025	04/30/2034

Services

Bundle	Item	Description	QTY
A la Carte	101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	1
A la Carte	101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	1
A la Carte	101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	1
A la Carte	101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	1

Q-608615-45636.708AS

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	4301 E Parham Rd	Henrico	VA	23228-2745	USA

Payment Details

Sep 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	101487	MATRIXPOINTE - MATRIXPROSECUTOR	90	$100,800.00	$0.00	$100,800.00
Implementation	101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	1	$15,000.00	$0.00	$15,000.00
Implementation	101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	1	$50,000.00	$0.00	$50,000.00
Implementation	101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	1	$9,000.00	$0.00	$9,000.00
Implementation	101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	1	$132,000.00	$0.00	$132,000.00
Total				$306,800.00	$0.00	$306,800.00

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	101487	MATRIXPOINTE - MATRIXPROSECUTOR	90	$100,800.00	$0.00	$100,800.00
Total				$100,800.00	$0.00	$100,800.00

Sep 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	101487	MATRIXPOINTE - MATRIXPROSECUTOR	90	$100,800.00	$0.00	$100,800.00
Total				$100,800.00	$0.00	$100,800.00

Sep 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	101487	MATRIXPOINTE - MATRIXPROSECUTOR	90	$100,800.00	$0.00	$100,800.00
Total				$100,800.00	$0.00	$100,800.00

Sep 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	101487	MATRIXPOINTE - MATRIXPROSECUTOR	90	$100,800.00	$0.00	$100,800.00
Total				$100,800.00	$0.00	$100,800.00

Sep 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	101487	MATRIXPOINTE - MATRIXPROSECUTOR	90	$100,800.00	$0.00	$100,800.00
Total				$100,800.00	$0.00	$100,800.00

Sep 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	101487	MATRIXPOINTE - MATRIXPROSECUTOR	90	$100,800.00	$0.00	$100,800.00
Total				$100,800.00	$0.00	$100,800.00

Q-608615-45636.708AS

Sep 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 8	101487	MATRIXPOINTE - MATRIXPROSECUTOR	90	$100,800.00	$0.00	$100,800.00
Total				**$100,800.00**	**$0.00**	**$100,800.00**

Sep 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 9	101487	MATRIXPOINTE - MATRIXPROSECUTOR	90	$100,800.00	$0.00	$100,800.00
Total				**$100,800.00**	**$0.00**	**$100,800.00**

Sep 2034

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 10	101487	MATRIXPOINTE - MATRIXPROSECUTOR	90	$100,800.00	$0.00	$100,800.00
Total				**$100,800.00**	**$0.00**	**$100,800.00**

Q-608615-45636.708AS

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Q-608615-45636.708AS

CASE MANAGEMENT SYSTEM

HENRICO COUNTY VIRGINIA OFFICE OF THE COMMONWEALTH'S ATTORNEY

FOLLOW UP

RFP Number: RFP No. 24-2687-4EMF

Submitted By: Axon Enterprise, Inc.

Address: 17800 N 85th Street Scottsdale, AZ 85255

Phone: 800.978.2737

Fax: 480.991.0791

August 30, 2024

COMMONWEALTH OF VIRGINIA
County of Henrico

DEPARTMENT OF FINANCE
Purchasing Division

August 23, 2024

Axel Seppala
Axon Enterprise, Inc.
17800 N. 85th Street
Scottsdale, AZ 85255
aseppala@axon.com

RE: RFP 24-2687-4EFM – Case Management

Dear Axel:

This letter is to inform you that your firm has been selected to enter into negotiations for the above referenced solicitation.

1. Resubmit all pricing associated with the services requested for this RFP.
2. Provide answers to the questions on the following page.

To begin this process, please submit the following items:

Please provide the above items by 5:00 p.m. on August 30, 2024. A response via email attachment is sufficient.

If you have any questions, please contact me at 804-501-5637 or fal51@henrico.us.

Sincerely,

Eileen M. Falcone

Eileen M. Falcone, CPPB
Purchasing Manager

RFP 24-2659-3EMF
Case Management System
Questions for Clarification
Axon/Matrix

Date: August 23, 2024

1. **Is the indictment/stats language customizable at no additional cost to the County?**
   a. **Can the customization be saved for future use or would it have to be edited or customized each time?**
   The ability to edit indictment/stats language is built into the system; however, the edits cannot be saved for future use. Henrico County would be Matrix's first Virginia client; therefore, Henrico would have the opportunity to guide us on the appropriate indictment language.

2. **Under the Exemptions tab there is a reference to the County's existing contract negotiated terms and conditions. Provide a copy of the exemptions that apply indicating the Section and item number related to this RFP with your response as a separate Word document.**
   The exemptions document is presented on page 7.

3. **The Matrix Service agreement shows page 8 of 11. Are there additional page that should make it 11 of 11. If so, please provide those.**

   The Service agreement has been revised to show all 11 of 11 pages.

4. **Under Assumptions it states that Matrix has assumed cost for implementation and training, however in Tab 6 pricing, there is a line item for implementation and training of $135,000. Please advise.**

   We apologize if our verbiage caused confusion. We should have said that "Matrix has assumed the following factors in estimating the cost for implementation and training." The implementation and training fee is $135,000 ($132,000 if training for Law Enforce/Defense Attorneys is not needed).

5. **The Assumptions tab lists training for Law Enforcement and Defense Attorneys which is not needed. Would this change the pricing?**

   Yes, if training for Law Enforcement and Defense Attorneys is handled by your office or not needed, the implementation / training cost is reduced to $132,000. Please see the attached updated pricing.

6. **If awarded the contract the contract and all payments would be with Axon Enterprise, Inc. Confirm.**
   Yes. Please see the quote included on page 19.

7. **Provide a project plan and timeline indicating responsibilities and tasks.**

   Please see the Project Timeline document attached to this document.

MATRIX POINTE SOFTWARE

Matrix Project Plan and Timeline

Product: MatrixProsecutor
Author: KTN
Date: 8/26/2024

Client: Henrico County, VA

Project Timeline
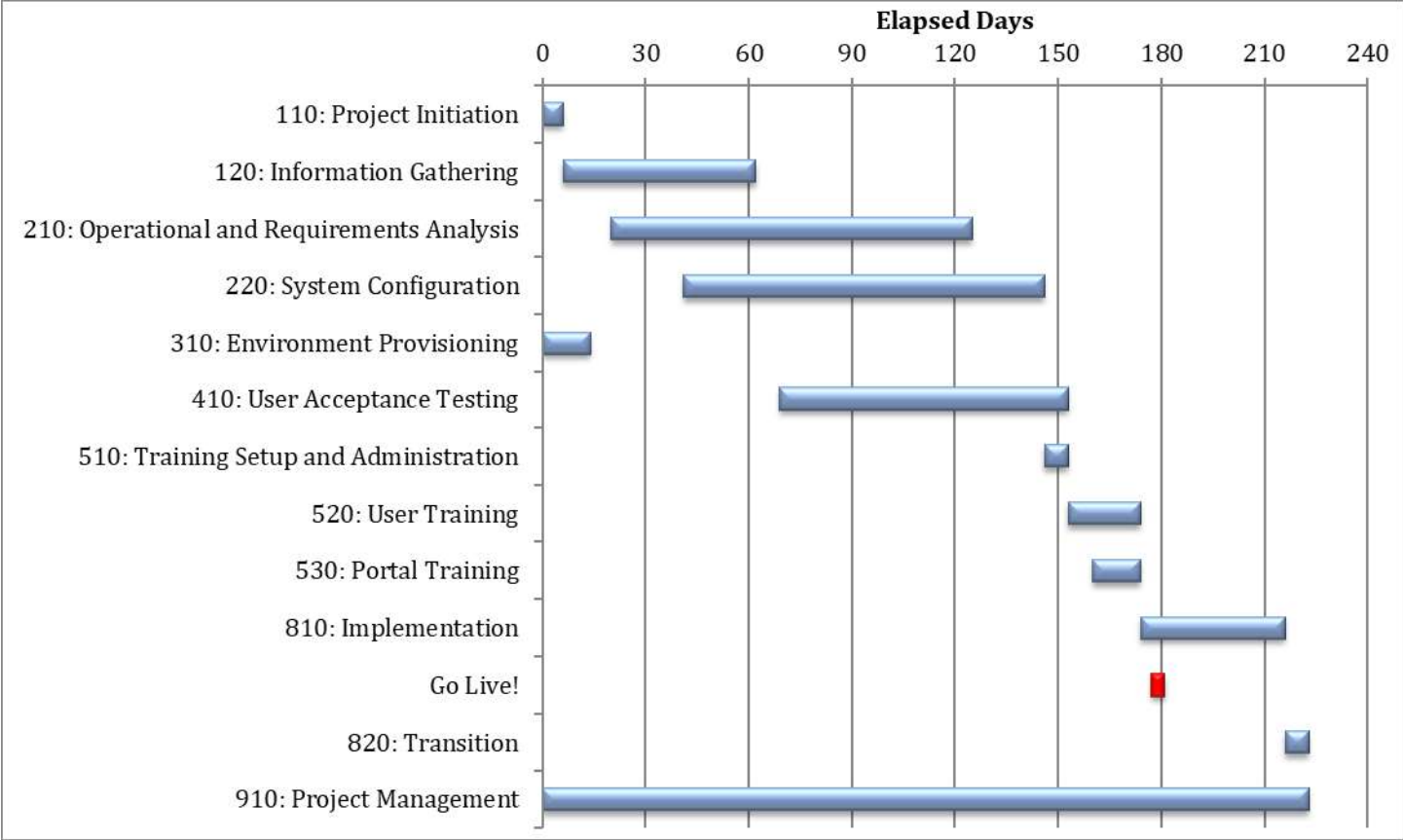
Project Plan

Based on our implementation experience, Matrix proposes the following set of responsibilities by segment for the project team. Project success hinges upon each team member's contribution to the project during the necessary phase.

Project Initiation & Information Gathering

Segment 1 - Project Initiation & Information Gathering: We assemble a Matrix project team specifically for the client, formally kick off the project, and begin gathering important information about the office. We will provide a series of documents to be completed by the client to help us understand configuration requirements.

Matrix Responsibilities	Client Responsibilities
• Conduct a pre-kickoff meeting • Conduct a kickoff meeting • Review and confirm project schedule • Explain project structure, roles, and responsibilities • Explain office setup documentation • Schedule weekly project meeting • Establish communication protocol • Gather samples of case files, forms, and reports	• Attend pre-kickoff & kickoff meetings • Confirm project schedule • Designate client's Policy Administrator, Project Lead, and Super Users (Matrix defines client roles in a document that is provided pre-kickoff) • Complete office setup documentation • Provide rules, process documentation, samples of case files, forms, and reports

MATRIX POINTE SOFTWARE

Matrix Project Plan and Timeline

Product: MatrixProsecutor
Author: KTN
Date: 8/26/2024

Client: Henrico County, VA

Configuration Analysis & Design

Segment 2 – Configuration Analysis & Design: We work with the client to understand its business so we can configure the software to support the office's environment.

Matrix Responsibilities	Client Responsibilities
• Review office setup documents, sample case files, forms, and reports • Demonstrate office's business processes using Matrix • Configure office's system	• Discuss office's business processes • Review office's business processes using Matrix • Update configurations for office's system; configuration training provided to Supers Users throughout project

System Deployment

Segment 3 – System Deployment: Matrix engineers will work with your IT department to provision servers and deploy software in the AWS dedicated environment.

Matrix Responsibilities	Client Responsibilities
• Build application infrastructure, deploy application software, monitor	• For Matrix Hosted: Provide high resolution image of client's office logo for display throughout the Matrix system

Testing

Segment 4 – Testing: The client's sites are thoroughly tested to ensure all services are running properly to support carious features and tools used in Matrix. The client, in coordination with Matrix, will complete the User Acceptance Test (UAT) to ensure configurations are set to support the office's business.

Matrix Responsibilities	Client Responsibilities
• Conduct Systems Test • Create UAT (includes test scripts) and work with client to conduct UAT) • Update Configurations if needed	• Complete UAT • Sign off on UAT

Training

Segment 5 – Training: Matrix provides an extensive training program with options for on-site and remote formats. Matrix conducts training for varying knowledge levels and works with client's Super Users to enable them to become system experts.

Matrix's training plan is customized to accommodate an office's workflow and requirements. The training will reflect any policy decisions or workflow efforts identified by the office. All training materials will be in an electronic format.

MATRIX POINTE SOFTWARE

Matrix Project Plan and Timeline

Matrix Responsibilities	Client Responsibilities
• Finalize training plan and schedule • Provide training documentation • Conduct user training	• Finalize training plan and schedule • Coordinate training locations and setup • Attend user training

Data Conversion

Segment 6 – Data Conversion: Matrix will create a detailed conversion plan to transfer existing data from former case management system onto your Matrix program. This will allow data from before your Matrix system deployment to be made available on your new case management system. Matrix will be converting X columns of your CATS database provided in SQL Server compatible format. Matrix will be converting your files from network storage drive.

Matrix Responsibilities	Client Responsibilities
• Develop conversion plan and mappings • Develop conversion programs • Test conversion and reconcile data • Run production conversion and reconcile data	• Provide access to all source data • A copy or subset of databases will be made available for use on the Matrix development servers. Alternatively, data will be provided in a consistent and ready to convert format • Verify conversion mappings • Test converted data • Approve converted test data and ready for conversion into production

Interfaces

Segment 7 – Interfaces: Matrix will create a detailed integration plan to develop interfaces with MatrixProsecutor. This transfer existing data from former case management system onto your Matrix program. This will allow data to be transferred to or from Matrix based on the requirements of the source system. The interfaces included in this project are ViaPath's OMSe, VA Supreme Court – OCIS, Casebuilder, ICR Builder, TEMPO. Integration is dependent on cooperation of all involved parties.

Matrix Responsibilities	Client Responsibilities
• Develop integration plan and design • Develop integration programs • Test integration • Run production integration	• Provide access to source systems, data, and/or API • Provide source system specification documentation • Verify integration plan and design • Test integration • Approve integrations for production

Stabilization & Transition

Segment 8 – Stabilization & Transition: After the system is live, Matrix will provide additional training to ensure a smooth transition to full operational use. Matrix will conduct a review to identify opportunities and make recommendations to gain further efficiency when using the system. The client will accept and sign off on the system.

MATRIX POINTE SOFTWARE

Matrix Project Plan and Timeline

Product: MatrixProsecutor
Author: KTN
Date: 8/26/2024

Client: Henrico County, VA

Matrix Responsibilities	Client Responsibilities
• Go-live support • Request system acceptance • Review Help Desk procedures • QA Review	• Prepare staff for Go-live (define revised office procedures) • Accept system • Attend Follow-Up Training • Participate in QA Review (60-90 days after Go Live)

Project Management

Segment 9 – Project Management: Matrix works with the client to provide project management throughout the life of the project. The Matrix Project Manager is responsible for creating the project plan and ensuring proper communication channels, adhering to the project methodology and addressing contract matters. Your Matrix Project Lead will provide weekly project status updates and conduct weekly meetings with the client project team.

Matrix Responsibilities	Client Responsibilities
• Establish and maintain project plan • Coordinate the Matrix implementation team, project communication, and contract • Provide weekly project status reports • Conduct weekly project meetings	• Ensure completion of key project tasks and requests (weekly project assignments) • Facilitate meetings and project resources • Implement internal business processes and policy using Matrix • Attend weekly project meetings

August 30, 2024

County of Henrico
ATTN: Eileen M. Falcone, CPPB
P.O. Box 90775
Henrico, VA 23273-0775

      Re: Exceptions Letter for **RFP No. 24-2687-4EMF**

Dear Ms., Falcone:

Please find below exceptions from Axon Enterprise, Inc. ("Axon" or "we") to the above-referenced Contract Services Agreement. Axon is open to further discussions regarding requested changes and reserves the right to negotiate the terms of the terms and conditions attached to the solicitation. Any capitalized terms used but not defined in this letter shall have the meanings associated with such terms in the Contract Services Agreement.

1. **Request for Proposal ("RFP") Case Management System. VII. PROPOSAL RESPONSE FORMAT. Section 9. Tab 8-Exception. Utilization of existing County Agreement with Axon Enterprise, Inc.**: Axon respectfully requests that County of Henrico Contract No. Contract No. 12-29-2022-Axon dated December 29, 2022, as the definitive terms to govern any purchase resulting from this submission, except with respect to quantity, pricing and technical specifications.

2. **Request for Proposal ("RFP") Case Management System VII. PROPOSAL RESPONSE FORMAT. Section 9. Tab 8-Exception. Utilization of Omnia 3544-21-4615 3544-21-4615.** As an alternative approach to streamline negotiations and in light of Henrico County's membership in the Omnia Cooperative, Axon proposes that the terms and conditions of Omnia Contract Number: 3544-21-4615 govern any resulting purchase, rather than the terms outlined herein or in the RFP. All contract documents are publicly accessible at the following link: https://www.omniapartners.com/suppliers/axon/public-sector/contract-documents#contract-1402

3. **Term**. Axon respectfully requests that the term of the contract is ten years total with automatic renewals. Axon request the following language is added for the term of the contract: "The initial term of the contract shall be five (5) years. Upon expiration of the fifth year, the contract shall automatically renew on a yearly basis for an additional five (5) years unless the Customer terminates the contract with thirty (30) days written notice prior to the renewal year."

Sincerely,

Jaryna Golish
_____

Contracts Manager

SUBSCRIPTION LICENSE AGREEMENT

This Subscription License Agreement, which includes the Order Form (below) and the attached Terms and Conditions (collectively, this "Agreement"), between Matrix Pointe Software, LLC an Ohio limited liability company ("Matrix") and the licensee named below ("Licensee"), is made effective as of the date of execution by Licensee (the "Effective Date"). Matrix and Licensee have read and agree to the provisions of this Agreement.

_____

Order Form

Matrix Pointe Software, LLC	Licensee:
Attn: Joseph J. Whang, CEO	
30400 Detroit Road	
Suite 400	
Cleveland, Ohio 44145	
(216) 333-1263	
jwhang@matrixpointesoftware.com	

Modules:
Included: MatrixProsecutor, MatrixCrime, MatrixExchange (Including the Defense Attorney Portal), and MatrixStorage ("Case Management Software")

Included Services:
- Data hosting, servers, data back-ups, system maintenance and data storage in accordance with Section 11, Exhibit A, and Exhibit B
- Access to the criminal statute database for
- Unlimited Support Services for two (2) Designated System Administrators in accordance with Section 4 of this Agreement

Monthly Subscription License Fee:
Case Management Software: $_____ per month for _____ named users, beginning after initial system set-up and customer access to the system. Additional licenses can be purchased for $100 per named user per month.

MatrixStorage: Base Storage amount of _____ is included with Licensee's subscription ("Base Storage"). Licensee hereby agrees to pay an additional charge of $___ per terabyte (TB) per month for storage usage over the Base Storage amount, as defined in Exhibit B.

Cancel at any time with a full refund of any unused monthly license fees.

Implementation Fee: $_____ after customer sign-off and access to the system. Includes implementation and training.

Interfaces/Integrations: $_____

Data Conversion/File Migration: $_____

Travel & Other Fees: $_____

Matrix and Licensee, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

MATRIX POINTE SOFTWARE, LLC   **LICENSEE**

By: _____

   Joseph J. Whang   _____

   Chief Executive Officer   _____

Date: _____   Date: _____

Terms and Conditions to Subscription License Agreement

1. Defined Terms

"Agreement" means the Subscription License Agreement Order Form, the Terms and Conditions to Subscription License Agreement, and any exhibits.

"Designated System Administrators" or "Super user" means the user selected by the Licensee to act as a System (defined in this Section) expert and as a conduit between the Licensee and Matrix.

"License Commencement Date" means completion of initial system set-up, customer acceptance, and customer access to the system.

"Licensee Data" means electronic communications of data and all other information that is input into, processed through or created by the use of the System (defined in this Section) by the Licensee.

"Maintenance Period" means the period of time during which Licensee cannot access the System due to maintenance or upgrades.

"Matrix's Network and Systems" means the System (defined in this Section), and Amazon Web Services or other infrastructure as a service provider.

"Monthly License Fee" means the monthly license fee specified on the Order Form.

"Normal Business Hours" means Monday through Friday, 8 am to 5 pm EST, excluding holidays.

"Professional Services" means implementation services, onsite training, consulting, integration and data conversion.

"Professional Services Fees" means the fees for Professional Services specified on the Order Form or the hourly rate(s) in effect at the time of the performance of the Professional Services.

"Services" means the Support Services, the Professional Services and any other services provided by Matrix.

"Support Services" means telephone and email support.

"Support Services Fees" means the hourly rate(s) in effect at the time of the performance of the Support Services.

"System" means the Modules to be licensed to Licensee as specified on the Order Form (Modules may be updated from time to time in the sole discretion of Matrix), including, but not limited to, user documentation and training processes and materials.

"System Outage" means an interruption or failure of the System lasting longer than one (1) hour during Normal Business Hours.

2. License

Subject to Licensee's compliance with the terms and conditions of this Agreement, Matrix hereby grants to Licensee a non-exclusive, limited, non-transferable, revocable worldwide right and license for Licensee to access and use the System solely for Licensee's internal business operations. Licensee will not permit the System to be used to process or administer data on behalf of any third party (including, without limitation, another governmental agency), whether or not Licensee is paid a fee for such processing or administration. Furthermore, Licensee will not allow any third party, including, without limitation, any competitor of Matrix, to view, access, or use the System in any manner whatsoever.

3. Login Identities

The use and confidentiality of any and all login identities and password(s) are the responsibility of Licensee. Licensee is solely responsible for any costs, expenses, and third party claims resulting from the unauthorized use of any login identities and password(s). Licensee shall promptly notify Matrix in writing of any lost or stolen passwords. Licensee shall be liable to Matrix for any act or omission of any user that would constitute a breach under this Agreement.

4. Technical Support & Professional Services

The System will be hosted in accordance with the Service Level Agreement attached hereto as Exhibit A and Section 11. Matrix shall provide unlimited Support Services to the two (2) Designated System Administrators during Normal Business Hours. Support requests by anyone not identified as a Designated System Administrator may be subject to Support Services Fees. For purposes of clarity, the Support Services will not include support for any third party software or systems. Except as provided for on the Order Form, additional services such as implementation, onsite training, consulting, integration and data conversion (the "Professional Services") are available for an additional fee.

5. Licensee Data

(a) Licensee authorizes Matrix to share selected Licensee Data with other Licensees and governmental agencies through MatrixExchange. Licensee may opt-out of submitting selected Licensee Data through MatrixExchange by notifying Matrix in writing. Licensee also acknowledges and agrees that Matrix may use Licensee Data in the aggregate for internal business purposes, including but not limited to making improvements to the System.

(b) Except as provided in Section 5, (i) Matrix shall hold the Licensee Data in strict confidence, and (ii) Matrix will not permit any third party, or any employee, consultant, subcontractor or agent to access the Licensee Data except in connection with the normal course of business (including, without limitation, help desk support). Each party agrees not to communicate any information to the other party in violation of the proprietary rights of any third party.

(c) Your License Grant to Matrix. You grant to Matrix a non-exclusive, worldwide, irrevocable and royalty-free license to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use your data and content as necessary for the purposes of rendering and operating the Services to you under this Agreement.

(d) Notwithstanding the provisions of this Agreement, Licensee Data will not be subject to the obligations in Section 5 if (i) it has been published or is otherwise readily available to the public without restriction other than by a breach of this Agreement; (ii) it has been provided to Matrix by a third party that is not subject to any confidentiality obligations to Licensee; or (iii) it is required to be disclosed in the context of any administrative or judicial proceeding or as may be required by law.

(e) Licensee hereby authorizes Matrix to use, analyze and disclose all non-personally identifiable Licensee Data in connection with creating criminal justice statistics and conducting comparative studies that have been aggregated with data from other Licensees and/or governmental agencies. Licensee will have access to this aggregated information.

6. Payment Terms

(a) Licensee shall pay to Matrix the Monthly License Fee in accordance with the amounts specified on the Order Form. Unless otherwise specified on the Order Form (1) the Monthly License Fee shall be due on or prior to the License Commencement Date, and thereafter on or prior to the monthly anniversary of the License Commencement Date, and (2) Matrix may, in its sole discretion, increase the amount of the Monthly License Fee from time to time (but no more than once per calendar year and in an amount not to exceed 5% annually) upon written notice to Licensee. In accordance with Section 12(a) of this Agreement, Licensee may cancel at any time with a full refund of any unused monthly license fees.

(b) Unless otherwise specified on the Order Form, the Professional Services Fees will be the hourly rate(s) in effect at the time of the performance of the Professional Services. All Professional Services Fees shall be due net thirty (30) days from the invoice date. Furthermore, Licensee shall promptly (but in any case no later than net thirty (30) days from the invoice date) reimburse Matrix for all mutually agreed upon out-of pocket expenses incurred by Matrix in

connection with the performance of the Professional Services.

(c) Any Monthly License Fees or Professional Services Fees that are not paid within thirty (30) days of the due date for such payment shall accrue interest at the lesser of 1.5% per month or the maximum amount permitted by applicable law.

(d) To the extent any national, state or local sales, use, value-added or other taxes, customs, duties, or similar tariffs and fees are imposed and are based on the license granted or the services provided pursuant to this Agreement (other than taxes on Matrix's gross income or gross receipts), such taxes are in addition to the fees set forth in this Agreement and will be paid by the Licensee. If applicable, Licensee shall provide proof of tax-exempt status.

7. Copyright and Restrictions

As between Matrix and Licensee, the System (and all intellectual property rights therein) is owned by Matrix and is protected by United States laws and international treaty provisions. Any rights not expressly granted herein are reserved to Matrix. Licensee may not (i) permit any third party to access the System, (ii) create derivative works based on the System, (iii) sublicense, rent or lease all or any portion of the System, (iv) copy, frame or mirror any part or content of the System, other than copying or framing on Licensee's own intranets or otherwise for its own internal business purposes, (v) reverse engineer the System, or (vi) access the System in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the System.

8. Warranties

(a) Each party represents and warrants that (i) it has all requisite power and authority to enter into this Agreement and consummate the transactions contemplated hereby; (ii) this Agreement is a valid and binding obligation enforceable against such party in accordance with its terms; and (iii) neither the execution, delivery and performance of this Agreement and the other agreements and instruments contemplated hereunder, nor the consummation of the transactions contemplated hereby will violate or conflict with or constitute a default under any contractual obligation.

(b) Licensee represents and warrants that (i) Licensee is and shall be in compliance with all applicable laws and regulations, including, without limitation, all laws and regulations related to the collection, use, disclosure, and storage of Licensee Data; (ii) Licensee is and shall be in compliance with all contractual obligations and privacy policies relating to Licensee Data; (iii) Licensee is a law enforcement organization duly organized under the laws of its state, county, and other applicable political subdivision; and (iv) Licensee is and shall be solely responsible for all Licensee Data or Third Party data derived from Licensee Data including, without limitation, any and all claims of third parties relating thereto (including claims that Licensee Data is erroneous, outdated or inaccurate).

(c) TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, MATRIX EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS RELATING TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE SYSTEM, THE SERVICES, AND ANY THIRD PARTY SYSTEMS AND SOFTWARE USED IN CONNECTION WITH THE SYSTEM), EXPRESS, IMPLIED AND STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. MATRIX EXPRESSLY DISCLAIMS ALL WARRANTIES RELATING TO THE FREQUENCY AND ACCURACY OF ANY LEGAL UPDATES, AND THAT THE OPERATION OF THE SYSTEM WILL BE FREE OF INTERRUPTIONS AND ERRORS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SYSTEM IS PROVIDED "AS-IS" AND WITH ALL FAULTS. FURTHERMORE, MATRIX IS NOT RESPONSIBLE FOR FAILURES OF EQUIPMENT, INTEGRATION WITH OR FAILURES OF THIRD PARTY SYSTEMS OR SOFTWARE, LOST DATA, ERRONEOUS, OUTDATED OR

INACCURATE DATA OR THIRD PARTY TELECOMMUNICATIONS OR DATA LINES. MATRIX DOES NOT WARRANT THAT ITS NETWORKS AND APPLICATIONS (OR THOSE OF ITS THIRD PARTY PROVIDERS) WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.

(d) In no event will any action against Matrix in connection with this Agreement be instituted more than one year after commencement of the incident that gave rise to such action.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL MATRIX BE LIABLE TO LICENSEE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OR LOST PROFITS ARISING OUT OF OR IN CONNECTION WITH TERMS OF THIS AGREEMENT, LICENSEE'S USE OR INABILITY TO USE THE SYSTEM, LOST, UNAVAILABLE OR DAMAGED DATA, THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, OR OTHERWISE IN CONNECTION WITH THE SYSTEM, RELATED DOCUMENTATION, THE SERVICES, AND/OR THIS AGREEMENT, EVEN IF MATRIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MATRIX'S TOTAL LIABILITY FOR ANY DAMAGES, DIRECT OR INDIRECT, IN CONNECTION WITH THE SYSTEM, THE RELATED DOCUMENTATION, AND/OR THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF THE TWELVE (12) MONTHLY LICENSE FEES PAYMENTS PAID PRECEDING THE DATE OF THE EVENT GIVING RISE TO LIABILITY OR THE DATE OF THE COMMENCEMENT OF THE ENSUING LEGAL ACTION, WHICHEVER IS LATER.

10. Confidential Information

Licensee agrees that the pricing and terms of this Agreement are confidential in nature and will not be posted on Licensee's public website. Matrix acknowledges that the information may be obtainable via standard public record request.

11. Data Hosting

(a) Applicable Policies and Guidelines. Matrix currently provides the Services through Amazon Web Services ("AWS"). As such, Licensee agrees to comply with the AWS policies, including its Acceptable Use Policies (the "Usage Guidelines"). YOU SHOULD CAREFULLY READ THE USAGE GUIDELINES. BY USING THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THE USAGE GUIDELINES AND ANY MODIFICATIONS TO THE TERMS. MATRIX MAY TERMINATE YOUR SERVICES FOR ANY VIOLATION OF THE USAGE GUIDELINES OR THIS AGREEMENT. Matrix may use any other infrastructure as a service provider as Matrix determines is necessary in order to provide Licensee the included services.

(b) Security. You are solely responsible for any security breaches affecting servers or accounts under your control. If your server or website is responsible for or involved in an attack on or unauthorized access into another server or system, Matrix will shut it down immediately. You will pay any charges resulting from the cost to correct security breaches affecting Matrix or any of its other customers.

(c) Commercial Advertisements via E-Mail. You will not use Matrix services, your account or server to send or facilitate in any way the transmission of unsolicited commercial email. Matrix will enforce substantial penalties, including charging you for related network costs and terminating your account, for violations.

12. Term and Termination

(a) Unless sooner terminated as set forth in this Agreement, the term of this Agreement shall begin on the Effective Date and continue on a month-to-month basis. Licensee may terminate

this Agreement for any reason and at any time upon written notice to Matrix, and such termination will be effective upon receipt by Matrix.

(b)   Matrix may terminate this Agreement if Licensee does not comply with any of its material terms; provided that Matrix is required to give Licensee written notice of such termination and thirty (30) days to cure the non-compliance. In addition, Matrix may terminate this Agreement if: (i) all or a substantial portion of the assets of Licensee are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy; (ii) a proceeding is commenced by or against Licensee for relief under bankruptcy or similar laws and that proceeding is not dismissed within sixty (60) days; or (iii) Licensee is adjudicated bankrupt.

If Licensee's use of the System is or is likely to be enjoined, Matrix may, in its sole discretion, either procure the right for Licensee to continue use of the System or modify the System in a functionally equivalent manner so as to avoid such injunction. If the foregoing options are not available on commercially reasonable terms and conditions, as determined by Matrix in its sole discretion, Matrix may terminate the Agreement and refund to Licensee the amount of the unused Licensee Fees.

(c)   Upon termination of this Agreement for any reason, all licenses will immediately terminate. Sections 1, 3, 5, 6, 7, 8, 9, 10, 11, 12, and 13 will survive any termination of this Agreement. Matrix will provide Licensee Data to Licensee in its native format (Example, Microsoft SQL) at no cost. If Licensee requests additional data management services, such services may be provided by Matrix for a fee to be mutually agreed to by the parties in writing.

13.   Miscellaneous

(a)   Entire Agreement.   This Agreement, with its Exhibits, contains Matrix's and Licensee's entire agreement with respect to the subject matter herein.   This Agreement may not be

modified except by written instrument signed by both parties and referring to the particular provisions to be modified. All terms, conditions, or provisions in a purchase order or confirmation shall be of no force and effect notwithstanding the execution of such purchase order or other document subsequent to the date of this Agreement.

(b)   Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and shall be governed by the laws of the State of Ohio and applicable federal law.   Licensee and Matrix hereby consent to the exclusive jurisdiction and venue of the courts of the State of Ohio, and Licensee hereby consents to and waives any objection regarding jurisdiction and venue in such courts. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement. All claims, controversies and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the State of Ohio.   The arbitration shall be conducted on a confidential basis and an award may be confirmed in a court of competent jurisdiction.

(c)   Notices. All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if delivered by hand or by confirmed facsimile; (ii) upon the fifth day after such notice is deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, or (iii) upon the date of the courier's verification of delivery at the specified address if sent by a nationally recognized overnight express courier.

(d)   Force Majeure. Neither party shall be in default if its failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including, without limitation, acts of God, civil commotion, strikes, labor disputes, Amazon Web Services interruptions, Internet service

interruptions or slowdowns, vandalism or "hacker" attacks (including, without limitation, by Licensee's employees or agents), or governmental demands or requirements.

(e) <u>Waiver</u>. The failure of either party to require performance by the other party of any provision of this Agreement or any Attachment shall not affect its right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provisions of this Agreement be taken or deemed to be a waiver of the provision itself.

(f) <u>Severability</u>. If any provision of this Agreement is invalid or unenforceable, that provision will be changed and interpreted to accomplish the parties' objectives to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.

(g) <u>Independent Contractor</u>. Nothing contained herein shall be deemed or construed as creating a joint venture or a partnership between Licensee and Matrix. Neither Licensee nor Matrix is by virtue of this Agreement authorized as an agent or other representative of the other.

(h) <u>Headings</u>. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, or describe the scope or extent of such section.

(i) <u>Injunctive Relief</u>. Licensee acknowledges that its breach or threatened breach of this Agreement would cause irreparable injury to Matrix that would be inadequately compensated in money damages. Accordingly, in addition to any and all other remedies that may be available under equity, law, or this Agreement, Matrix shall be entitled to a restraining order and/or an injunction prohibiting such breach to

protect Matrix's intellectual property interests, without the need to prove irreparable harm or provide a bond or other security.

(j) <u>Application of UCITA</u>. The parties agree that pursuant to Section 104 of the Uniform Computer Information Transactions Act (UCITA), they hereby express their mutual determination to "Opt-Out" of the provisions of UCITA and its application to this Agreement or the transaction of the parties and the parties further agree that UCITA shall not apply to this Agreement or the transaction of the parties. To the extent that certain provisions of UCITA may not be excluded under the law applicable to the Agreement or under the provision of Section 104 of UCITA, only those provisions that cannot be excluded by mutual agreement of the parties pursuant to Section 104 shall apply and no other provision of UCITA shall be applicable to the Agreement or the transaction of the parties.

(k) <u>Use of Name</u>. Licensee hereby authorizes Matrix to identify Licensee as a customer of Matrix, and to use Licensee's name in connection with any press release, any online or printed marketing materials, or for any similar use.

(l) <u>Assignment; Binding Effect</u>. Matrix may assign this Agreement without the consent of Licensee. Licensee may not assign this Agreement without the prior written consent of Matrix. This Agreement will inure to the benefit of and be binding upon each party and its respective successors and permitted assigns.

(m) <u>Counterparts</u>. This Agreement may be executed in separate original or facsimile counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument.

EXHIBIT A

Service Level Agreement

Matrix will provide hosted services using its AWS (Amazon Web Services) shared infrastructure.

Data Security and Backup

Data will NOT be hosted outside the United States. It will comply with the requirements to process Protected Health Information (PHI) and Criminal Justice Information (CJI). Data in transit and at rest is encrypted with 256- bit encryption with FIPS 140-2 certification.

Hosting includes database, document storage and backups according to the following schedule:

What	Frequency	Retention
Database Files	Weekly Full Backups with Daily Differential Backups	120 Days
Database Logs	Backups every 15 minutes	120 Days
Document File Stores	Hourly File Store Snapshot	120 Days
	Weekly Full Backups with Daily Differential Backups	120 Days

Matrix monitors and supports our hosted infrastructure 24/7.

Service Availability

Matrix will use commercially reasonable efforts to make the services available 24 hours a day, 7 days a week, except for scheduled downtime. Matrix will provide at least eight hours' notice for scheduled downtime. Matrix has historically provided over 99% up-time. Matrix will promptly notify Licensees of any unscheduled downtime.

Scheduled downtime will be planned for hours between 8:00 p.m. Eastern Time and 5:00 a.m. Eastern Time. Routine server maintenance is scheduled for weekends.

Maintenance and Support

As part of Maintenance, Licensee will receive monthly software releases and unlimited Support Services for designated Super Users during Matrix's support hours.

Matrix is currently on a monthly release cycle. Planned releases are currently scheduled for the first Thursday of every month for MatrixProsecutor, MatrixInvestigator, and MatrixPolice and the third Thursday of every month for MatrixCivil. Licensee will be notified of changes to the release schedule. Release notes are provided in Matrix Online Help with each release.

Once Licensee is live on the system, Super Users from Licensee's office will have direct access to the Matrix Support team Monday through Friday from 8 a.m. to 5 p.m. ET, excluding holidays. Unlimited Support is offered by telephone, email, and web ticket submission.

Matrix's support ticketing system includes a Knowledge Base containing information commonly requested by clients. Super Users are invited to attend webinars held periodically by Matrix. Additionally, all users have 24/7 access to the Matrix Online Help, which includes step-by-step feature guides, illustrations, recorded training webinars, video tutorials, and release notes.

When Licensee has a support request, it will contact Matrix Support by web ticket, email, or telephone. Requests will be classified based on complexity and criticality.

Complexity is classified as high, medium, and low:

Complexity	Description
High	Issue/problem is hard to trace and is likely to need extensive troubleshooting
Medium	Issue/problem is identified and appears to be a user issue, bug or data problem
Low	Issue/problem is a known issue, or an immediate solution is available

Requests that cannot be resolved immediately upon receipt by the Matrix Support team will be sent to the appropriate individual or team within Client Services or Engineering and prioritized by criticality. Criticality is classified as critical, urgent, routine, and low:

Priority	Description
1- Critical	Issue/problem has caused, or has potential to cause, the entire system to go down or to become unavailable or prevents a major component or function from being used, or there is significant potential for data integrity problems. This classification assumes there is no existing patch or acceptable workaround for the problem.
2 -Urgent	Issue/problem directly affects the public, or many stakeholders are prevented from using the system; the underlying problem significantly degrades the performance of the system or a major function or component of it, or materially restricts a Licensee's use of the system; or a commonly used feature often generates application errors, causes the system to freeze, or otherwise routinely does not work as intended. This classification assumes there is no existing patch or acceptable workaround for the problem.
3-Routine	Issue/problem that renders minor and non-critical functions of the system inoperable or unstable and other problems that prevent stakeholders or administrators from performing some of their tasks. The problem does not materially restrict use of the system, such as when a feature or combination of features generates minor or rare errors.
4-Low	All service requests and other problems that prevent a stakeholder from performing some tasks, but in situations where a workaround is available.

During support hours, member of the Matrix Support team will provide an initial response within the following time frames:

- less than one hour for a critical support request
- less than two hours for an urgent request
- less than four hours for a routine or low support request

Matrix will provide frequent status updates to the Super User who submitted the request as Matrix works to resolve the issue. Overall resolution time is dependent on Complexity and Priority.

Requests for a specific system feature will be submitted by the Matrix Support team to our development process for evaluation.

EXHIBIT B

Data Storage: MatrixStorage Terms

MatrixStorage allows for an unlimited number of files with no individual file size limits. MatrixStorage usage over the Base Storage is an additional monthly charge per terabyte (or TB), calculated as the sum of all stored files minus the Base Storage.

Terabytes are charged for in whole terabytes as measured, rounding up. For example, with Base Storage of 1TB, and usage of 2.2TB, Licensee would be charged for 2TB for that month.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-608615-45534.804AS

Issued: 08/30/2024

Quote Expiration:

Estimated Contract Start Date: 10/01/2024

Account Number: 480428
Payment Terms: N30
Delivery Method:

SHIP TO

Henrico County (VA) Commonwealth's Attorney Office
4301 E Parham Rd
Henrico,
VA
23228-2745
USA

BILL TO

Henrico County (VA) Commonwealth's Attorney Office
PO Box 90775
Henrico
VA
23273-0775
USA
Email:

SALES REPRESENTATIVE

Axel Seppala
Phone: 781 974 0642
Email: aseppala@axon.com
Fax:

PRIMARY CONTACT

Jennie Ellett
Phone: (804) 501-4218
Email: ell065@henrico.us
Fax: (804) 501-4110

Quote Summary

Program Length	120 Months
TOTAL COST	$1,656,000.00
ESTIMATED TOTAL W/ TAX	$1,656,000.00

Discount Summary

Average Savings Per Year	($53,828.00)
TOTAL SAVINGS	($538,280.00)

Payment Summary

Date	Subtotal	Tax	Total
Jun 2025	$468,000.00	$0.00	$468,000.00
Jun 2026	$132,000.00	$0.00	$132,000.00
Jun 2027	$132,000.00	$0.00	$132,000.00
Jun 2028	$132,000.00	$0.00	$132,000.00
Jun 2029	$132,000.00	$0.00	$132,000.00
Jun 2030	$132,000.00	$0.00	$132,000.00
Jun 2031	$132,000.00	$0.00	$132,000.00
Jun 2032	$132,000.00	$0.00	$132,000.00
Jun 2033	$132,000.00	$0.00	$132,000.00
Jun 2034	$132,000.00	$0.00	$132,000.00
Total	**$1,656,000.00**	**$0.00**	**$1,656,000.00**

Q-608615-45534.804AS

Quote Unbundled Price: **$1,117,720.00**
Quote List Price: **$1,117,720.00**
Quote Subtotal: **$1,656,000.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
101487	MATRIXPOINTE - MATRIXPROSECUTOR	1	12		$110.00	$11,000.00	$132,000.00	$0.00	$132,000.00
101484	MATRIXPOINTE - MATRIXSTORAGE	1	112		$50.00	$2,142.86	$240,000.00	$0.00	$240,000.00
101487	MATRIXPOINTE - MATRIXPROSECUTOR	90	112		$110.00	$107.14	$1,080,000.00	$0.00	$1,080,000.00
A la Carte Services									
101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	1			$250.00	$9,000.00	$9,000.00	$0.00	$9,000.00
101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	1			$250.00	$15,000.00	$15,000.00	$0.00	$15,000.00
101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	1			$250.00	$20,000.00	$20,000.00	$0.00	$20,000.00
101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	1			$250.00	$20,000.00	$20,000.00	$0.00	$20,000.00
101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	1			$250.00	$20,000.00	$20,000.00	$0.00	$20,000.00
101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	1			$250.00	$20,000.00	$20,000.00	$0.00	$20,000.00
101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	1			$250.00	$50,000.00	$50,000.00	$0.00	$50,000.00
101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	1			$250.00	$50,000.00	$50,000.00	$0.00	$50,000.00
Total							**$1,656,000.00**	**$0.00**	**$1,656,000.00**

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101484	MATRIXPOINTE - MATRIXSTORAGE	1	06/01/2025	09/30/2034
A la Carte	101487	MATRIXPOINTE - MATRIXPROSECUTOR	1	06/01/2025	05/31/2026
A la Carte	101487	MATRIXPOINTE - MATRIXPROSECUTOR	90	06/01/2025	09/30/2034

Services

Bundle	Item	Description	QTY
A la Carte	101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	1
A la Carte	101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	1
A la Carte	101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	1
A la Carte	101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	1
A la Carte	101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	1
A la Carte	101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	1
A la Carte	101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	1
A la Carte	101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	1

Q-608615-45534.804AS

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	4301 E Parham Rd	Henrico	VA	23228-2745	USA

Payment Details

Jun 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	101484	MATRIXPOINTE - MATRIXSTORAGE	1	$24,000.00	$0.00	$24,000.00
Annual Payment 1	101487	MATRIXPOINTE - MATRIXPROSECUTOR	90	$108,000.00	$0.00	$108,000.00
Implementation	101487	MATRIXPOINTE - MATRIXPROSECUTOR	1	$132,000.00	$0.00	$132,000.00
Implementation	101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	1	$20,000.00	$0.00	$20,000.00
Implementation	101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	1	$20,000.00	$0.00	$20,000.00
Implementation	101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	1	$20,000.00	$0.00	$20,000.00
Implementation	101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	1	$50,000.00	$0.00	$50,000.00
Implementation	101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	1	$50,000.00	$0.00	$50,000.00
Implementation	101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	1	$15,000.00	$0.00	$15,000.00
Implementation	101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	1	$9,000.00	$0.00	$9,000.00
Implementation	101488	MATRIXPOINTE - MATRIX IMPLEMENTATION	1	$20,000.00	$0.00	$20,000.00
Total				$468,000.00	$0.00	$468,000.00

Jun 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	101484	MATRIXPOINTE - MATRIXSTORAGE	1	$24,000.00	$0.00	$24,000.00
Annual Payment 2	101487	MATRIXPOINTE - MATRIXPROSECUTOR	90	$108,000.00	$0.00	$108,000.00
Total				$132,000.00	$0.00	$132,000.00

Jun 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	101484	MATRIXPOINTE - MATRIXSTORAGE	1	$24,000.00	$0.00	$24,000.00
Annual Payment 3	101487	MATRIXPOINTE - MATRIXPROSECUTOR	90	$108,000.00	$0.00	$108,000.00
Total				$132,000.00	$0.00	$132,000.00

Jun 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	101484	MATRIXPOINTE - MATRIXSTORAGE	1	$24,000.00	$0.00	$24,000.00
Annual Payment 4	101487	MATRIXPOINTE - MATRIXPROSECUTOR	90	$108,000.00	$0.00	$108,000.00
Total				$132,000.00	$0.00	$132,000.00

Jun 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	101484	MATRIXPOINTE - MATRIXSTORAGE	1	$24,000.00	$0.00	$24,000.00
Annual Payment 5	101487	MATRIXPOINTE - MATRIXPROSECUTOR	90	$108,000.00	$0.00	$108,000.00
Total				$132,000.00	$0.00	$132,000.00

Q-608615-45534.804AS

Jun 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	101484	MATRIXPOINTE - MATRIXSTORAGE	1	$24,000.00	$0.00	$24,000.00
Annual Payment 6	101487	MATRIXPOINTE - MATRIXPROSECUTOR	90	$108,000.00	$0.00	$108,000.00
Total				$132,000.00	$0.00	$132,000.00

Jun 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	101484	MATRIXPOINTE - MATRIXSTORAGE	1	$24,000.00	$0.00	$24,000.00
Annual Payment 7	101487	MATRIXPOINTE - MATRIXPROSECUTOR	90	$108,000.00	$0.00	$108,000.00
Total				$132,000.00	$0.00	$132,000.00

Jun 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 8	101484	MATRIXPOINTE - MATRIXSTORAGE	1	$24,000.00	$0.00	$24,000.00
Annual Payment 8	101487	MATRIXPOINTE - MATRIXPROSECUTOR	90	$108,000.00	$0.00	$108,000.00
Total				$132,000.00	$0.00	$132,000.00

Jun 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 9	101484	MATRIXPOINTE - MATRIXSTORAGE	1	$24,000.00	$0.00	$24,000.00
Annual Payment 9	101487	MATRIXPOINTE - MATRIXPROSECUTOR	90	$108,000.00	$0.00	$108,000.00
Total				$132,000.00	$0.00	$132,000.00

Jun 2034

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 10	101484	MATRIXPOINTE - MATRIXSTORAGE	1	$24,000.00	$0.00	$24,000.00
Annual Payment 10	101487	MATRIXPOINTE - MATRIXPROSECUTOR	90	$108,000.00	$0.00	$108,000.00
Total				$132,000.00	$0.00	$132,000.00

Q-608615-45534.804AS

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

8/30/2024

Q-608615-45534.804AS

CAPTURE TRUTH
ACCELERATE JUSTICE
PROTECT LIFE

COMMONWEALTH OF VIRGINIA
County of Henrico

**RFP 24-2659-3EMF
Case Management System
Questions for Clarification
Axon/Matrix**

Date: October 4, 2024

Respond to the following question by: October 11, 2024

1. Should your firm be awarded the contract the County will not be using the Omnia contract. The County will consider negotiated terms from the current contract 12-29-2022-Axon, however, provide a separate document listing each of the terms you are referring to. There are T&Cs from the body of the Agreement, Exhibit A Master Services and Purchasing Agreement for Agency as modified, or Exhibit B Henrico County Addendum?

Axon's response:

Given that there is an active contract, we propose that the full Contract 12-29-2022-Axon serve as the governing terms for this new RFP.

We can proceed in one of the following ways:

*a) **Update our Quote to reflect Contract 12-29-2022-Axon as the governing terms and conditions, requiring the County to sign this quote.** No other terms and conditions will be referenced.*
*b) **Create a formal amendment to Contract 12-29-2022-Axon to include the following modifications in the body of the Agreement:***
*- **In Section 1**, add and incorporate the Quote pursuant to this RFP as **Exhibit D**.*
*- **In Section 4**, amend the compensation section to include the new quote (Exhibit D).*

2. What would the price be for additional User Licenses for the following?
   a) Full license with security tiers: $100/user/month
   b) View only licenses: We do not offer a view only license

3. Resubmit your itemized pricing proposal listing Annual Subscription, One Time Cost including any Installation, Interface, Data Integration, Professional Services, Training, Optional Items and any other costs associated with provided the services of the Scope of Services of the RFP.

Take the following into consideration when providing pricing"

Integrations/Interfaces/Connections

1. ICR – in lieu of TEMPO, Casebuilder and ICR Builder we suggest the ability to access police reports via a common URL with the report number (ICR) appended to the end. The Successful Offeror would need to dedicate a field for this URL and allow the clicked URL to open in a new tab.
A dedicated field can be provided to hold a URL. The specifics of the URL would need to be determined by the police report hosts. The TEMPO, CaseBuilder, and ICR Builder Integrations have been removed from the pricing proposal.

2. Booking Queue – Henrico has the ability to collect specific arrest data that can be imported into our current system, thus creating an efficiency for our clerical staff for data entry. After seeing the Oral Presentations, we have identified an opportunity with the respective portal. This API would be on the Successful Offeror's side and allow our team to write the data to the portal for future processing, rather than manual data entry. The data would be pulled in using a single code source and put most of the burden on Henrico IT.
Matrix has an API that Henrico's IT can write the data to.

3. The County is no longer requesting integrations/interfaces to ViaPath or the Virginia Supreme Court-OCIS.
These integrations have been removed from the pricing proposal.

Edits to be made:

- Items to be removed: ~~Strikethrough~~
- Additions: in red

	One-Time	Monthly
Subscription (Matrix Shared Hosted)		
MatrixProsecutor License ($100/user/month x 90 users) additional user licenses are available for $100/user/month		$9,000
• Portal Users, Unlimited: Law Enforcement, Defense Attorneys		Included
• Data Storage Included: 5TB		Included
Additional Storage: $50/TB/Month if over base amount		
~~Integration Subscription Fee:~~	-	~~$2,000~~
Implementation Fees		
MatrixProsecutor Implementation/Training	$132,000	
Data Conversion (CATS) Option 1: 500 Columns/Fields of Data - $30,000 Option 2: 1,000 Columns/Fields of Data - $50,000 (Matrix Recommended)	$50,000	
File Conversion (Network Storage Drive)	$15,000	
~~Integration (ViaPath's OMSe)~~	~~$20,000~~	-
~~Integration (VA Supreme Court - OCIS)~~	~~$50,000~~	-
~~Integration (Casebuilder)~~	~~$20,000~~	-
~~Integration (ICR Builder)~~	~~$20,000~~	-
~~Integration (TEMPO)~~	~~$20,000~~	-
TOTAL (assumes data conversion option 2 & includes travel estimate)	**$206,000**	**$9,000**
Travel Estimate: Matrix estimates 3 trips for this project. Travel will be based on actual GSA rates.	$9,000	

New Pricing

	One-Time	Monthly

Subscription (Matrix Shared Hosted)		
MatrixProsecutor License ($100/user/month x 90 users)		$9,000
• additional user licenses are available for $100/user/month		
• Portal Users, Unlimited: Law Enforcement, Defense Attorneys		Included
• Data Storage Included: 5TB		Included
Additional Storage: $50/TB/Month if over base amount		
Implementation Fees		
MatrixProsecutor Implementation/Training	$132,000	
Data Conversion (CATS) Option 1: 500 Columns/Fields of Data - $30,000 Option 2: 1,000 Columns/Fields of Data - $50,000 (Matrix Recommended)	$50,000	
File Conversion (Network Storage Drive)	$15,000	
TOTAL (assumes data conversion option 2 & includes travel estimate)	**$206,000**	**$9,000**
Travel Estimate: Matrix estimates 3 trips for this project. Travel will be based on actual GSA rates.	$9,000	

CASE MANAGEMENT SYSTEM

HENRICO COUNTY VIRGINIA OFFICE OF THE COMMONWEALTH'S ATTORNEY

RFP Number: RFP No. 24-2687-4EMF

Submitted By: Axon Enterprise, Inc.

Address: 17800 N 85th Street Scottsdale, AZ 85255

Phone: 800.978.2737

Fax: 480.991.0791

AXON

TABLE OF CONTENTS

AXON

A. COVER LETTER

May 30, 2024

Eileen Falcone, CPPB
Purchasing Manager
Henrico County Virginia Office of the Commonwealth's Attorney
8600 Staples Mill Road
Henrico, VA 23273

DEAR MS. FALCONE, CPPB:

By issuing RFP No. 24-2687-4EMF, Case Management System, Henrico County Virginia Office of the Commonwealth's Attorney (the Office) is offering vendors the chance to provide a total Prosecution Case Management solution for the Office as a key element in helping you procure a fully integrated solution to act as a central digital platform for all legal matters handled by your Office. Axon Enterprise, Inc. (Axon) understands this solution is intended to address the Office's need for a centralized case tracking and management solution to support the daily operations of the Office and to improve the efficiency and productivity of the staff and attorneys.

To meet these needs, Axon has partnered with Matrix Pointe (Matrix) to deepen the integration between your existing Justice DEMS solution, Axon Justice Premier, and the industry's leading case management system (CMS), MatrixProsecutor. Matrix provides case management software for the justice system, including criminal prosecution, investigation, law enforcement, and civil matters. We serve clients nationwide at the federal, state, and local levels. Clients include the Washington D.C. Office of the U.S. Attorney, a number of state Attorney Generals offices, and numerous county and city prosecutor's offices. While the API integration between Axon Justice and Matrix is not new, the partnership now allows Axon to officially sell Matrix as part of its robust ecosystem of public safety and justice solutions. The result of this partnership is a seamless workflow management through the justice process, from evidence collection and review to case organization and the courtroom.

For many agencies, case management systems are outdated and clunky, leading agencies to look at newer solutions or attempt to build their own CMS. The Office can leverage its existing relationship with Axon to utilize Matrix's solution. Moreover, Axon's customer success manager will be the point of contact for both Axon and Matrix solutions.

The proposed solution consists of the following major elements:

▶ **MatrixProsecutor** is a web-based, comprehensive prosecutor case management system. It provides prosecutors with a single solution that meets all case and workflow requirements from case intake through appeal. The system automates the key functions of the prosecutor's office enabling prosecuting attorneys and support staff to be more effective and efficient. Additionally, it provides meaningful integration across the entire justice

system increasing productivity, decreasing operating cost and accelerating the timely disposition of justice.

▶ **MatrixCrime** is a portal that facilitates the electronic submission of case information from law enforcement to the prosecutor's office. Law enforcement agencies require both timely access to accurate information and a tool to effectively communicate with prosecutors. The integration between MatrixCRIME and MatrixProsecutor affords officers the relevant case information and the features to easily assemble and upload charge packages to the prosecutor's office.

▶ **MatrixExchange** is a discovery portal that allows defense attorneys to receive discovery sent electronically from MatrixProsecutor and includes simple registration using the integrated address book.

▶ **MatrixProbation** is a portal that allows probation officers to review specified case documents stored in MatrixProsecutor.

Together, these elements provide a holistic solution that will help achieve the Office's goals of obtaining a fully integrated solution providing a central digital platform for all legal matters handled by the Office capable of upgrades and minimal maintenance from a vendor who will provide expertise, implementation services and associated on-going support necessary to provide a total Prosecution Case Management system.

We are pleased to leverage our partnership with Matrix Pointe and provide the Office with a centralized case tracking and management solution that integrates with Axon Justice Premier.

If you have any questions regarding our proposal, pricing, or products, please contact Justice Account Executive Axel Seppala by phone at 781.974.0642, or by email at aseppala@axon.com. You may also contact Senior Proposal Manager Julia Leibelshon by phone at 480.502.6249, or by email at jleibelshon@axon.com.

Sincerely,

Robert E. Driscoll, Jr.
Deputy General Counsel

ATTACHMENT A
PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP") No. **24-2660-3EMF Consultant Services for an Electronic Payment Platform** .

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):   Axon Enterprise, Inc.
ADDRESS: 17800 N. 85th Street   Scottsdale, AZ 85255
FEDERAL ID NO: 86-0741227
SIGNATURE: *RAEnJSh*
NAME OF PERSON SIGNING (PRINT): Robert Driscoll
TITLE: Deputy General Counsel
TELEPHONE: 800-978-2737
FAX: 480-991-0791
EMAIL ADDRESS: contracts@axon.com
DATE: 5/17/24

ATTACHMENT B
BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: __Axon Enterprise, Inc.__

This form completed by: Signature:_____ Title:_Robert Driscoll, Deputy General Counsel_

Date:__05/23/24_____

PLEASE SPECIFY YOUR <u>BUSINESS CATEGORY</u> BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

☐ **SMALL BUSINESS**

☐ **WOMEN-OWNED BUSINESS**

☐ **MINORITY-OWNED BUSINESS**

☐ **SERVICE-DISABLED VETERAN**

☐ **EMPLOYMENT SERVICES ORGANIZATION**

☐ **NON-SWaM (Not Small, Women-owned or Minority-owned)**

SUPPLIER REGISTRATION – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia's electronic procurement portal, http://eva.virginia.gov.

eVA Registered? ☒ **Yes** ☐ **No**

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.

_____ **NUMBER** _____ **DATE**

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of $10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. **"African American"** means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.

2. **"Asian American"** means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

3. **"Hispanic American"** means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.

4. **"Native American"** means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Employment services organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror:

[X] is a corporation or other business entity with the following SCC identification number:
____F1798547_____ **-OR-**

[ ] is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

[ ] is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) **-OR-**

[ ] is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: [ ]

ATTACHMENT D
PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR: <u>Axon Enterprise, Inc.</u>

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342(F) in writing, either before or at the time the data or other materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE
Tab 2 – B. System Requirements	15-20	Redacted language provides proprietary and trade secret system details
Tab 2 – C. Security	20-24	Redacted language provides proprietary and trade secret system details
Tab 2 – G. Implementation Services	26	Redacted language provides proprietary and trade secret details about our implementation methodology
Tab 2 – H. Post-Implementation Technical Support Services	27-28	Redacted language provides proprietary and trade secret details about our support methodology
Tab 2 – I. Training; Implementation Plan	28-33	Redacted language provides proprietary and trade secret details about our training and implementation methodology
Tab 2 – J. Project Management	34-41	Redacted language provides proprietary and trade secret details about our implementation methodology
Tab 4 – Offeror Qualifications, Experience, Resumes and References	44-49	Redacted language identifies clients and is proprietary/trade secret and client-confidential information that cannot be disclosed without client approval
Tab 5 – Project Approach and Methodology	51-55	Redacted language provides proprietary and trade secret details about our training and implementation methodology
Appendix A – MatrixProsecutor Features	71-96	Redacted language and images provide proprietary and trade secret system details
Appendix E – System Architecture Diagram	97	Redacted image provides proprietary and trade secret system architecture details
Attachment H	All	Redacted language and images provide proprietary and trade secret system details

F. COUNTY OF HENRICO INSURANCE SPECIFICATIONS – ATTACHMENT E

ATTACHMENT E

COUNTY OF HENRICO

INSURANCE SPECIFICATIONS

The following insurance coverages and limits are required in order to provide goods, services, construction, professional and non-professional services to Henrico County general government agencies and Henrico County Public Schools. These requirements are specific to this procurement and may or may not be the same for future requests.

Please be sure and review the Additional Requirements Section

The Successful Bidder/Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder/Offeror, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia and that is representative of the insurance policies. The Certificate shall show that the policy has been endorsed to add the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. ***The certificate must not show in the description of operations section that it is issued specific to any bid, job, or contract.*** The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Best or a rating acceptable to the County. In addition, the Successful Bidder/Offeror shall agree to give the County a minimum of 30 days prior notice of any cancellation or material reduction in coverage.

<u>Workers' Compensation</u>

Statutory Virginia Limits
Employers' Liability Insurance - $100,000 for each Accident by employee
$100,000 for each Disease by employee
$500,000 policy limit by Disease

<u>Commercial General Liability</u>

$1,000,000 each occurrence including contractual liability for specified agreement
$2,000,000 General Aggregate (other than Products/Completed Operations)
$2,000,000 General Liability-Products/Completed Operations
$1,000,000 Personal and Advertising injury
$ 100,000 Fire Damage Legal Liability

<u>Business Automobile Liability</u> – including owned, non-owned and hired car coverage

Combined Single Limit - $1,000,000 each accident

<u>Umbrella Liability</u>

$2,000,000 Per Occurrence and in the aggregate

Page 32 of 38

Additional Requirements

In addition to the requirements above, the Successful Bidder/Offeror shall thoroughly review the scope of work that is included and if any of the following are included in the services that will be provided, the following additional insurance will be required, if required:

☐ **Professional Liability - $2,000,000 Per Occurrence (or limit in accordance with Statute for Medical Professional)**
Required if the Scope includes providing advice or consultation including but not limited to; lawyers, bankers, physicians, programming, design (including construction design), architects & engineers and others who require extensive education and/or licensing to perform their duties.

☒ **Cyber Liability - $2,000,000 Per Occurrence**
Required if the Scope includes the collection and electronic transmittal of Personal Health Insurance (PHI), or any other demographic data on individuals including but not limited to Name, Address, Social Security Numbers or any other sort of personally identifying information.

☐ **Abuse and Molestation Coverage - $1,000,000 Per Occurrence**
Required if the scope of work includes the offering of professional or non-professional services to any child or student where one on one contact or consultation is to be provided.

☐ **Pollution Liability - $1,000,000 Per Occurrence**
Required if the scope of work involves the use (other than in a motor vehicle) or removal of a substance or energy introduced into the environment that potentially has an undesired effect or affects the usefulness of a resource. These include, but are not limited to Asbestos, PCB's, Lead, Mold, and Fuels.

☐ **Explosion, Collapse & Underground Coverage (XCU)**
Required of a Contractor in limits equal to the General Liability Limit when the Scope includes any operations involving Blasting, any work underground level including but not limited to wires, conduit, pipes, mains, sewers, tanks, tunnels, or any excavation, drilling, or similar work.

☐ **Builders Risk Coverage**
Required if the scope of work includes the ground up construction of a structure. Limit of insurance   shall be 100% of the completed value of the structure. For projects for the renovation of an existing structure, The County shall insure the Builder's Risk with the Contractor being responsible for the first $10,000 of any claim.

☒ **Other as Specified Below**
Technical Eror & Omissions Coverag. Minimum limit $1,000,000.

NOTE 1: The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The County makes no representation or warranty as to how the Bidder/Offeror's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Bidder/Offeror's responsibilities outlined in the contract documents.

NOTE 2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. This insurance shall apply as primary insurance and non-contributory with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

NOTE 3: Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

NOTE 4: The Certificate Holder Box shall read as follows:
County of Henrico
Risk Management
PO Box 90775
Henrico, VA 23273

Axon complies with the County's insurance specifications. Copies of our insurance policies are provided below.

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 09/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	INSURER A: National Casualty Company	11991
	INSURER B: The Insurance Co of the State of PA	19429
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES   CERTIFICATE NUMBER: 570101846047   REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			WS11010690 Foreign General Liab.	09/30/2023	08/01/2024	EACH OCCURRENCE	$1,000,000
	☐ CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$50,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	Excluded
	OTHER:						Master Program Agg	$3,000,000
B	AUTOMOBILE LIABILITY			WS11010690 Foreign Contingent Auto	09/30/2023	08/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	
	X OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
A	X UMBRELLA LIAB X OCCUR			UNO0000164	08/01/2023	08/01/2024	EACH OCCURRENCE	$9,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$9,000,000
	☐ DED ☐ RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N	N/A	WS11010690 Foreign Vol Comp/EL	09/30/2023	08/01/2024	☐ PER STATUTE X OTHER	state of hire fo
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE *Aon Risk Insurance Services West Inc.*

ACORD 25 (2016/03)   The ACORD name and logo are registered marks of ACORD

Holder Identifier :   Certificate No : 570101846047

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:		
Aon Risk Insurance Services West, Inc. Phoenix AZ Office 4300 East Camelback Rd. Suite 460 Phoenix AZ 85018 USA		PHONE (A/C. No. Ext): (866) 283-7122		FAX (A/C. No.): (800) 363-0105
		E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED		INSURER A: AIG Specialty Insurance Company		26883
Axon Enterprise, Inc.; MediaSolv Solutions Corporation; Vievu, LLC 17800 N. 85th Street Scottsdale AZ 85255 USA		INSURER B: Continental Casualty Company		20443
		INSURER C: Indian Harbor Insurance Company		36940
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES CERTIFICATE NUMBER: 570102072127 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	
	DED [ ] RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	E&O - Technology			015460315 Cyber/E&O Clms Made SIR applies per policy terms & conditions	09/30/2023	08/01/2024	Agg/Ea Claim SIR	$5,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	AUTHORIZED REPRESENTATIVE *Aon Risk Insurance Services West, Inc.*

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY			NAMED INSURED
Aon Risk Insurance Services West, Inc.			Axon Enterprise, Inc.; MediaSolv Solu-
POLICY NUMBER			
See Certificate Number: 570102072127			
CARRIER		NAIC CODE	**EFFECTIVE DATE:**
See Certificate Number: 570102072127			

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25   **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES   If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
B	E&O - Technology - Excess			752304716 5Mx5M Cyber/E&O Clms Mad	09/30/2023	08/01/2024	Agg/Ea Claim	$5,000,000
C	Cyber Liability - Excess			MTE903292008 5Mx10M Cyber/E&O Clms Ma	09/30/2023	08/01/2024	Agg/Ea Claim	$5,000,000

ACORD 101 (2008/01)

TAB 2 – STATEMENT OF THE SCOPE

SCOPE OF SERVICES

Matrix notes that the Office of the Commonwealth's Attorney for the County of Henrico seeks a reliable legal case management and trial software system that outperforms the capabilities of the existing system. We provide solutions that that are Criminal Justice Information Services (CJIS) compliant and adhere to all CJIS guidelines for the protection of private or sensitive information gathered by local, state, and federal law enforcement agencies. We understand that the system must incorporate best practices (and any potential certifications) on handling Personally Identifiable Information (PII) and Personal Health Information (PHI).

Matrix can provide a solution with the following capabilities:

▶ The ability to have centralized case tracking and management.

▶ The ability to remain a single, seamless repository where all information about a matter can be stored, accessed, viewed, searched, and updated efficiently.

▶ The ability to support data entry, case status tracking, investigative review, case file assembly, case management, contact management, document storage, electronic file management, records management, discovery response production, FOIA management and the ability to schedule and maintain a calendar of all events associated with a matter.

▶ The ability to report on office efficiency, productivity, and case outcomes without vendor involvement.

Matrix notes that the Office of the Commonwealth's Attorney for the County of Henrico desires a system that has robust integration into Axon, ViaPath's OMSe, and various law enforcement software programs that your law enforcement partners utilize. Matrix also provides an open API in which your developers could interact with the system from your custom, internally developed applications.

Matrix will provide the Office of the Commonwealth's Attorney for the County of Henrico a sound, proven implementation plan for the software system that allows for continuity of service to the Office's staff during installation, cutover, and training activities. We further note that Matrix is responsible for providing the project management, analytical, and technical services necessary to install, develop, test and maintain the proposed solution. We recognize that these tasks will include but are not limited to:

▶ Documentation of existing and future hardware and software configurations

▶ Identification and tracking of budgetary issues

▶ Documentation and execution of training,

▶ Testing authentication procedures,

▶ Conducting requirements-based functional and technical testing

▶ Preparing hardware recommendations and functional requirements

▶ Preparing risk mitigation plans.

A. GENERAL REQUIREMENTS

1. Commercial, off the shelf ("COTS") software package that includes the required functionality, flexible configuration capabilities, dynamic reporting and search capabilities, and dashboards. The County will consider either a cloud (vendor-hosted) solution or an on-premises (County-hosted) solution. A vendor-hosted cloud solution should provide unlimited data storage. If cloud hosted, the provider must be approved by the County.

Complies. MatrixProsecutor offers robust configuration capabilities, allowing businesses to tailor the system to meet their unique operational needs without requiring extensive customization. MatrixProsecutor excels in dynamic reporting and search functionalities, enabling users to generate real-time insights and easily locate critical information through intuitive search queries. Its comprehensive dashboard features provide a centralized view of key performance indicators, facilitating data driven decision-making. Designed with scalability and user-friendliness in mind, MatrixProsecutor empowers organizations to optimize their processes, improve efficiency, and better serve the constituents of their communities.

Matrix proposes a hosted solution in our cloud-hosted AWS environment. Our hosted solution uses native cloud storage. All data is kept within the United States. This platform allows us maximum flexibility, scalability, and security for our hosted clients. All instances are logically segregated based on functional purpose and application tier (i.e., web server, automation server, database server, etc.). As such, the Matrix application suite is compliant with the CJIS Security Policy as a minimum standard. Data within our hosted network environment is encrypted in-flight and at-rest using FIPS 140-2 and FIPS 197 compliant algorithms.

2. The Office must migrate data from its existing CATS system and files saved on network storage drives to the new System. Therefore, the Office requests a data conversion/migration plan for certain existing data. Existing legacy data includes data contained in the Office's existing CATS system and approximately 1TB of various documents and files saved on an existing network storage drive. The files saved on the existing network storage drive consist primarily of .pdf, Microsoft Office file types and common image file types. In addition, there are approximately 93,000 various word documents consuming 18GB in the Public Safety DFS CATS directory, as well as approximately 17,300 files consuming 40GB in the eDiscovery directory as of January 3, 2024.

Complies. Matrix notes that the office is requesting a data migration from the Office of the Commonwealth's Attorney for the County of Henrico's existing CATS system and files saved on network storage drives to the new system. In our cost proposal, we have reflected the cost of completing this requested conversion/migration plan for certain existing data.

Matrix will review your conversion requirements and include in a specification document, the specific conversion criteria for data elements in the current system. We will develop programs and scripts to migrate your data and we will conduct a system test of all conversion software to demonstrate its functionality and performance before conversion. Matrix thoroughly tests the data from multiple conversion runs before turning over data for the client project team to review and approve before commencing conversion into the Production site. Finally, clients must ultimately review and sign off on converted data into the Production site.

B. SYSTEM REQUIREMENTS

The Office seeks a System offering a combination of features and functionality that will maximize the Office's productivity. The following is a summary of the functionality the County seeks in a system. The functional requirements attached to this RFP as Attachment H lists the Office's system functionality requirements in more detail. In addition the System should:

1. Case Tracking: The System must provide an automated mechanism to track the status of matters, including cases and caseloads.

Complies. MatrixProsecutor is designed to streamline the complexities of tracking legal cases from inception to resolution. With its sophisticated case tracking capabilities, MatrixProsecutor enables legal professionals to manage deadlines, court dates, client communications, and document submissions efficiently. The system's intuitive interface ensures that all case-related information is easily accessible and organized, reducing the risk of oversight, and improving case outcomes. Enhanced by powerful search functions and customizable alerts, MatrixProsecutor ensures that legal teams stay on top of their caseloads, providing superior service to their clients while optimizing workflow and productivity.

2. Prosecution Case Management: The System must provide automated information necessary to effectively manage each matter. The System must be able to track a defendant's case related to a specific criminal incident as it proceeds through lower and upper Courts, multiple case numbers, possible co-defendants and subpoena multiple people per hearing (event). The System should include comprehensive search capabilities, including defendants, witnesses, victims, court events, subpoenas, law enforcement officers and included the capability to perform Optical Character Recognition (OCR) upon upload, process metadata, index and make searchable words within stored documents, and perform searches for specified words within documents.

Complies. Virtually any task or matter that your office has an interest in tracking can be completed with our software. The system can provide automated information necessary to effectively manage each matter through system features like ███████████████████████ ██ ██ ██ ██ ████████████████████████

MatrixProsecutor features a robust System Search that allows users to quickly search MatrixProsecutor to find Matters, parties, files, and more. System Search options include common data ██████████████████████████████████████ ████████████████████████████ and Full Text search. Full Text searches ███████████████████ ██ ██ ██ ██

██ ██ ██ ██ ██

3. Contact Management: The System must track every individual, agency and entity related to a case and/or the Office and have a central repository easily searched for contact information.

Complies. Users can be easily added, managed, deactivated, and reactivated as needed from the Address Book. ██

██

██

██

██

███████████████████████████████████

4. Scheduling: The System must schedule and maintain a calendar of all events (court hearings, motions, meetings, etc.) associated with a matter or user and have an intuitive user interface that will integrate with and leverage available Office 365 features, including email, calendar and Office applications

Complies. Office and personal calendars track appointments and hearings. Calendar syncs with Microsoft Exchange. Use the matter calendar to manage appointments related to a matter and its cases. ██

Additionally, ██

██

██

██

██

██

██

██

██

██

██

██

██

██

██

██

██

██

██

██

██████████████████████████████

5. Reporting Outputs: The System must include an ad hoc reporting capability with little vendor involvement. The System must produce reports showing the types of matters and the status of matters currently active, as well as the attorneys assigned to those matters.

Complies. The Data Explorer Feature allows ad hoc report creation ████████████████████

██

██

██

██
██
████████████████████████████

███
███
██
███
██
██
███
██

6. FOIA Management: The System should be able to manage FOIA requests and allow for tracking of time and producing reports for billing purposes.

Complies. MatrixProsecutor can manage FOIA requests. ██████████████████
███
███
████████████████████

██
██
██
██

7. Data Entry and Other Related Features: The System must support data entry and other related features within the System.

Complies. MatrixProsecutor excels in supporting seamless data entry and a suite of related features that enhance overall efficiency and accuracy. Its user-friendly interface simplifies the process of inputting case details, client information, and pertinent documents, minimizing the risk of errors and ensuring consistency. Advanced features like ███████████████████████
███
███
█████████████████████████████ ensuring that all information is meticulously organized and easily retrievable. This comprehensive approach to data entry and management empowers offices to focus more on their clients and less on administrative tasks, ultimately improving productivity and case outcomes.

8. Document and Records Management: The System must provide robust document assembly and management functionality, including indexing, version management, a means to create blacklines, redaction tools, and the ability to perform word searches across and within various types of documents. The System must provide the ability to scan documents directly into the system and allow documents and emails to be dragged directly into the System. The System must provide a means to manage and control document versions, including tools for efficiently checking revision history for all versions of a document. The System should allow customizable retention periods to be assigned to cases and documents.

Complies. In the system, ██
██
███

███
███

MatrixProsecutor features a robust System Search that allows users to quickly search MatrixProsecutor to find Matters, parties, files, and more. System Search options include common data ███
██████████████████████████ and Full Text search. Full Text searches ████████████████████
██
██
██
██
██
██
██
███
██
██
██

9. **Audit Trail: The System must provide a clear audit trail to track and document all changes made within the System and provide reports of audit logs for a given case, person, event, or evidence. Audit records must show what the original entry contained, new entry and date and time of the change, and the user who made the change. The System must also track and show when any part of a matter/case has been viewed by a user, to include but not limited to user identification, time of access and any changes that may have been made.**

Complies. Matrix has the capability to conduct time-correlated audit events for the actions listed. Matrix provides audit logs of system usage (including deletions). Additionally, all modifications made within the system are logged by an audit trail.

██
██
████████████████████████████

10. **Security: The System must be able to support levels of security based on user roles and at a minimum provide administrator, attorney, staff, view only and sensitive roles. Cases must be able to be marked sensitive or restricted and not searchable or viewable until they are released from that confidential role.**

Complies. With Matrix, the Office of the Commonwealth's Attorney for the County of Henrico can efficiently configure role-based privileges and then assign users to roles. To maintain accountability and secure access to Matrix applications or associated data, Matrix applies permissions-based roles. ██
██
██
██
██
██
██████████████████████████████████████

11. Discovery Management: The System must provide tools for processing, producing the discovery response, storage of related uploaded documents, reviewing generated response, and securely transmitting documents in an e-discovery portal. The System should include tools for marking documents with multiple designations (e.g., restricted dissemination, privileged, responsive, nonresponsive, and by issue), recognize duplicate documents, and strong redaction tools.

Complies. The Discovery feature, integrated into each matter, ███

██

███

12. System Availability: The System must provide a minimum of a 99.9% uptime guarantee. The System must be available 24 hours a day, 7 days a week, and 365 days a year with planned maintenance and upgrades communicated at a minimum 14 days in advance. The System must have technical help desk support during normal business hours. The vendor must offer software application support during planned upgrades outside of typical business hours, as requested by the County.

Complies. ███

██

███

[REDACTED]

C. SECURITY

1. <u>AUDITING</u> - All changes to information resources require a change approval that is documented and stored securely. Changes to network devices are to be logged for forty-five (45) days. All users must be uniquely identified. Group or shared IDs are prohibited. The following minimum set of events/actions must be logged and kept:
   a. Additions, changes or deletions to data produced by IT systems;
   b. Identification and authentication processes;
   c. Actions performed by system operators, system managers, system engineers, technical support, data security officers, and system administrators; and
   d. Emergency actions performed by support personnel and/or highly privileged system security resources.

The audit trails must include at least the following information:
   • Date and time of event;
   • User ID of person performing the action;
   • Type of event;
   • Asset or resource name and type of access;
   • Success or failure of event;
   • Source (terminal, port, location, IP address) where technically feasible; and,
   • Identification and authentication processes.

Complies. Audit trails include date and time of event, the user ID of the person performing the action, the type of event, the asset or resource name and type of access, the success or failure of the event, the source from which the information was accessed, and identification and authentication processes.

2. <u>General Requirements</u>
a. **The System shall support the following user rights: create, update, read, and deletion to the various modules.**
b. **The System shall include a permission management policy allowing users to manage access to specific matters, documents, records, and data fields.**
c. **The System must be able to support levels of security based on user roles and at a minimum provide administrator, attorney, staff, view only and sensitive roles. Cases must be able to be marked sensitive or restricted and not searchable or viewable until they are released from that confidential role.**
d. **The System shall also have the ability to limit access to certain records (e.g., juvenile, child abuse and neglect, etc.) to those users authorized to view them.**
e. **The System shall be able to adapt to upgrades as operating systems advance and provide continued security amongst those changes of the latest supported release (e.g., Windows 10 to Windows 11 and iOS 16 to iOS 17 etc.)**

Complies. MatrixProsecutor supports the user's ability to create, update, read, and delete various modules. As stated, MatrixProsecutor includes a permission management policy which allows users to manage access ██ The system can support levels of security based on user roles and, at a minimum, provides administrators, attorneys, and staff "view only" and sensitive roles if desired. ███████████ ██ ███████████████ MatrixProsecutor is adaptable to operating system upgrades. Operating system upgrades do not affect the software's security continuity.

Matrix logs a relevant list of events for user, activity, date and time, including data on documents, matters, and case record creation. ██████████████████████████ ██ ██ █████████████████████████████████

3. <u>Security Incidents</u> – **During implementation and subsequent support periods, the Successful Offeror must thoroughly investigate and document all security incidents. The Successful Offeror shall notify the County within twenty-four (24) hours upon initial detection of an incident. The Successful Offeror shall follow industry standard abatement procedures until complete containment of the security breach. At a minimum, the following events shall be treated as security incidents:**
a. **Two (2) or more failed attempts per system day to access or modify security files, password tables or security devices;**
b. **Disabled logging or attempts to disable logging;**
c. **Two (2) or more failed attempts to access or modify confidential information within a week (5 business days); and**
d. **Any unauthorized attempts to modify software or to disable hardware configurations.**

Complies. Matrix can treat the events listed above as security incidents. As part of the Matrix CJIS Security Policy compliance documentation, Matrix has developed and maintains an Incident Response Plan which covers Business Continuity and Recovery. Matrix's Incident Response Plan includes detailed planning scenarios, recovery objectives, assumptions, incident response team configurations, incident response checklists, notifications, and declarations and escalations in the event of emergencies.

An incident is a violation or imminent threat of violation of information system security policies, acceptable use policies, data breach, or standard information security practices. An incident response capability is necessary for rapidly detecting incidents, minimizing loss and destruction, mitigating the weaknesses that were exploited, and restoring services. Security events, including identified weaknesses associated with the event, shall be communicated in a manner allowing timely corrective action to be taken. In the event of a security incident, Matrix shall conduct the necessary activities including preparation, detection and analysis, containment, eradication, and recovery activities.

As part of the Matrix CJIS Security Policy compliance documentation, Matrix has developed and maintains an Incident Response Plan which covers Business Continuity and Recovery. Matrix Pointe Software's Incident Response Plan includes detailed planning scenarios, recovery objectives, and a thorough customer notification process.

Matrix uses AWS spanning multiple availability zones. The AWS Disaster Recovery Plan can be found here: https://docs.aws.amazon.com/wellarchitected/latest/reliability-pillar/plan-for-disaster-recovery-dr.html.

4. <u>**Intrusion Detection System**</u> **– The Successful Offeror must have an intrusion detection system in place that records information for all network devices and stores the logs for forty-five (45) days. The intrusion detection system must send alerts to a 24-hour monitor and can alert network personnel if deemed necessary.**

███
██

5. **The Successful Offeror must install and provide a means to install all applicable security patches and/or hot-fixes recommended by the applicable hardware or software vendor and disable services and applications not serving the Office's business requirements.**

████████████████████████████████████ This plan enables rapid response to feedback in the form of improved usability, feature enhancements, new modules, and bug fixes. ███████
██
██
██
███████████████████

6. **The system must restrict the application and features to authorized users by leveraging access control lists.**

Matrix can restrict application and feature access to authorized users ██████████████
██
██
██
███
███
███

7. **All web traffic must be encrypted.**

Matrix's SaaS offering is currently hosted on AWS (Amazon Web Services). Our hosted solution uses native cloud storage. All data is kept within the United States. This platform allows us maximum flexibility, scalability, and security for our hosted clients. All instances are logically

segregated based on functional purpose and application tier (i.e., web server, automation server, database server, etc.). As such, the Matrix Pointe application suite is compliant with the CJIS Security Policy as a minimum standard. Data within our hosted network environment is encrypted in-flight and at-rest using FIPS 140-2 and FIPS 197 compliant algorithms.

8. Regular review of standards, process, logs, configurations, with County IT personnel.

Matrix employs ███
████████████████████████████ Members of our software engineering department would collaborate with County IT personnel as frequently as needed.

9. <u>Confidential Information Security Requirements</u> – Confidential Information is non-public information that if disclosed could result in a negative impact to the County, its employees, or citizens and may include information or records deemed to be private, privileged, or sensitive. This includes but is not limited to information that contains personally identifiable information (PII), protect health information (PHI), social security numbers (SSN), names, phone numbers, address, and date of birth.
   The Successful Offeror and System must secure this information as follows:
   a. Must meet Federal Policy and Guidelines, IRS Security of Confidential Information, Official Documents, Tax Data, Personnel and Property 30.6.1 https://www.irs.gov/irm/part30/irm_30-006-001.html.
   b. Do not place confidential or sensitive data on any application servers, database servers, or infrastructure components that require direct access from the Internet.
   c. Implement cryptographic solutions (encryption) when the confidentiality or sensitivity of information must be maintained while a message is in transit between computing devices and when confidential or sensitive information is stored in a file or database.
   d. Establish appropriate procedures to protect documents, computer media, information/data, and system documentation from unauthorized disclosure, modification, removal, and destruction, including suitable measures to properly dispose of media when it is no longer needed.

Matrix does not place confidential or sensitive data on any application servers, database servers, or infrastructure components that require direct access from the Internet. ██████████
██
██
███ By implementing a combination of technical, administrative, and physical controls, along with proper media disposal methods, Matrix can effectively protect their clients' documents, computer media, information/data, and system documentation from unauthorized disclosure, modification, removal, and destruction. They regularly review and update these measures to maintain a robust security posture in the face of evolving threats.

10. <u>Authorization</u> – **The Successful Offeror shall implement the following authorization controls:**
   a. **Implement a documented process to ensure that access privileges are verified at least annually;**
   b. **Implement an automated process to ensure that individual user sessions either time out or initiate a password protected screen saver after a period of ten (10) minutes of inactivity;**
   c. **Implement a documented process to ensure that access rights immediately reflect changes in employee status within twenty-four (24) hours of the change;**
   d. **Implement a documented process to ensure that physical and logical access is immediately disabled upon a change in employment status where appropriate;**
   e. **Implement an automated process to ensure that user IDs are disabled after sixty (60) days of inactivity unless they are extended through the explicit approval of an administrator (Note: Functional IDs may be exempted from this requirement);**
   f. **Implement a documented process to ensure that all default access capabilities are removed, disabled, or protected to prevent unauthorized use;**
   g. **Implement a process/system to ensure that access privileges are traceable to a unique user ID; and,**
   h. **Implement an automated display, after a successful logon, showing the date and time of last successful logon and the number of unsuccessful logon attempts since the last successful logon.**

███

████████████████ If awarded a contract with the Office of the Commonwealth's Attorney for the County of Henrico, Matrix would implement a documented process to ensure that access rights immediately reflect changes in employee status within 24 hours of the change. However, restrictions to personnel access can also be enabled ███████████████████████████████ ██████████████████ The Matrix implementation team and engineering team will work with the County IT to ensure that the correct role-based security privileges are configured correctly within the system.

D. CONFIDENTIALITY AND NON-DISCLOSURE

The Successful Offeror will come into contact or have access to confidential, privileged, and sensitive information while performing the Contract. All personnel of the Successful Offeror (including any subcontractors) must sign the Non-Disclosure Statement (Attachment G – Sample Non-Disclosure Form). All personnel must adhere to the Non-Disclosure Statement. All personnel must be CJIS certified and maintain their certification.

Complies.

E. LICENSING

There are approximately 90 concurrent users able to view and edit depending on permissions, and a minimum of 6 users with view privileges only requiring access to the proposed system. The table that follows provides a breakdown of those users by agency.

User Organizations	Number of Users
Office of the Commonwealth's Attorney (ability to edit within tiers of security)	85
Office of the Commonwealth's Attorney (view only)	5
Information Technology	5
Judge's Chambers (view only)	1
Police (view only)	Minimum of 5

Complies. Permissions are configurable, and certain users can be assigned view only privileges as required by the Office.

F. DEPLOYMENT PLATFORMS

The System shall be able to be utilized on Windows and all standard mobile device software. The System shall adapt to upgrades as operating systems advance and provide continued security amongst those changes of the latest supported release (e.g., Windows 10 to Windows 11 and iOS 16 to iOS 17, etc.).

MatrixProsecutor can be utilized on Windows and all standard mobile device software. MatrixProsecutor adapts to upgrades as operating systems advance and provides continued security among those changes of the latest supported release.

G. IMPLEMENTATION SERVICES

1. <u>Installation/Configuration</u> – The Successful Offeror shall provide services to install, configure, troubleshoot, and test the System for all end users to ensure proper function and compliance with requirements. The County will have the right to inspect, test, and verify that the Successful Offeror has successfully completed this task.

As part of Matrix's implementation strategy, client sites are thoroughly tested to ensure all services are running properly to support various features and tools used in Matrix. The client, in coordination with Matrix, will complete the User Acceptance Test (UAT) to ensure configurations are set to support the office's business.

2. <u>Conversion Services</u> – Upon request, the Successful Offeror shall provide data conversion services to migrate the County's legacy data with 100% accuracy. We expect to move over all old cases from the current case management system and prior case management system, Virginia Commonwealth's Attorney's Information System (VCAIS). The legacy data to be migrated may include .pdf and common image file types, and Microsoft Office file types (including Outlook file types). The County will have the right to inspect, test, and verify that the Successful Offeror has successfully completed this task.

Matrix will convert data elements ████████████████████████. Matrix will develop a conversion plan that includes mapping, developing a conversion program and script, running test conversions, reconciling data, running production conversion, and reconciling data. The client's responsibility lies in providing access to all source data by providing a copy or subset of data ██ ████████████ for use on the Matrix development servers. The client will also be responsible for reviewing and approving mapping, as well as reviewing final test conversion and approving conversion into production. Lastly, the client will sign-off and accept converted data.

3. <u>Training</u> – The Successful Offeror shall provide appropriate training services to the Office and the County's technical staff. Technical proficiency within the Office varies considerably and the Successful Offeror must design the training to successfully train least proficient users.

Complies. Matrix provides an extensive training program with options for on-site and remote formats. Matrix conducts training for varying knowledge levels ████████████████████████ █████ to enable them to become system experts. Matrix's training plan is customized to accommodate an office's workflow and requirements. The training will reflect any policy decisions or workflow efforts identified by the office. All training materials will be in an electronic format.

H. POST-IMPLEMENTATION TECHNICAL SUPPORT SERVICES

1. The Successful Offeror shall make support personnel available for phone, email, text, web conferencing (and other real-time interactive technology), and, when necessary, on-site support of the System during normal business hours to provide technical support.
2. The Successful Offeror shall offer an annual support and maintenance program to address problems that arise and to provide periodic patches, updates, upgrades, and new functionality. Such upgrades shall be provided at no cost to the County so long as a valid maintenance and support agreement, or if applicable software as a service licensing agreement, is in place.
3. The Successful Offer shall provide a process for prioritizing issues and escalating issues not resolved within the anticipated resolution period.

/ SERVICE DESK SUPPORT AND SUPPORT PERSONNEL

██
██
██
██
██████████████████████████████████████

██
██
██
██
███████████████████████████████████████

  ██ ██
  ██ ██████████████████████████████████████
  ██ ██

██
██
██
████████████████████████████████████

██
██████████████

██
██
██
██
██████████████████████████████████

/ SUPPORT AND MAINTENANCE

██
██
██

██
██████████████████████████████████████

██
███████████████████████████████

███
██
███
███
██
███
████████████████

██
██
██
██
██
██
██
██
██
██

██
████████████████

I. TRAINING

1. The County requests pricing for a combination of train-the-trainer and vendor-led training. However, the County remains open to either on-site train-the-trainer or vendor-led end user training.

Matrix pricing for implementation and training is based upon a vendor-led training model but we encourage active participation from County trainers.

2. The County would prefer a training approach that includes an initial training session for user administrators; a training session for user administrators to implement a train-the-trainer approach; and an initial training session for general users.

Training curriculum is customized to accommodate your workflow and office requirements. The training will reflect any policy decisions or workflow re-engineering efforts identified by your office.

3. Training for application administrators and end users must cover the System's base functionality, configured features, and customized features.

The system is highly configurable. ██████████████████████████████
██████████████████████████████████████

[black redaction bar]

4. Training must prepare the County application administration staff to administer and maintain the System after go-live, and post-production support must cover additional training, including updated user administrator training with each version release fully and completely.

Matrix provides an extensive training program for varying knowledge levels and will work with ▮ [black redaction bar] Matrix will be responsible for developing training plans and training documentation that support the system's functionality and business processes. Matrix will discuss the best approach to training with the client project team and provide training to client users [black redaction bar].

[black redaction bars]

5. End user training must provide County staff with a complete understanding of the System's features and functionality. End user training must be designed to be appropriate for an audience with varying levels of technical proficiency. The County expects training to provide users with the ability to accomplish their normal duties without a reduction in service to its customers. End user training should be conducted just prior to go-live.

End user training will provide County staff with a complete explanation of the system's features and functionality. End user training is designed to be appropriate for an audience with varying levels of technical proficiency. Training will provide users with the ability to accomplish their normal duties without a reduction in service to customers. [black redaction bars]

6. The Successful Offeror must provide detailed documentation and reference materials for each administrator and end user, including updated users' manuals with each version release.

For questions about using system features, [black redaction bars]

7. The Successful Offeror shall propose a complete training strategy for administrators and end users and include a list of documentation and reference materials the Successful Offeror will provide.

Matrix has found that using a methodology with clear segments and objectives has contributed to the overall success of our implementation projects. Matrix continually improves upon this methodology to incorporate lessons learned from experiences with prior implementations to make future implementations as effective as possible.

Matrix strives to meet the challenges each office faces during implementation and transition to a new case management system. Our team works very closely with the client during each segment of the project. We pride ourselves in taking the time to get to know our clients and identify their concerns and challenges prior to training. Consequently, this allows the transition for the client to be as seamless as possible.
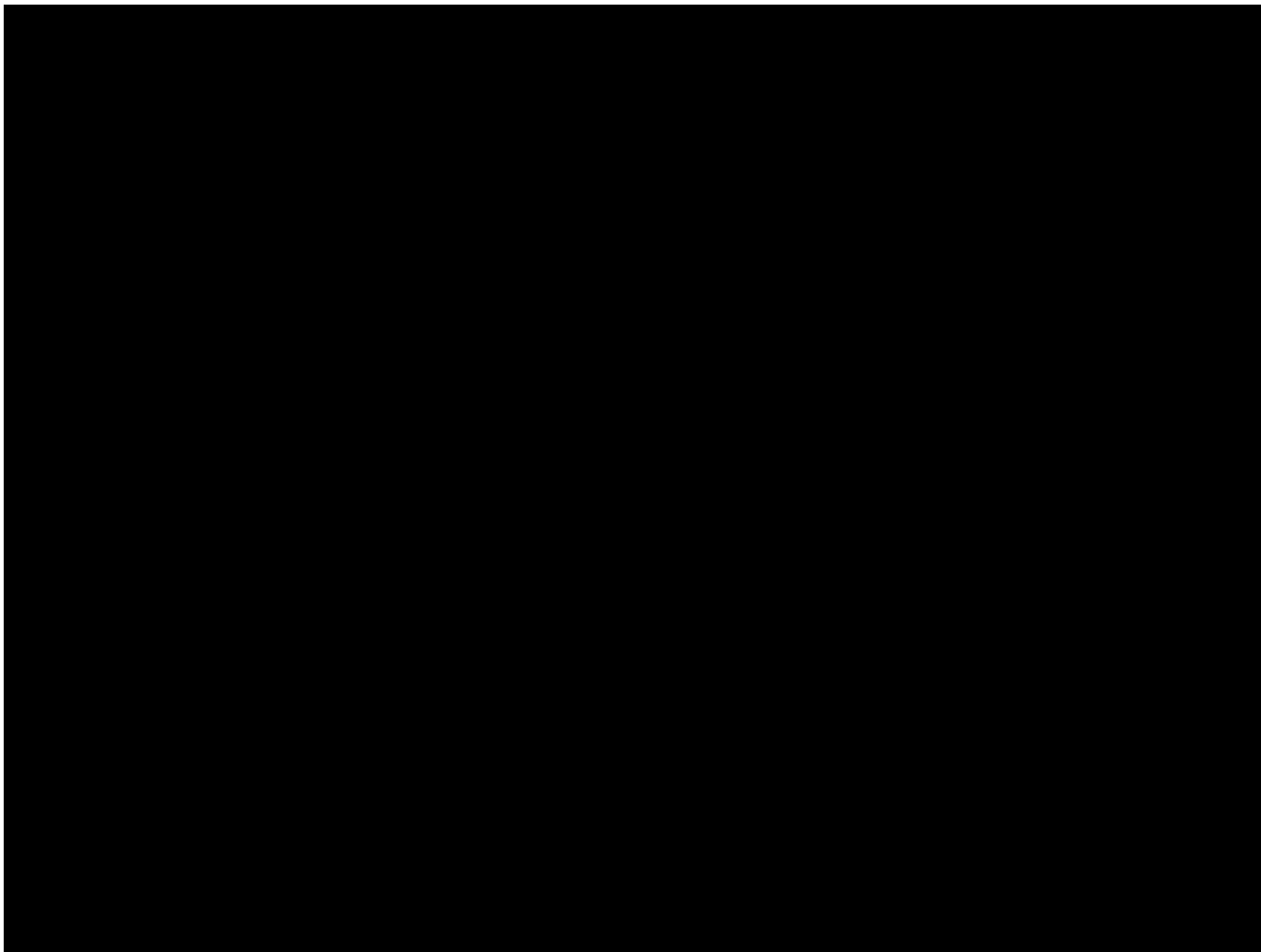
██████████

- ████████████████████████████████
- ████████████████████████
- ██████████████
- ██████████████████
- ██████
- ████████████
- ████████
- ████████████████████
- ████████████████

Based on our implementation experience, Matrix proposes the following set of responsibilities by segment for the project team. Project success hinges upon each team member's contribution to the project during the necessary phase.
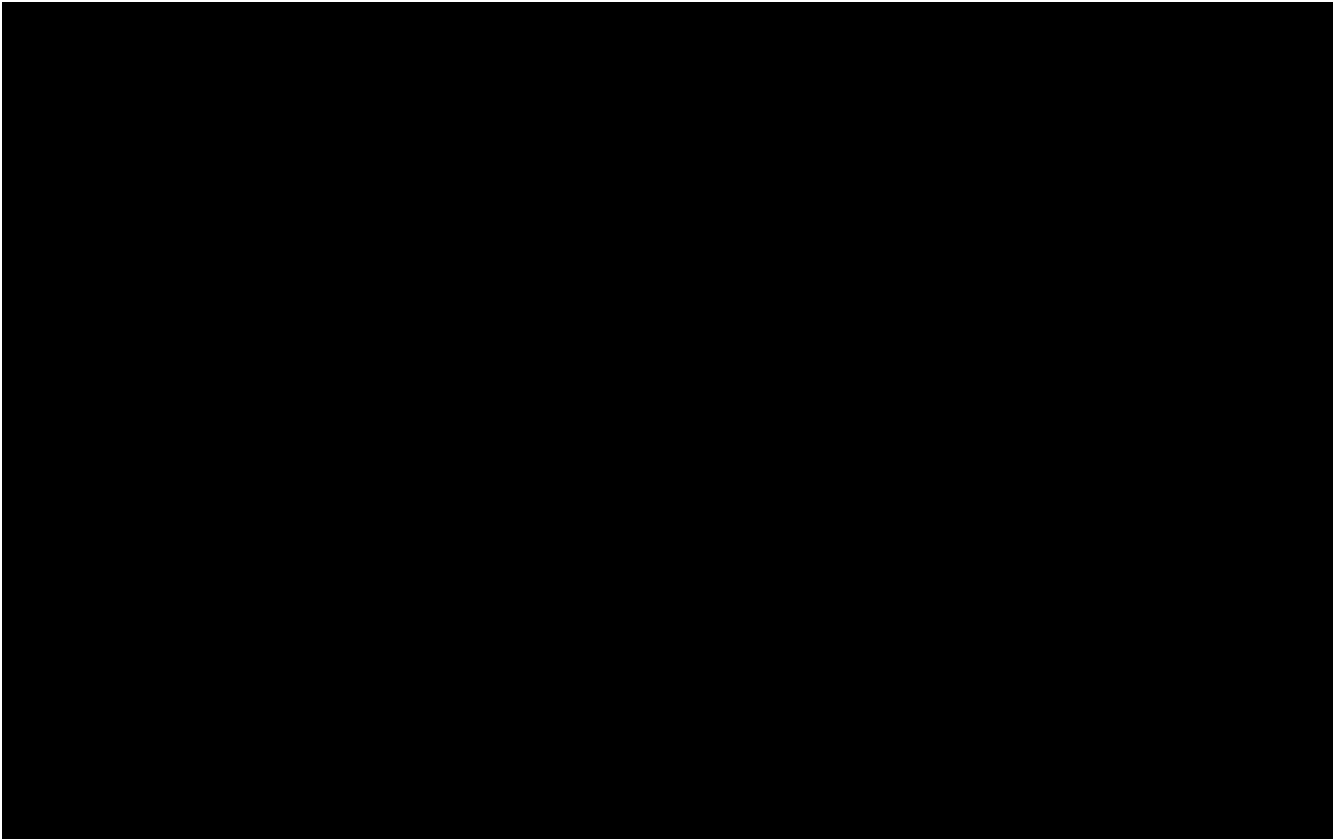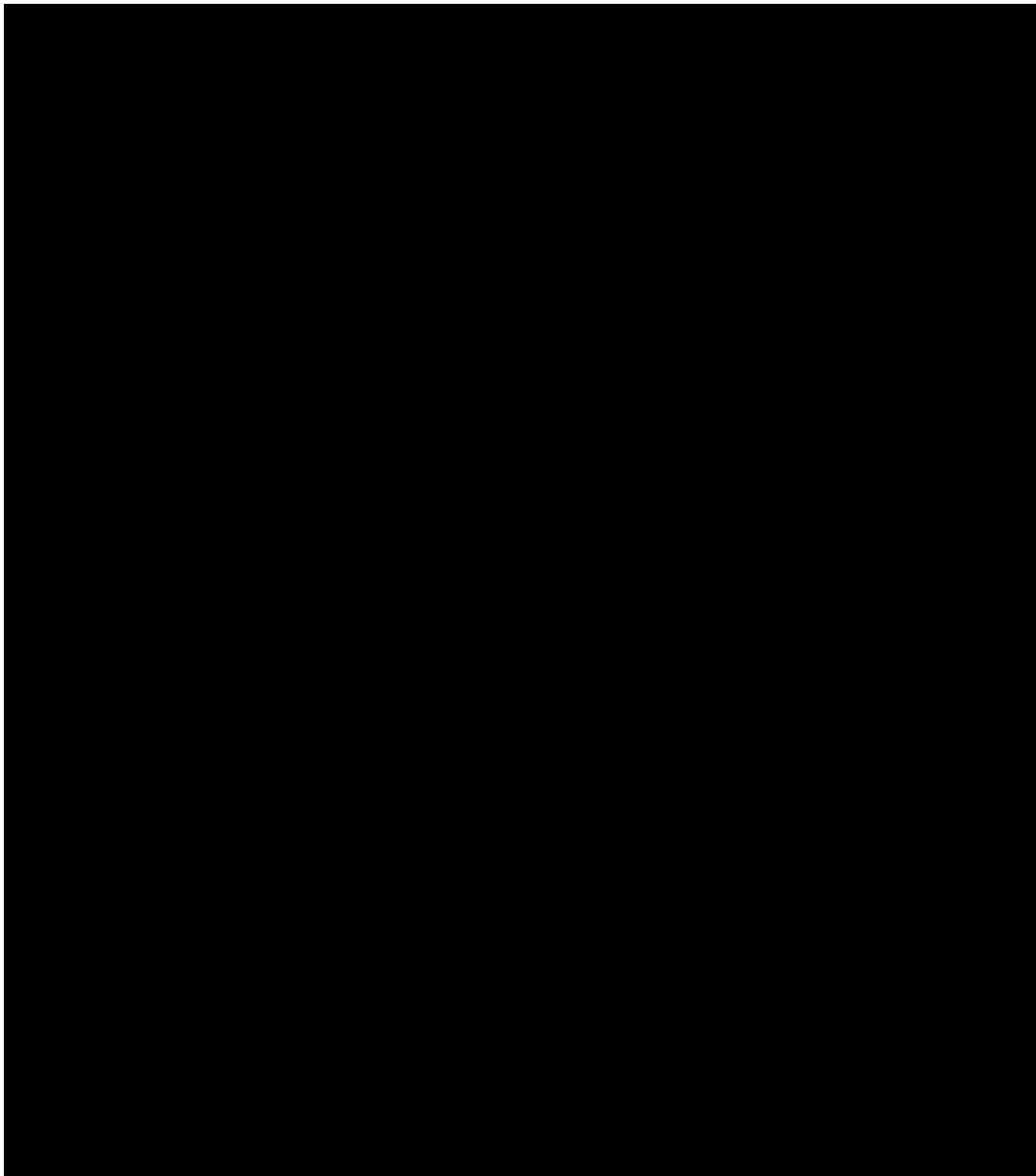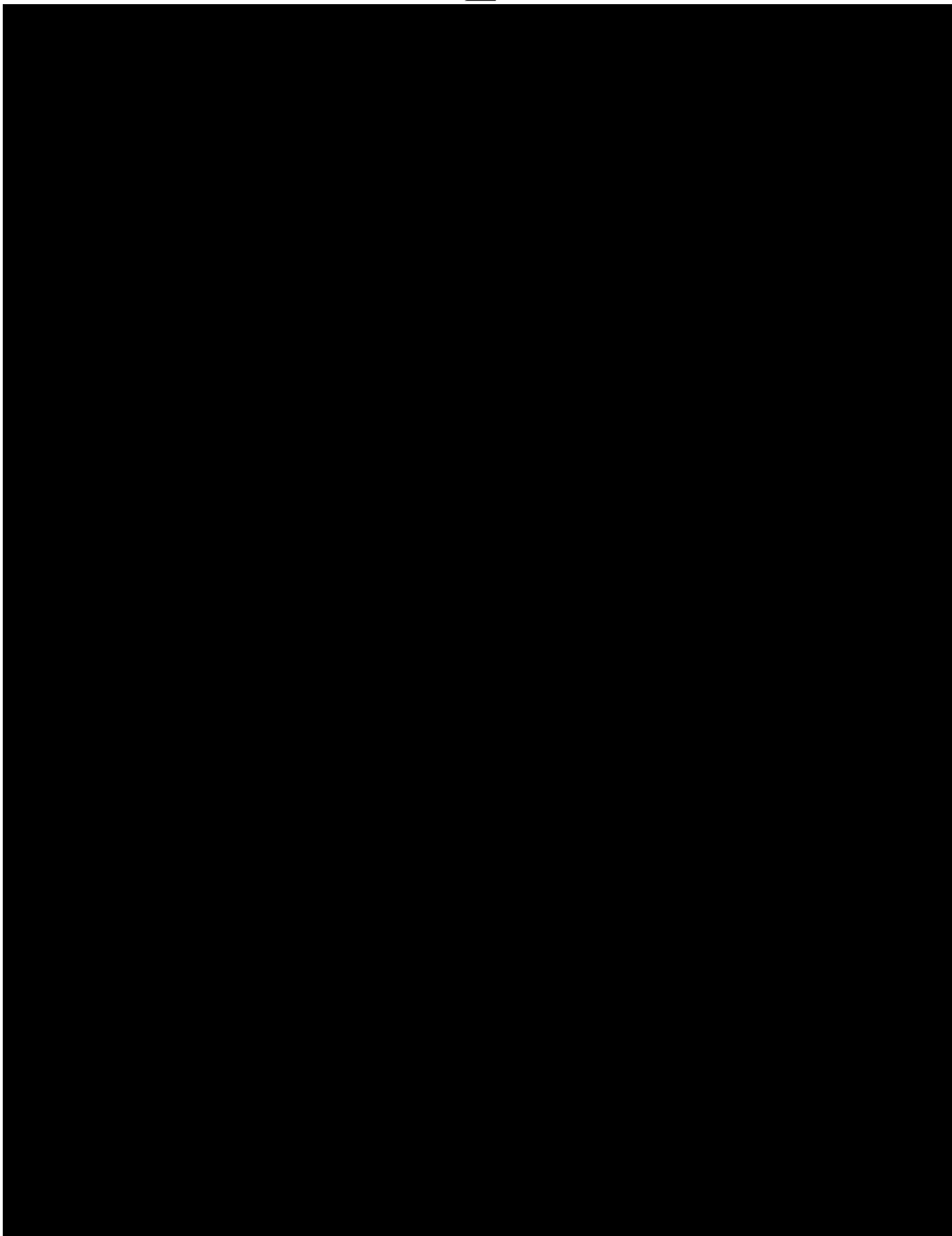
1. **The County will designate a project manager to coordinate all work and make project-related decisions on contract matters in writing.**

   The Matrix Project Manager is responsible for creating the project plan and resource management plan and will update and report progress compared to these plans for the life of the project. Additionally, the Matrix Project Manager is responsible for managing and compiling metrics for the status reports delivered weekly to the client. The Matrix Project Manager will deliver reminders, when necessary, and work with the client on billing and contracts and ensure the project is adhering to the Matrix Project Implementation Methodology. Matrix uses project management tools to track project progress and performance.

2. **The Successful Offeror must provide a single project manager who is responsible for all aspects of implementation of the System. This project manager will be the Successful Offeror's primary point of contact throughout the entire implementation. The Successful Offeror's project manager may work at a remote location so long as communication requirements are met. The County will provide space for the project manager when the project manager is on County premises.**

3. **After conferring with the Successful Offeror, the County shall have the right to require replacement of any project manager or personnel assigned by the Successful Offeror whom the County reasonably determines to be unacceptable. The replacement project manager or personnel must have equal or greater qualifications as his or her predecessor(s). The Successful Offeror must work in good faith to ensure satisfactory turnover and knowledge transfer from one person to the other in the event of County-approved personnel changes. The Successful Offeror shall not charge the County for any additional expense associated with the Successful Offeror's replacement staff being oriented to the County's project.**

   Axon and Matrix notes that the County reserves the right to require replacement of any project manager or personnel assigned whom the County reasonably determines to be unacceptable. We note that the replacement project manager or personnel must have equal or greater qualifications as their predecessor. Matrix Pointe agrees to work in good faith to ensure satisfactory turnover and knowledge transfer from one person to the other in the event of County-approved personnel changes. Matrix Pointe agrees that it shall not charge the County for any additional expense associated with Matrix Pointe's replacement staff being oriented to the County's project.

4. **The Successful Offeror must propose a plan for System implementation. The proposal should include, at a minimum, the information listed in this section (the "Project Plan"). Within 15 days after the Contract is executed, the Successful Offeror shall provide an updated Project Plan. In addition, the parties will schedule a project kick-off meeting to occur within 15 days after the Contract is executed (or as soon as possible thereafter) to discuss the Project Plan and develop a schedule for the QA Plan and Implementation Plan.**

Please refer to Section I, Matrix's nine project segments, listed above in our proposed plan for system implementation. Within 15 days after the Contract is executed, Matrix shall provide an updated Project Plan. Additionally, Matrix's project manager will schedule a kick-off meeting to occur within 15 days after the contract is executed to discuss the Project Plan and develop a schedule for the QA Plan and Implementation Plan.

   a. **Project Plan**
   i. **Issue management and resolution;**
   ii. **Risk management and mitigation;**
   iii. **Resource management and deployment approach;**
   iv. **Automated tools, including application of software solutions;**
   v. **Configuration management – approach and solution;**
   vi. **Project management – project team, work breakdown structure, schedules, milestones, and resources;**
   vii. **Document repository and control;**
   viii. **Calendar of events and deadlines, identifying and describing deliverables and milestones;**
   ix. **Decision support and prioritization;**
   x. **Project deliverable review procedures;**
   xi. **Customer/stakeholder relationship management; and**
   xii. **Reporting of status and other regular communications with the county project team, including a description of the Successful Offeror's proposed method of ensuring adequate and timely reporting of information.**

ISSUE AND RISK MANAGEMENT

Matrix's issue management approach entails the Matrix Client Services Lead working with the Project Manager to elevate any issues or project risks for quick resolution. Risks are categorized as High, Medium, or Low and mitigation plans include one or more resolutions that are acceptable to the client. Matrix will execute the mitigation plan upon approval of the client's project manager. Risks, risk categorization, and mitigation plans are documented in weekly project memos.

RESOURCE MANAGEMENT AND DEPLOYMENT APPROACH

The Matrix Project Manager is responsible for creating the project plan and resource management plan and will update and report progress compared to these plans for the life of the project. Additionally, the Matrix Project Manager is responsible for managing and compiling metrics for the status reports delivered weekly to the client. ███████████████████████ ████████████████████████

AUTOMATED TOOLS

██
████████████████████████████████

CONFIGURATION MANAGEMENT

The Matrix system is highly configurable. ██████████████████████████████
███
██
██

PROJECT MANAGEMENT

Insofar as system implementation is concerned, please refer to Section I, Training, for elaboration upon Matrix's full implementation methodology. To reiterate, Matrix has found that using a methodology with clear segments and objectives has contributed to the overall success of our implementation projects. Matrix continually improves upon this methodology to incorporate lessons learned from experiences with prior implementations to make future implementations as effective as possible.

Matrix strives to meet the challenges each office encounters during implementation and while transitioning to a new case management system. Our team works closely with the client during each segment of the project. We pride ourselves in taking the time to get to know our clients and identify their concerns and challenges prior to training. Consequently, this allows the transition for the client to be as seamless as possible.

██████████████

█████████████████████████████

███████████████████████

███████████████████

██████

██████

█████████████

████████

██████████████████████

███████████████

MATRIX ROLES/RESPONSIBILITIES

MATRIX CLIENT SERVICES LEAD

The Matrix Client Services Lead is the client's primary contact person and project lead during the project. The Client Services Lead is responsible for scheduling and leading weekly or biweekly meetings with the client project team. The Client Services Lead will:

- ▶ Lead the Project's Kickoff meeting
- ▶ Learn and understand the requirements and needs of the client office
- ▶ Coordinate site spin-up and configure the system for the client
- ▶ Prepare and send weekly project memos
- ▶ Set implementation dates up front in coordination with the Matrix Project Manager

- Schedule, develop, and deliver client training
- Schedule and manage post Go Live support with the client to ensure a smooth transition

MATRIX CLIENT SERVICES STAFF

The Matrix Client Services Staff will be available to support the Matrix Client Services Lead, Project Manager and will assist where needed with activities including site spin up testing, client training, client support, and the development of training and help documentation.

MATRIX ENGINEERING LEAD

The Matrix Engineering Lead will be responsible for coordinating the development of new features or defect correction. Additionally, the Matrix Engineering Lead is responsible for aiding in technical issue resolution as well as site deployment and spin-up.

MATRIX ENGINEERING STAFF

The Matrix Engineering Staff is responsible for working with the Engineering Lead to support the development of new features, defect correction, and technical issue resolution.

/ DOCUMENT REPOSITORY

Documents are managed utilizing industry standard best practices ███████████████████████
███
███████████████████████

/ CALENDAR OF EVENTS AND DEADLINES

At the beginning of each implementation, the Matrix Project Manager will establish a definitive project timeline including key events and deadlines. These dates are mutually agreed upon by the client and the Matrix project team.

/ DECISION SUPPORT AND PRIORITIZATION

Matrix uses a proven project management methodology to identify and define what actions are required to manage project scope and deliver a project's requirements. Matrix will work with the County should deviations in scope, cost, or schedules arise. Matrix will evaluate requested changes and present revisions to workplans, schedule and cost for the County's approval.

/ CUSTOMER/STAKEHOLDER RELATIONSHIP MANAGEMENT

The Matrix Project Manager is responsible for creating the project plan and resource management plan and will update and report progress compared to these plans for the life of the project. Additionally, the Matrix Project Manager is responsible for managing and compiling metrics for the status reports delivered weekly to the client. The Matrix Project Manager will deliver reminders, when necessary, and work with the client on billing and contracts to ensure the project is adhering to the Matrix Project Implementation Methodology. Matrix uses project management tools to track project progress and performance.

Matrix believes that keeping clients informed through regular status reports is essential to a successful implementation of our software. The Matrix Project Manager and the Client Services Lead will work together to fulfill Matrix project management responsibilities.

The Matrix Client Services Lead works to understand the requirements and needs of the office and configure the system for client use. The Matrix Client Services Lead will send weekly project memos and will work to set implementation dates up front in coordination with the Matrix Project Manager. This resource is also responsible for developing and delivering client training. The Client Services Lead will schedule and participate in the post Go Live follow up to ensure a smooth transition.

The Matrix Client Services Lead will also work with the Project Manager to elevate any issues or project risks for quick resolution/mitigation.

   b. QA Plan
     i. Requirements Traceability Matrix (RTM): Develop and maintain an RTM to track and report to the County which functional and technical requirements have been satisfied during each phase of the project.
     ii. Testing and Acceptance: Each requirement in the RTM should include a test case to ensure 100% test coverage.
       • **The RTM will record test results.**
     iii. Data conversion/migration: Propose a data conversion/migration plan.
     iv. Architectural review of system requirements, integrations, and related services.
       • **Pre-implementation: Provide a system design drawing customized for the County's environment.**
       • **Post-implementation: Provide an as-built design drawing for the County's environment.**

The quality assurance (QA) process is a critical aspect of any project to ensure that work related to the production of acceptable deliverables stays on track and meets or exceeds expectations. A proactive QA process not only focuses on meeting the schedule but also emphasizes maintaining high product and service quality. As indicated in our traditional nine-step implementation methodology above, Matrix uses a proven project management methodology to identify and define what actions are required to deliver a project's requirements. We use project management software to track and ensure that the work is completed according to the project's schedule and budget. The Matrix Project Manager ensures the project adheres to project methodology and the implementation approach is appropriate and followed throughout the project. All written deliverables will be reviewed to ensure quality before being submitted to the County. The Project Manager will ensure all deliverables meet high standards. The Matrix Project Manager, in conjunction with the Matrix Founder and Chief Software Architect, works to ensure client satisfaction.

/ UAT

The client's sites are thoroughly tested to ensure all services are running properly to support various features and tools used in Matrix. The client, in coordination with Matrix, will complete the User Acceptance Test (UAT) to ensure configurations are set to support the office's business.

/ DATA CONVERSION

Matrix will review your conversion requirements and include in a specification document, the specific conversion criteria for data elements in the current system. We will develop programs and scripts to migrate your data and we will conduct a system test of all conversion software to demonstrate its functionality and performance before conversion. Matrix thoroughly tests the data from multiple conversion runs before turning over data for the client project team to review and approve before commencing conversion into the Production site. Finally, clients must ultimately review and sign off on converted data into the Production site.

/ARCHITECTURAL REVIEW

Matrix Pointe is proposing a hosted solution in our cloud-hosted AWS environment. No server hardware purchases are necessary. For end users, Matrix Pointe recommends a Microsoft Windows-based computer (or tablet, such as a Surface Pro) running Windows 10 or 11 with at least 16Gb of RAM.

For web browsers, Microsoft Edge or Chrome are preferred for Matrix Pointe software applications, but all modern browsers, especially those based on Chromium will work.

    c. **Implementation Plan**
    i. **Business Readiness: Provide a business readiness checklist, including all requirements for a smooth implementation.**
    ii. **Training schedule: Provide a training schedule to ensure all users are prepared to use the new system at go-live.**
    iii. **Logistics: Provide a plan to ensure management and delivery of all goods and services during implementation, go-live, and post-implementation.**
    iv. **Resources: Identify the resources required of the County and the Successful Offeror for a successful implementation.**
    v. **Offeror support: Provide a plan for the Successful Offeror to provide support during implementation, go-live, and post-implementation (including phase-in / phase-out services as necessary after contract expiration).**

BUSINESS PLAN

Matrix can prepare a business readiness checklist if requested. We have found, when implementing for past clients, that our nine-step implementation methodology is generally sufficient for establishing clear expectations between Matrix and clients insofar as client contribution expectations are concerned. In determining whether a business is ready for a successful implementation, Matrix verifies with the client that they have a project team in place, and that we have been given the necessary documents to begin implementation such as office setup documentation, office rules, sample case files, reports, and forms. Without these crucial project components, client offices are deemed unready for implementation.

TRAINING SCHEDULE

Users attend multiple sessions of training to ensure their understanding of the MatrixProsecutor system. Training sessions are dependent on the number of users and departments/sections/units within your office.

LOGISTICS

██
██
██
██████████████████████████████████ Matrix can also include
additional monthly or bi-weekly project management status meetings.

RESOURCES

Project resources from the County are critical to the project's success. Below is a synopsis of the County project roles for a hosted solution:

/ COUNTY POLICY ADMINISTRATOR

The Policy Administrator helps their office develop broad statements of direction that set a course of action for and provide guidance to staff. Such policies can result in increased productivity, efficiency, continuity, and reduction in errors. The Policy Administrator plays a key role in the success of an organization.

The Policy Administrator's role includes, but is not limited to, the following responsibilities:

▸ Make policy decisions regarding how changes in the law will impact office operations, procedures, and protocols

▸ Advise the office on best practices

▸ Adapt the Matrix Pointe system to meet office objectives

▸ Adapt office procedures and protocols to improve productivity and efficiency

▸ Communicate ███████████ regarding organizational changes that affect the way the Matrix Pointe system is used

▸ Assist with the implementation of local court rules

Most system requests ████████████████████████████████████
██
████████████████████████████

▪ ██
  █████████████████
▪ ████████████████████████████████
▪ ██████████████████████████████

/ COUNTY PROJECT LEAD

The selection of a County Project Lead is essential for a successful project implementation. The County Project Lead works closely with and is fully supported by the Matrix Pointe Client Services Lead during the entire implementation.

The County Project Lead, acting on behalf of the client, manages the coordination of client staff and agency training. Commonly, the Office Manager is assigned as the Project Lead.

The County Project Lead's role includes the following responsibilities:

▸ Serves as the office conduit to provide Matrix Pointe with client set-up documentation and information as needed

▶ Ensures the availability of staff for Matrix Pointe interviews regarding process workflow, case intake, user settings, etc.

▶ Ensures the review and approval of charging instruments, discovery instruments, plea agreements, victim rights communications, and other Matrix Pointe generated documents

▶ Ensures the completion of follow up tasks such as address book and user system entries

▶ Coordinates and approves the staff training calendar and ensures staff attendance

▶ Coordinates and approves the agency training calendar and ensures agency attendance

/ ██████████████████

███
███
███
███
██████████████████████

████████████████████████████████████

██ ██
████ ████
██ █████████████████████████████████████
██ █████████████████████████
██ ████████████████████████████

/ SUBJECT MATTER EXPERTS AND INFORMATION TECHNOLOGY

Subject Matter Experts from the Prosecutor's Office, Courts, and IT organization must be made available to the project team when and as needed to provide the following:

▶ Knowledge about the workflow and business of the office

▶ Assistance with data mapping and data conversion testing

▶ Assistance with configuring and testing APIs

▶ Access to current systems and databases

▶ Data in required format for conversion

OFFEROR SUPPORT

Matrix has a dedicated project lead. The project lead will meet with the County weekly or bi-weekly and provide project memos. Additionally, Matrix Pointe has an established project methodology which sees the project from initiation through go-live. ████████████████████
███
███
███
███
███████████████████████████████

K. CONTRACT EXPIRATION/TERMINATION

The County intends to enter into a Contract (including all license agreements and software/hardware maintenance agreements) for a period of five years

beginning with final acceptance of the System. Thereafter, the County may elect to renew the Contract on an annual basis for up to five one-year renewal periods. In the event of Contract expiration or termination (or in the event the Successful Offeror plans to cease supporting or hosting the System), the Successful Offeror shall:

1. **Cooperate with the County and exercise its best efforts to implement an orderly and efficient transition to a successor.**
2. **Make all County data available to a successor in a usable format at an appropriate time to facilitate the transition to a successor.**
3. **Furnish all necessary phase-in/phase-out services after the Contract expires.**

We understand that the County intends to enter a Contract for a period of five years beginning with final acceptance of the system. We understand that the County may elect to renew the contract on an annual basis for up to five one-year renewal periods. Should the contract expire, terminate, or cease to be supported, We will cooperate with the County and exercise its best efforts to implement an orderly and efficient transition to a successor by making all county data available to a successor in a usable format at an appropriate time to facilitate the transition to a successor, in addition to furnishing all necessary phase-in/phase-out services after the contract expires.

TAB 3 – DEFAULT, TERMINATION AND BARRED CERTIFICATION STATEMENT

Pursuant to Section VI, Items L(3), L(4) and L(5), in this tab, Offerors shall certify (i) that it has not defaulted on any government contract in the last five years, (ii) that no government has terminated a contract with the Offeror for cause in the last five years, and (iii) that neither it nor any of its officers, directors, partners, or owners is currently barred from participating in any procurements by any federal, state, or local government body. If any of the aforementioned certifications cannot be made, Offerors must explain in reasonable detail.

Neither Axon nor Matrix Pointe Software have defaulted on any government contract in the last five years. Furthermore, no government has terminated a contract with our company for cause in the last five years, and none of the company's officers, directors, partners, or owners is currently barred from participating in any procurements by any federal, state, or local government body.

TAB 4 – OFFEROR QUALIFICATIONS, EXPERIENCE, RESUMES AND REFERENCES

In this tab, offerors should demonstrate the Offeror's, and their staff's qualifications and experience in providing the services as requested in this RFP. Submit current resumes of any staff that will be providing the services to the County. Offerors should provide at a minimum that they are regularly engage in providing case management system solutions of similar size and scope for no less than five (5) years. Documentation should include a list of clients that the Offeror has complete or is currently working with on providing case management services and shall include the following information provided:

   a. Description of scope and nature of the solution; and,
   b. Contact persons and telephone numbers.

Offerors should also provide documentation demonstrating the Offeror's financial stability and state whether the Offeror has filed for bankruptcy protection over the last five (5) years.

Below, please find the resumés of key project personnel who would be responsible for overseeing the successful implementation of the project. Additionally, please find three references.

THOMAS J. COURY

Chairman and Chief Software Architect

SPECIALTIES

- Enterprise system development and project management
- Service industry application design
- Database design and development
- Project management and system analysis

EXPERIENCE

Matrix Pointe Software
CHAIRMAN, FOUNDER, AND CHIEF SOFTWARE ARCHITECT

Accenture | formerly Andersen Consulting
CONSULTANT / MANAGER

EDUCATION AND TRAINING

Master of Quantitative Systems | 1985 (Graduated first in class)
     Arizona State University, Tempe, AZ

Bachelor of Science in Computer Science | 1983
Bachelor of Science in Pharmacy | 1983
     Ohio Northern University, Ada, OH

Andersen Consulting (currently Accenture) Management Training | 1992
     System Development Methodology, Large Systems Development, Systems Integration

BRENT WALTERS
Client Services Attorney

SPECIALTIES
- Information security and compliance (CJIS/LEADS)
- Client training and software implementation
- Data mapping and conversion
- New feature analysis, specifications, QA testing

EXPERIENCE
Matrix Pointe Software
CLIENT SERVICES ATTORNEY

OTHER LEGAL EXPERIENCE
Digital Forensics Corporation | INVESTIGATIVE ATTORNEY for data breaches, IP theft, disgruntled employees, cyber harassment, and forensic accounting cases

Structured Monitoring Products, Inc. | GENERAL COUNSEL AND OPERATIONS and original member of start-up company

Taiwan Advanced Nanotechnology, Inc.| LEGAL CONSULTANT on intellectual property for patent status

Organ Biomedical Corporation | LEGAL CONSULTANT on international agreements and public/investor relations material

Thompson, Dunlap & Heydinger, Ltd. | ASSOCIATE ATTORNEY practicing complex civil litigation on construction, contract, and small business issues and representing clients in Ohio courts and Federal bankruptcy court

ACADEMIC EXPERIENCE & PUBLICATIONS

Lecturer, Chung Yuan Christian University and National Taitung University, Taiwan (ROC)

Published in various journals, including Computers & Education and Educational Technology & Society

EDUCATION
Juris Doctor | 2006
    Ohio State University, Moritz College of Law, Columbus, Ohio
Master of Science in Civil and Environmental Engineering | 2002
Bachelor of Science in Civil and Environmental Engineering | 2001
    Ohio State University, Columbus, Ohio

LEE MURO
Manager of Software Engineering

SPECIALTIES

- Enterprise application architecture
- Full stack web development
- Web service design and architecture
- Database design
- Systems integrations architecture and development

EXPERIENCE

Matrix Pointe Software
SOFTWARE ENGINEERING MANAGER

Oversee automation, tools, skill development, organizational standards, and processes of the Engineering Department. Manage, mentor, and support the Matrix Engineering Team. Collaborate company-wide with team members and guide the technical architecture of new feature development.

EDUCATION

Bachelor of Science in Computer Information Science | Summa Cum Laude | 2008
   Cleveland State University, Cleveland, OH

KEVIN T. NEWHAMS
Project Manager

SPECIALTIES

- Project management
- Project implementation
- Strategy design
- Coaching and development

EXPERIENCE

Matrix Pointe Software
PROJECT MANAGER

USC Consulting Group
PROJECT MANAGER / SENIOR PROJECT CONSULTANT

Provide change management and process improvement through waste identification, implementation and knowledge transfer in the manufacturing, mining, and transportation companies.

- Land O' Frost, Food Processing
- First Majestic, Mining
- Materion, Manufacturing
- Advanced Drainage Systems, Manufacturing

EDUCATION AND TRAINING

Master of Cognitive Linguistics | 2018
    Case Western Reserve University, Cleveland, OH

Bachelor of Arts in Psychology | 2014
Washington & Lee University, Lexington, VA

FINANCIAL STABILITY

Axon Enterprise, Inc. (NSDQ: AXON) is a publicly traded company. As of May 28th, 2024, Axon has a market capitalization of over 20 billion dollars. All financial information is available at **investor.axon.com**.

Results of Operations

The following table presents data from our consolidated statements of operations as well as the percentage relationship to total net sales of items included in our statements of operations (dollars in thousands):

| | Year Ended December 31, | | | |
	2023		2022	
Net sales from products	$ 967,711	61.9 %	$ 801,388	67.3 %
Net sales from services	595,680	38.1	388,547	32.7
Net sales	1,563,391	100.0	1,189,935	100.0
Cost of product sales	450,718	28.8	363,219	30.5
Cost of service sales	157,291	10.1	98,078	8.3
Cost of sales	608,009	38.9	461,297	38.8
Gross margin	955,382	61.1	728,638	61.2
Operating expenses:				
Sales, general and administrative	496,874	31.8	401,575	33.7
Research and development	303,719	19.4	233,810	19.7
Total operating expenses	800,593	51.2	635,385	53.4
Income from operations	154,789	9.9	93,253	7.8
Interest income, net	42,112	2.7	4,294	0.4
Other income (loss), net	(41,901)	(2.7)	98,971	8.3
Income before provision for income taxes	155,000	9.9	196,518	16.5
Provision for (benefit from) income taxes	(19,227)	(1.2)	49,379	4.1
Net income	$ 174,227	11.1 %	$ 147,139	12.4 %

/ NET SALES

▶ Net sales were $1.6 billion and $1.2 billion for the years ended December 31, 2023, and 2022, respectively, an increase of $373.5 million.

▶ Net sales were $1.2 billion and $863 million for the years ended December 31, 2022, and 2021, respectively, an increase of $326.5 million.

▶ Net sales were $863 million and $681 million for the years ended December 31, 2021, and 2020, respectively, an increase of $182 million.

/ NET INCOME

▶ Axon recorded net income of $174.2 million for the year ended December 31, 2023, compared to a net income of $147.1 million in 2022. Net income per basic share was $2.35 while diluted net income per share was $2.31, compared to net income per basic share of $2.07 and diluted net income per share of $2.03 for 2022.

▶ Axon recorded net income of $147.1 million for the year ended December 31, 2022, compared to a net loss of $60.0 million in 2021. Net income per basic share was $2.07 while diluted net income per share was $2.03, compared to net loss per basic and diluted net loss per share of $0.91 for 2021.

▶ Axon recorded net income of $60.0 million for the year ended December 31, 2021, compared to net income of $1.7 million in 2020. Net loss per basic and diluted share was $0.19 for 2021, compared to net income per basic and diluted share of $0.03 for 2020.

TAB 5 – PROJECT APPROACH AND METHODOLOGY

In this tab, offerors should provide, in detail, their approach to fulfilling the scope of services being solicited by this RFP and demonstrate their compliance with the requirements of the Scope of Services. This shall include details on system availability and uptimes.

A. Offerors shall include the Project Plan, QA Plan, Implementation Plan and training plan discussed in the Scope of Services. The training plans shall describe a complete training strategy for administrators and end users which includes a list of documentation and reference materials that will be provided. Additionally, offerors shall describe the process the County will follow to obtain ongoing technical support one implementation has been complete. Offerors should specify the nature of any post-implementation and on-going support provided by the Offeror including software license maintenance and:

   a. Post-implementation support (e.g., number of months of on-site support after go-live).

███
███
███
██
████████████████████████████

   b. Telephone support (e.g., include toll-free support hotline, hours of operation, availability of hotline twenty-four (24) hours per day and seven (7) days per week).

Please refer to the response "a" above.

   c. Special plans defining "levels" of customer support (e.g. gold, silver, etc.). Define what level of support tis being proposed.

███
███
████████████████████████████████████

   d. Response time for and definition of various types (levels of severity) of problems reported to the support network (e.g., critical issue response time).

███
███████████████████████

███
███████████████████████████████████████
███
███
██
██████████████████████████████████████
███████████████

[black redacted block]

e. historical frequency of upgrades by module.

Matrix has a robust system in place for delivering future upgrades and product enhancements. Our method ensures that all improvements are seamlessly integrated into your existing software, enhancing functionality and user experience. Additionally, we maintain detailed records of the historical frequency of upgrades by module, providing you with transparency and assurance regarding our commitment to continuous improvement. This approach not only keeps your software up to date with the latest advancements but also allows you to track the evolution and enhancement of each specific module over time. Our goal is to consistently deliver value through regular, impactful updates.

f. Availability of user groups and their geographic areas.

The system is web-based and can be accessed from any device with a secure connection to the internet. Matrix also offers its native mobile app, MatrixGo, for Android or iOS. Users can view cases and manage and view your Calendar, Tasks, and Notes. Users can also use MatrixGo to upload files and photos to a Case. MatrixGo is compatible with MFA.

g. Problem reporting and resolution procedures.

Please refer to the response "d" above.

h. Bug fixes and patches

[black redacted block]

i. Support provided for third-party solutions.

Matrix does not provide support for third-party solutions. Axon will provide support for Axon solutions.

j. Other support (e.g., on-site, remote dial-in, website access to patches, fixes and knowledge base).

[black redacted block]

online release notes and, as appropriate for more intricate features, more detailed online

B. Offerors shall also provide in their proposal the following information:
  a. Describe in detail how your software is compatible with Active Directory, Active Directory Federation Services (ADFS) and Single Sign-On (SSO).

Matrix provides optional Active Directory Authentication via SAML Single-Sign-On using the County's identity management solution such as Azure Active Directory, PingID, Auth0, OneLogin etc. SAML (Security Assertion Markup Language) is an open standard that allows identity providers to pass authorization credentials to service providers, giving the County the ability to use one set of centrally managed credentials to log into important resource sites including Matrix Applications.

  b. Provide a narrative on the auditing procedures used during data conversion for verifying the accuracy of the conversion, and describe any tools provided for data conversion.

Data provided in SQL Server format will be converted. Matrix will review your conversion requirements and include in a specification document, the specific conversion criteria for data elements in the current system. We will develop programs and scripts to migrate your data and we will conduct a system test of all conversion software to demonstrate its functionality and performance before conversion. Matrix thoroughly tests the data from multiple conversion runs before turning over data for the client project team to review and approve before commencing conversion into the Production site. Finally, clients must ultimately review and sign off on converted data into the production site.

███
███
██
███
██

  c. Record retention must comply with Library of Virginia requirements. Describe how your offering meets this requirement.

███
███
███
████████████████████████

  d. Sample reports that are included as part of the proposed system.

System wide Reporting allows the user to generate a report ████████████████████████████
███
███
██
███
███
███
███

███

  ██ ██████████████████████
  ██ ████████████

e. Describe training offerings for:
   i.   Project implementation team (system architecture, interface configuration, data import/export, etc.);

Training curriculum is customized to accommodate your workflow and office requirements. The training will reflect any policy decisions or workflow re-engineering efforts identified by your office.

ii. Application administrators (configure, monitor, and administer the system and reporting capabilities);

███
███
██
█████████████████████████████████

The Policy Administrator helps their office develop broad statements of direction that set a course of action for and provide guidance to staff. Such policies can result in increased productivity, efficiency, continuity, and reduction in errors. The Policy Administrator plays a key role in the success of an organization.

The Policy Administrator's role includes, but is not limited to, the following responsibilities:

▶ Make policy decisions regarding how changes in the law will impact office operations, procedures, and protocols

▶ Advise the office on best practices

▶ Adapt the Matrix system to meet office objectives

▶ Adapt office procedures and protocols to improve productivity and efficiency

▶ Communicate ███████████ regarding organizational changes that affect the way the Matrix system is used

▶ Assist with the implementation of local court rules

██
██
████████████████████████████████

  ██ ██
     █████████████████
  ██ ██████████████████████████████████████
  ██ ██

iii. End users.

██
██
██
███

██
██
████████████████████████████████████

C. In this tab, offerors should also address third-party products/optional software included in their proposal. The Offeror should clearly identify any third-party products that are part of the proposed Case Management System. The Successful Offeror shall be responsible for the implementation and the satisfactory performance of any third-party software. The Offeror should also provide proof that it has access to the third-party software source code (owned or escrow) and that the Offeror has the ability to provide long-term support for the third-party software components of the Case Management System.

Not applicable.

D. **Offerors shall submit a completed Functional Requirements Form (Attachment H) This form shall be completed by providing answers to each item listed, as well as any comments regarding those answers in a separate column on the spreadsheet. Offerors must indicate whether the proposed solution meets (or exceeds) each item listed, whether configuration or customization would be required to satisfy a given item (and if so, indicate whether such work could be completed by go-live, and identify any additional cost), or if the proposed solution cannot satisfy an item. The completed form shall be provided in a .pdf format and include this tab, and additionally must be returned as a separate document in the MS Excel format.**

Please see Attachment H.

TAB 6 – LICENSING

In this tab, offerors shall provide copies of all license agreements, software/hardware maintenance agreements, and any other documents that the County would need to execute following the award of the Contract.

Please see the following pages for Matrix Pointe's Subscription License Agreement.

SUBSCRIPTION LICENSE AGREEMENT

This Subscription License Agreement, which includes the Order Form (below) and the attached Terms and Conditions (collectively, this "Agreement"), between Matrix Pointe Software, LLC an Ohio limited liability company ("Matrix") and the licensee named below ("Licensee"), is made effective as of the date of execution by Licensee (the "Effective Date"). Matrix and Licensee have read and agree to the provisions of this Agreement.

_____

Order Form

Matrix Pointe Software, LLC	Licensee:
Attn: Joseph J. Whang, CEO 30400 Detroit Road Suite 400 Cleveland, Ohio 44145 (216) 333-1263 jwhang@matrixpointesoftware.com	

Modules:
Included: MatrixProsecutor, MatrixCrime, MatrixExchange (Including the Defense Attorney Portal), and MatrixStorage ("Case Management Software")

Included Services:
- Data hosting, servers, data back-ups, system maintenance and data storage in accordance with Section 11, Exhibit A, and Exhibit B
- Access to the criminal statute database for
- Unlimited Support Services for two (2) Designated System Administrators in accordance with Section 4 of this Agreement

Monthly Subscription License Fee:
Case Management Software: $_____ per month for _____ named users, beginning after initial system set-up and customer access to the system. Additional licenses can be purchased for $100 per named user per month.

MatrixStorage: Base Storage amount of _____ is included with Licensee's subscription ("Base Storage"). Licensee hereby agrees to pay an additional charge of $___ per terabyte (TB) per month for storage usage over the Base Storage amount, as defined in Exhibit B.

Cancel at any time with a full refund of any unused monthly license fees.

Implementation Fee: $_____ after customer sign-off and access to the system. Includes implementation and training.

Interfaces/Integrations: $_____

Data Conversion/File Migration: $_____

Travel & Other Fees: $_____

Matrix and Licensee, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

MATRIX POINTE SOFTWARE, LLC   **LICENSEE**

By: _____

__Joseph J. Whang_____   _____

__Chief Executive Officer_____   _____

Date: _____   Date: _____

Terms and Conditions to Subscription License Agreement

1. Defined Terms

"Agreement" means the Subscription License Agreement Order Form, the Terms and Conditions to Subscription License Agreement, and any exhibits.

"Designated System Administrators" or "Super user" means the user selected by the Licensee to act as a System (defined in this Section) expert and as a conduit between the Licensee and Matrix.

"License Commencement Date" means completion of initial system set-up, customer acceptance, and customer access to the system.

"Licensee Data" means electronic communications of data and all other information that is input into, processed through or created by the use of the System (defined in this Section) by the Licensee.

"Maintenance Period" means the period of time during which Licensee cannot access the System due to maintenance or upgrades.

"Matrix's Network and Systems" means the System (defined in this Section), and Amazon Web Services or other infrastructure as a service provider.

"Monthly License Fee" means the monthly license fee specified on the Order Form.

"Normal Business Hours" means Monday through Friday, 8 am to 5 pm EST, excluding holidays.

"Professional Services" means implementation services, onsite training, consulting, integration and data conversion.

"Professional Services Fees" means the fees for Professional Services specified on the Order Form or the hourly rate(s) in effect at the time of the performance of the Professional Services.

"Services" means the Support Services, the Professional Services and any other services provided by Matrix.

"Support Services" means telephone and email support.

"Support Services Fees" means the hourly rate(s) in effect at the time of the performance of the Support Services.

"System" means the Modules to be licensed to Licensee as specified on the Order Form (Modules may be updated from time to time in the sole discretion of Matrix), including, but not limited to, user documentation and training processes and materials.

"System Outage" means an interruption or failure of the System lasting longer than one (1) hour during Normal Business Hours.

2. License

Subject to Licensee's compliance with the terms and conditions of this Agreement, Matrix hereby grants to Licensee a non-exclusive, limited, non-transferable, revocable worldwide right and license for Licensee to access and use the System solely for Licensee's internal business operations. Licensee will not permit the System to be used to process or administer data on behalf of any third party (including, without limitation, another governmental agency), whether or not Licensee is paid a fee for such processing or administration. Furthermore, Licensee will not allow any third party, including, without limitation, any competitor of Matrix, to view, access, or use the System in any manner whatsoever.

3. Login Identities

The use and confidentiality of any and all login identities and password(s) are the responsibility of Licensee. Licensee is solely responsible for any costs, expenses, and third party claims resulting from the unauthorized use of any login identities and password(s). Licensee shall promptly notify Matrix in writing of any lost or stolen passwords. Licensee shall be liable to Matrix for any act or omission of any user that would constitute a breach under this Agreement.

4. Technical Support & Professional Services

The System will be hosted in accordance with the Service Level Agreement attached hereto as Exhibit A and Section 11. Matrix shall provide unlimited Support Services to the two (2) Designated System Administrators during Normal Business Hours. Support requests by anyone not identified as a Designated System Administrator may be subject to Support Services Fees. For purposes of clarity, the Support Services will not include support for any third party software or systems. Except as provided for on the Order Form, additional services such as implementation, onsite training, consulting, integration and data conversion (the "Professional Services") are available for an additional fee.

5.   Licensee Data

(a)   Licensee authorizes Matrix to share selected Licensee Data with other Licensees and governmental agencies through MatrixExchange. Licensee may opt-out of submitting selected Licensee Data through MatrixExchange by notifying Matrix in writing. Licensee also acknowledges and agrees that Matrix may use Licensee Data in the aggregate for internal business purposes, including but not limited to making improvements to the System.

(b)   Except as provided in Section 5, (i) Matrix shall hold the Licensee Data in strict confidence, and (ii) Matrix will not permit any third party, or any employee, consultant, subcontractor or agent to access the Licensee Data except in connection with the normal course of business (including, without limitation, help desk support). Each party agrees not to communicate any information to the other party in violation of the proprietary rights of any third party.

(c)   Your License Grant to Matrix. You grant to Matrix a non-exclusive, worldwide, irrevocable and royalty-free license to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use your data and content as necessary for the purposes of rendering and operating the Services to you under this Agreement.

(d)   Notwithstanding the provisions of this Agreement, Licensee Data will not be subject to the obligations in Section 5 if (i) it has been published or is otherwise readily available to the public without restriction other than by a breach of this Agreement; (ii) it has been provided to Matrix by a third party that is not subject to any confidentiality obligations to Licensee; or (iii) it is required to be disclosed in the context of any administrative or judicial proceeding or as may be required by law.

(e)   Licensee hereby authorizes Matrix to use, analyze and disclose all non-personally identifiable Licensee Data in connection with creating criminal justice statistics and conducting comparative studies that have been aggregated with data from other Licensees and/or governmental agencies. Licensee will have access to this aggregated information.

6.   Payment Terms

(a)   Licensee shall pay to Matrix the Monthly License Fee in accordance with the amounts specified on the Order Form. Unless otherwise specified on the Order Form (1) the Monthly License Fee shall be due on or prior to the License Commencement Date, and thereafter on or prior to the monthly anniversary of the License Commencement Date, and (2) Matrix may, in its sole discretion, increase the amount of the Monthly License Fee from time to time (but no more than once per calendar year and in an amount not to exceed 5% annually) upon written notice to Licensee. In accordance with Section 12(a) of this Agreement, Licensee may cancel at any time with a full refund of any unused monthly license fees.

(b)   Unless otherwise specified on the Order Form, the Professional Services Fees will be the hourly rate(s) in effect at the time of the performance of the Professional Services. All Professional Services Fees shall be due net thirty (30) days from the invoice date. Furthermore, Licensee shall promptly (but in any case no later than net thirty (30) days from the invoice date) reimburse Matrix for all mutually agreed upon out-of pocket expenses incurred by Matrix in

connection with the performance of the Professional Services.

(c) Any Monthly License Fees or Professional Services Fees that are not paid within thirty (30) days of the due date for such payment shall accrue interest at the lesser of 1.5% per month or the maximum amount permitted by applicable law.

(d) To the extent any national, state or local sales, use, value-added or other taxes, customs, duties, or similar tariffs and fees are imposed and are based on the license granted or the services provided pursuant to this Agreement (other than taxes on Matrix's gross income or gross receipts), such taxes are in addition to the fees set forth in this Agreement and will be paid by the Licensee. If applicable, Licensee shall provide proof of tax-exempt status.

7.   Copyright and Restrictions

As between Matrix and Licensee, the System (and all intellectual property rights therein) is owned by Matrix and is protected by United States laws and international treaty provisions. Any rights not expressly granted herein are reserved to Matrix. Licensee may not (i) permit any third party to access the System, (ii) create derivative works based on the System, (iii) sublicense, rent or lease all or any portion of the System, (iv) copy, frame or mirror any part or content of the System, other than copying or framing on Licensee's own intranets or otherwise for its own internal business purposes, (v) reverse engineer the System, or (vi) access the System in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the System.

8.   Warranties

(a) Each party represents and warrants that (i) it has all requisite power and authority to enter into this Agreement and consummate the transactions contemplated hereby; (ii) this Agreement is a valid and binding obligation enforceable against such party in accordance with its terms; and (iii) neither the execution, delivery and performance of this Agreement and the other agreements and instruments contemplated hereunder, nor the consummation of the transactions contemplated hereby will violate or conflict with or constitute a default under any contractual obligation.

(b) Licensee represents and warrants that (i) Licensee is and shall be in compliance with all applicable laws and regulations, including, without limitation, all laws and regulations related to the collection, use, disclosure, and storage of Licensee Data; (ii) Licensee is and shall be in compliance with all contractual obligations and privacy policies relating to Licensee Data; (iii) Licensee is a law enforcement organization duly organized under the laws of its state, county, and other applicable political subdivision; and (iv) Licensee is and shall be solely responsible for all Licensee Data or Third Party data derived from Licensee Data including, without limitation, any and all claims of third parties relating thereto (including claims that Licensee Data is erroneous, outdated or inaccurate).

(c) TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, MATRIX EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS RELATING TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE SYSTEM, THE SERVICES, AND ANY THIRD PARTY SYSTEMS AND SOFTWARE USED IN CONNECTION WITH THE SYSTEM), EXPRESS, IMPLIED AND STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. MATRIX EXPRESSLY DISCLAIMS ALL WARRANTIES RELATING TO THE FREQUENCY AND ACCURACY OF ANY LEGAL UPDATES, AND   THAT THE OPERATION OF THE SYSTEM WILL BE FREE OF INTERRUPTIONS AND ERRORS.   TO   THE   MAXIMUM   EXTENT PERMITTED BY LAW, THE SYSTEM IS PROVIDED "AS-IS" AND WITH ALL FAULTS. FURTHERMORE, MATRIX IS NOT RESPONSIBLE FOR FAILURES OF EQUIPMENT, INTEGRATION WITH OR FAILURES OF THIRD PARTY SYSTEMS OR SOFTWARE, LOST DATA,   ERRONEOUS,   OUTDATED   OR

INACCURATE DATA OR THIRD PARTY TELECOMMUNICATIONS OR DATA LINES. MATRIX DOES NOT WARRANT THAT ITS NETWORKS AND APPLICATIONS (OR THOSE OF ITS THIRD PARTY PROVIDERS) WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.

(d) In no event will any action against Matrix in connection with this Agreement be instituted more than one year after commencement of the incident that gave rise to such action.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL MATRIX BE LIABLE TO LICENSEE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OR LOST PROFITS ARISING OUT OF OR IN CONNECTION WITH TERMS OF THIS AGREEMENT, LICENSEE'S USE OR INABILITY TO USE THE SYSTEM, LOST, UNAVAILABLE OR DAMAGED DATA, THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, OR OTHERWISE IN CONNECTION WITH THE SYSTEM, RELATED DOCUMENTATION, THE SERVICES, AND/OR THIS AGREEMENT, EVEN IF MATRIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MATRIX'S TOTAL LIABILITY FOR ANY DAMAGES, DIRECT OR INDIRECT, IN CONNECTION WITH THE SYSTEM, THE RELATED DOCUMENTATION, AND/OR THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF THE TWELVE (12) MONTHLY LICENSE FEES PAYMENTS PAID PRECEDING THE DATE OF THE EVENT GIVING RISE TO LIABILITY OR THE DATE OF THE COMMENCEMENT OF THE ENSUING LEGAL ACTION, WHICHEVER IS LATER.

10. Confidential Information

Licensee agrees that the pricing and terms of this Agreement are confidential in nature and will not be posted on Licensee's public website. Matrix acknowledges that the information may be obtainable via standard public record request.

11. Data Hosting

(a) Applicable Policies and Guidelines. Matrix currently provides the Services through Amazon Web Services ("AWS"). As such, Licensee agrees to comply with the AWS policies, including its Acceptable Use Policies (the "Usage Guidelines"). YOU SHOULD CAREFULLY READ THE USAGE GUIDELINES. BY USING THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THE USAGE GUIDELINES AND ANY MODIFICATIONS TO THE TERMS. MATRIX MAY TERMINATE YOUR SERVICES FOR ANY VIOLATION OF THE USAGE GUIDELINES OR THIS AGREEMENT. Matrix may use any other infrastructure as a service provider as Matrix determines is necessary in order to provide Licensee the included services.

(b) Security. You are solely responsible for any security breaches affecting servers or accounts under your control. If your server or website is responsible for or involved in an attack on or unauthorized access into another server or system, Matrix will shut it down immediately. You will pay any charges resulting from the cost to correct security breaches affecting Matrix or any of its other customers.

(c) Commercial Advertisements via E-Mail. You will not use Matrix services, your account or server to send or facilitate in any way the transmission of unsolicited commercial email. Matrix will enforce substantial penalties, including charging you for related network costs and terminating your account, for violations.

12. Term and Termination

(a) Unless sooner terminated as set forth in this Agreement, the term of this Agreement shall begin on the Effective Date and continue on a month-to-month basis. Licensee may terminate

this Agreement for any reason and at any time upon written notice to Matrix, and such termination will be effective upon receipt by Matrix.

(b)   Matrix may terminate this Agreement if Licensee does not comply with any of its material terms; provided that Matrix is required to give Licensee written notice of such termination and thirty (30) days to cure the non-compliance. In addition, Matrix may terminate this Agreement if: (i) all or a substantial portion of the assets of Licensee are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy; (ii) a proceeding is commenced by or against Licensee for relief under bankruptcy or similar laws and that proceeding is not dismissed within sixty (60) days; or (iii) Licensee is adjudicated bankrupt.

If Licensee's use of the System is or is likely to be enjoined, Matrix may, in its sole discretion, either procure the right for Licensee to continue use of the System or modify the System in a functionally equivalent manner so as to avoid such injunction. If the foregoing options are not available on commercially reasonable terms and conditions, as determined by Matrix in its sole discretion, Matrix may terminate the Agreement and refund to Licensee the amount of the unused Licensee Fees.

(c)   Upon termination of this Agreement for any reason, all licenses will immediately terminate. Sections 1, 3, 5, 6, 7, 8, 9, 10, 11, 12, and 13 will survive any termination of this Agreement. Matrix will provide Licensee Data to Licensee in its native format (Example, Microsoft SQL) at no cost. If Licensee requests additional data management services, such services may be provided by Matrix for a fee to be mutually agreed to by the parties in writing.

13.   Miscellaneous

(a)   Entire Agreement.   This Agreement, with its Exhibits, contains Matrix's and Licensee's entire agreement with respect to the subject matter herein.   This Agreement may not be modified except by written instrument signed by both parties and referring to the particular provisions to be modified. All terms, conditions, or provisions in a purchase order or confirmation shall be of no force and effect notwithstanding the execution of such purchase order or other document subsequent to the date of this Agreement.

(b)   Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and shall be governed by the laws of the State of Ohio and applicable federal law.   Licensee and Matrix hereby consent to the exclusive jurisdiction and venue of the courts of the State of Ohio, and Licensee hereby consents to and waives any objection regarding jurisdiction and venue in such courts. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement. All claims, controversies and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the State of Ohio. The arbitration shall be conducted on a confidential basis and an award may be confirmed in a court of competent jurisdiction.

(c)   Notices. All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if delivered by hand or by confirmed facsimile; (ii) upon the fifth day after such notice is deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, or (iii) upon the date of the courier's verification of delivery at the specified address if sent by a nationally recognized overnight express courier.

(d)   Force Majeure. Neither party shall be in default if its failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including, without limitation, acts of God, civil commotion, strikes, labor disputes, Amazon Web Services interruptions, Internet service

interruptions or slowdowns, vandalism or "hacker" attacks (including, without limitation, by Licensee's employees or agents), or governmental demands or requirements.

(e) <u>Waiver</u>. The failure of either party to require performance by the other party of any provision of this Agreement or any Attachment shall not affect its right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provisions of this Agreement be taken or deemed to be a waiver of the provision itself.

(f) <u>Severability</u>. If any provision of this Agreement is invalid or unenforceable, that provision will be changed and interpreted to accomplish the parties' objectives to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.

(g) <u>Independent Contractor</u>. Nothing contained herein shall be deemed or construed as creating a joint venture or a partnership between Licensee and Matrix. Neither Licensee nor Matrix is by virtue of this Agreement authorized as an agent or other representative of the other.

(h) <u>Headings</u>. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, or describe the scope or extent of such section.

(i) <u>Injunctive Relief</u>. Licensee acknowledges that its breach or threatened breach of this Agreement would cause irreparable injury to Matrix that would be inadequately compensated in money damages. Accordingly, in addition to any and all other remedies that may be available under equity, law, or this Agreement, Matrix shall be entitled to a restraining order and/or an injunction prohibiting such breach to protect Matrix's intellectual property interests, without the need to prove irreparable harm or provide a bond or other security.

(j) <u>Application of UCITA</u>. The parties agree that pursuant to Section 104 of the Uniform Computer Information Transactions Act (UCITA), they hereby express their mutual determination to "Opt-Out" of the provisions of UCITA and its application to this Agreement or the transaction of the parties and the parties further agree that UCITA shall not apply to this Agreement or the transaction of the parties. To the extent that certain provisions of UCITA may not be excluded under the law applicable to the Agreement or under the provision of Section 104 of UCITA, only those provisions that cannot be excluded by mutual agreement of the parties pursuant to Section 104 shall apply and no other provision of UCITA shall be applicable to the Agreement or the transaction of the parties.

(k) <u>Use of Name</u>. Licensee hereby authorizes Matrix to identify Licensee as a customer of Matrix, and to use Licensee's name in connection with any press release, any online or printed marketing materials, or for any similar use.

(l) <u>Assignment; Binding Effect</u>. Matrix may assign this Agreement without the consent of Licensee. Licensee may not assign this Agreement without the prior written consent of Matrix. This Agreement will inure to the benefit of and be binding upon each party and its respective successors and permitted assigns.

(m) <u>Counterparts</u>. This Agreement may be executed in separate original or facsimile counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument.

TAB 7 - PRICING / COST PROPOSAL

PROPOSED PRODUCTS

▶ **MatrixProsecutor** – This is our case management system for prosecutors. The system stores everything you need about a prosecution matter in an electronic case file, including documents, incidents, parties, locations, reports, evidence, charging, discovery, and notes. Enhancing MatrixProsecutor is our mobile app, **MatrixGo**, which allows you to view case information, upload files, etc., on your iOS or Android mobile device.

▶ **MatrixCrime** – This law enforcement portal allows for the electronic submission of cases from law enforcement to MatrixProsecutor users.

▶ **MatrixExchange: Discovery** – This portal facilitates electronic delivery of discovery directly to defense attorneys. MatrixProsecutor can track discovery delivery and confirm defense attorney receipt of, and access to, discovery delivered through this portal.

Our proposal includes costs for:

▶ 90 MatrixProsecutor subscription licenses

▶ Professional services for implementation of the MatrixProsecutor product

▶ Training for 90 users

▶ Training for Law Enforcement and Defense Attorneys

▶ Training for 2 super users

▶ Data Conversion from CATS

▶ Integration with ViaPath's OMSe

▶ Integration VA Supreme Court – OCIS

▶ Integration Tempo, Casebuilder, & ICR Builder

# PRICING FOR LICENSES, SERVICES AND MAINTENANCE

Our all-inclusive option with monthly software licenses for the MatrixProsecutor Suite and hosting in our shared-AWS environment. Software maintenance, support services, and a base amount of data storage are included with an additional charge if over that base storage amount.

Item	One-Time	Monthly
Subscription (Matrix Shared Hosted)		
MatrixProsecutor License ($100/user/month x 90 users)		$9,000
Portal Users, Unlimited: Law Enforcement, Defense Attorneys		Included
Data Storage Included: 5TB		Included
Additional Storage: $50/TB/Month if over base amount		
Integration Subscription Fee:		$2,000
Implementation Fees		
MatrixProsecutor Implementation/Training	$135,000	
Data Conversion (CATS) Option 1: 500 Columns/Fields of Data - $30,000 Option 2: 1,000 Columns/Fields of Data - $50,000 (Matrix Recommended)	$50,000	
File Conversion (Network Storage Drive)	$15,000	
Integration (ViaPath's OMSe)	$20,000	
Integration (VA Supreme Court - OCIS)	$50,000	
Integration (Casebuilder)	$20,000	
Integration (ICR Builder)	$20,000	
Integration (TEMPO)	$20,000	
TOTAL	$339,000.00	$11,000
Travel Estimate: Matrix estimates 3 trips for this project. Travel will be based on actual GSA rates.	$9,000	

PAYMENT

Matrix does not require any payment until all users have been trained, the office has gone Live and is using the system, and the department has accepted the system.

TAB 8 – EXCEPTIONS

In this tab, Offerors shall list any exceptions taken to the Scope of Services and General Terms and Conditions of this Request for Proposals. The County intends to make the RFP and the Successful Offeror's proposal a part of the contract between the parties, so Offerors should list any exceptions for purposes of negotiating the contract. Offerors shall list the Section and item number of the RFP to which they are taking exception to.

Axon requests its current Agreement with the County is used in resulting agreement in addition to the attached to the terms and conditions for Matrix.

TAB 9 – ASSUMPTIONS

In this tab, offerors shall list any assumptions made when responding to this Request for Proposals.

Matrix has assumed cost for implementation and training based on the following:

- 90 MatrixProsecutor subscription licenses
- Professional services for implementation of the MatrixProsecutor product
- Training for 90 users
- Training for Law Enforcement and Defense Attorneys
- Training for 2 super users
- Data Conversion from CATS
- Integration with ViaPath's OMSe
- Integration VA Supreme Court – OCIS
- Integration Tempo, Casebuilder, & ICR Builder

TAB 10 - APPENDICES

Appendix A: MatrixProsecutor Features

The following information describes some of our system's features:
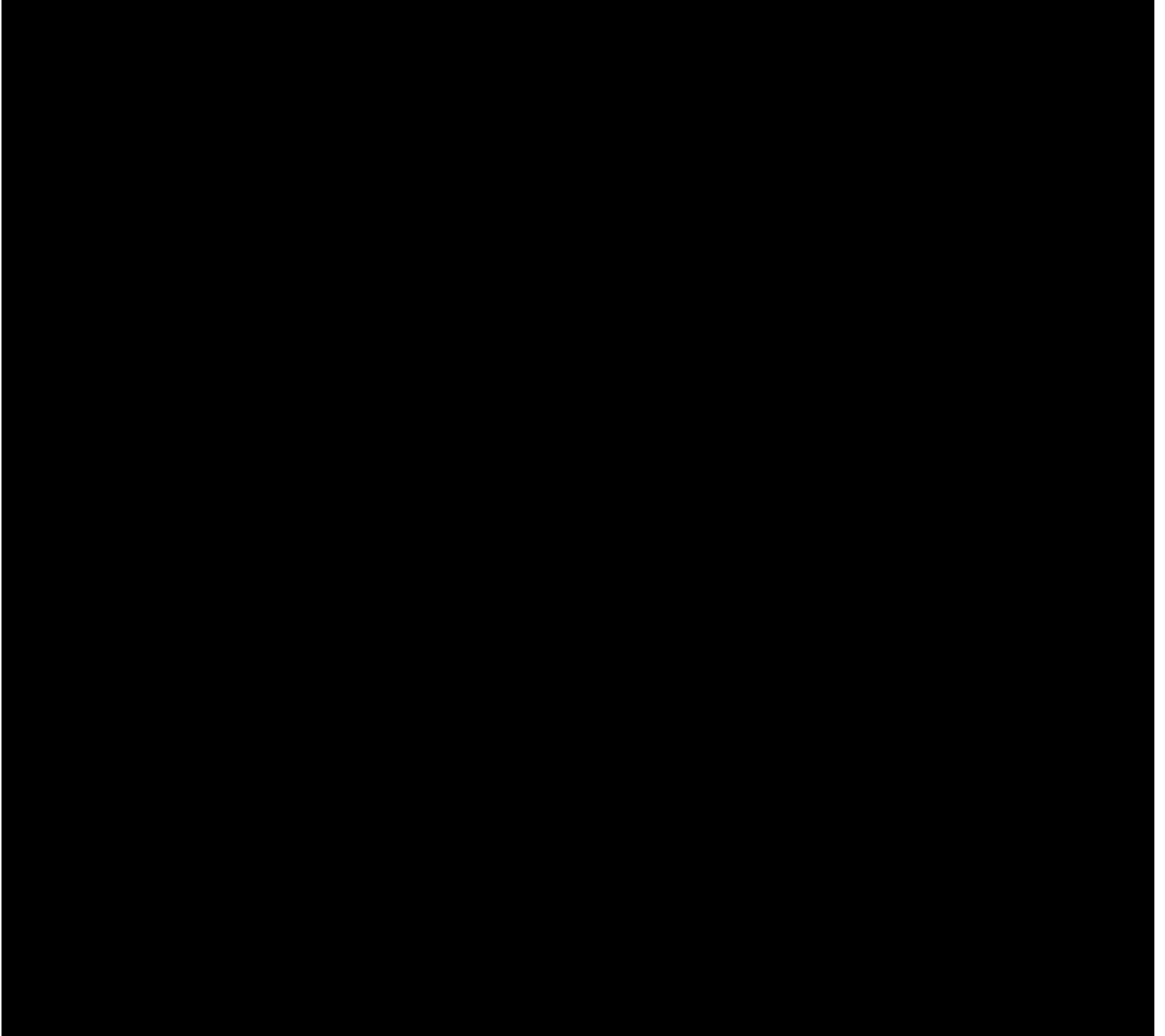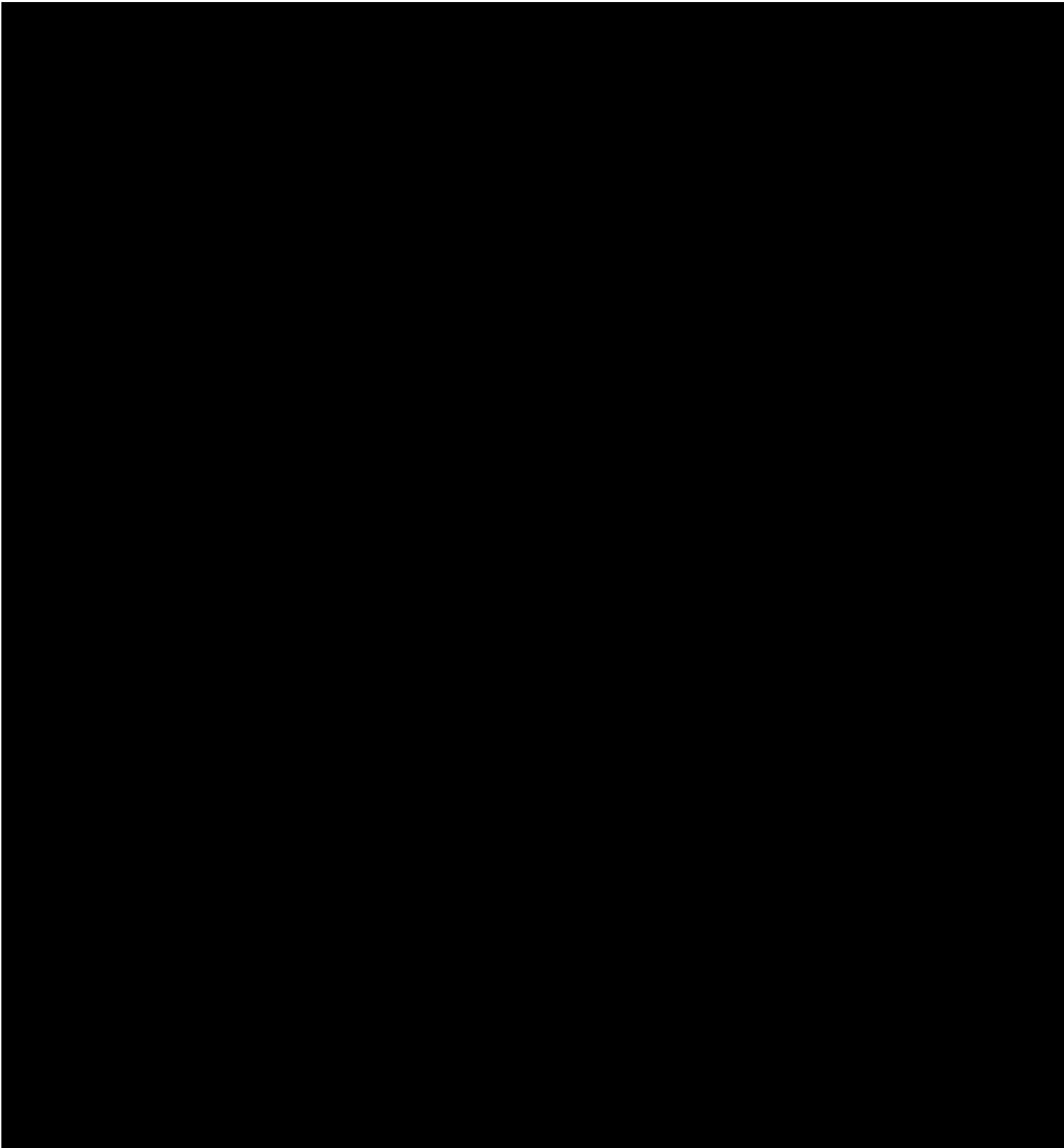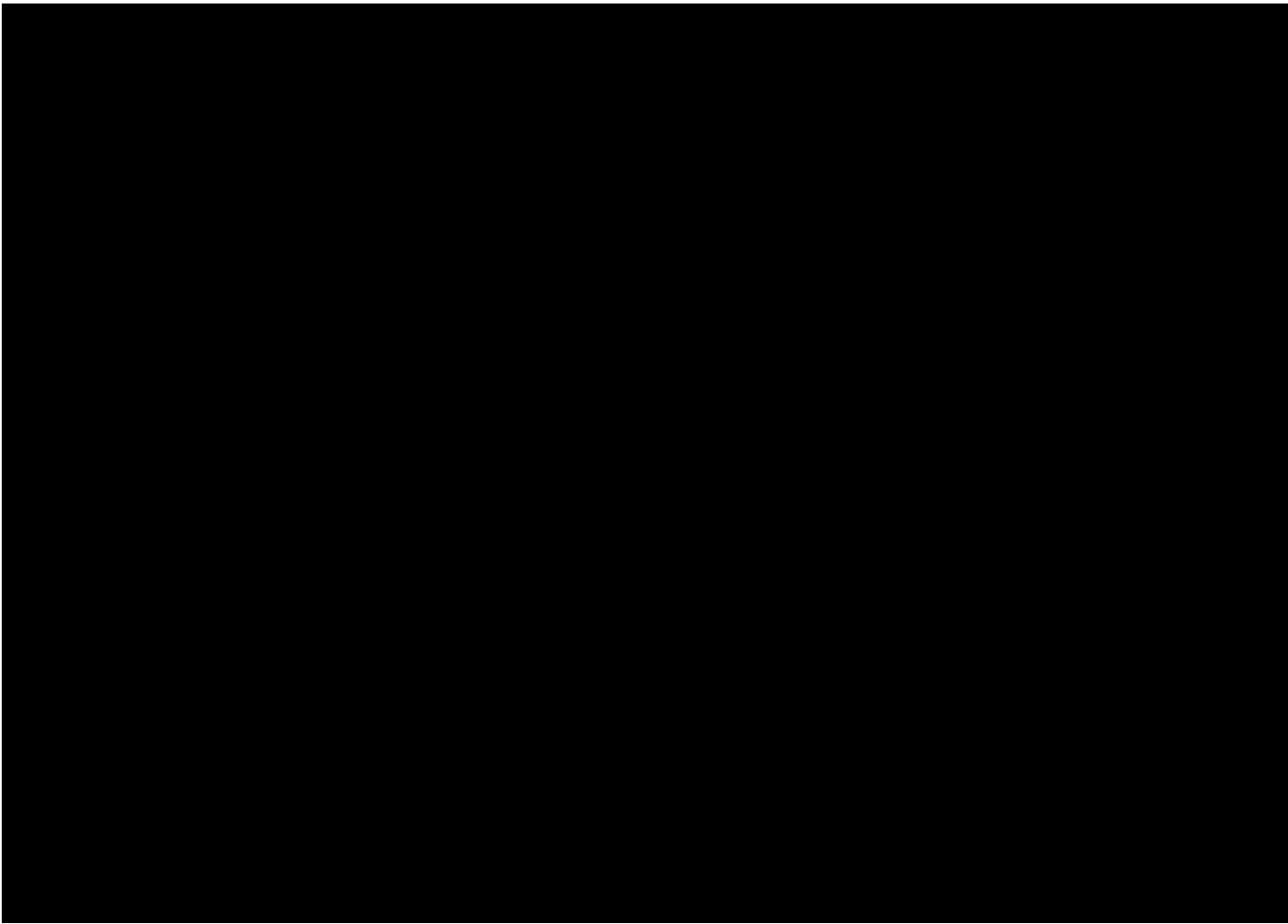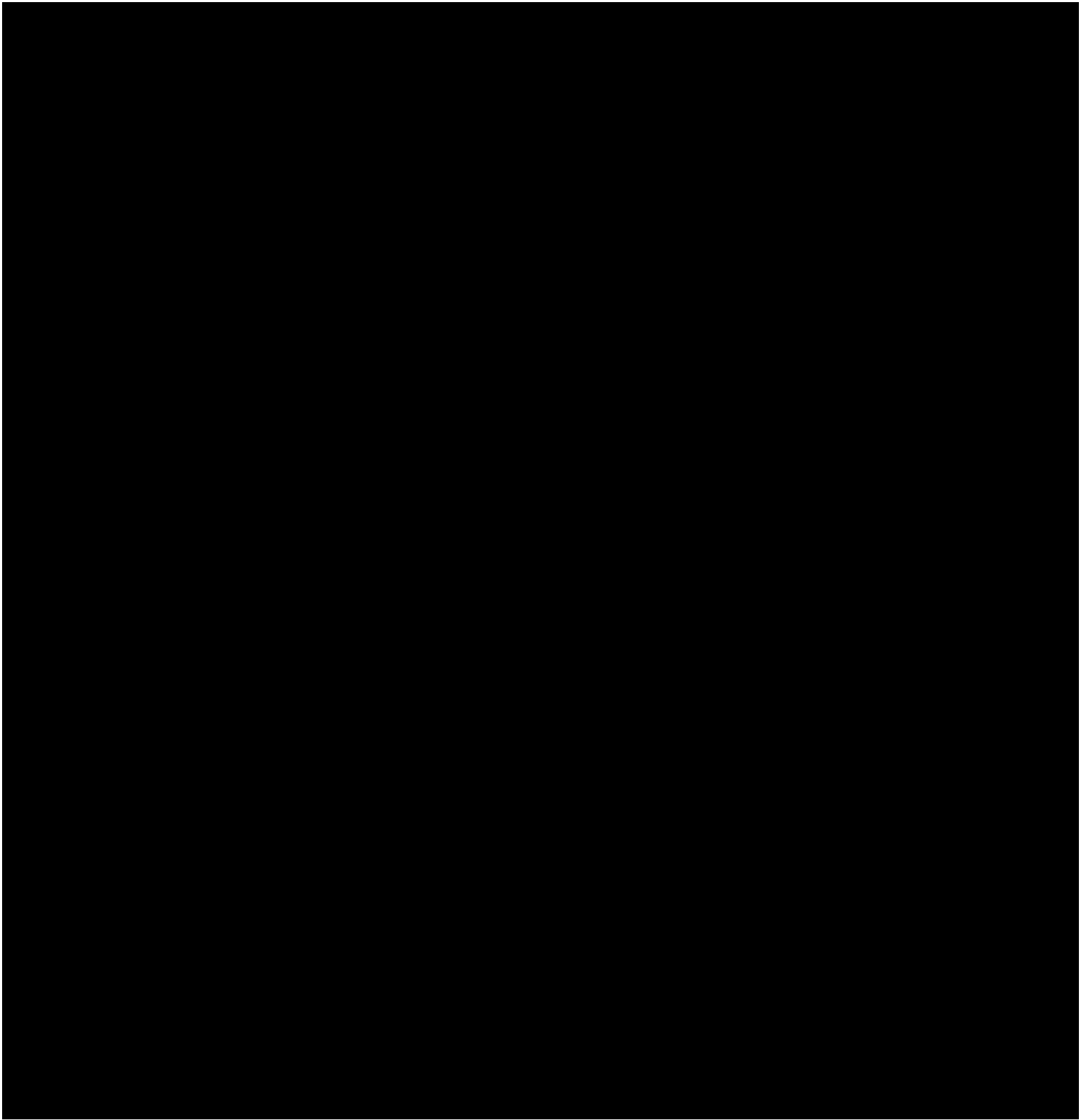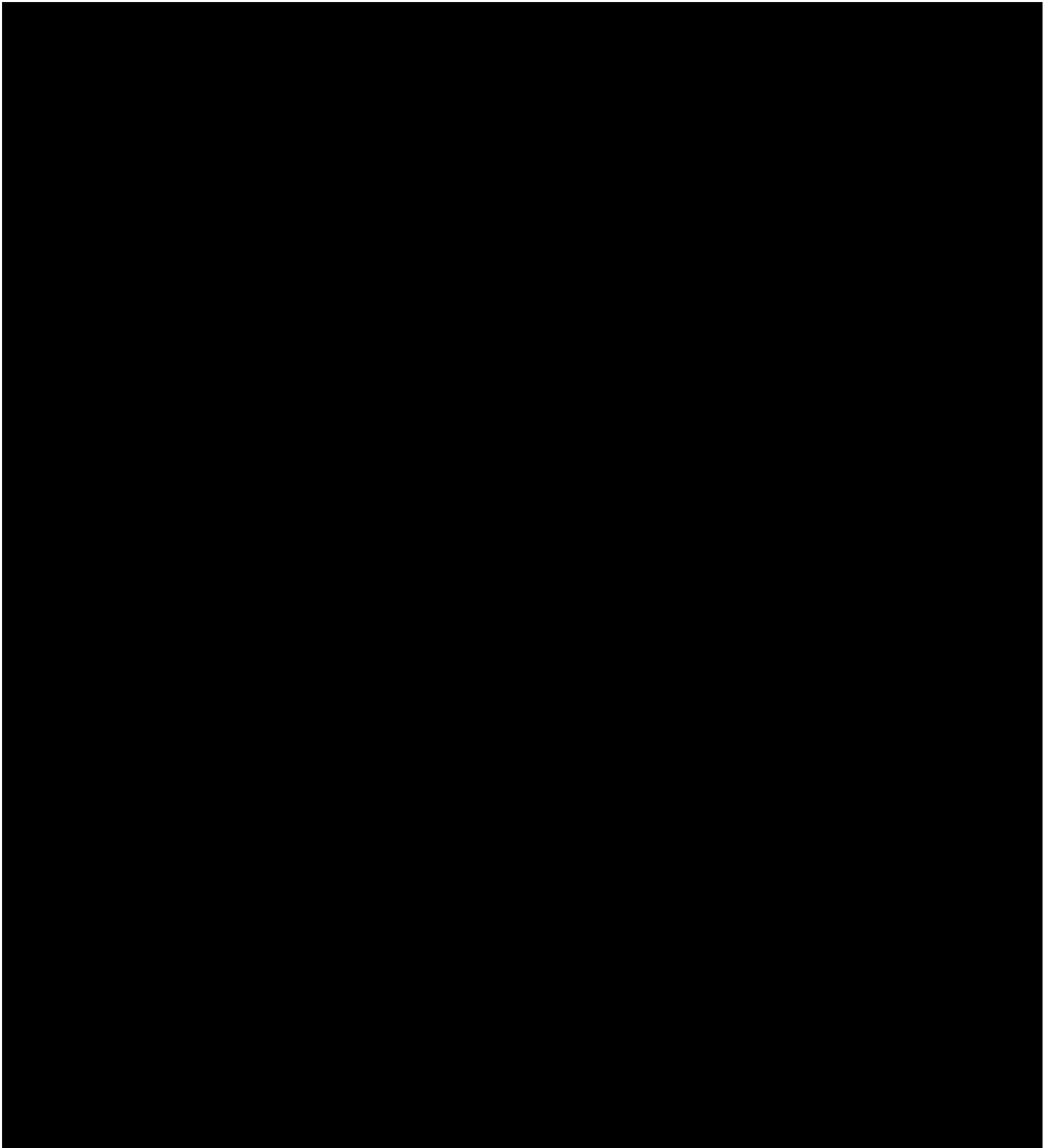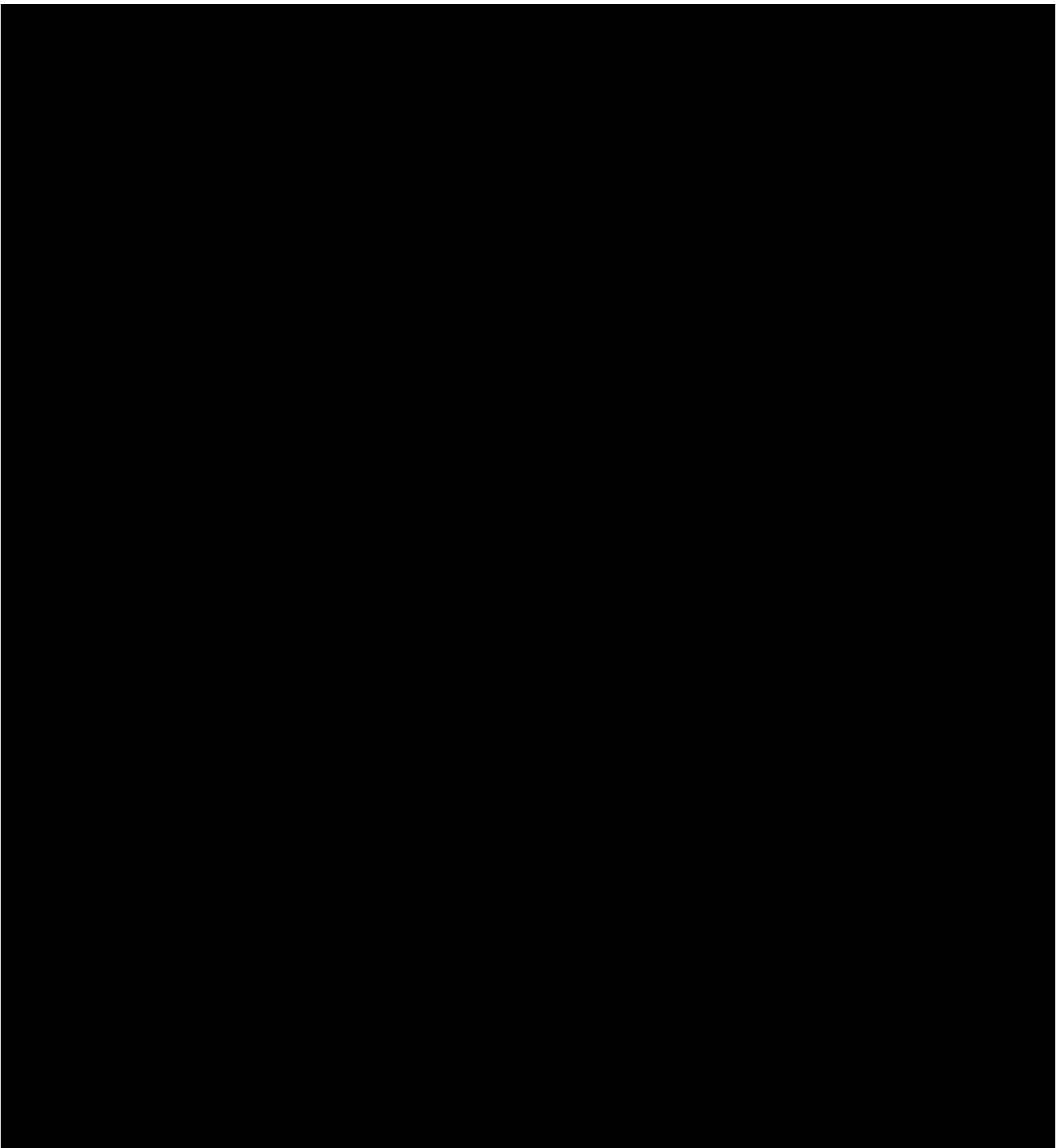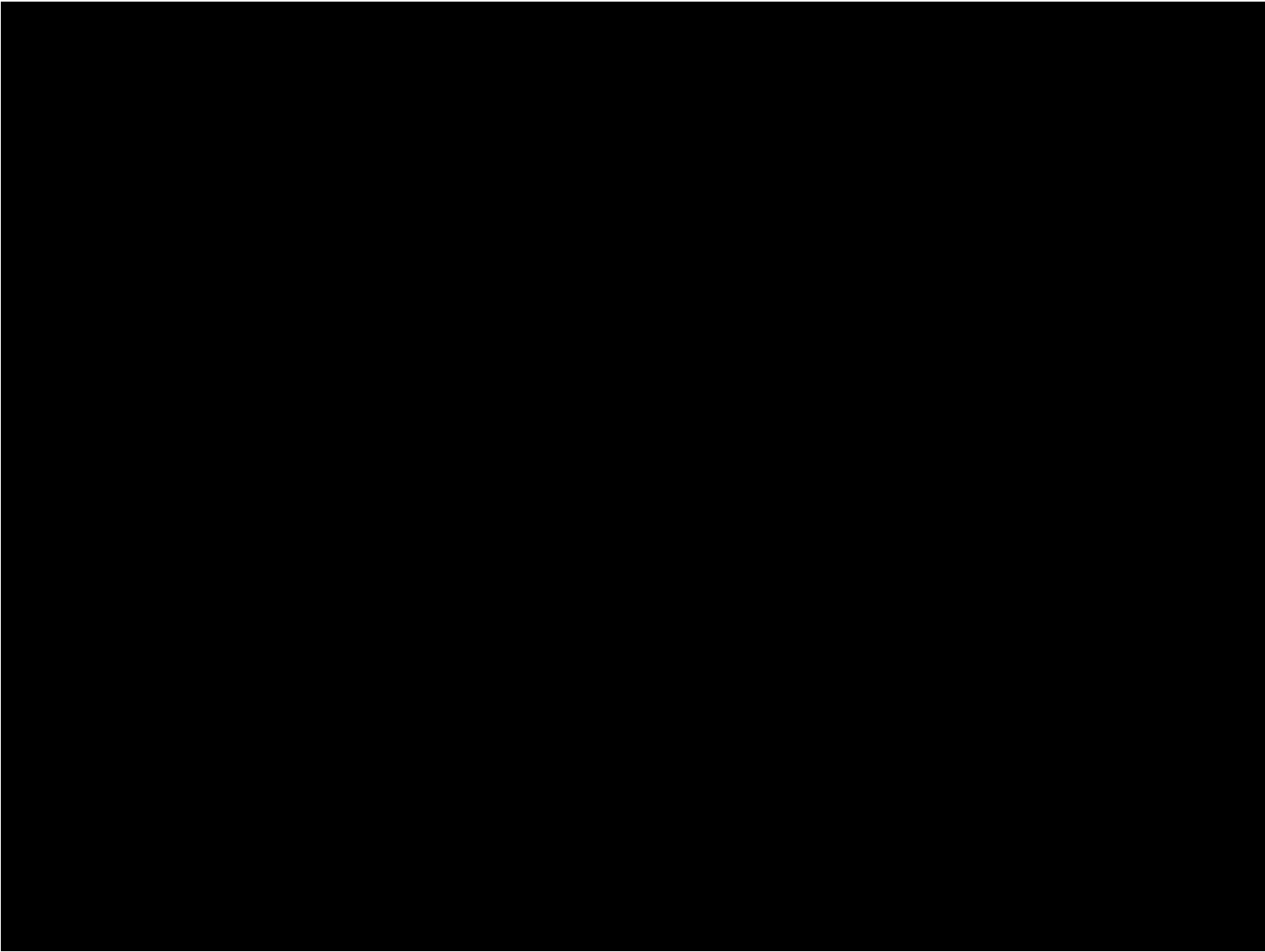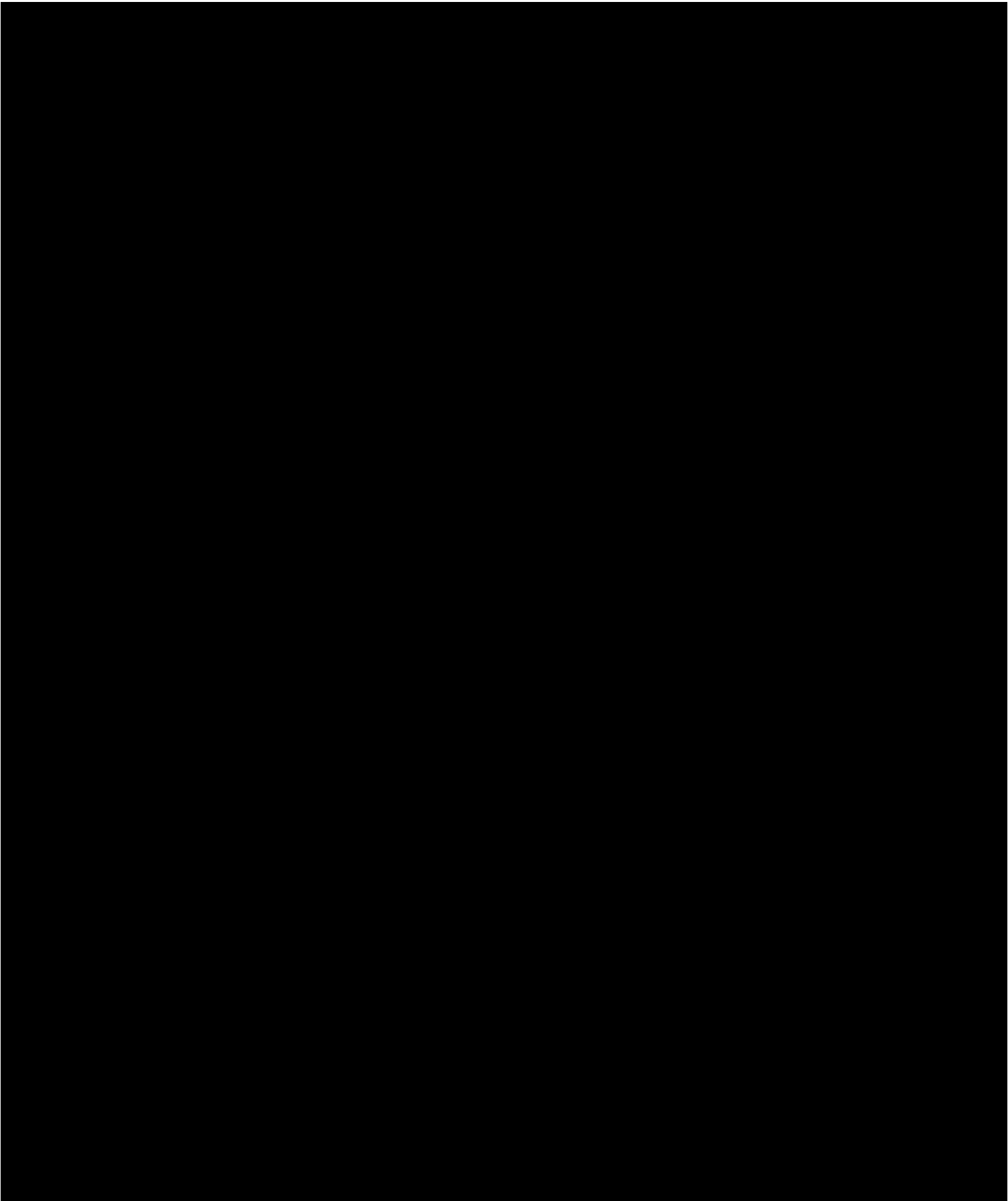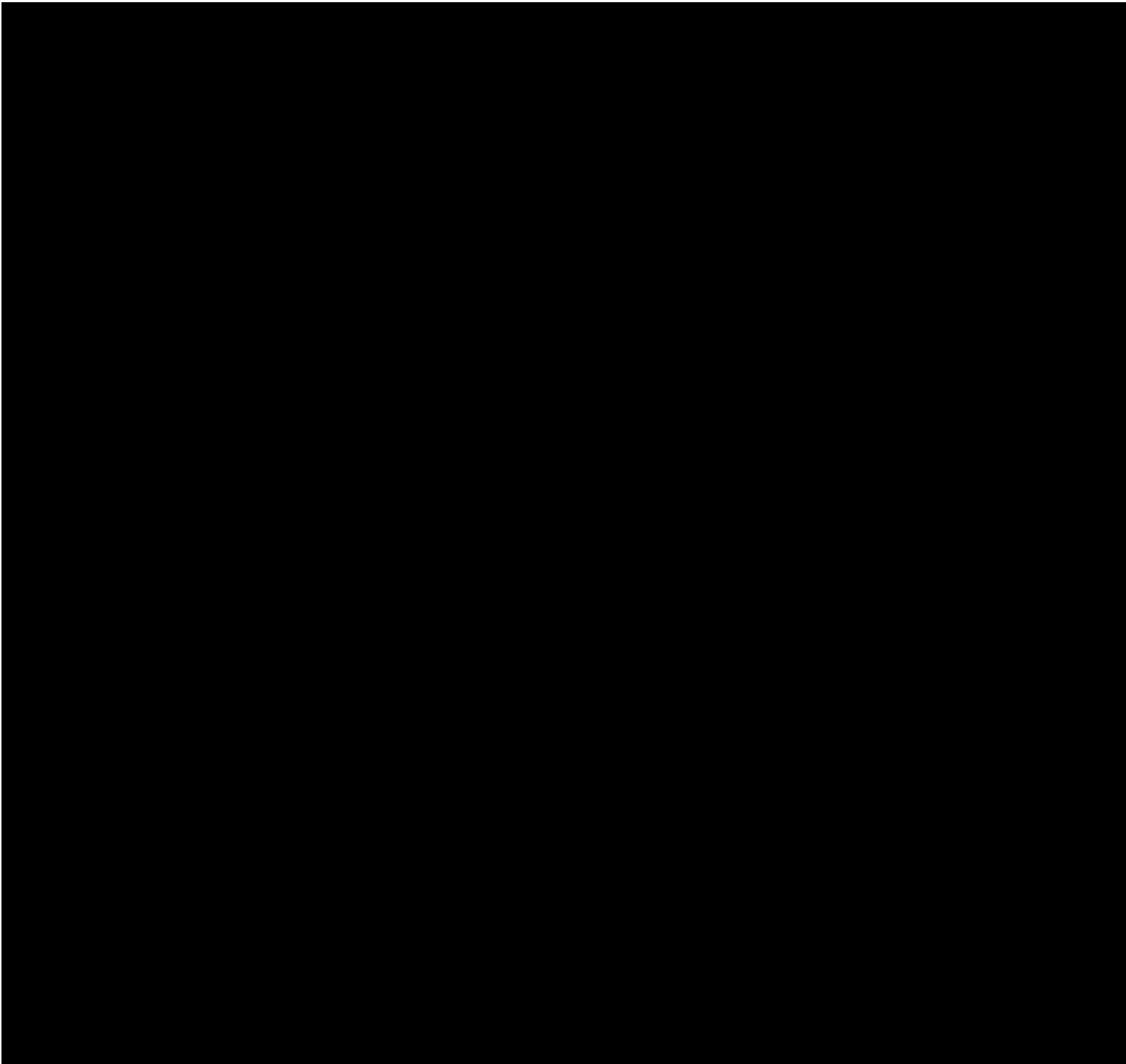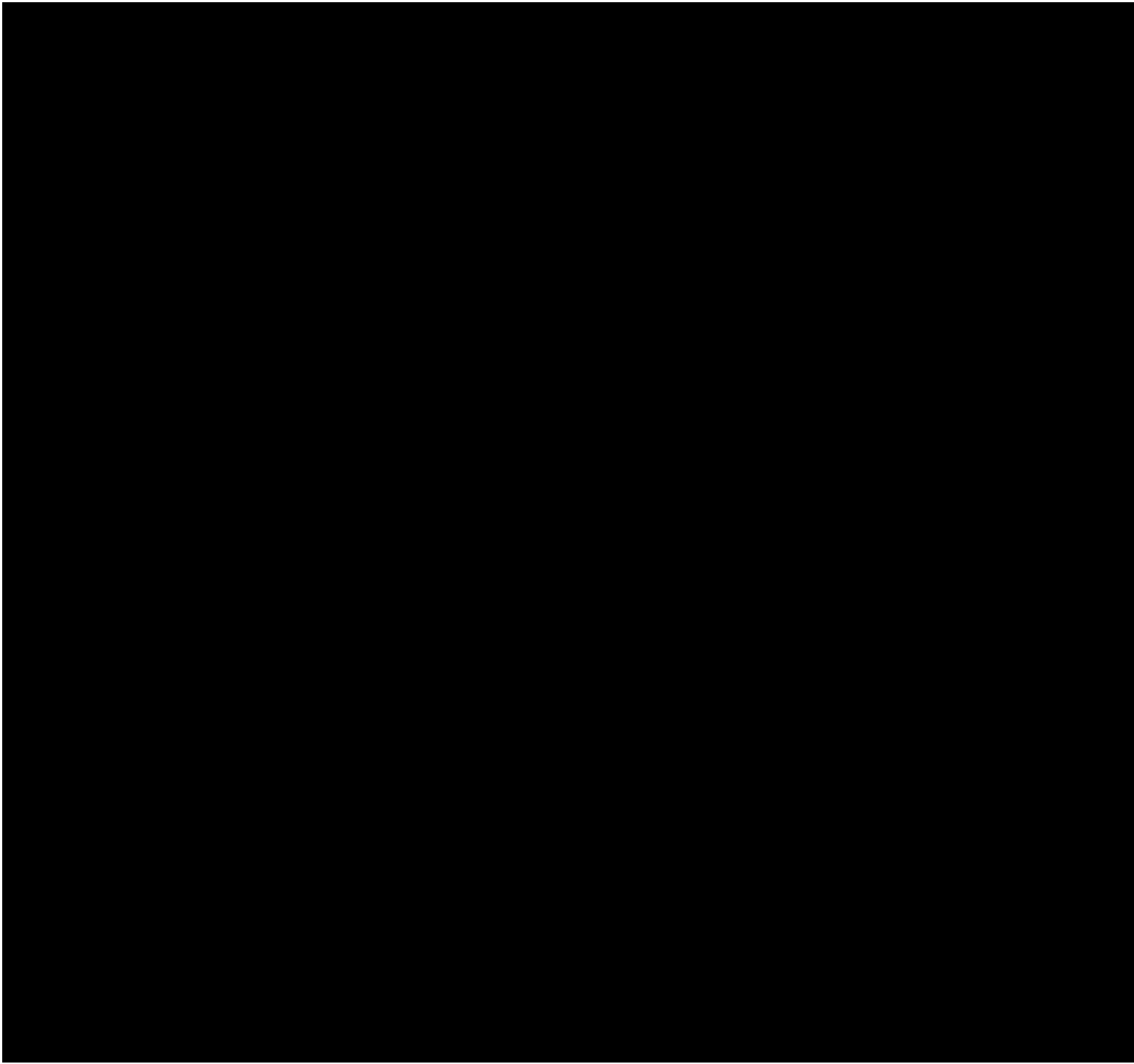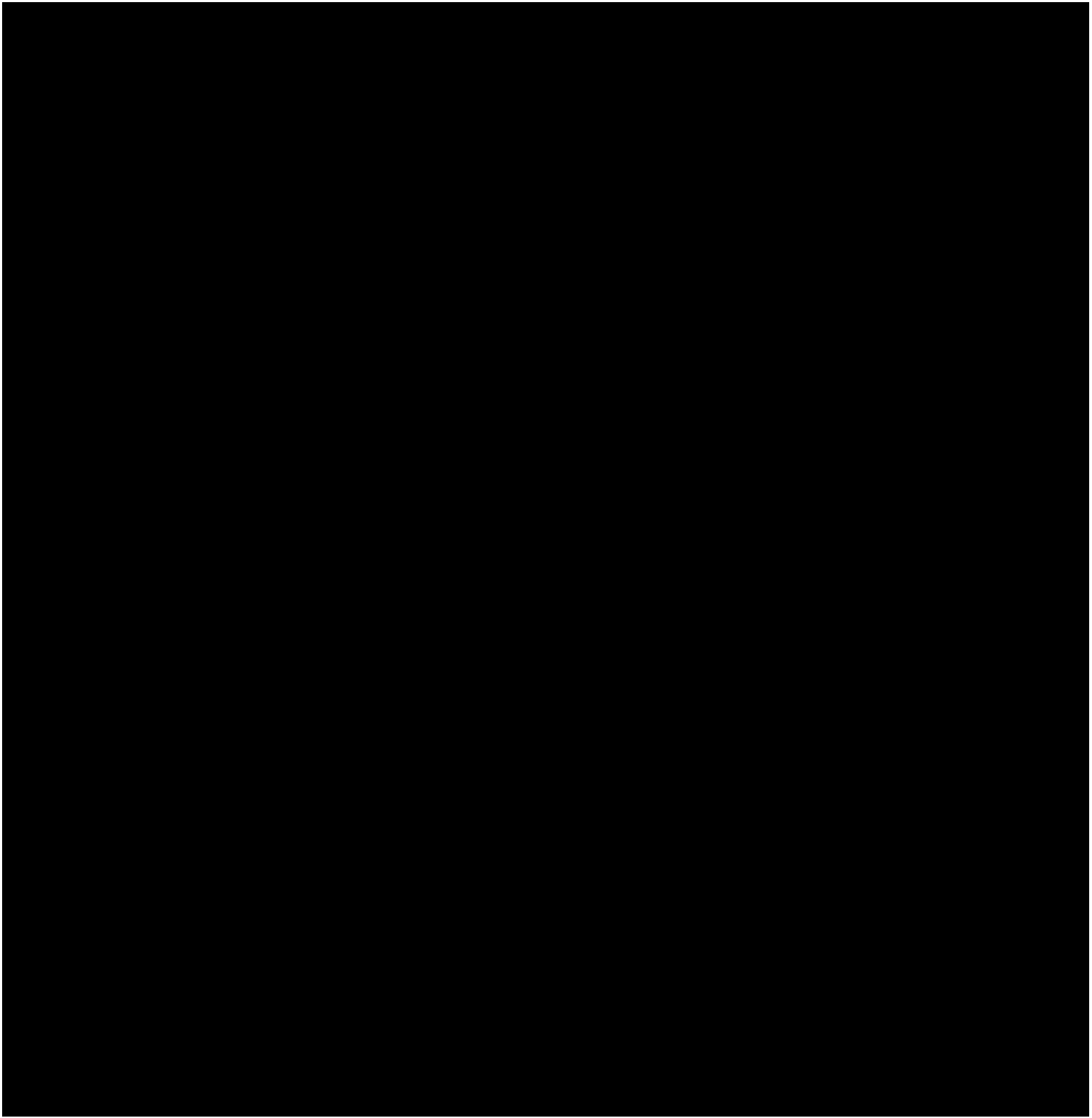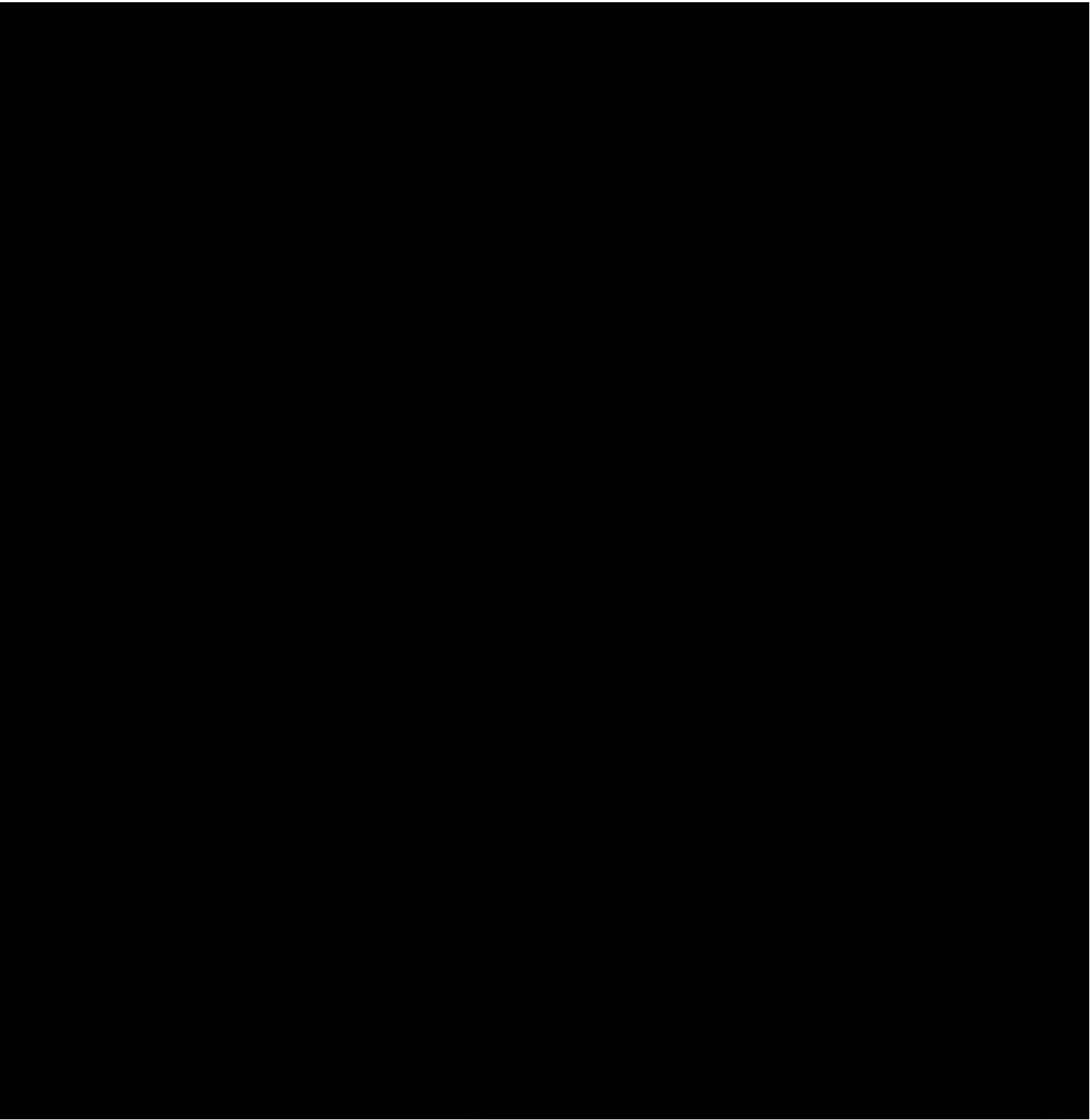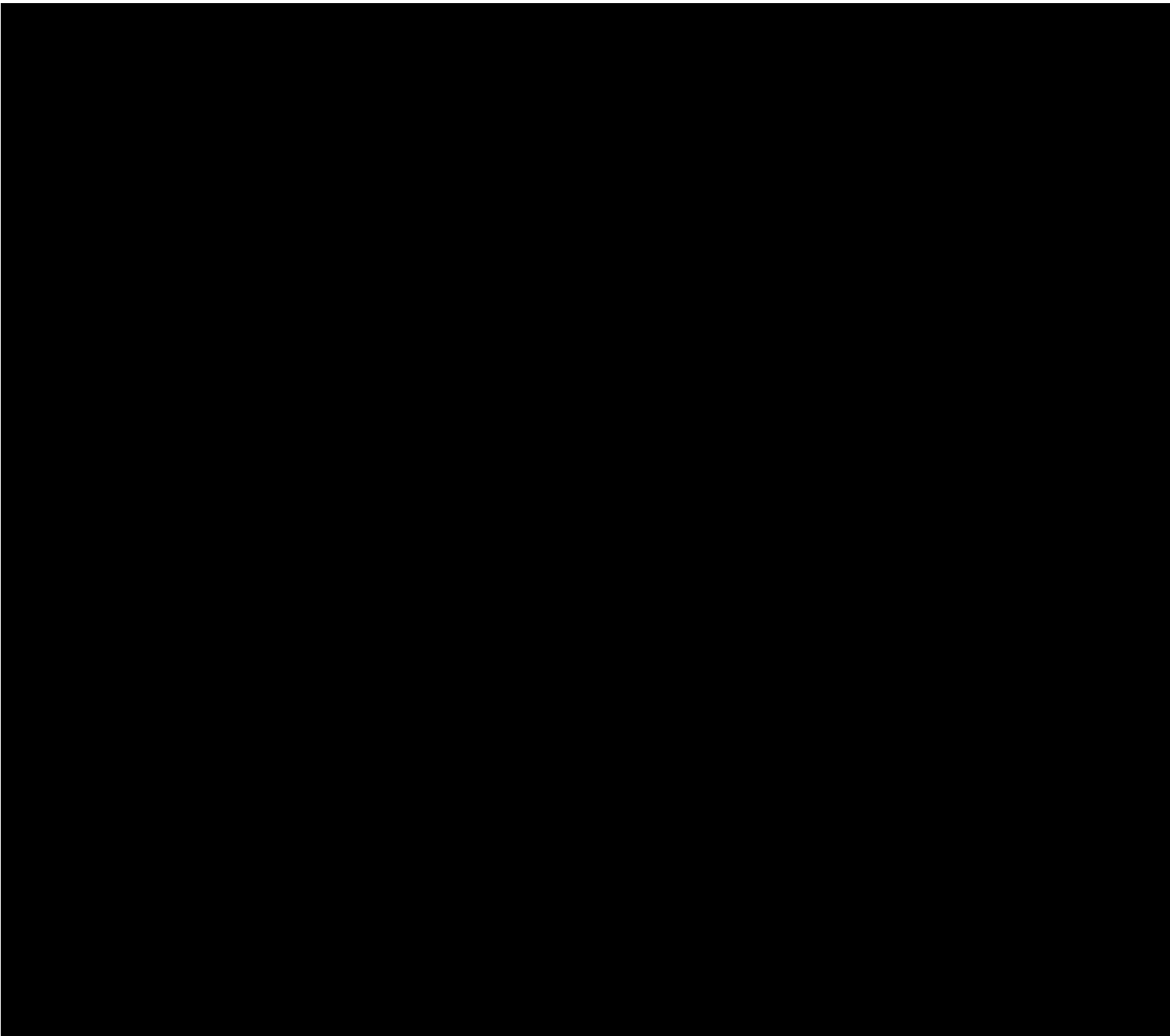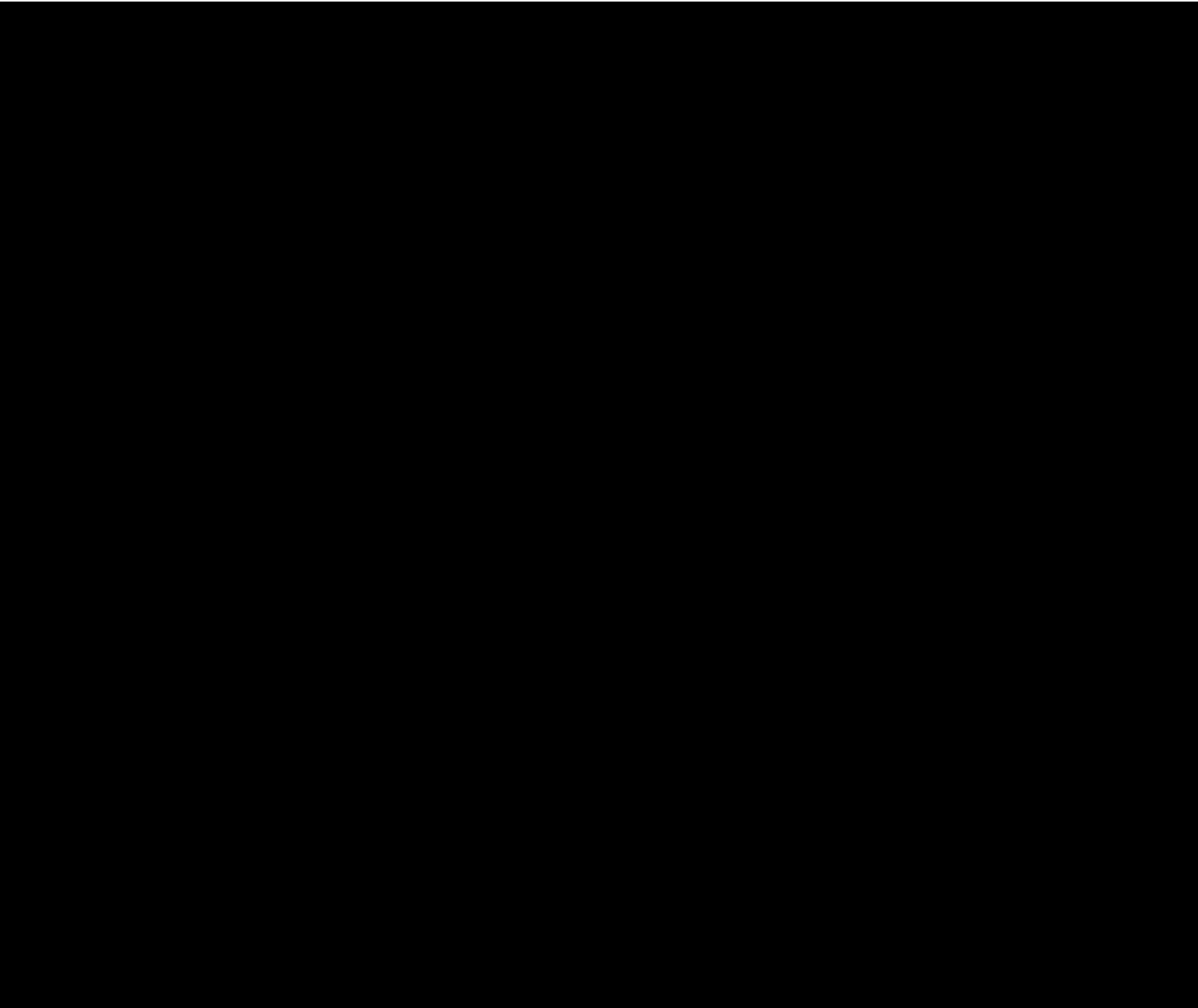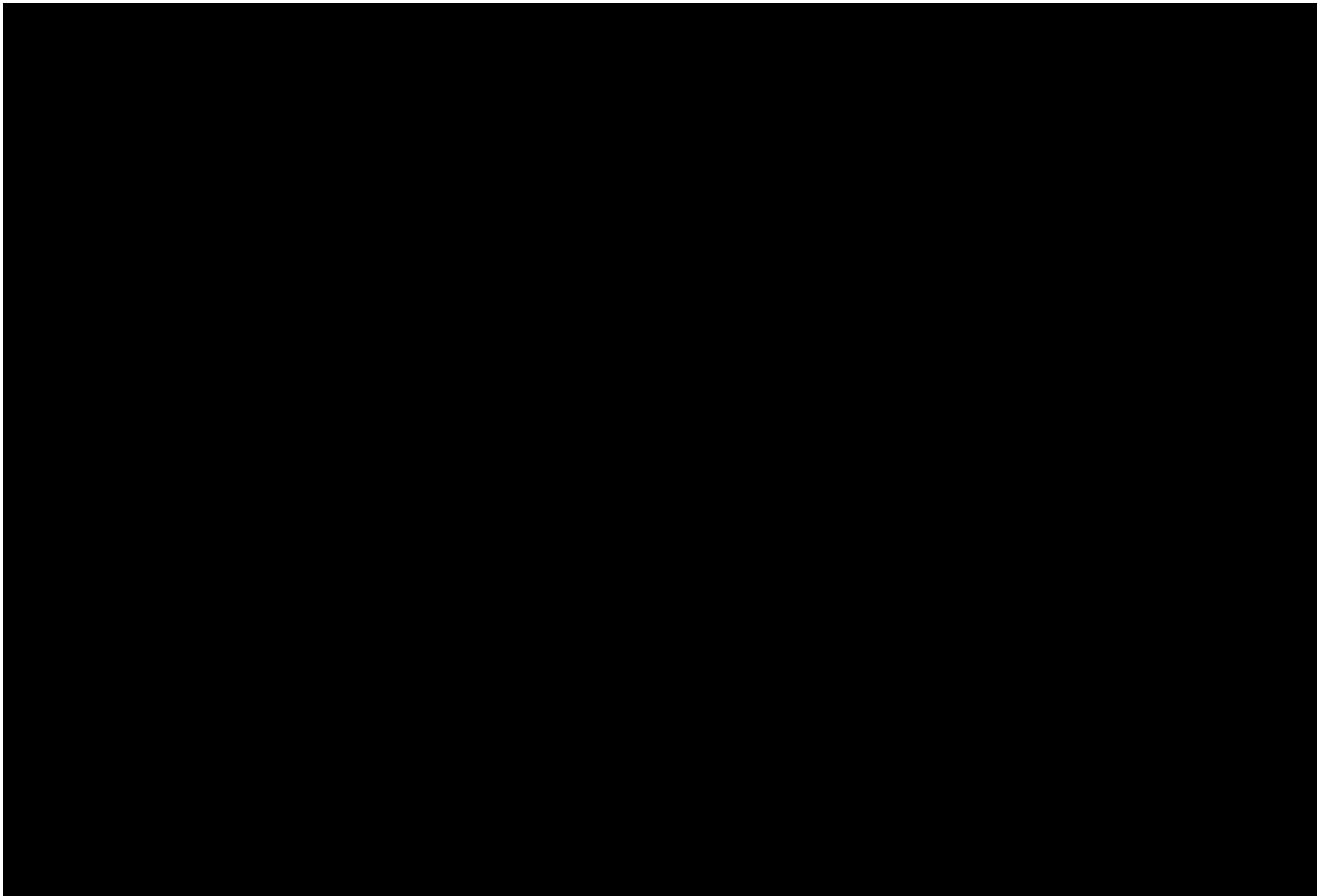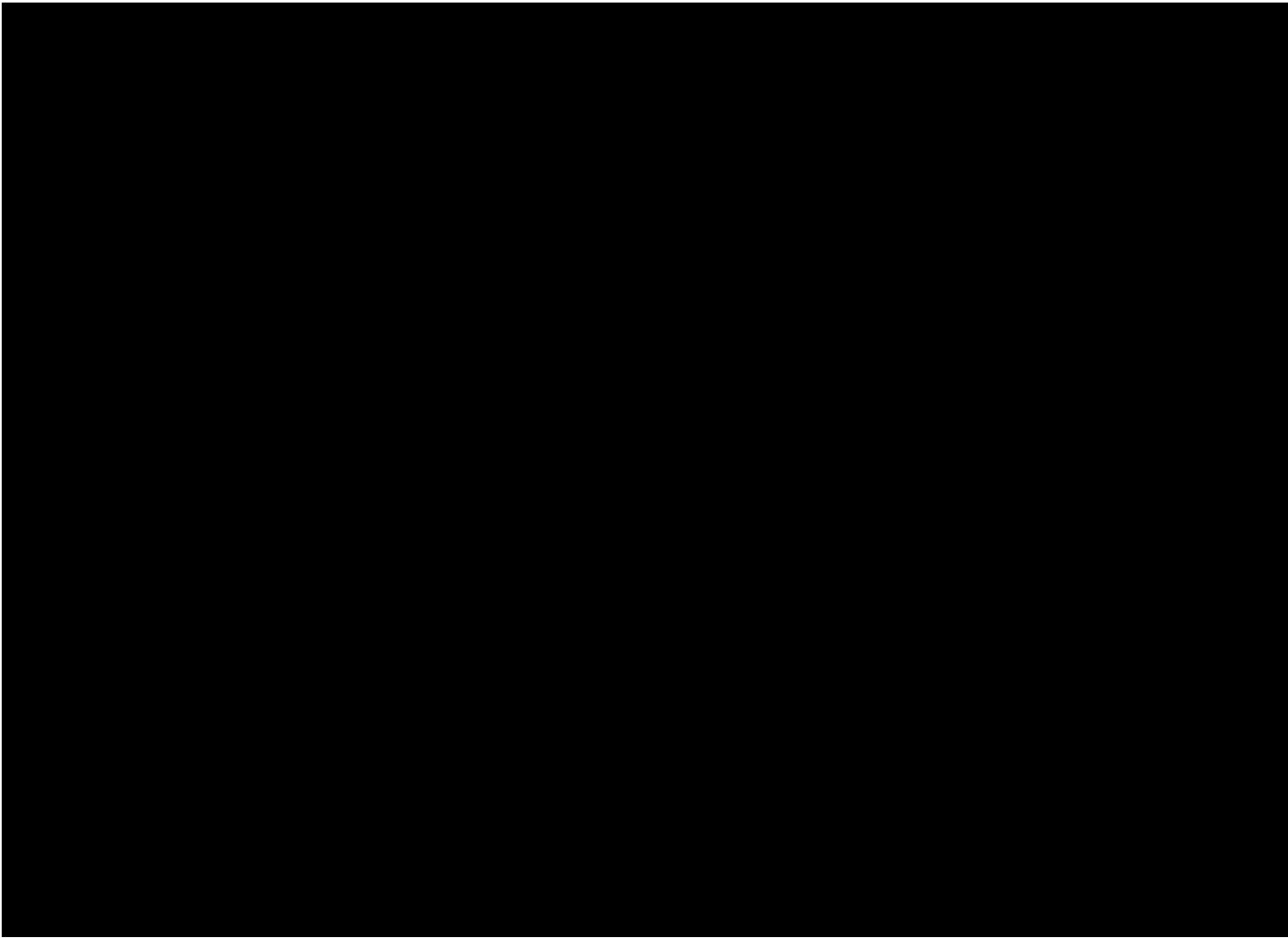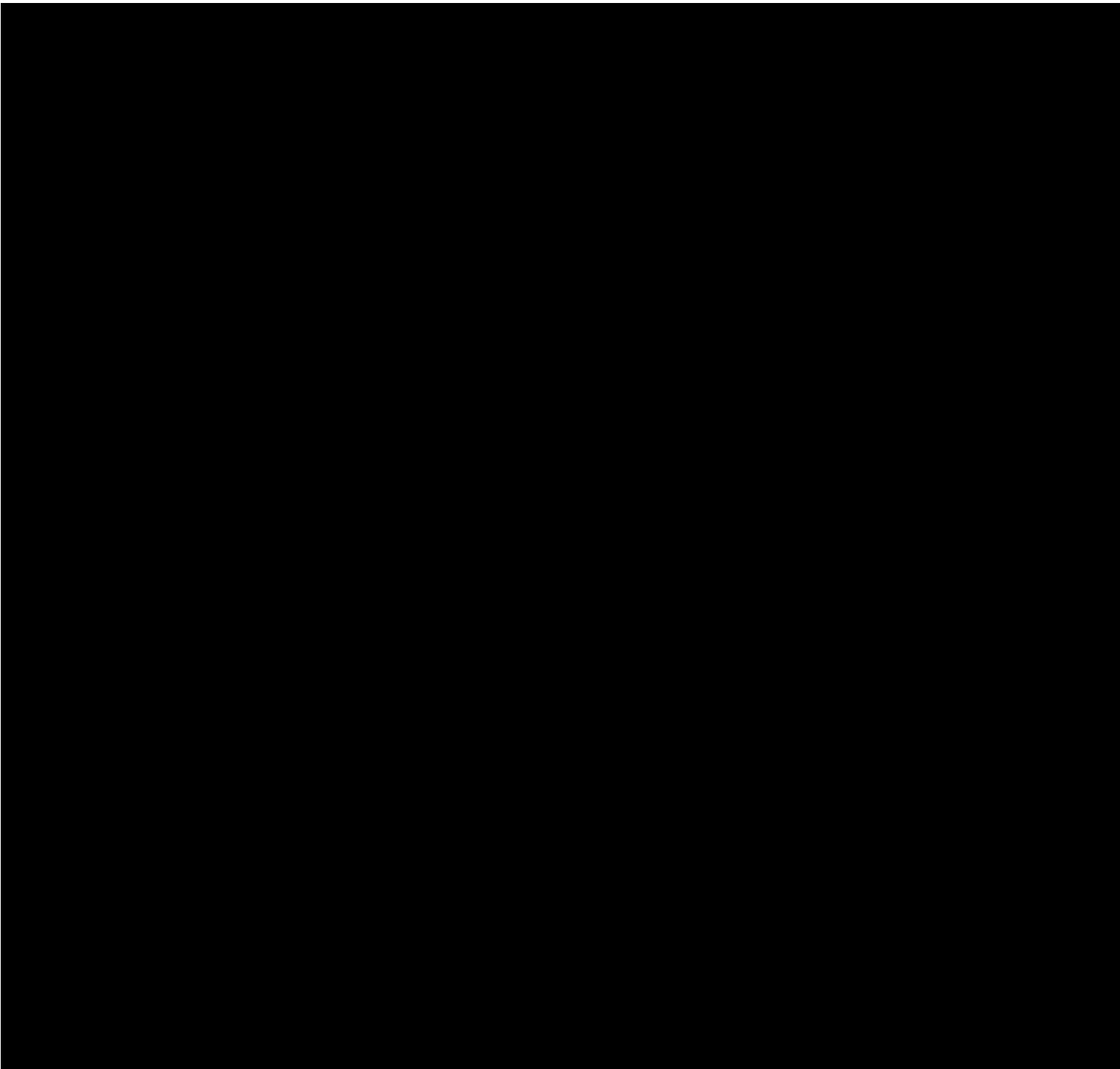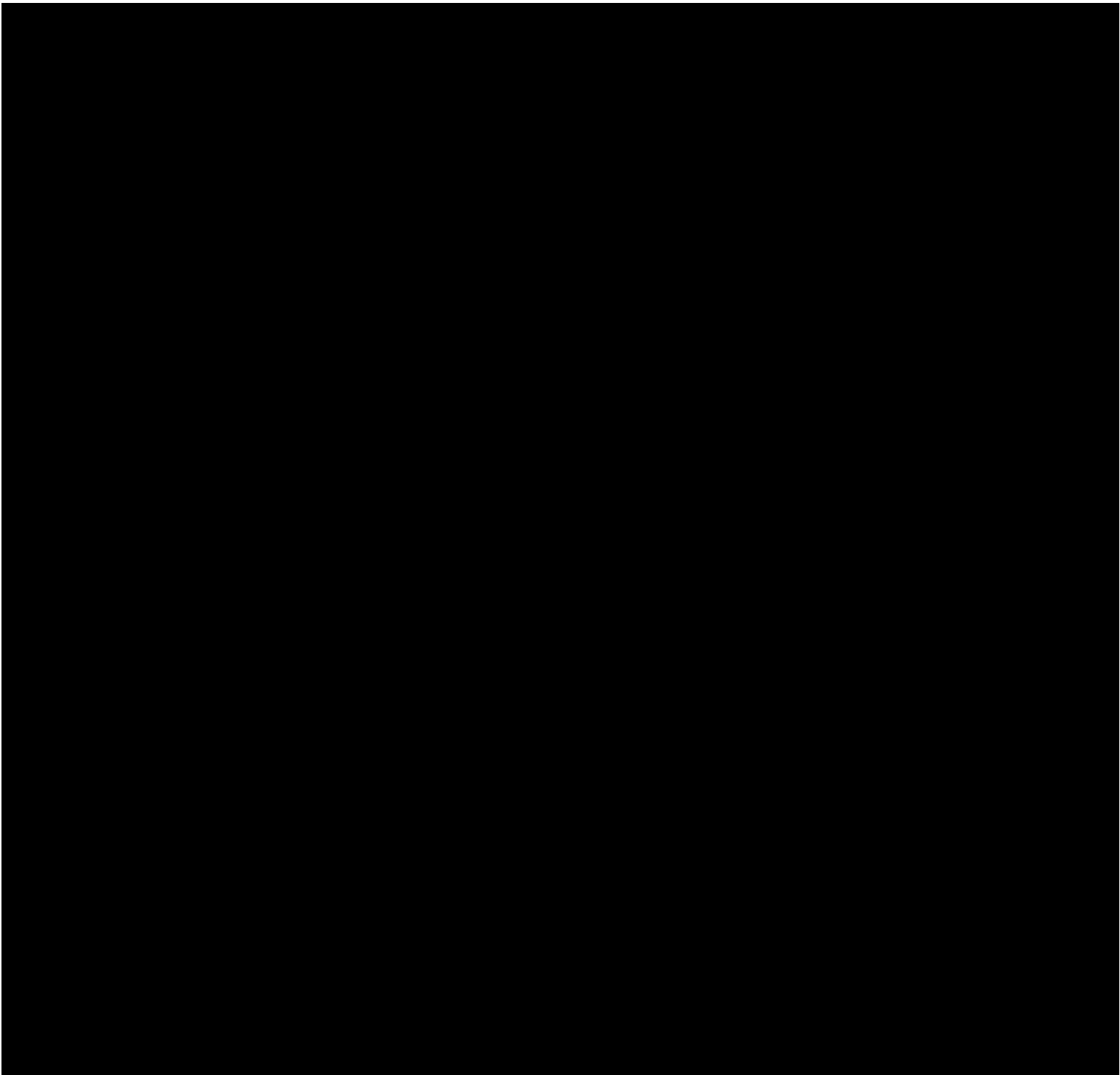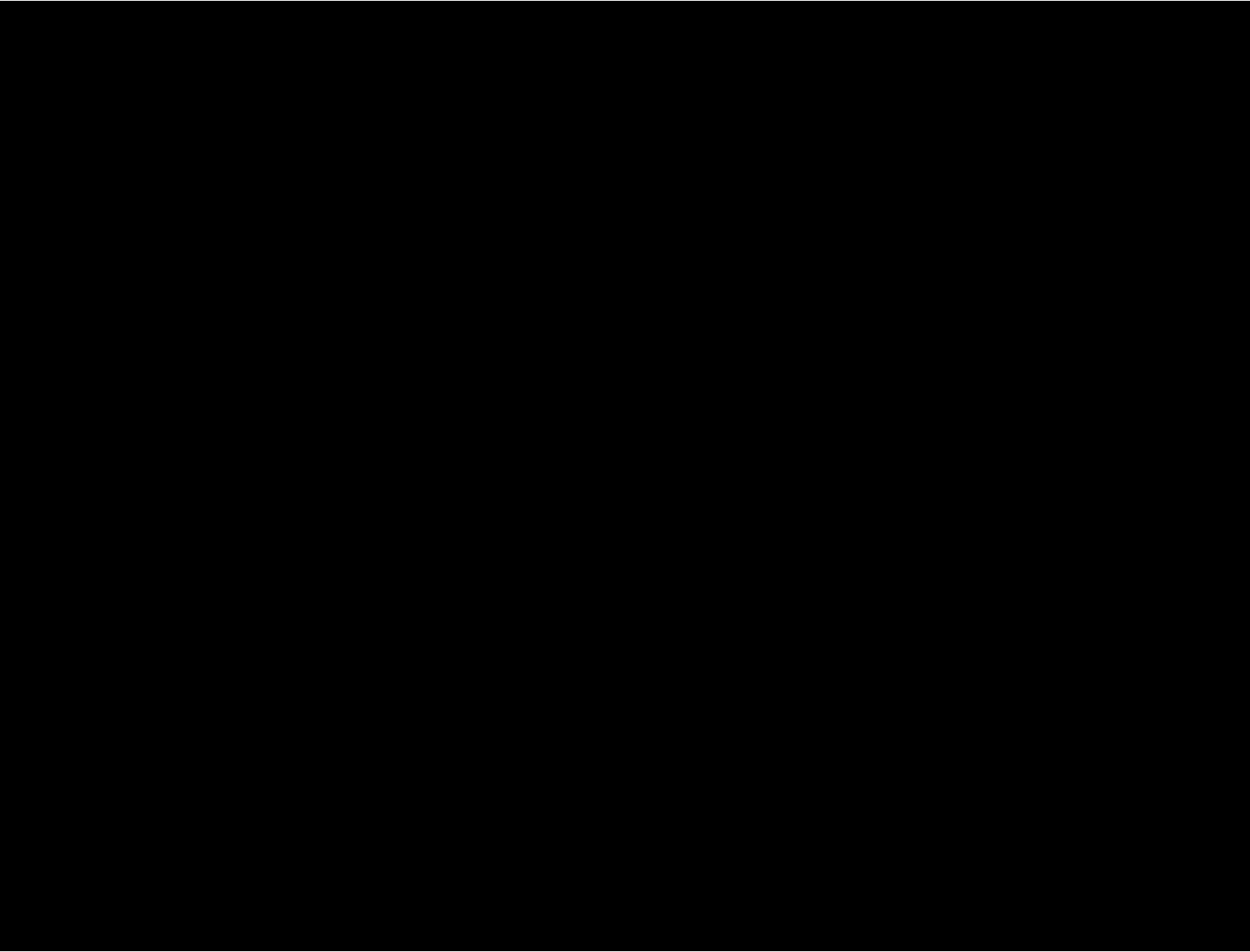
Appendix E: System Architecture Diagram

CAPTURE TRUTH
ACCELERATE JUSTICE
PROTECT LIFE

AXON

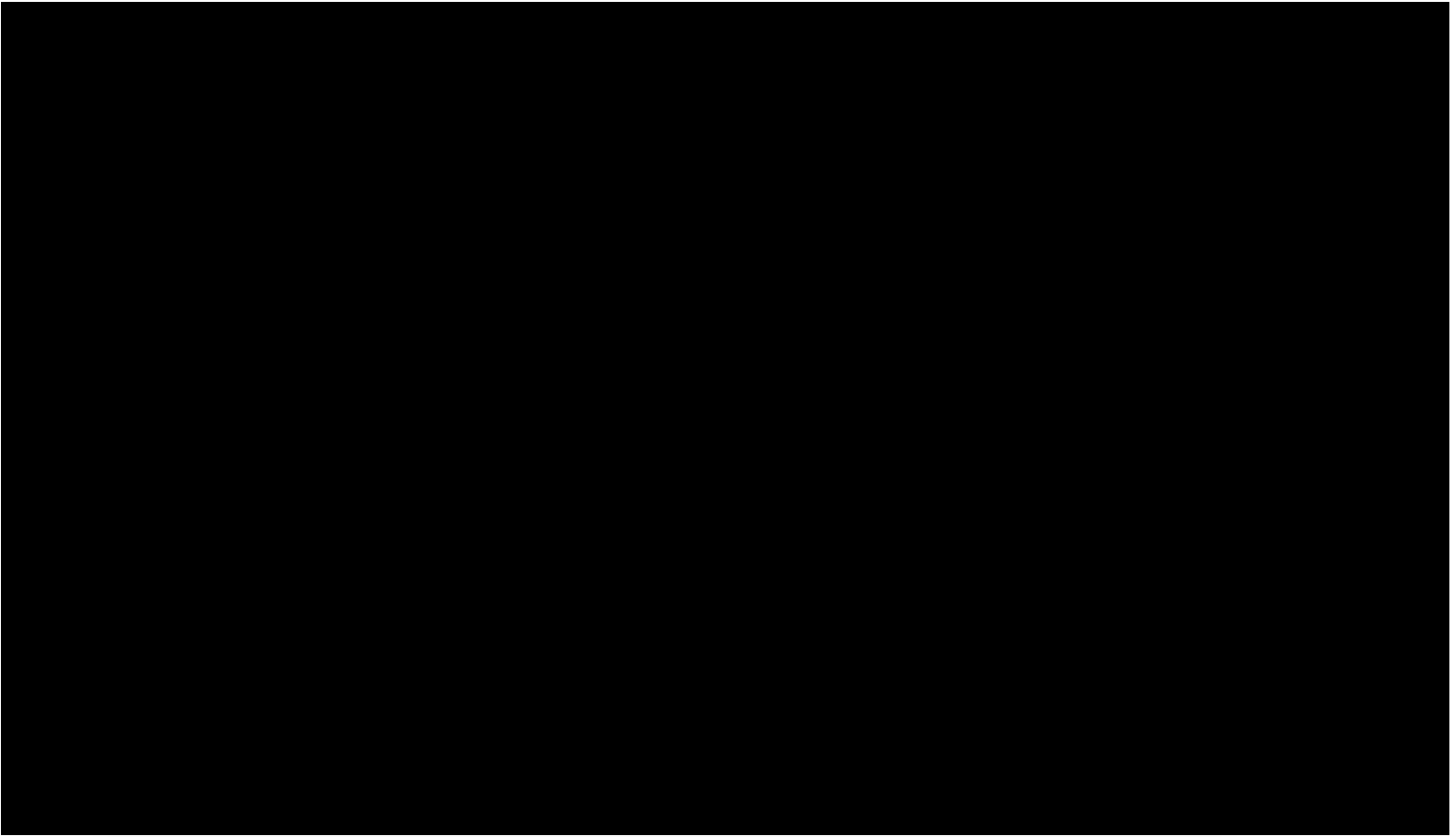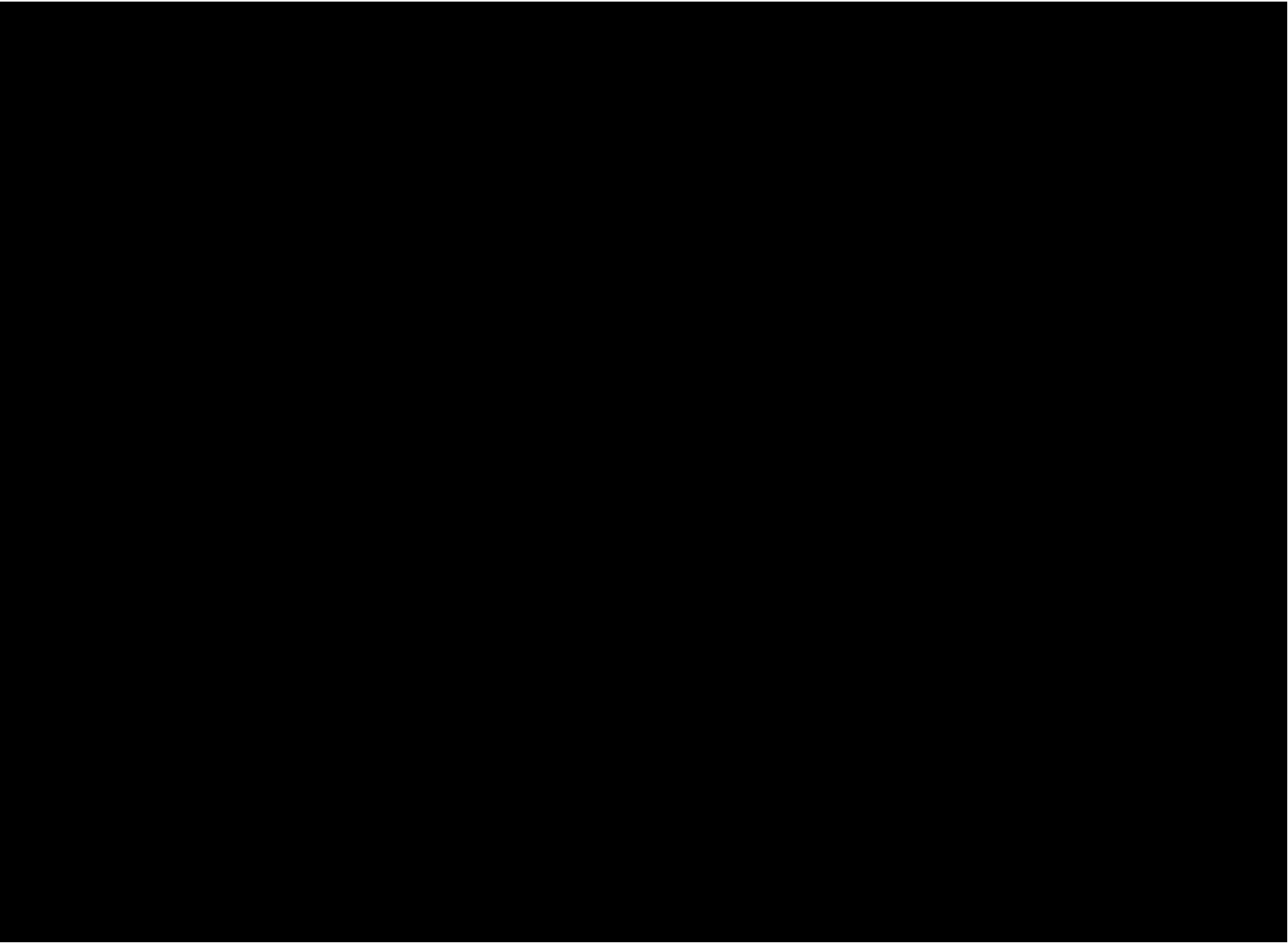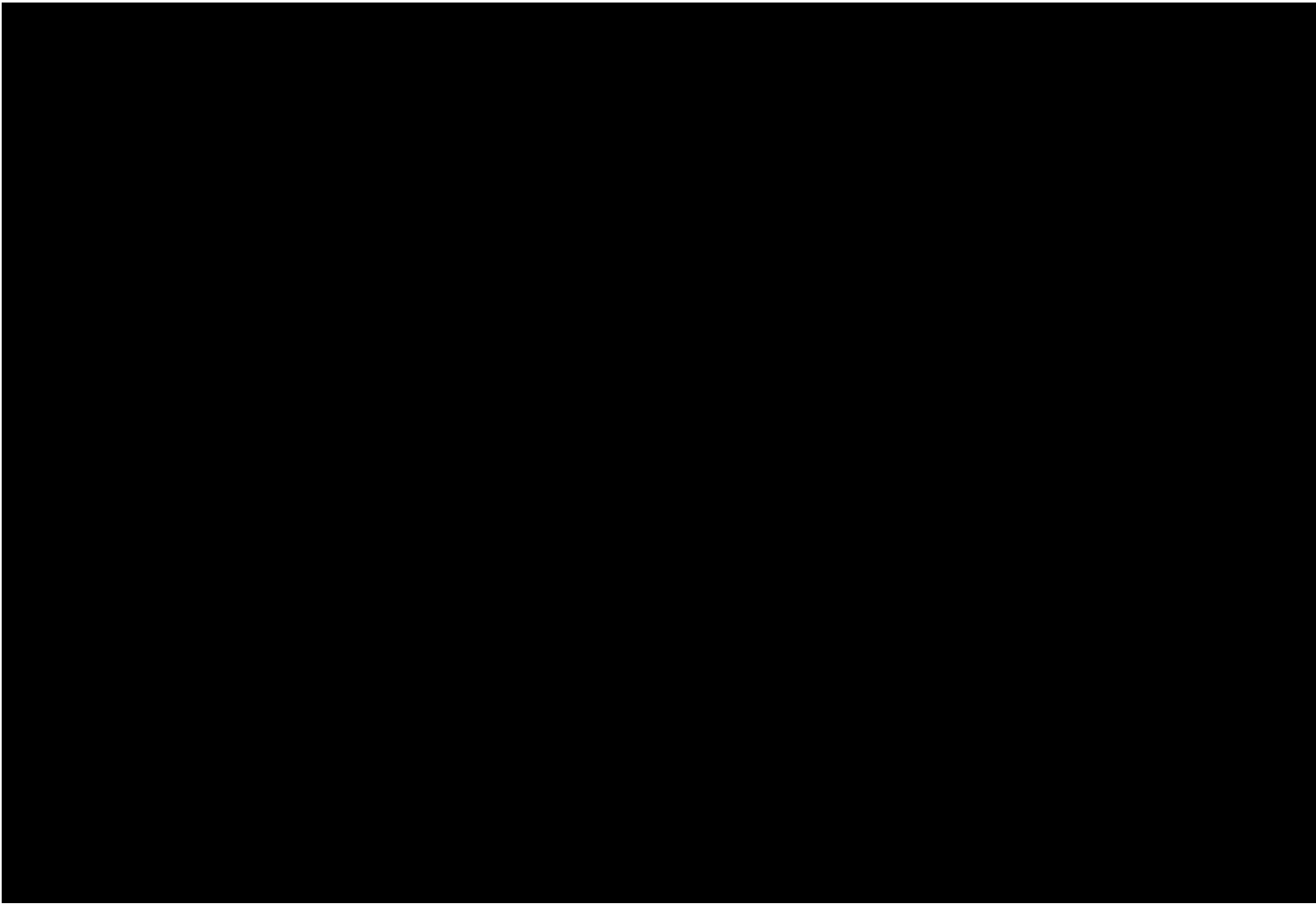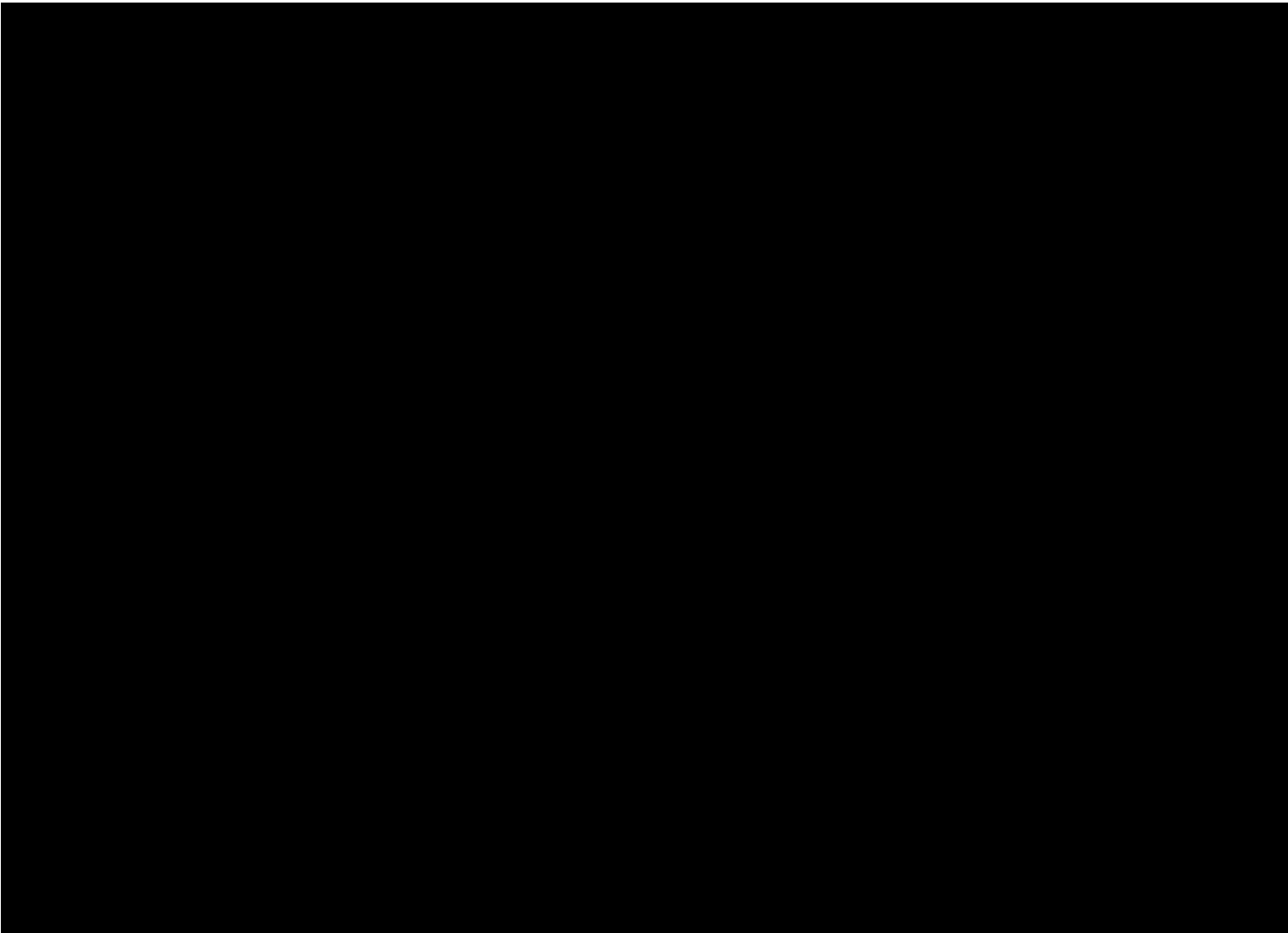| Ref. #	Primary Category	Sub Category	Functionality or Capability	Yes/No	Standard/Custom/Separate Module Third Party	Additional Comments
1	**Pre-Trial**					
1.1	Pre-Trial - Case Initiation					
1.1.1	Pre-Trial - Case Initiation	Core Functionality	System must allow the automated entry of case information from law enforcement and court systems via information exchanges (Police - In House Program, Sheriff's Office - OMSe ViaPath, VA Supreme Court - OCIS). Pull into log file where users can: - Validate Information received electronically - accept/reject information from information exchanges			
1.1.2	Pre-Trial - Case Initiation	Core Functionality	System must interface with the Henrico Division of Police's case management systems; TEMPO, Casebuilder, and ICR Builder. System must hyperlink to pdf of police report by clicking on the police report number anywhere on a case. All Henrico Division of Police's current case management systems were developed and maintained by the Henrico County Information Technology department.			
1.1.3	Pre-Trial - Case Initiation	Core Functionality	System should interface with the Henrico Division of Police to create a new case within the Commonwealth's Attorney's Office to pull in data referenced in 1.1.6 and 1.1.21.			
1.1.4	Pre-Trial - Case Initiation	Core Functionality	System should interface with the Henrico Division of Police's officer avoid date Excel workbook.			
1.1.5	Pre-Trial - Case Initiation	Core Functionality	System must interface with the Henrico Sheriff's Office Jail Management application (currently Motorola's Offendertrak and actively being replaced with ViaPath's OMSe) and shall notify user that a transportation order is needed when a court event is added to a case if the defendant is in custody in any facility other than the Henrico County Jail.			
1.1.6	Pre-Trial - Case Initiation	Core Functionality	System must create a new person record to be created if a person record does not exist when adding defendant to a case to include: (1) Last name, (2) First name, (3) Middle Name, (4) Prefix, (5) Suffix, (6) Race, (7) Gender, (8) Social Security number, (9) Date of birth, (10) Driver's license - State, number, (11) Phone numbers - Work, Home, Cell, Other, Fax, (12) Email address, (13) FBI number, (14) State ID number, (15) Addresses - Physical, mailing, (16) Height, (17) Weight, (18) Hair color, (19) Eye color, (20) Interpreter needed, (21) Primary language, (22) Gang affiliations, (23) Relationships, (24) Aliases, and (25) Alerts.			
1.1.7	Pre-Trial - Case Initiation	Core Functionality	System must generate and assign separate identifiers for each defendant.			
1.1.8	Pre-Trial - Case Initiation	Core Functionality	System must allow the user to merge case or defendant records if duplicates are found.			
1.1.9	Pre-Trial - Case Initiation	Core Functionality	Store an unlimited number of defendant aliases, including first/middle/last names, social security numbers, and dates of birth.			
1.1.10	Pre-Trial - Case Initiation	Core Functionality	System must allow a defendant to be marked as deceased.			
1.1.11	Pre-Trial - Case Initiation	Core Functionality	System must allow the mass updating of a deceased defendant's case to reflect they are closed because the defendant is deceased. Also, System should allow for notation or categorizing cause of death.			
1.1.12	Pre-Trial - Case Initiation	Core Functionality	System shall automatically capture the date a case was opened/created.			
1.1.13	Pre-Trial - Case Initiation	Core Functionality	System shall automatically re-open a closed case when a new charge is added to a closed case.			
1.1.14	Pre-Trial - Case Initiation	Core Functionality	System must generate and assign an internal case number for each case using locally-defined format and procedures. System must be capable of recording, indexing and using court assigned case number as primary identifier. Preferred internal case number is "YY-sequential numbering".			
1.1.15	Pre-Trial - Case Initiation	Core Functionality	System must allow data to be inputted by scanning barcode on warrant documents and have the data populate the appropriate fields in the system. Common fields would be name, date of birth, social security number, operators license number, race, sex, and charges (code section, Virginia Crime Commission code, offense date).			
1.1.16	Pre-Trial - Case Initiation	Core Functionality	System shall prevent duplicate internal case numbers from being used by comparing internal case number being entered or scanned on a court case to all internal case numbers found in system.			
1.1.17	Pre-Trial - Case Initiation	Core Functionality	System must automatically search itself for pre-existing case records that can be used to identify and link together multiple individuals and events.			
1.1.18	Pre-Trial - Case Initiation	Core Functionality	System must prompt/alert users when cases, defendants, or participants already exist in System that relate to a new case (e.g., defendants involved in other cases, aliases identified by the Pretrial Services unit), followed by a user-initiated search for pre-existing defendants, participants, and defense attorneys whom the user can apply to the current case, if appropriate, to avoid duplicate data entry (e.g., using participant names, addresses, and other identifiers).			
1.1.19	Pre-Trial - Case Initiation	Core Functionality	System must enable data entry of required elements for arrest, booking, citation, bail, and bond information for each defendant OR acquire this information from an existing court case management system (Virginia Supreme Court) to import the data automatically.			

Ref. #	Primary Category	Sub Category	Functionality or Capability	Yes/No	Standard/Custom/Separate Module Third Party	Additional Comments
1.1.20	Pre-Trial - Case Initiation	Core Functionality	System must capture charge code/statute information to include: (1) statute number, (2) VCC, (3) description, (4) change date, (5) change history, (6) charge type, (7) class, (8) penalty, (9) charge weight, and (10) charge notes.			
1.1.21	Pre-Trial - Case Initiation	Core Functionality	System must capture one or more charges on case to include: (1) Count, (2) Statute number, (3) Police report number, (5) Type, (6) Class, (7) VCC, (8) Offense date (and/or Offense date range), (9) Charge date, (10) Arrest date and (10) Charging document, (11) Case numbers - GDC, CC, JDR, (12) OTN, (13) WWatch#, (14) Summons #, (15) Arrest Report #, (16) Drug Type, (17) Victim(s), and (18) Complainant - no free entry of officers - must be from address book			
1.1.22	Pre-Trial - Case Initiation	Core Functionality	System shall include the word phrase "da/mo/year 'through' da/mo/year" when needed to for charges with date ranges on summons, warrants or indictments.			
1.1.23	Pre-Trial - Case Initiation	Core Functionality	System must be capable of using multiple court assigned case numbers, one per charge, at each level of Court, as primary identifiers. Case numbers associated with charge at lower level should reflect that in events and when case numbers changed upon certification to Circuit Court those case numbers should be used but not erase the lower Court case numbers.			
1.1.24	Pre-Trial - Case Initiation	Core Functionality	System should allow the user to enter reasons for initiation (e.g., new filing, case transferred from another jurisdiction, case bifurcated, previously closed case that has been reopened, de novo appeal, etc.).			
1.1.25	Pre-Trial - Case Initiation	Core Functionality	System must track which agency initiated the investigation or referred the charges.			
1.1.26	Pre-Trial - Case Initiation	Core Functionality	System must allow ability to designate the nature of the relationship between cases (co-defendants, multiple cases against the same defendant).			
1.1.27	Pre-Trial - Case Initiation	Core Functionality	System must alert/prompt user when there is a relationship between cases (co-defendants).			
1.1.28	Pre-Trial - Case Initiation	Core Functionality	System shall allow cases for co-defendants to be linked.			
1.1.29	Pre-Trial - Case Initiation	Core Functionality	System shall allow cases for co-defendants to be delinked by user.			
1.1.30	Pre-Trial - Case Initiation	Core Functionality	System should allow notation of deferred or declined prosecution based on prosecutor review and decision.			
1.1.31	Pre-Trial - Case Initiation	Core Functionality	System must indicate status of case (i.e. open, closed, fugitive, etc.).			
1.1.32	Pre-Trial - Case Initiation	Core Functionality	System must offer the ability to add and maintain: - attorney and staff names and contact information - case information - state statute and ordinance charges (adjust to changes in law) - case type (felony, misdemeanor, infraction, civil, other) - locations/courts - Other information deemed required for each person associated with the case, including defendant, witnesses, attorneys, judges, or others assigned a given case role.			
1.1.33	Pre-Trial - Case Initiation	Core Functionality	System must allow case status to be able to be changed (open, closed, fugitive)			
1.1.34	Pre-Trial - Case Initiation	Core Functionality	System shall allow a case type to be changed for a case.			
1.1.35	Pre-Trial - Case Initiation	Core Functionality	System terminology must be "Prosecutor", not "Plaintiff".			
1.1.36	Pre-Trial - Case Initiation	Core Functionality	System must allow prosecutors to be added on cases.			
1.1.37	Pre-Trial - Case Initiation	Core Functionality	System must allow multiple prosecutors to be added on cases. They should be labeled as Primary and Secondary.			
1.1.38	Pre-Trial - Case Initiation	Alerts / Notifications	System should alert/notify prosecutor (e.g. send email or instant message or text) of being assigned to a case.			
1.1.39	Pre-Trial - Case Initiation	Alerts / Notifications	System shall send email notifications to prosecutors when they are removed from a case			
1.1.40	Pre-Trial - Case Initiation	Core Functionality	System must allow special prosecutors to be added to cases.			
1.1.41	Pre-Trial - Case Initiation	Core Functionality	System must allow multiple special prosecutors to be added to cases. They should be labeled as Primary and Secondary.			
1.1.42	Pre-Trial - Case Initiation	Core Functionality	System must allow defense attorneys to be added to cases.			
1.1.43	Pre-Trial - Case Initiation	Core Functionality	System must allow multiple defense attorneys to be added to cases. They should be labeled as Primary and Secondary.			
1.1.44	Pre-Trial - Case Initiation	Core Functionality	System must allow designating defense attorneys as appointed, retained, waived or pro se on cases (type).			
1.1.45	Pre-Trial - Case Initiation	Core Functionality	System must have the ability to store important information on Prosecuting Attorneys. This information includes: a. Bar number (as optional field and should auto-fill if known when name is selected) b. Address c. Phone numbers d. E-mail			

Ref. #	Primary Category	Sub Category	Functionality or Capability	Yes/No	Standard/Custom/Separate Module Third Party	Additional Comments
1.1.46	Pre-Trial - Case Initiation	Core Functionality	System must have the ability to store important information on Defense Attorneys. This information includes: a. Bar number (as optional field and should auto-fill if known when name is selected) b. Address c. Phone numbers d. E-mail			
1.1.47	Pre-Trial - Case Initiation	Core Functionality	System must have ability to list multiple contact numbers (phone numbers) for a person, by type of number. For example, cell phone numbers, home numbers, and work phone numbers.			
1.1.48	Pre-Trial - Case Initiation	Core Functionality	System must have ability to assign cases to a prosecutor based on court date or docket.			
1.1.49	Pre-Trial - Case Initiation	Core Functionality	System must have ability to add and remove contacts to a case.			
1.1.50	Pre-Trial - Case Initiation	Core Functionality	System must allow prior prosecutor, defense attorney, court, or Victim/Witness case worker to remain on cases re-assigned with a status of 'Inactive Prosecutor', 'Inactive Defense Attorney', 'Inactive Victim/Witness Case Worker' etc. if a new professional is replacing a current professional on a case.			
1.1.51	Pre-Trial - Case Initiation	Core Functionality	System must allow a mass update for any professionals associated with a particular agency when that agency's address is changed.			
1.1.52	Pre-Trial - Case Initiation	Core Functionality	System must be able to handle multiple law enforcement agencies to include but not limited to local, state, and federal agencies.			
1.1.53	Pre-Trial - Case Initiation	Core Functionality	System must allow the user to capture or allow entry of other case participants (e.g., corrections, law enforcement) and establish relationships of participants to the case.			
1.1.54	Pre-Trial - Case Initiation	Core Functionality	A law enforcement agency and personnel must be easily entered to a case. During the entry process, users can choose from a list of police officers and investigators. If a person is not found in the list the desired system should allow the person to be added to System and not allow free-form text entry.			
1.1.55	Pre-Trial - Case Initiation	Core Functionality	System must have the ability to store the following details for law enforcement personnel. a. Badge number (AS OPTIONAL FIELD) b. Name c. Agency the law enforcement personnel is with d. Address e. Email address f. Phone numbers			
1.1.56	Pre-Trial - Case Initiation	Core Functionality	System must have the ability to store the following details for inactive (retired/separated) law enforcement personnel linked to former active address book entry. a. Name b. Address c. Email address f. Phone numbers			
1.1.57	Pre-Trial - Case Initiation	Core Functionality	System must allow a given participant to have multiple roles (e.g., victim and complainant, complainant and grand jury witness), both within and across cases.			
1.1.58	Pre-Trial - Case Initiation	Core Functionality	System must have a list of agencies and personnel from which to choose and an option to add new agencies and personnel, but not free-form entry.			
1.1.59	Pre-Trial - Case Initiation	Core Functionality	System should interface with the courts for orders, warrants and to share subpoena and information on return service, including Commonwealth of Virginia Supreme Court Case Management System.			
1.1.60	Pre-Trial - Case Initiation	Core Functionality	System must have ability to include multiple addresses for multiple address types for contacts, including but not limited to work, home, and previous or last known address.			
1.1.61	Pre-Trial - Case Initiation	Core Functionality	System must be able to mark primary address and have that be the default address for a person.			
1.1.62	Pre-Trial - Case Initiation	Core Functionality	System must keep an address history for persons in the system.			
1.1.63	Pre-Trial - Case Initiation	Core Functionality	System must have the ability to add contacts without adding them to a case (i.e. address book).			
1.1.64	Pre-Trial - Case Initiation	Core Functionality	System must have the ability to add contacts (i.e. address book) and then associate them with a case.			
1.1.65	Pre-Trial - Case Initiation	Core Functionality	System must allow the user to enter each charge and count to produce charging documents.			
1.1.66	Pre-Trial - Case Initiation	Alerts / Notifications	System must track and provide reports and notifications on case status, defendant status, and charge status.			
1.1.67	Pre-Trial - Case Initiation	Documents	System must allow the user to create all documents needed for filing based on the records and document management functionality.			

Ref. #	Primary Category	Sub Category	Functionality or Capability	Yes/No	Standard/Custom/Separate Module Third Party	Additional Comments
1.1.68	Pre-Trial - Case Initiation	Core Functionality	System must be able to create certain events automatically upon the creation of other specific events (based on user-created rules). For example, the creation of a bifurcation notice date based on a created trial date.			
1.1.69	Pre-Trial - Case Initiation	Alerts / Notifications	System must support the creation of alerts pertaining to each case and defendant, such as the need for action or time constraint (speedy trial).			
1.1.70	Pre-Trial - Case Initiation	Alerts / Notifications	System must automatically notify assigned attorney, paralegal, Victim/Witness advocate, etc., if pre-existing case is no longer in warrant status and a court date is set.			
1.1.71	Pre-Trial - Case Initiation	Alerts / Notifications	System must automatically notify prosecutors handling the pre-existing case of any held charges, new charges, or cases related to existing defendants.			
1.1.72	Pre-Trial - Case Initiation	Alerts / Notifications	System must automatically inform prosecutor reviewing a new case if any participants are involved in other cases.			
1.1.73	Pre-Trial - Case Initiation	Core Functionality	System must distinguish courtroom assignments and workflow events.			
1.1.74	Pre-Trial - Case Initiation	Core Functionality	System must have an initial search that would ideally show assigned prosecutor, defense attorney, court date and courtroom as a quick summary.			
1.2	Pre-Trial - All Events					
1.2.1	Pre-Trial - All Events	Core Functionality	System must track all events, including initial appearance, preliminary hearing, arraignment, pretrial conferences, motion hearings and other meeting, court events and scheduled activities. System must track changes in real time and update immediately.			
1.2.2	Pre-Trial - All Events	Core Functionality	System must auto populate court times with set defaults with ability to overwrite by user (e.g. Circuit Court = 9:30 a.m. or 1:30 p.m.).			
1.2.3	Pre-Trial - All Events	Core Functionality	System must capture unlimited courtroom numbers for each court on a case. Currently our Courts use 6 Circuit Court designations, 6 General District Court designations, and 5 Juvenile and Domestic Relations designations.			
1.2.4	Pre-Trial - All Events	Core Functionality	System must track the outcomes of each event (i.e. continued, completed, fugitive, etc.).			
1.2.5	Pre-Trial - All Events	Core Functionality	System must record: - The indictment - The charges (capture amended charges and code sections if case is amended) - The plea/plea agreement/correspondence - Collect and track defense counsel - Collect, prepare, and track discovery - Collect and track bail status/conditions - Bond status - No contact orders - Supporting evidence - Incident/Arrest information - Retain identification information for cases filed in all courts - Court and Courtroom number - Judge			
1.2.6	Pre-Trial - All Events	Core Functionality	System shall capture one or more court events on a case to include: (1) Court event date, (2) Court event time, (3) Court, (4) Courtroom, (5) Judge, (7) Court event type, (8) Event Status, (9) Court event notes, (10) Victim/Witness staff, (11) Prosecutors - 1st, 2nd and 3rd chair, (12) Defense attorneys - 1st, 2nd and 3rd chair, (13) Case numbers, (14) Associated charges, (15) Show list of who was subpoenaed, and (16) create an activity which details where the physical file is located.			
1.2.7	Pre-Trial - All Events	Core Functionality	System shall prompt user for next court event date when an event is disposed with a disposition and auto populate the new court event created with all data from the court event being continued (i.e. event type, courtroom, Judge, prosecutors, defense attorneys, charges) and automatically set event status to pending.			
1.2.8	Pre-Trial - All Events	Core Functionality	System must be capable of using multiple court assigned case numbers, one per charge, at each level of Court, as primary identifiers. Case numbers associated with charge at lower level should reflect that in events and when case numbers changed upon certification to Circuit Court those case numbers should be used but not erase the lower Court case numbers.			
1.2.9	Pre-Trial - All Events	Core Functionality	System must allow mass-reassignment of open cases by attorney, court, Victim/Witness case worker, or judge.			
1.2.10	Pre-Trial - All Events	Core Functionality	System must update the defense attorney information on all future events without a disposition when a new defense attorney replaces the existing defense attorney on a case.			
1.2.11	Pre-Trial - All Events	Core Functionality	System must update the prosecutor information on all future events without a disposition should a new prosecutor be assigned in the role of prosecutor on a case.			
1.2.12	Pre-Trial - All Events	Core Functionality	System should be able to show a prosecutor handling an event without them being assigned to a case. For example: a prosecutor may handle the arraignment but ultimately, not be assigned to the case.			
1.2.13	Pre-Trial - All Events	Core Functionality	System must automatically associate all charges without a disposition with every new court event created for a case.			

Ref. #	Primary Category	Sub Category	Functionality or Capability	Yes/No	Standard/Custom/Separate Module Third Party	Additional Comments
1.2.14	Pre-Trial - All Events	Core Functionality	System must automatically create specific events and forms when the Grand Jury event is made.			
1.2.15	Pre-Trial - All Events	Core Functionality	System must allow a court event on a case to be deleted once confirmation to delete is provided by user.			
1.2.16	Pre-Trial - All Events	Core Functionality	System must have ability to make notes on individual events.			
1.2.17	Pre-Trial - All Events	Alerts / Notifications	System must track if a defendant remains in custody and if so, track time remaining before case must be brought to trial.			
1.2.18	Pre-Trial - All Events	Alerts / Notifications	System must provide instant notification of scheduling conflicts.			
1.2.19	Pre-Trial - All Events	Alerts / Notifications	System must provide instant notification if event date is 30 days prior to current date.			
1.2.20	Pre-Trial - All Events	Alerts / Notifications	System must provide instant notification if event date is 90 days prior to current date.			
1.2.21	Pre-Trial - All Events	Alerts / Notifications	System must provide an alert notification if event date is 3 years in the future in relation to the current date.			
1.2.22	Pre-Trial - All Events	Alerts / Notifications	System must provide alerts and notifications to ensure users understand who is required at each event, what artifacts (e.g., evidence, testimony, etc.) they need for each event, and when and where each event is to take place. This includes: - event status (pending, complete, overdue) - logging receipt of documents - meetings - correspondence - work products - task assignments - deadlines - contacts			
1.2.23	Pre-Trial - All Events	Calendar/Scheduling	System must integrate with Outlook calendars and system calendars to create and view events and tasks assigned to individuals.			
1.2.24	Pre-Trial - All Events	Calendar/Scheduling	System must send an email, instant message or text to all case participants when a new event is created within a case. For example, when a case is continued, an email containing the new date is sent.			
1.2.25	Pre-Trial - All Events	Calendar/Scheduling	System must track tasks assigned to individuals.			
1.2.26	Pre-Trial - All Events	Calendar/Scheduling	System must capture holidays, weekends, court conference dates, court closings, etc. so dates are unavailable for court events being scheduled.			
1.2.27	Pre-Trial - All Events	Search	System must have robust search engine that allows users to search any aspects of a case, or case documents, including complex searches on multiple fields.			
1.2.28	Pre-Trial - All Events	Audit	System must capture when any part of a case is viewed/accessed in the audit trail history.			
1.2.29	Pre-Trial - All Events	Audit	System must allow changes to current or future events without affecting the historical records of the case.			
1.2.30	Pre-Trial - All Events	Audit	System must allow users without administrative privileges to amend/add/modify/delete defendant name/alias, witness name/alias, witness address/phone number, event, and attachments.			
1.3	Pre-Trial - Data Entry					
1.3.1	Pre-Trial - Data Entry	Core Functionality	System must allow for different class types of cases, for example felony, misdemeanor, infractions, civil and other.			
1.3.2	Pre-Trial - Data Entry	Core Functionality	System must allow for work to be entered in that will later be classified as active case, or investigation.			
1.3.3	Pre-Trial - Data Entry	Core Functionality	System must allow users to check defendant social security numbers, date of birth, operator's license number, and police report number against existing data, to prevent duplicate entries.			
1.3.4	Pre-Trial - Data Entry	Core Functionality	System must have the ability to create custom fields, for instance police case number field.			
1.3.5	Pre-Trial - Data Entry	Core Functionality	System must have the ability to create custom fields, for instance the Virginia Crime Commission (VCC) code.			
1.3.6	Pre-Trial - Data Entry	Core Functionality	System must have a function that repeats insertion of repetitive data on command. For example, when a defendant has multiple counts of the same charge.			
1.3.7	Pre-Trial - Data Entry	Core Functionality	System must have a function that repeats repetitive case data for multiple co-defendants on command. For example: for three co-defendants that have the same charges, the system would have ability to copy case information into each case by inserting the police department's assigned case number.			
1.3.8	Pre-Trial - Data Entry	Core Functionality	System must auto populate fields based on character entry, including, but not limited to, fields for police officers, prosecutors, and defense attorneys. An example of this would be when entering a police officer's name as a witness, the system would recognize the name and prepopulate fields necessary to create a subpoena, like police department and address.			
1.3.9	Pre-Trial - Data Entry	Core Functionality	When adding a charge to a case, the system should prompt with list of commonly used charges by code section or VCC code.			

Ref. #	Primary Category	Sub Category	Functionality or Capability	Yes/No	Standard/Custom/Separate Module Third Party	Additional Comments
1.3.10	Pre-Trial - Data Entry	Core Functionality	System must allow for an unlimited number of characters for drug names when capturing drug analysis forensic information.			
1.3.11	Pre-Trial - Data Entry	Core Functionality	System must have ability to mass update cases, for example when there are co-defendants with the same set of charges.			
1.3.12	Pre-Trial - Data Entry	Core Functionality	System must have ability to distinguish juvenile case parties from adult case parties, for example juvenile's names and case numbers are a different color than those of adults.			
1.3.13	Pre-Trial - Data Entry	Core Functionality	System should have ability to attach a note or filing to multiple cases if assigned to a master case number, for example attaching a drug lab to multiple cases in a master case.			
1.3.14	Pre-Trial - Data Entry	Core Functionality	System must be able to scan the barcode on warrants and have case created for person charged on the warrant (defendant). (Reference 1.1.6 and 1.1.21)			
1.3.15	Pre-Trial - Data Entry	Core Functionality	System must have pick list for groups of persons, like law enforcement officers, to speed entry of case party information.			
1.3.16	Pre-Trial - Data Entry	Core Functionality	System must have ability to search for code section by code section number, VCC Code or description of charge, for example "Robbery".			
1.3.17	Pre-Trial - Data Entry	Core Functionality	System must have ability to correct information immediately after warrant has been scanned.			
1.3.18	Pre-Trial - Data Entry	Core Functionality	System must have ability to rotate images scanned into the application.			
1.3.19	Pre-Trial - Data Entry	Core Functionality	System must have the ability that when a charge is added to a case, the code section, description of the charge or title, and the VCC Code are also added.			
1.3.20	Pre-Trial - Data Entry	Core Functionality	System must capture when a charge has been amended and shall assign the court number of the amended charge to the new charge resulting from the amendment.			
1.3.21	Pre-Trial - Data Entry	Core Functionality	System must display charges on a case so a user can see if a charge has been amended and the new charge resulting from the amendment.			
1.3.22	Pre-Trial - Data Entry	Core Functionality	System must be able to handle mistrial case numbers within the original charge.			
1.3.23	Pre-Trial - Data Entry	Core Functionality	System should have ability to update subpoena service information without opening the case for which the subpoena was created.			
1.3.24	Pre-Trial - Data Entry	Core Functionality	System must have ability to attach notes to a contact.			
1.3.25	Pre-Trial - Data Entry	Core Functionality	System must have ability to attach notes to a charge.			
1.3.26	Pre-Trial - Data Entry	Core Functionality	Must have an easy manner to capture case notes and be visible for the next attorney to see without a lot of searching. Unlimited note capture and spell check capabilities.			
1.3.27	Pre-Trial - Data Entry	Core Functionality	System must have ability to attach a laboratory result report to a case.			
1.3.28	Pre-Trial - Data Entry	Core Functionality	System must have ability to search for laboratory result reports by report number, date, officer, etc.			
1.3.29	Pre-Trial - Data Entry	Core Functionality	System must allow for the initiation of a case with an unknown offender.			
1.3.30	Pre-Trial - Data Entry	Core Functionality	System must have ability to require certain fields be populated to change status of a case. For example, a case must have the disposition entered to be closed.			
1.4	Pre-Trial - Document Production					
1.4.1	Pre-Trial - Document Production	Core Functionality	System must provide design capabilities to produce electronic formats of forms that are merged with data to produce subpoenas, indictments with charging language, letters to victims/witnesses/courts, closing letters, court documents and reports.			
1.4.2	Pre-Trial - Document Production	Core Functionality	System must allow custom documents to be created without vendor involvement.			
1.4.3	Pre-Trial - Document Production	Core Functionality	System must allow custom templates to be created without vendor involvement.			
1.4.4	Pre-Trial - Document Production	Core Functionality	System must import existing templates for initial deployment.			
1.4.5	Pre-Trial - Document Production	Core Functionality	System must have ability to edit or add to charge language for indictments.			
1.4.6	Pre-Trial - Document Production	Core Functionality	System must allow user to choose which charges appear on indictments and other documents generated on a case.			
1.4.7	Pre-Trial - Document Production	Core Functionality	System must have the ability to scan and search documents using optical character recognition.			
1.4.8	Pre-Trial - Document Production	Core Functionality	System must have the ability to split a large document into several smaller documents.			

Ref. #	Primary Category	Sub Category	Functionality or Capability	Yes/No	Standard/Custom/Separate Module Third Party	Additional Comments
1.4.9	Pre-Trial - Document Production	Core Functionality	System must have indictment language from the Code of Virginia pre-programmed.			
1.4.10	Pre-Trial - Document Production	Core Functionality	System must create indictment using language from Code of Virginia.			
1.4.11	Pre-Trial - Document Production	Core Functionality	System must have document generation and management capabilities, that are fully integrated with each other.			
1.4.12	Pre-Trial - Document Production	Core Functionality	System must be able to track multiple witnesses associated with a case and allow users to generate subpoenas for those witnesses, both individually and in separate batches.			
1.4.13	Pre-Trial - Document Production	Core Functionality	System must be able to create list of the individuals subpoenaed for a case for submission to clerk's office.			
1.4.14	Pre-Trial - Document Production	Core Functionality	System must store details for each document, for example: type, title, description, storage location.			
1.4.15	Pre-Trial - Document Production	Core Functionality	System must be able to categorize documents by type of document.			
1.4.16	Pre-Trial - Document Production	Core Functionality	System must have unlimited categories to categorize documents.			
1.4.17	Pre-Trial - Document Production	Core Functionality	System must automatically keep image of all documents produced within a case. An example would be an imaged copy of subpoenas for a case.			
1.4.18	Pre-Trial - Document Production	Core Functionality	System must have the ability to create subpoenas for multiple cases at the same time. For example, for co-defendant cases.			
1.4.19	Pre-Trial - Document Production	Core Functionality	System should have the ability to import witness information from co-defendant cases.			
1.4.20	Pre-Trial - Document Production	Core Functionality	System must have ability to mark case attachments with different document status including but not limited to "Restricted Dissemination Material", "Do not publish", "Confidential", "Discovery", "Draft", "Final".			
1.4.21	Pre-Trial - Document Production	Core Functionality	System should have ability to add notes to attached documents.			
1.4.22	Pre-Trial - Document Production	Core Functionality	System must save both original and redacted versions of the same document.			
1.4.23	Pre-Trial - Document Production	Core Functionality	System must have search and replace function for redaction - search for a word, and have that word redacted.			
1.4.24	Pre-Trial - Document Production	Core Functionality	System must have ability of exporting attached documents as PDFs.			
1.4.25	Pre-Trial - Document Production	Core Functionality	System must have ability to create customizable documents. For example, letters, court orders, and motions.			
1.4.26	Pre-Trial - Document Production	Core Functionality	System must ability to print all attachments for a case at once.			
1.4.27	Pre-Trial - Document Production	Core Functionality	System must have the ability to search for keywords in all documents related to a specific case, and in all documents in the entire system.			
1.4.28	Pre-Trial - Document Production	Core Functionality	System must have the ability to print individual attachments from a case.			
1.4.29	Pre-Trial - Document Production	Core Functionality	System must have an audit trail to track and document all changes in all aspects of the case management system.			
1.4.30	Pre-Trial - Document Production	Core Functionality	System must have an audit trail to track all accesses/views in all aspects of the case management system.			
2	Case Support and Services					
2.1	CSS - Discovery					
2.1.1	CSS - Discovery	Core Functionality	System must integrate discovery processing with document management and evidence management capabilities.			
2.1.2	CSS - Discovery	Core Functionality	System must track user defined fields and produce reports in Excel, Word and .pdf.			
2.1.3	CSS - Discovery	Core Functionality	System must allow multiple templates for multiple courts.			
2.1.4	CSS - Discovery	Core Functionality	System must be able to mark discovery materials as "Restricted Dissemination Material".			
2.1.5	CSS - Discovery	Core Functionality	System must enable the production of discovery materials where appropriate, such as digitized evidence or digitized documents, and ensure that these materials cannot be altered.			
2.1.6	CSS - Discovery	Core Functionality	System must be easy to have data from a main source for witnesses, officer, etc. be copied to each associated co-defendant file to prevent duplicate date entry.			
2.1.7	CSS - Discovery	Core Functionality	System must allow each piece of discovery to be uniquely identified and numbered, if appropriate (Bates numbering or sequential page numbering spanning multiple documents).			
2.1.8	CSS - Discovery	Core Functionality	System must provide the ability to track and manage all discovery activities beginning with the request or trigger for discovery through delivery of discovery. Triggers for discovery must be configurable and user-defined.			
2.1.9	CSS - Discovery	Core Functionality	System must have drag and drop feature for adding attachments to a case.			

Ref. #	Primary Category	Sub Category	Functionality or Capability	Yes/No	Standard/Custom/Separate Module Third Party	Additional Comments
2.1.10	CSS - Discovery	Core Functionality	System must have ability to scan directly into a case file.			
2.1.11	CSS - Discovery	Core Functionality	System must be able to distinguish title of attorney in discovery response.			
2.1.12	CSS - Discovery	Core Functionality	System must be able to populate e-signature into discovery response.			
2.1.13	CSS - Discovery	Core Functionality	System must provide the ability to show a defendant's entire criminal history, if inputted in e-discovery, with a click of a button.			
2.1.14	CSS - Discovery	Audit	System must track all discovery and disclosure items exchanged by description, date/time, and entities that provided the items, and entities that received the items. Must allow the user to view an audit trail of the date and time discovery was distributed to the recipient and viewed/opened by the recipient.			
2.1.15	CSS - Discovery	Audit	System must be able to produce reports on system generated data regarding statistics of the discovery system (i.e. how many discovery motions are answered a year by month, defense attorney, etc.).			
2.1.16	CSS - Discovery	Security	System must have the ability to redact discoverable documents and send only the redacted version as discovery.			
2.1.17	CSS - Discovery	Security	System must have redact function that will remove all metadata of redaction.			
2.1.18	CSS - Discovery	Security	System must make access to and use of (share, downloadable, or by web-portal) the discovery capabilities controllable by the appropriate end user.			
2.1.19	CSS - Discovery	Web Portal	System should provide a self-service web portal that allows authorized users (parties to the case) access to discovery materials that can be downloaded or otherwise delivered to the requesting party and to make payment for discovery if required, OR provide the ability to send discovery materials electronically of any size.			
2.2	CSS - Investigations					
2.2.1	CSS - Investigations	Documents	System must be able to create a case for an ongoing investigation.			
2.2.2	CSS - Investigations	Documents	System must be able to add documents, emails, etc. to case without having charges active.			
2.2.3	CSS - Investigations	Security	System must limit access to case information for security and privacy.			
2.3	CSS - Motions					
2.3.1	CSS - Motions	Core Functionality	System must track and manage all facts related to the case.			
2.3.2	CSS - Motions	Core Functionality	System must track the status of the motion workflow.			
2.3.3	CSS - Motions	Calendar/Scheduling	System must track the schedule for each motion hearing per case, per participant.			
2.3.4	CSS - Motions	Audit	System must track the history of each motion per case, including results of the event.			
2.3.5	CSS - Motions	Alert / Notifications	System must provide alerts and notifications to ensure that the users understand who is assigned to work on the motion, who is required to attend each hearing, what artifacts they need for each hearing, and when and where each hearing is to take place. This includes alerts regarding: - hearing status (pending, complete, overdue) - logging receipt of documents - meetings - correspondence - work products - tasks - assignments - deadline - contacts			
2.4	CSS - Victim Services/ Assistance					

Ref. #	Primary Category	Sub Category	Functionality or Capability	Yes/No	Standard/Custom/Separate Module Third Party	Additional Comments
2.4.1	CSS - Victim Services/Assistance	Core Functionality	System must allow users to add and edit victim information—victims should be added to the person data group and linked to case(s), events, and defendants.			
2.4.2	CSS - Victim Services/Assistance	Core Functionality	System should allow the automated entry of victim information from the law enforcement system via information exchanges. - If equipped with automated entry, then the System should allow the user to accept/reject/modify information.			
2.4.3	CSS - Victim Services/Assistance	Core Functionality	Must allow for multiple victims per defendant.			
2.4.4	CSS - Victim Services/Assistance	Core Functionality	System should have an integrated method to track contacts (phone calls, emails, etc.).			
2.4.5	CSS - Victim Services/Assistance	Core Functionality	System must have an integrated method to email or text subpoenaed parties. For example, when a case is continued, an email or text can be sent containing the new date to selected subpoenaed parties.			
2.4.6	CSS - Victim Services/Assistance	Core Functionality	System must have ability to select to send electronic subpoena notification by email.			
2.4.7	CSS - Victim Services/Assistance	Core Functionality	System must allow the user to automatically search the System for a pre-existing person record that can be used to identify and link together multiple cases related to the same individual.			
2.4.8	CSS - Victim Services/Assistance	Alert / Notifications	System must track case information and allow the user to provide notifications to victims. - System should allow users to select which notifications each Victim/Witness wishes to receive. - System should generate Victim/Witness letters and electronic notifications.			
2.4.9	CSS - Victim Services/Assistance	Core Functionality	System must allow the user to utilize redaction and/or pseudonyms to protect victim information from being released.			
2.4.10	CSS - Victim Services/Assistance	Core Functionality	System must allow access to victim and case information as required by the victim advocates.			
2.5	CSS - Restitution and Compensation Management					
2.5.1	CSS - Restitution and Compensation Management	Core Functionality	System must allow users to add and edit victim and defendant information, including names, SSN's, Date of Birth, Phone #, preferred contact method, and other fields identified as key information.			
2.5.2	CSS - Restitution and Compensation Management	Core Functionality	System must allow the users to gather and document restitution materials.			
2.6	CSS - Witness Management					
2.6.1	CSS - Witness Management	Core Functionality	System must allow users to add and edit witness information—a witness should be added to System once and linked to case(s), events and defendants. Case can have multiple witnesses assigned and tracked.			
2.6.2	CSS - Witness Management	Core Functionality	System must allow users to enter or locate Brady and Giglio information about individuals in the case.			
2.6.3	CSS - Witness Management	Core Functionality	System should allow the automated entry of witness information from the law enforcement system via information exchanges, including officer schedules. The system should allow the user to accept/reject/modify information.			
2.6.4	CSS - Witness Management	Documents	System must generate witness notifications. System needs to generate both information letters and subpoenas to witnesses required for trial.			
2.6.5	CSS - Witness Management	Core Functionality	System should track compensation for expert witnesses—who, date/time, amounts (paid/due), and case associations.			
2.7	CSS - Diversion/Deferred Prosecution					
2.7.1	CSS - Diversion/Deferred Prosecution	Core Functionality	System should collect and report all relevant investigative information, personal data, case records, and criminal history information necessary to make diversion decisions about individuals.			
2.7.2	CSS - Diversion/Deferred Prosecution	Core Functionality	System should provide a tracking mechanism for each defendant in a diversion program. The diversion tracking is similar to event tracking, but also requires the System to track: - A signed agreement or court record with the diversion requirements and provisions for the defendant. - A signed waiver of speedy trial. - The diversion program activities to track terms and conditions, compliance, etc.			
3	Trial					
3.1	Trial - Jury Selection					
3.1.1	Trial - Jury Selection	Core Functionality	To support jury selection, the System must support venire/panel for background investigations of potential jurors, including: names, identifiers, addresses, work history, etc.			
3.2	Trial - Prep and Presentation					
3.2.1	Trial - Prep and Presentation	Core Functionality	The trial preparation and presentation capabilities must be able to— - Import data objects from outside sources. - Search and retrieve information based on persons, issues, critical documents, documents for production, chronology reports, and witness testimony, and be able to import transcripts.			
3.2.2	Trial - Prep and Presentation	Core Functionality	System must be mobile friendly and enabled, including but not limited to providing a concise snapshot of the case.			
3.2.3	Trial - Prep and Presentation	Core Functionality	System must have procedures to have data accessible offline.			
3.3	Trial - Jury Instructions					
3.3.1	Trial - Jury Instructions	Documents	System must provide a template for the jury instructions.			

Ref. #	Primary Category	Sub Category	Functionality or Capability	Yes/No	Standard/Custom/Separate Module Third Party	Additional Comments
3.3.2	Trial - Jury Instructions	Documents	System must be able to pull up to date model jury instructions from the Supreme Court website into the template.			
3.4	Trial - Verdict and Finding					
3.4.1	Trial - Verdict and Finding	Core Functionality	System must track and manage the verdicts of all charges and maintain audit of such changes.			
3.4.2	Trial - Verdict and Finding	Core Functionality	System must have the ability to update and create charges in mass.			
3.4.3	Trial - Verdict and Finding	Core Functionality	System must allow the entry and/or import of disposition information, including the verdict.			
4	Post Adjudication					
4.1	Post Adjudication - Dispositioning					
4.1.1	Post Adjudication - Dispositioning	Core Functionality	System must use preassigned reasons to record the disposition of the case.			
4.1.2	Post Adjudication - Dispositioning	Core Functionality	System must maintain and produce disposition information that shows, for each case and defendant, original and subsequent charges and dispositions for each count of each charge.			
4.1.3	Post Adjudication - Dispositioning	Core Functionality	System should include the ability to update several charges with similar dispositions at once.			
4.1.4	Post Adjudication - Dispositioning	Core Functionality	System must record date and reason for closure (e.g., case disposed after jury or non-jury trial, guilty plea (e.g., by plea agreement), dismissal, transfer out to another jurisdiction, consolidation, nolo contendere, etc.).			
4.1.5	Post Adjudication - Dispositioning	Core Functionality	System must notify user if user attempts to close a case and the overall case disposition has not been entered.			
4.1.6	Post Adjudication - Dispositioning	Core Functionality	System must provide the capability for re-opening previously closed cases.			
4.1.7	Post Adjudication - Dispositioning	Core Functionality	System shall notify user when entering sentencing information if amount of time entered on Violation of Probation exceed sentencing on original charge(s) or previous Violation of Probation's balance of time remaining on file.			
4.1.8	Post Adjudication - Dispositioning	Core Functionality	System must support expungement, sealing, and purging of a case—both a complete case or partial elements of a case.			
4.1.9	Post Adjudication - Dispositioning	Core Functionality	System should allow a disposition of deceased and the closing of all cases for specific defendant in mass update.			
4.2	Post Adjudication - Sentencing					
4.2.1	Post Adjudication - Sentencing	Core Functionality	System should be able to record the presentence investigation.			
4.2.2	Post Adjudication - Sentencing	Core Functionality	System must track all sentence information, including terms and conditions, such as restitution, fines, incarceration orders, probation/community correction orders, etc.			
4.2.3	Post Adjudication - Sentencing	Core Functionality	System must have the ability to have the charges and sentencing information combined, making it easier to update final dispositions.			
4.3	Post Adjudication - Other					
4.3.1	Post Adjudication - Other	Documents	System must be able to both generate and track that victims received the proper post-conviction information that may be relevant to them, such as: - the ability to request notification of appeals - the ability to request the notification of the location and release of prisoners - sex offender registration information - probation and parole information			
4.3.2	Post Adjudication - Other	Core Functionality	System must have a method of categorizing cases by type (child abuse, domestic violence, sexual assault, drugs, etc.). Must be able to flag as a case with more than one label and create new case types in the future.			
4.3.3	Post Adjudication - Other	Core Functionality	System should track whether the court ordered DNA testing, HIV testing, and/or Sex Offender Registration as part of the disposition of the case.			
4.3.4	Post Adjudication - Other	Core Functionality	System must track the filing, subject, and outcomes of all post-conviction motions in criminal cases, and sentencing after revocation. These include events such as: - sanction and contempt motions - restitution hearings - probation hearings - revision hearings - restitution orders - writs of habeas corpus - sexual predator litigation			
4.3.5	Post Adjudication - Other	Documents	System must be able to create a post-adjudication show cause/capias/warrant request.			
4.3.6	Post Adjudication - Other	Documents	System must have the ability to create a petition for show cause to revoke probation if a defendant violates probation requirements.			
4.3.7	Post Adjudication - Other	Core Functionality	System must track parole violations and compliance.			
5	Special Cases					

Ref. #	Primary Category	Sub Category	Functionality or Capability	Yes/No	Standard/Custom/Separate Module Third Party	Additional Comments
5.1	Special Cases - Citation					
5.1.1	Special Cases - Citation	Core Functionality	System must be able to initiate and track citations/infractions when prosecutor is involved.			
5.2	Special Cases - Grand Jury					
5.2.1	Special Cases - Grand Jury	Documents	System must allow the user to add/edit documents associated with the finding of a true bill or no true bill indictment information.			
5.2.2	Special Cases - Grand Jury	Core Functionality	System must allow user to add/edit/delete charges.			
5.2.3	Special Cases - Grand Jury	Core Functionality	System must allow user to edit indictment document.			
5.2.4	Special Cases - Grand Jury	Core Functionality	System must allow user to update case status after grand jury is complete.			
5.2.5	Special Cases - Grand Jury	Interface	System should enable the user to electronically file the finding of the grand jury with the court.			
5.2.6	Special Cases - Grand Jury	Interface	System should enable the user to electronically file the indictment when a true bill is returned.			
5.2.7	Special Cases - Grand Jury	Reports	System must be able to run reports on data related to Grand Jury.			
5.3	Special Cases - Juvenile					
5.3.1	Special Cases - Juvenile	Security	System must support the additional information security, privacy, and monitoring as required for juvenile cases. Must allow for flagging cases with juvenile offenders, juvenile victims and juvenile witnesses, by birthdate. Must allow for input of parents'/guardians' information.			
5.4	Special Cases - Civil Forfeiture					
5.4.1	Special Cases - Civil Forfeiture	Core Functionality	System must manage and track seized property.			
5.4.2	Special Cases - Civil Forfeiture	Core Functionality	System must be able to initiate and track forfeiture actions.			
5.4.3	Special Cases - Civil Forfeiture	Core Functionality	System must be able to utilize forms to create all filing and notification documents related to civil forfeitures.			
5.4.4	Special Cases - Civil Forfeiture	Core Functionality	System must be able to have a business as a defendant			
5.4.5	Special Cases - Civil Forfeiture	Calendar/Scheduling	System must be able to produce dockets related to civil forfeiture cases.			
5.4.6	Special Cases - Civil Forfeiture	Reports	System must produce reports of seized property based on cases, defendants and victims.			
5.4.7	Special Cases - Civil Forfeiture	Alerts / Notifications	Creates notifications for the strict filing deadlines.			
5.5	Special Cases - Special Prosecution					
5.5.1	Special Cases - Special Prosecution	Core Functionality	System must identify and manage all special prosecution cases and ensure that enumerations—as well as contact, court, and law enforcement information that may have originated from outside the agency's jurisdiction—can be entered, tracked, maintained, and reported.			
5.5.2	Special Cases - Special Prosecution	Core Functionality	System must be protected from unauthorized disclosure, both within and outside of the prosecutor's office.			
5.5.3	Special Cases - Special Prosecution	Core Functionality	System must allow multiple special prosecutors on cases. They should be labeled as Primary and Secondary.			
5.5.4	Special Cases - Special Prosecution	Reports	System must produce reports related to special prosecution data.			
5.5.5	Special Cases - Special Prosecution	Security	System must provide information security, privacy, and monitoring, including case locking internally within the office.			
5.6	Special Cases - Appeals					
5.6.1	Special Cases - Appeals	Core Functionality	System must allow the transferring the case from the trial prosecutor to the appellate prosecutor.			
5.6.2	Special Cases - Appeals	Core Functionality	System must identify and track the venue of the appellate court.			
5.6.3	Special Cases - Appeals	Core Functionality	System must identify and track the appellate prosecutor.			
5.6.4	Special Cases - Appeals	Core Functionality	System must track and manage case activities through the appellate process. Must create notifications for the filing deadlines.			
5.6.5	Special Cases - Appeals	Reports	System must produce reports related to appeals.			
6	**Other Requirements**					
6.1	No Contact and Protection Orders					
6.1.1	No Contact and Protection Orders	Core Functionality	To support no contact and protection order capabilities, the System must allow users to— - Add/modify victim information. - Add/modify defendant information. - Create the documents to file a no contact order. - Track protection and no contact orders.			
6.2	Warrant Reviews					
6.2.1	Warrant Reviews	Core Functionality	System must allow users to add and edit warrant information.			
6.2.2	Warrant Reviews	Core Functionality	System must relate warrant information to cases, persons, and events.			
6.2.3	Warrant Reviews	Core Functionality	System must assign reviewers to the warrant.			
6.2.4	Warrant Reviews	Alert / Notifications	System must monitor/track the progress, and provide workflow alerts and notifications to persons assigned the warrant review.			
6.2.5	Warrant Reviews	Audit	System should track any suggested edits to the application and affidavit for the warrant.			
6.3	Extradition					
6.3.1	Extradition	Documents	System must create the required extradition documentation that may include a charging document or affidavit.			
6.3.2	Extradition	Calendar/Scheduling	System must manage workload and calendars for extraditions (30-day and 90-day timeframes).			
6.3.3	Extradition	Core Functionality	System must manage hearing information for extraditions.			

Ref. #	Primary Category	Sub Category	Functionality or Capability	Yes/No	Standard/Custom/Separate Module Third Party	Additional Comments
6.3.4	Extradition	Core Functionality	System must manage and track Governor's Warrants (when a fugitive does not waive extradition)			
6.3.5	Extradition	Reports	System must produce reports related to extraditions			
6.3.6	Extradition	Core Functionality	Must track costs of extraditions.			
6.4	Conflict Avoidance					
6.4.1	Conflict Avoidance	Core Functionality	System should search persons at the time participants are added to a case and provide reports of potential conflicts.			
6.4.2	Conflict Avoidance	Core Functionality	When inputting witness avoid dates, system will notify user when an entered date conflicts with a previously scheduled event (law enforcement avoid dates).			
6.4.3	Conflict Avoidance	Core Functionality	System must allow the user to enter detailed information related to each participant in a case.			
6.4.4	Conflict Avoidance	Core Functionality	System must allow the user to quickly and easily perform conflict checks for each person added to a case.			
6.5	Calendaring/Scheduling					
6.5.1	Calendaring/Scheduling	Core Functionality	System must include a Docketing and Calendaring module that is fully integrated with the events, cases, prosecutors, etc.			
6.5.2	Calendaring/Scheduling	Core Functionality	System must be able to run dockets, which is a report of events on a specific date (or dates) and be able to sort by courtroom, prosecutor, time, date, defendant, etc.			
6.5.3	Calendaring/Scheduling	Core Functionality	System should link an event on the calendar the case in the System.			
6.5.4	Calendaring/Scheduling	Core Functionality	System must have the ability to display a Calendar for a case.			
6.5.5	Calendaring/Scheduling	Core Functionality	System must give each Prosecutor the ability to view his/her calendar by event type, event time and day.			
6.5.6	Calendaring/Scheduling	Core Functionality	System must create a calendar showing Victim/Witness events.			
6.5.7	Calendaring/Scheduling	Core Functionality	System should allow calendar report to be exported to Word, Excel or pdf.			
6.5.8	Calendaring/Scheduling	Core Functionality	System should allow users to save their preferred calendar views/filters, and restore them.			
6.5.9	Calendaring/Scheduling	Core Functionality	System must be capable of being customized with stored views to easily switch between predefined filtering criteria. This ability can be customized on a per-user basis.			
6.5.10	Calendaring/Scheduling	Core Functionality	System must allow the ability to easily print a listing of Events.			
6.5.11	Calendaring/Scheduling	Core Functionality	Each event entered in the calendaring module must interface seamlessly with Outlook, with the ability to generate e-mails and appointments related to specific events.			
6.5.12	Calendaring/Scheduling	Core Functionality	System must be able to filter data by individuals, case types, case statuses, date range, courtroom, or any other displayed data field.			
6.5.13	Calendaring/Scheduling	Core Functionality	System must have the ability to display calendars for a specific person or group of individuals. These persons include: a. Prosecuting attorneys b. Defense attorneys c. Judges d. Victim/Witness personnel e. Law Enforcement F. Administrative staff			
6.5.14	Calendaring/Scheduling	Core Functionality	System must allow users to choose the format in which a calendar is to be displayed. The formats desired are as follows: a. Month view b. Week view c. Day view d. List view			
6.5.15	Calendaring/Scheduling	Core Functionality	System must allow grouping of prosecutors and staff to create a supervisor view.			
6.5.16	Calendaring/Scheduling	Core Functionality	Provide a court date scheduler which will setup a user definable maximum number of defendants for an event type (Arraignment, Jury Trial, etc.) by Judge, Attorney, Officer and/or Court. The scheduler should account for "days off" and allow for scheduling based on a pattern (every Tuesday at 11 am) or use selected dates.			
6.5.17	Calendaring/Scheduling	Core Functionality	System must allow for validation of trial dates.			
6.5.18	Calendaring/Scheduling	Core Functionality	System must have the ability to support Mass Calendaring, to support rescheduling of court dates, mass disposition, changes in schedules and events by selecting specific cases (i.e. not all) to be updated in mass.			
6.5.19	Calendaring/Scheduling	Core Functionality	System must have ability for advanced calendar filter options (by attorney, court, bench trial, date range) in order to see how many trials an attorney has pending in a court during a specific timeframe.			
6.5.20	Calendaring/Scheduling	Core Functionality	System must have the ability to import/change law enforcement court schedules. (currently in excel format)			
6.5.21	Calendaring/Scheduling	Alert/Notifications	System shall sequence court events that start at the same time so more event details are viewable in Outlook.			
6.5.22	Calendaring/Scheduling	Alert/Notifications	System shall update Outlook calendar event for staff if the date and/or time for a court event is changed.			
6.5.23	Calendaring/Scheduling	Alert/Notifications	System shall send email reminders via Outlook on court events selected by user.			

Ref. #	Primary Category	Sub Category	Functionality or Capability	Yes/No	Standard/Custom/Separate Module Third Party	Additional Comments
6.6	Records and Document Management					
6.6.1	Records and Document Management	Core Functionality	System must allow the exporting of any case in printable format (Word, PDF, etc.) to include all attachments.			
6.6.2	Records and Document Management	Core Functionality	System must allow users to share documents from the application and track sent documents from within the case.			
6.6.3	Records and Document Management	Core Functionality	System must store documents in a case or cases.			
6.6.4	Records and Document Management	Core Functionality	Document details stored for each document must include document type, title and description and storage location.			
6.6.5	Records and Document Management	Core Functionality	System must be able to change the document title once uploaded to the System, as well as reorganize documents into a folder within the System.			
6.6.6	Records and Document Management	Core Functionality	The document generation process must provide the ability to alert the user when a document is generated but not saved in System.			
6.6.7	Records and Document Management	Core Functionality	The document generation process must provide the ability to create a log of instances when a document is generated but not saved in System.			
6.6.8	Records and Document Management	Core Functionality	System must allow users to manage and maintain criminal code tables for Prosecutors Office with user defined files available in database for current or future needs.			
6.6.9	Records and Document Management	Core Functionality	System must allow System administrators to update the criminal code tables in System.			
6.6.10	Records and Document Management	Core Functionality	System must allow users to set access controls (permissions) on individual items in the electronic case file.			
6.6.11	Records and Document Management	Core Functionality	System must provide electronic acknowledgment and notify appropriate individuals when any part of the case is electronically shared with another entity.			
6.6.12	Records and Document Management	Core Functionality	System must clearly identify, distinguish, and protect as appropriate discoverable from non-discoverable items and information contained in the electronic case file.			
6.6.13	Records and Document Management	Attachments	Ability to email attachments and log audit trail of sent and received attachments.			
6.6.14	Records and Document Management	Attachments	System must provide indexing, text-based, and metadata search capabilities for every document. Must be able to OCR documents to allow for searching of text. Must have ability to search for key words in all documents stored for a single case or across multiple cases.			
6.6.15	Records and Document Management	Attachments	System must support storage of all industry-standard object types (.docx, .pdf, email, .xlsx, .jpeg, .tiff, .png, .heic, mp3, mp4, etc.).			
6.6.16	Records and Document Management	Attachments	System must allow imaging of documents and include the ability to attach documents to case files. Images should be able to attach with a single case's processing screens as well as have the ability to scan mass documents then attach them from a list to the appropriate cases.			
6.6.17	Records and Document Management	Attachments	System must have ability to enter, import and maintain attachments from a folder, camera, scanner, other systems (Sheriff's Office RMS). Should be able to distinguish files loaded from Sheriff's Office RMS from documents loaded/created by CA office.			
6.6.18	Records and Document Management	Attachments	System must have the ability to upload everything in paper files into System if we eventually go paperless or nearly paperless (scan in documents, etc.).			
6.6.19	Records and Document Management	Attachments	System must allow drag and drop of documents into System (see 6.6.15)			
6.6.20	Records and Document Management	Attachments	System should have the ability to hover over an attachment and see a small preview of the attachment without having to open up each individual one.			
6.6.21	Records and Document Management	Attachments	System must provide document management capabilities that support drag-and-drop to and from the repository and other platforms (desktop, personal folders/browser, email). Must allow ability to organize and /or categorize case attachments (folders, directories, classification codes, metadata).			
6.6.22	Records and Document Management	Attachments	System must allow users to move or copy data or documents from one case to another.			
6.6.23	Records and Document Management	Attachments	System must include the ability to attach files, including multimedia files, to a discovery response sent electronically or viewed in a dedicated portal.			
6.6.24	Records and Document Management	Attachments	System must have the ability to prevent/remove duplicate attachments.			
6.6.25	Records and Document Management	Audit	System must support tracking the location and custodian of physical files. Current tracking is done with activities on events.			
6.6.26	Records and Document Management	Audit	System must allow users to access physical file management information. Currently done with activities on events.			
6.6.27	Records and Document Management	Audit	System should provide a user interface that allows users to assign tracking technologies to each case and display a list of all files checked out by date, how delivered and who maintains the file.			
6.6.28	Records and Document Management	Documents	System must support version control and auditing.			
6.6.29	Records and Document Management	Documents	System must prepopulate fields in documents and reports using information from System (merge document template and data).			

Ref. #	Primary Category	Sub Category	Functionality or Capability	Yes/No	Standard/Custom/Separate Module Third Party	Additional Comments
6.6.30	Records and Document Management	Documents	System must allow users to revise documents after merging.			
6.6.31	Records and Document Management	Documents	System must integrate with MS Word and a PDF program to support document and report creation.			
6.6.32	Records and Document Management	Documents	System must integrate with OCR and TWAIN scanner to support document scanning, indexing, search and retrieval.			
6.6.33	Records and Document Management	Documents	System must integrate with core functions to provide merging capabilities within the records and document management functions.			
6.6.34	Records and Document Management	Documents	System must allow users to print documents and images individually (including the ability to reprint) or in batches.			
6.6.35	Records and Document Management	Documents	System must have the ability to produce Subpoenas, either at the case or event level.			
6.6.36	Records and Document Management	Documents	System must provide a method to track Subpoenas related to events and witnesses.			
6.6.37	Records and Document Management	Documents	System must track the subsequent Subpoena service information when returned.			
6.6.38	Records and Document Management	Documents	System shall allow user to view, edit and delete Subpoenas that they produced before Subpoenas are printed.			
6.6.39	Records and Document Management	Documents	System should have the ability to regenerate the Charging (Complaint or Indictment) document, but keep the original if desired.			
6.6.40	Records and Document Management	Documents	System should allow users to lock and protect final versions of documents.			
6.6.41	Records and Document Management	Documents	System must digitally authenticate documents/support digital signatures.			
6.6.42	Records and Document Management	Documents	System must provide the ability for users to create an unlimited amount of custom and fillable templates for common document types.			
6.6.43	Records and Document Management	Documents	System must allow users to generate custom or additional templates and documents.			
6.6.44	Records and Document Management	Documents	System must allow import of current custom templates and documents.			
6.6.45	Records and Document Management	Integration	System should allow access using third-party products and tools to all data and information produced, stored, and maintained with the System			
6.6.46	Records and Document Management	Reports	System must produce predefined reports, including: - speedy trial notifications. - court events by date, case type, event type, and event location. - disposition and sentence reports by attorney, judge, case type.			
6.6.47	Records and Document Management	Reports	System must allow search, formulate and print dockets by attorney, courtroom number, officer, and court.			
6.6.48	Records and Document Management	Reports	System shall allow the exporting of any docket report to Word, Excel or PDF.			
6.6.49	Records and Document Management	Reports	System must provide a report of audit logs for a given case, person, event, or evidence.			
6.6.50	Records and Document Management	Reports	System must have the ability to generate ad hoc reports.			
6.6.51	Records and Document Management	Reports	System must produce reports that are not alterable by the end user.			
6.6.52	Records and Document Management	Reports	System shall provide a robust reporting tool that enables System Administrator and trained Subject Matter Experts to develop and execute output suitable for reports, documents, letters, notices and filings that meet State and local requirements The users will need to have the ability to create their own reports easily. Reports should be able to be used in hard copy and electronically.			
6.6.53	Records and Document Management	Reports	The reporting engine of the desired system must have the ability to save and upload reports to be run on demand.			
6.6.54	Records and Document Management	Reports	The reporting engine must manage the storage and retrieval of all reports			
6.6.55	Records and Document Management	Reports	System shall provide hyperlinks/drill down capability back to defendants, events, cases, etc. from within reports.			
6.6.56	Records and Document Management	Reports	System shall allow modifications to filters/categories to generate reports without vendor involvement.			
6.6.57	Records and Document Management	Reports	System shall allow office administrators the ability to analyze prosecutorial activity by neighborhoods, zip codes, precincts, etc.			
6.6.58	Records and Document Management	Reports	System shall capture geographical data for defendants, victims, witnesses and offense locations.			
6.6.59	Records and Document Management	Reports	System shall provide geographical mapping by address and/or zip code plus 4			
6.6.60	Records and Document Management	Reports	System shall allow reports to be formulated on geographical data in excel format.			
6.6.61	Records and Document Management	Reports	System shall allow geographical data collected to be exported in ArcGIS formatting for ArcGIS Pro use.			
6.6.62	Records and Document Management	Security	System must allow users to protect sensitive data and regulate access to data based upon rules established by the office.			
6.6.63	Records and Document Management	Security	System must allow users to seal electronic case files.			
6.6.64	Records and Document Management	Security	System must allow users to expunge electronic case files.			

Ref. #	Primary Category	Sub Category	Functionality or Capability	Yes/No	Standard/Custom/Separate Module Third Party	Additional Comments
6.7	Workflow					
6.7.1	Workflow Management					
6.7.1.1	Workflow Management Component	Security	Authorized individuals must be able to create and manage workflows.			
6.7.1.2	Workflow Management Component	Core Functionality	Each workflow should include the following data: assigned to, date assigned, status of assignment, and current status date.			
6.7.1.3	Workflow Management Component	Core Functionality	Workflows must support multiple recipients and integrate with task management, where an individual can view all tasks associated with that individual, including tasks assigned to others and tasks assigned to that individual.			
6.7.1.4	Workflow Management Component	Core Functionality	System must send reminders to selected involved users when case specific tasks are coming due.			
6.7.1.5	Workflow Management Component	Calendar/Scheduling	Participants must be notified of assigned tasks, changes to calendars/ schedules, and other activities as defined by the case manager.			
6.7.1.6	Workflow Management Component	Calendar/Scheduling	All events should include a notice of scheduling conflicts.			
6.7.1.7	Workflow Management Component	Alert / Notifications	Upon completion of a workflow assignment, a notification must be sent to the task assigner.			
6.7.1.8	Workflow Management Component	Core Functionality	System should provide queues for workflows			
6.7.1.9	Workflow Management Component	Reports	System must provide the ability to run reports on workflows and overdue work.			
6.7.1.10	Workflow Management Component	Audit	Where orchestrated workflows are defined, the history of all related activities should be viewable for a given assignment/task.			
6.7.1.11	Workflow Management Component	Audit	Any changes to staff assignments must not affect historical records —only records going forward.			
6.8	Time Tracking					
6.8.1	Time Tracking		System should allow the user to set up work categories.			
6.8.2	Time Tracking		System should allow the user to enter time for each case and category.			
6.8.3	Time Tracking		System should include the capability for each user to track their time.			
6.8.4	Time Tracking		System should provide time reporting to managers: - time per case, include charge severity - cases per desk - time per activity - range of staff level of effort			
6.9	Data Analytics and Performance Management					
6.9.1	Data Analytics and Performance Management	Core Functionality	System must format and export all case data.			
6.9.2	Data Analytics and Performance Management	Core Functionality	System must allow the user to select, sort, and reorder data elements to query.			
6.9.3	Data Analytics and Performance Management	Core Functionality	System should include the ability to provide visual representations (i.e., graphs, charts, heat maps, etc.).			
6.9.4	Data Analytics and Performance Management	Core Functionality	System should allow a user to save query parameters for future use.			
7	**Non Functional Requirements**					
7.1	Tiers of Security					
7.1.1	Tiers of Security	User Access	Please describe if access will be granted by existing Active Directory network, Single Sign-On Interface or if user accounts will have to be created within the program.			
7.1.2	Tiers of Security	User Access	Preference is sign-on with SSO with existing AD network. But if not, then need ability to define minimal security standards based on # of characters, mix of alpha/numeric and characters/special characters.			
7.1.3	Tiers of Security	User Access	Please described the ability to create and assign user accounts roles. User accounts should be assigned System role based security. Roles can be built/modified based upon business needs/rules/requirements. This provides the ability to limit access to specific modules or functions to specific users. Individual security can be established for those with specific business needs.			
7.1.4	Tiers of Security	User Access	System must provide security at the case type level (certain type of cases only viewable by certain users/groups).			
7.1.5	Tiers of Security	User Access	System must be able to support levels of security based on user roles and at a minimum provide administrator, attorney, staff, view only and sensitive roles. Cases must be able to be marked sensitive or restricted and not searchable or viewable until they are released from that confidential role.			
7.1.6	Tiers of Security	User Access	All data entered must be editable with appropriate user roles and rights.			
7.1.7	Tiers of Security	Remote Access	Must have the ability to access/use system remotely on a laptop and other mobile device, such as cellphone and iPad.			
7.1.8	Tiers of Security	Interface	System must be CJIS compliant.			
7.1.9	Tiers of Security	Interface	System will also include other types of sensitive data, the system must incorporate best practices (and any potential certifications) on handling Personally Identifiable Information (PII) and Personal Health Information (PHI).			
7.1.10	Tiers of Security	Interface	Data sent from System must be secured with digital key certificate exchanges, and encrypted during transmission.			
7.1.11	Tiers of Security	Interface	System must have ability to delete duplicative profiles, cases, files, while tracking that such action occurred.			
7.1.12	Tiers of Security	Interface	System must have the ability to merge multiple cases and retain identifying information from both.			

Ref. #	Primary Category	Sub Category	Functionality or Capability	Yes/No	Standard/Custom/Separate Module Third Party	Additional Comments
7.2	Application Administration					
7.2.1	Application Administration	User Interface	Software must be user friendly and require minimal clicks when navigating.			
7.2.2	Application Administration	User Interface	System must allow field labels to be modified to terms commonly used by the Henrico County Commonwealth's Attorney's Office.			
7.2.3	Application Administration	User Interface	System should have the ability for users to personalize/customize their interface.			
7.2.4	Application Administration	Core Functionality	System must allow users to add and edit all case and participant information based on appropriate authorization.			
7.2.5	Application Administration	Core Functionality	User should be able to print any screen of the program and have it print properly for review.			
7.2.6	Application Administration	Conversion	System must have ability to convert all data from current software system so that it will be accessible in the new system. Please describe how conversion from CATS would be accomplished and any previous experience your company has with converting from custom-written applications.			
7.2.7	Application Administration	Workflow	System must have creation of workflows which make sense with our current business practices included in the price.			
7.2.8	Application Administration	Spell Check	System must have spell check and grammar check functions in all modules of software.			
7.2.9	Application Administration	Table Maintenance	System must be able to customize fields and format of System.			
7.2.10	Application Administration	Table Maintenance	System must allow ability to limit or add data items to drop down selection lists (ex: case types)			
7.2.11	Application Administration	Table Maintenance	System must allow ability for office administrators to easily update current Judges and their assigned courtrooms. Create relationship between the Judge and their assigned courtroom.			
7.2.12	Application Administration	Core Functionality	System must auto populate Judge based on Courtroom selection with override option for a substitute Judge.			
7.2.13	Application Administration	Searches	System must have ability to search any field in the database using both alpha and numeric characters as well as using exact match, partial match and wildcard characters. Ability to search across multiple fields (complex searches).			
7.2.14	Application Administration	Searches	System must have an easy way to locate specific case when defendant has multiple open cases.			
7.2.15	Application Administration	Searches	System shall identify a case when performing a name search, such as displaying case #'s, pending court, or other search criteria in order to prevent reviewing individual pending charges without going into each case separately.			
7.2.16	Application Administration	Searches	System shall include in the results list for any search the following: (1) Prosecutor, (2) Defendant name, (3) Defendant aliases, (4) Court, (5) next court date(s), (6) Status, (7) Case number(s), (8) Police report numbers, and (9) Internal case number.			
7.2.17	Application Administration	Searches	System must automatically notify user not to disclose information on a juvenile case when it is returned in a search.			
7.2.18	Application Administration	System Administration	System must have the ability to perform Mass professional (Attorney, Judge, etc.) reassignments.			
7.2.19	Application Administration	Audit	System must provide audit tracking for ability of all tables to review record changes within System.			
7.2.20	Application Administration	Audit	Audit records must show what the original entry contained, new entry and date and time of the change, and the user who made the change.			
7.2.21	Application Administration	Archiving	Please describe the ability to archive data out of production environment and to selective retrieve archived information for a specific case/defendant.			
7.3	Support Services					

Ref. #	Primary Category	Sub Category	Functionality or Capability	Yes/No	Standard/Custom/Separate Module Third Party	Additional Comments
7.3.1	Support Services	Help Desk	Must provide details on the help desk support services available.			
7.3.2	Support Services	Availability	System must provide a minimum of a 99.9% uptime guarantee			
7.3.3	Support Services	Availability	Vendor must provide 24 x 7 x 365 support			
7.3.4	Support Services	Upgrades	Vendor must offer software application support during planned upgrades outside of typical operating hours, as requested by the County.			
7.3.5	Support Services	Training	Must provide details on initial training provided with implementation of system, as well as on-going training available through classes or online webinars/events.			
7.3.6	Support Services	Training	System must have ongoing training in use of System.			
8	**Operating Environment**					
8.1	**Operating Environment Requirements**					
8.1.1	Operating Environment Requirements	Dashboard	Describe the dashboard features a user is greeted with when logging in. Please include list of key performance indicators displayed and if they can be customized.			
8.1.2	**Operating Environment Requirements**	Database	Describe the database requirements and structure of your system.			
8.1.3	**Operating Environment Requirements**	Data Model	Provide documented data model to customers as part of licensing.			
8.1.4	Operating Environment Requirements	Training	System must have the ability to provide training for user administration for system maintenance. Describe system variables that are subject to user administration and those that are not.			
8.1.5	Operating Environment Requirements	User Access	System access must be controllable by administrators based on user roles and functions. Access should be controllable across all modules and departments with differing levels of permission.			

Ref. #	Primary Category	Sub Category	Functionality or Capability	Yes/No	Standard/Custom/Separate Module Third Party	Additional Comments
8.1.6	Operating Environment Requirements	User Access	System must lock out users after a set number of unsuccessful login attempts.			
8.1.7	Operating Environment Requirements	User Access	Describe if system has the option for perpetual licenses.			
8.1.8	Operating Environment Requirements	Integration	System must be able to support integration with other information systems.			
8.1.9	Operating Environment Requirements	Integration	System must be able to support integration with Axon evidence.com			
8.1.10	Operating Environment Requirements	Integration	System should be able to support integration with Police Department case management system			
8.1.11	Operating Environment Requirements	Integration	System should be able to support integration with Sheriff's Office booking data.			
8.1.12	Operating Environment Requirements	Integration	Must be able to add emails into the stored documents of a case, for example from Outlook or Gmail.			
8.1.13	Operating Environment Requirements	Workflows	Must have the ability to add new fields and adjust workflows after implementation as new needs are identified.			
8.1.14	Operating Environment Requirements	Configuration	Describe recommended server set-up for on-site install.			
8.1.15	Operating Environment Requirements	Configuration	Describe whether you offer cloud based solution and recommendations for your software. If you offer cloud solution is all data housed within the Continental US?			
8.1.16	Operating Environment Requirements	Security	Please describe the security of your software, both data at rest and in transit.			
8.1.17	Operating Environment Requirements	Security	Please describe disaster recovery for your software.			
8.1.18	Operating Environment Requirements	Mobile	Please describe in detail how your Mobile Application technology works.			
8.1.19	Operating Environment Requirements	Integration	Please describe in detail how your software is compatible with Active Directory, Active Directory Federation Services (ADFS) and Single Sign-On (SSO).			
8.1.20	Operating Environment Requirements	Availability	Describe how your system functions in a high availability environment.			
8.1.21	Operating Environment Requirements	Availability	System must provide a minimum of a 99.9% uptime guarantee			
8.1.22	Operating Environment Requirements	Availability	Vendor must provide 24 x 7 x 365 support			
8.1.23	Operating Environment Requirements	Outages	Vendor must provide notice of scheduled updates/outages.			
8.1.24	Operating Environment Requirements	Upgrades	Provides routine upgrades to system. Please explain if upgrades are customer scheduled or forced.			

Ref. #	Primary Category	Sub Category	Functionality or Capability	Yes/No	Standard/Custom/Separate Module Third Party	Additional Comments
8.1.25	Operating Environment Requirements	Upgrades	Vendor must offer software application support during planned upgrades outside of typical operating hours, as requested by the County.			
8.1.26	Operating Environment Requirements	Manual	Provides procedures manual in either an electronic format or accessible online.			
8.1.27	Operating Environment Requirements	Enhancements	Provide a list of upcoming functionality/advancements proposed in the next two years.			
8.1.28	Operating Environment Requirements	Environments	Must provide a test/training environment(s) in addition to production.			
8.1.29	Operating Environment Requirements	Environments	Should provide external portal for limited use by those outside of our office (police, courts).			
8.1.30	Operating Environment Requirements	Environments	Ability to provide at least 3 Environments; Test, Training, Production. Vendors should provide documentation explaining environments, how they are supported and any additional costs that would be incurred to meet the stated requirement.			
8.1.31	Operating Environment Requirements	Environments	System should be able to be used on Chrome, Edge, Firefox browsers.			
8.1.32	Operating Environment Requirements	Environments	Vendor shall maintain stability of program for future Chrome, Edge, Firefox updates and upgrades.			
8.1.33	Operating Environment Requirements	Environments	Vendor shall maintain stability of program for future Windows System Upgrades. The Office currently uses Windows 10 and 11 respectively. The System shall be able to adapt to upgrades as operating systems advance and provide continued security amongst those changes of the latest supported release (e.g., Windows 10 to Windows 11 and iOS 16 to iOS 17 etc.)			
8.1.34	Operating Environment Requirements	Hardware Compatibility	Software must be compatible with scanners, bar codes, QR codes.			
8.2	Data Exchanges / System Interfaces					
8.2.1	Data Exchanges / System Interfaces	Data Migration	System must be able to migrate data from existing CATS system. Please describe your policy on data migration and if you have previously successfully migrated data from a County developed program.			
8.2.2	Data Exchanges / System Interfaces	Interface	Must provide the capability to electronically send the System data to external data sources in a nonproprietary format either automatically (i.e., based on agency rules embedded within the System) or upon the user's request. This includes— - electronic filing of charging documents (e.g., complaint, indictment, information, and citation) and transmission of designated data (e.g., basic case information) from the System to the court case processing system. - the filing of amended charges and other documents and provide traceability for when documents were sent and by whom. - evidence tracking and destruction notices.			
8.2.3	Data Exchanges / System Interfaces	Data Sharing	System should use nationally accepted information sharing practices, as provided by the Global Reference Architecture (GRA), the National Information Exchange Model (NIEM), and the Global Federated Identity and Privilege Management (GFIPM).			
8.2.4	Data Exchanges / System Interfaces	Export	Must have the ability to export data or file to Word or Excel files, and to save files to network drives.			
8.2.5	Data Exchanges / System Interfaces	Interface	What other systems do you have interfaces already built? Should the Sheriff's Office upgrade/replace their system, new CA solution would require interface with new solution.			
9	Pricing					

Ref. #	Primary Category	Sub Category	Functionality or Capability	Yes/No	Standard/Custom/Separate Module Third Party	Additional Comments
9.1.1	Pricing	Pricing	Price quote must include all costs associated with local system implementation (vendor travel, per diem, etc.).	Yes	Standard	
9.1.2	Pricing	Pricing	The cost of project management must be included in the price quote.	Yes	Standard	
9.1.3	Pricing	Pricing	Must include option for perpetual licenses.	No	N/A	
9.1.4	Pricing	Pricing	Cost of upgrades and updates must be included in support fees.	Yes	Standard	
9.1.5	Pricing	Pricing	Price must include initial training, ongoing training and site assistance.	Yes	Standard	
9.1.6	Pricing	Pricing	Price must include implementation and installation.	Yes	Standard	
9.1.7	Pricing	Pricing	Price quote must include the amount that would be charged for our data if we should part ways with the vendor at some point in the future.	Yes	Standard	
9.1.8	Pricing	Pricing	Document and report templates conversion must be included in the price.	Yes	Standard	
9.1.9	Pricing	Pricing	Interfaces created with other departments must be at a fixed cost (police, courts, evidence.com, etc.).	Yes	Standard	