○ Award ⊙ Contract ○ Grant

Requested Board Meeting Date: 12/20/22

* = Mandatory, information must be provided

or Procurement Director Award ☐

*Contractor/Vendor Name/Grantor (DBA):
Aeon Nexus Corporation (Headquarters: Albany, NY)

*Project Title/Description:
PDS Case Management System

*Purpose:
Award: Master Agreement No. MA-PO-23-047. This Master Agreement is for an initial term of one (1) year in the award amount of $2,700,000.00 (including sales tax) and includes four (4) one-year renewal options in the annual award amount of $844,000.00 (including sales tax). Administering Departments: Information Technology and Public Defender Services.

*Procurement Method:
Pursuant to Pima County Procurement Code 11.12.020, Competitive sealed proposals, Solicitation No RFP-PO-2200014 was conducted. Four (4) responses were received. Award is to the responsive and responsible respondent submitting the highest scoring proposal.

PRCUID: 433168

Attachments: Notice of Recommendation for Award and Information Technology Contract.

*Program Goals/Predicted Outcomes:
The proposed case management system is intended to support the work performed by Pima County Public Defense Services (PDS) in connection with juvenile and adult felony, misdemeanor, dependency, and mental health related cases. This new cloud-based system will support PDS in their continued efforts to be a paperless office. It will also allow more streamlined access to case files and time saving efforts needed to support the caseloads of PDS' attorneys and staff.

*Public Benefit:
New software will replace the current case management system which is no longer supported by its vendor. The new system will be the official records management system for PDS files. Additional benefits include reporting capabilities and data collection allowing collaboration with other county departments and stakeholders to identify and/or develop policies and programs for clients.

*Metrics Available to Measure Performance:
Performance indicators include software availability (Uptime) greater than 99%, and timely response to reported defects or issues, or outages.

*Retroactive:
No.

To: COB 12-06-22(1)
PGS: 269
Vers: 1

GMI OK
AF 12/5/22

Revised 5/2020

Contract / Award Information

Document Type: MA   Department Code: PO   Contract Number (i.e.,15-123): 23-047

Commencement Date: 12/20/22   Termination Date: 12/19/23   Prior Contract Number (Synergen/CMS): N/A

☒ **Expense Amount: $*** $2,700,000.00   ☐ Revenue Amount: $ _____

***Funding Source(s) required:**   General Fund and Various Funds (with Grants)

Funding from General Fund?   ⦿Yes ◯No   If Yes $ $101,635.00   % _____

Contract is fully or partially funded with Federal Funds?   ☒ Yes   ☐ No

If Yes, is the Contract to a vendor or subrecipient?   **Vendor** _____

Were insurance or indemnity clauses modified?   ☒ Yes   ☐ No

   If Yes, attach Risk's approval.

Vendor is using a Social Security Number?   ☐ Yes   ☒ No

   If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____   Department Code: _____   Contract Number (i.e.,15-123): _____

Amendment No.: _____   AMS Version No.: _____

Commencement Date: _____   New Termination Date: _____

                                         Prior Contract No. (Synergen/CMS): _____

◯ Expense or ◯ Revenue   ◯ Increase ◯ Decrease   Amount This Amendment: $ _____

Is there revenue included?   ◯Yes ◯No   If Yes $ _____

***Funding Source(s) required:** _____

Funding from General Fund?   ◯Yes ◯No   If Yes $ _____   % _____

Grant/Amendment Information (for grants acceptance and awards)   ◯ Award   ◯ Amendment

Document Type: _____   Department Code: _____   Grant Number (i.e.,15-123): _____

Commencement Date: _____   Termination Date: _____   Amendment Number: _____

☐ Match Amount: $ _____   ☐ Revenue Amount: $ _____
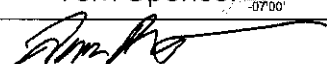
***All Funding Source(s) required:** _____

***Match funding from General Fund?**   ◯Yes ◯No   **If Yes $** _____   % _____

***Match funding from other sources?**   ◯Yes ◯No   **If Yes $** _____   % _____

    ***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** _____

Contact: Denise Waldo Digitally signed by Denise Waldo Date: 2022.12.05 10:32:37 -07'00'   Troy McMaster Digitally signed by Troy McMaster Date: 2022.12.05 10:34:13 -07'00'

Department: _____   Terri Spencer Digitally signed by Terri Spencer Date: 2022.12.05 11:37:56 -07'00'   Telephone: 520.724-8458

Department Director Signature/Date: _____   12/05/2022

Deputy County Administrator Signature/Date: _____   12/05/2022

County Administrator Signature/Date: _____   12/5/2022
(Required for Board Agenda/Addendum Items)

PIMA COUNTY
PROCUREMENT

NOTICE OF RECOMMENDATION FOR AWARD
(Revised)

December 6, 2022
Date of Issue: ~~December 5, 2022~~

The Procurement Department hereby issues formal notice to respondents to Solicitation No. RFP-PO-2200014 for PDS Case Management System that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after December 20, 2022.

Award is recommended to the highest scoring proposal.

	AWARD AMOUNT
AWARDEE NAME	(including sales tax)
Aeon Nexus Corporation	$2,700,000.00

OTHER RESPONDENT NAMES
Advologix LLC
Karpel Solutions
MTX Group Inc.

Issued by: Denise Waldo, Procurement Officer

Telephone Number: 520.724.8458

This notice is in compliance with Pima County Procurement Code §11.12.020(C) and §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov.

<table>
<tr><td colspan="2">Pima County Procurement Department</td></tr>
<tr><td>Project:</td><td>PDS Case Management System</td></tr>
<tr><td>Contractor:</td><td>Aeon Nexus Corporation
138 State Street
Albany, NY 12207</td></tr>
<tr><td>Amount:</td><td>$2,700,000.00</td></tr>
<tr><td>Contract No.:</td><td>MA-PO-23-047</td></tr>
<tr><td>Funding:</td><td>Various Funds</td></tr>
</table>

INFORMATION TECHNOLOGY CONTRACT

<u>DEFINITIONS.</u> The following terms will have the meanings set forth in this Section when used in this Agreement.

"Acceptance" is defined as the signed Deliverable Acceptance Document

"Addendum" means an addendum addressing Software/SaaS/JNaaS executed by authorized representatives of each party. References to Addendums include any attachments to those Addendums, except where this Agreement specifically addresses attachments separately.

"Confidential Information" is defined in Exhibit C: Section 2 (*Confidentiality*)

"Data Breach" means unauthorized disclosure or exposure of Project Data.

"Deliverable Acceptance Document" or "DaD" means a document outlining the deliverables provided during a specified milestone. County signature on this document implies acceptance of the milestone.

"Implementation Period" means the period of time between Kickoff and the end of Post-Go-Live support.

"JusticeNexus" is the legal case management system owned and operated as a service by Aeon Nexus Corporation

"JNaaS" means the subscription to access JusticeNexus-as-a-Service as configured for the County.

"Project Data" means all information processed or stored on computers or other electronic media, or in the Microsoft Cloud by County or on County's behalf, or provided to Contractor for such processing or storage, as well as any information derived from such information. Project Data includes, without limitation: (a) information on paper or other non-electronic media provided to Contractor for computer processing or storage, or information formerly on electronic media or provided through Cloud-based file exchanges; (b) information provided to Contractor by County or other users or by other third parties; and (c) personally identifiable information from such County's, users, or other third parties, including from County's employees.

"SaaS" means a software-as-a-service that Contractor hosts (directly or indirectly) for County's use.

"Services" means system administration, system management, and system monitoring activities that Aeon Nexus performs and includes the right to use the programs, and support services for JNaaS according to delivered Specifications

"Specifications" refers to such technical and functional specifications for JusticeNexus or JNaaS.

"Statement of Work" or "SOW" refers to the Statement of Work contained within this document.

"Subscription Term" means the annual term during which County has paid JNaaS subscriptions.

"System" means JusticeNexus-as-a-Service.

1. **Parties, Background and Purpose.**

   1.1. <u>Parties</u>. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("<u>County</u>"), and Aeon Nexus Corporation ("<u>Contractor</u>").

   1.2. <u>Purpose</u>. Provide County with a Case Management System ("CMS") for use by Pima County Public Defense ("PDS"), and its implementation.

   1.3. <u>Authority</u>. County selected Contractor pursuant to and consistent with County's Procurement Code 11.12.020 Competitive Sealed Proposals.

   1.4. <u>Solicitation</u>. County previously issued Solicitation No. RFP-PO-2200014 for certain services (the "<u>Solicitation</u>"). Requirements and specifications contained in the Solicitation, all documents included in the Solicitation, and any information and documentation submitted by Contractor in response to the Solicitation, are incorporated into this Contract by reference.

   1.5. <u>Contractor's Response</u>. Contractor submitted the most advantageous proposal to the Solicitation.

2. **Term.**

   2.1. <u>Initial Term</u>. The term of this Contract commences on *December 20, 2022* and will terminate on *December 19, 2023* ("<u>Initial Term</u>"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.

   2.2. <u>Extension Options</u>. County may renew this Contract for up to four additional periods of up to 1 year each (each an "<u>Extension Option</u>"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. **Scope of Project**. Contractor will implement, configure and support a Software-as-a-Solution CMS for use by PDS in accordance with **Exhibit A: Scope of Project and Exhibit A-1: JusticeNexus Software as a Service Agreement**. The Services must comply with all requirements and specifications in the Solicitation.

4. **Key Personnel.** Contractor will employ suitably trained and skilled professional personnel to perform all services under this Contract. The Project Manager and key personnel, especially those key personnel County relied upon in making this Contract, cannot be substituted at any time during the period of the contract without the consent of County. County reserves the right to reject the project manager and key personnel at any time. The key personnel include the following staff:

Name: <u>TBD Based on Start Date</u>   Title: <u>Project Manager</u>
Name: <u>TBD Based on Start Date</u>   Title: <u>Technical Architect</u>
Name: <u>TBD Based on Start Date</u>   Title: <u>Business Analyst</u>
Name: <u>TBD Based on Start Date</u>   Title: <u>Software Architect</u>

5. Compensation and Payment.

      5.1.1.   <u>Expenses</u>. All contract related travel plans and arrangements must be prior-approved by the Project Manager. County will pay Contractor reasonable travel and accommodation expenses, as follows. Lodging, per diem and incidental expenses incurred must be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Tucson, Arizona. Contractors must access the following internet site to determine rates (no exceptions): www.gsa.gov. Reasonable accommodation will consist of a compact rental car.

    5.2.   <u>Not-to-Exceed (NTE) Amount</u>. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed $2,700,000.00 (the "NTE Amount") during the Initial Term of this Contract. The NTE Amount can only be changed by a formal written amendment executed by the Parties and may not be increased by more than $844,000.00 per year without approval by the Pima County Board of Supervisors. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.

    5.3.   <u>Sales Taxes</u>. The payment amounts or rates in **Exhibit B** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.

    5.4.   <u>Timing of Invoices</u>. Contractor will invoice County on an annual basis for subscription services, and upon milestone completion for implementation services as set forth in **Exhibit B**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contactor does not timely invoice County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.

    5.5.   <u>Content of Invoices</u>. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.

    5.6.   <u>Invoice Submittal</u>. Invoices are to be sent to:

        Pima County Finance & Risk Management – Accounts Payable
        P.O. Box 791
        Tucson, AZ 85701

    5.7.   <u>Invoice Adjustments</u>. County may, at any time during the Term and during the retention period set forth in Section 24 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.

6. Insurance. The Insurance Requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

    6.1.   <u>Minimum Scope and Limits of Insurance</u>.

      6.1.1.   <u>Commercial General Liability (CGL)</u>. Occurrence Form with limits of $2,000,000 Each Occurrence and $2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property

damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

6.1.2. <u>Business Automobile Liability</u>. Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of $1,000,000 Each Accident.

6.1.3. <u>Workers' Compensation and Employers' Liability</u>. Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of $1,000,000 each accident and $1,000,000 each person - disease.

6.1.4. <u>Technology Errors and Omissions (E&O) Insurance</u>. The Technology E&O coverage shall have minimum limits not less than 2,000,000 Each Claim and $2,000,000 Annual Aggregate. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract. Coverage shall include or shall not exclude settlement and/or defense of claims involving intellectual property, including but not limited to patent or copyright infringement. In the event that the Technology E&O insurance required by this contract is written on a claims-made basis, Contractor shall warrant that continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" section.

6.1.5. <u>Network Security (Cyber)/Privacy Insurance</u>. Coverage shall have minimum limits not less than $2,000,000 Each Claim with a $2,000,000 Annual Aggregate. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss. In the event that the Network Security and Privacy Liability insurance required by this contract is written on a claims-made basis, Contractor must warrant that either continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" section, or an extended discovery period will be exercised for a period of two (2) years beginning at the time of work under this contract is completed.

6.2. <u>Additional Insurance Requirements</u>. The policies shall include, or be endorsed to include, as required by this contract, the following provisions.

6.2.1. <u>Claims Made Coverage</u>. If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this contract, and Contractor must maintain such coverage for a period of not less than three (3) years following contract expiration, termination or cancellation.

6.2.2. <u>Additional Insured Endorsement</u>. The General Liability, Business Automobile, Technology E&O, Network Security & Privacy Liability policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

6.2.3. <u>Subrogation Endorsement</u>. The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.2.4. <u>Primary Insurance Endorsement</u>. The policies shall stipulate that the insurance afforded Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

6.2.5. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

6.2.6. <u>Subcontractors</u>. Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

6.3. <u>Notice of Cancellations</u>. Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.

6.4. <u>Verification of Coverage</u>. Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include.

6.4.1. County's tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate.

6.4.2. A notation of policy deductibles or SIRs relating to the specific policy.

6.4.3. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for County and its Agents. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

6.5. All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the insurance coverages or policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

6.6. All certificates required by this contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County's project or contract number and project description on the certificate. County may require complete copies of all insurance policies required by this contract at any time.

6.7.   Approvals and Modifications. County's Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

7. Indemnification. To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or

recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

8.   Laws and Regulations.

8.1.   Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.

8.2.   Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

8.3.   Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

9. Independent Contractor. Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under County's Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

10. Subcontractors. Contractor may not subcontract the Contract or any services provided pursuant to the Contract without the consent of County.

If County approves subcontracting, Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

11. Assignment. Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.

12. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

13. **Americans with Disabilities Act**. Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C.§§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

14. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.

15. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

16. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

17. **Termination by County.**

    17.1. Without Cause. County may terminate this Contract at any time without cause by notifying Contractor, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.

    17.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.

    17.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

18. **Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County: Contractor:
Terri Spencer, Procurement Director   Dennis Blaine, Managing Director
Pima County Procurement   Aeon Nexus Corporation
150 W Congress   138 State Street
Tucson, AZ 85701   Albany, NY 12207
520.724.8161   518.881.4100
terri.spencer@pima.gov   dennisblaine@aeonnexus.com

19. **Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

20. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

21. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

22. **Use of County Data.** Unless it receives County's prior written consent, Contractor: (a) shall not access, process, or otherwise use County Data other than as necessary to provide contracted services or products; and (b) shall not intentionally grant any third-party access to County Data, including without limitation Contractor's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Contractor may disclose County Data as required by applicable law or by proper legal or governmental authority. Contractor shall give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense. Upon termination or completion of the Contract, Contractor will, within 60 calendar days, either return all County Data to County or will destroy County Data and confirm destruction to County in writing. As between the parties, County retains ownership of County Data. "County Data" means data in electronic or paper form provided to Contractor by County, including without limitation personal identifying information as defined in A.R.S. § 13-2001(10).

23. **Books and Records.** Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

24. **Public Records.**

   24.1.   <u>Disclosure</u>. Pursuant to A.R.S. § 39-121 et seq., all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

   24.2.   <u>Records Marked Confidential; Notice of Protective Order</u>. If Contractor reasonably believes that any documents submitted to County contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

   Contractor agrees to waive confidentiality of any price terms.

25. **Legal Arizona Workers Act Compliance.**

   25.1.   <u>Compliance with Immigration Laws</u>. Contractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

25.2. <u>Books & Records</u>. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

25.3. <u>Remedies for Breach of Warranty</u>. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

25.4. <u>Subcontractors</u>. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

26. **Grant Compliance.** Contractor will comply with all requirements attached in **Exhibit D: Federal Regulation Compliance** (4 pages).

27. **Cooperative Use of Contract.** As allowed by law, County has entered into cooperative procurement agreements that enable other public agencies to utilize procurement agreements that County has developed. Participating public agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms, and conditions defined in this Contract. Minor adjustments are allowed subject to agreement by both Contractor and participating public agency to accommodate additional cost or other factors not present in County's agreement and required to satisfy particular public agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with State and other public agency procurement rules, regulations, and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with cooperative use of this Contract. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: http://www.pima.gov/procure by selecting the link titled Authorized Use of County Contracts.

29. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of $100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

30. **Forced Labor of Ethnic Uyghurs**. Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

31. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.

32. **Order of Precedence.** All documents included in the Solicitation, and any information and documentation submitted by Contractor in response to the Solicitation, are incorporated into this Contract. In the event of conflicting terms between the incorporated agreement documents, the following is the order of precedence, superior to subordinate, to resolve the conflict:

   32.1. This Information Technology Contract, and all Amendments issued to this Contract,

   32.2. Any Delivery Order (DO) issued by County against this Contract, and any agreements attached to that DO,

   32.3. The solicitation documents of RFP-PO-2200014, to include its Attachments, and all Amendments issued to that solicitation,

   32.4. Any other agreement, including its exhibits and addendums, and all amendments issued to that agreement.

33. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

34. **Effective Date.** This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party (as indicated by the date associated with that party's signature).

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PIMA COUNTY

CONTRACTOR

_____
Chairman, Board of Supervisors

_____
Authorized Officer Signature

_____
Date

Meghan A. Barkley, COO
Printed Name and Title

ATTEST

12/5/2022
Date

_____
Clerk of the Board

_____
Date

APPROVED AS TO FORM

_____
Deputy County Attorney

Christopher Gerber
_____
Print DCA Name

12/02/2022
_____
Date

JusticeNexus
Statement of Work

Pima County
Public Defense Services

1. **Introduction**

This Statement of Work (SOW) is governed by and subject to the provisions of the Contract between Pima County ("County" or "Client") and Aeon Nexus Corporation ("the Vendor") providing the County with a Case Management System for use by Pima County Public Defense Services ("Client"). The SOW sets forth the scope and definition of the Services to be provided by Vendor to implement a JusticeNexus Solution ("Solution") for the Client to provide a case management system.

This SOW represents the complete baseline for scope, services, service deliverables, and acceptance applicable to this project. All changes to this document will be managed in accordance with the change request process defined in Section 8. Where there are sections that describe joint efforts by the parties, the Client agrees to provide such efforts necessary for Vendor to perform the Services, to the reasonable extent possible.

2. **Project Objective**

The Vendor understands that the Client seeks to procure a case management system to support the work performed by Pima County Public Defense Services in connection with felony and misdemeanor adult and juvenile offenders and accused, complainants, victims, witnesses, discovery, and investigations; as well as adult and juvenile parties in dependency related case representation, along with adult and juvenile parties in mental health-related cases

The JusticeNexus Solution will replace functionality of the existing Client Case Management System (JustWare 6.0) for the agreed upon Organizational Units and Case Types there within.

3. **Project Acceptance Criteria**

The Vendor will provide the Client with a Deliverable Acceptance Document (DAD) for each deliverable. The Client will be required to approve and sign off on each deliverable, indicating acceptance of the work outlined therein. Upon completion of the items contained in this Statement of Work, the Vendor will provide a final project approval closeout document, which will indicate final project acceptance.

The Client shall have no more than five (5) full business days to either provide Acceptance of the Deliverable or provide written Deliverable feedback to Vendor. The Vendor shall address completely and comprehensively all feedback prior to resubmission. Should the Client fail to provide the Acceptance or rejection notice within the allotted days, Vendor shall escalate the request for Acceptance to the next highest Client level as defined in the project governance structure agreed upon during the Kickoff.

Delay in Acceptance of Deliverables may require continuation of activities and result in a need for a project change request.

4. **Scope Summary**

The Vendor is responsible for the implementation of the Solution as set forth in this SOW. The Client expects the Vendor to supply the Services to configure and deploy the Solution. The Vendor will collaborate with the Client staff through project management, tools and the Aeon Nexus Delivery Approach Process to deliver a complete and operationally integrated JusticeNexus.

    4.1 Area in Scope

        4.1.1 Core Solution Functionality

Vendor shall provide the Services necessary for the planning, discovery, design, development, and deployment of the Solution as set forth in this SOW. The Solution is, at a minimum, comprised of the following applications and environments:

Application/Functionality	Description
JusticeNexus	Configuration of the Solution on the Microsoft Power Platform to meet SOW functionality
Case Management	JusticeNexus will allow the Client to track cases and investigations prior to creating case records. Investigations will allow the Client to escalate investigations, while storing the investigation records and relating them to the records.
Business Rules Creation/Configuration	Creation and configuration of JusticeNexus business rules and workflows to meet documented functionality
Alerts and Notifications	JusticeNexus will be configured to send notifications, including email, based on Client-defined triggers and language.
Calendar and Email Integration	JusticeNexus will be configured to allow scheduling of events through integration with Client users' Outlook calendars, if Office 365 is being used by the Client and tenant-to-tenant sharing is enabled. Client users can track emails from Outlook for cases in JusticeNexus, using the Outlook Add-Ins. This feature enables storage of emails and attachments in the timeline for each case as defined within JusticeNexus.
Reporting	JusticeNexus will be configured to meet Client Reporting needs using a combination of Solution capabilities including Forms, Views, Dashboards and Reports.
Document Generation, Management and Collaboration	The ability to create case-related documents and document templates based on Client needs.
Search	JusticeNexus includes search capabilities that include case and solution component records, documents, contacts, and is configured to include or restrict access to data based on Client roles and organizational units configured within the Solution. In addition to the platform search capabilities, the Solution includes OCR capabilities leveraging AquaForest Searchlight to make non-searchable document and text to searchable format.
Document Storage and Administration	Storage of documents and other digital assets related by case. File sizes or limitations of the Client platform may dictate the method of storage or file transfer to JusticeNexus. Files up to 250GB will be managed by JusticeNexus, however, storage of large files (>5GB), will be configured based on the platform, preference, and security constraints of the Client and Client Organization. Client preferences or integrations may impact the migration and method of transfer or scope of the document storage functionality.

JusticeNexus Environments

Environments	Location	Target Users
Development	Vendor Tenant	Vendor Development Team
TEST JusticeNexus	Vendor Tenant	Vendor Development and Client Stakeholders

TEST JN Portal	Vendor Tenant	Vendor Development and Client Stakeholders
Production JusticeNexus	Vendor Tenant	Vendor Development & Support resources / All Client users
Production JN Portal	Vendor Tenant	Vendor Development & Support resources / All Client users

- Vendor is not configuring servers but will be configuring Cloud services in Microsoft Azure Commercial Cloud, US-based locations (West US, West US 2 and/or West US 3). Zone-redundant backup will also be in CONUS.
- Vendor services are not in the Microsoft Government Community Cloud
- JusticeNexus Solutions are user or app-based licensing.
- Portal resources are consumption based and may incur charges based on Client provided access to external users.
- Microsoft Government Community Cloud environments will be limited to the features available in the tenant and may not match the commercially advertised features.
- Aeon Nexus is not responsible for Client Security configuration items, outside of the JusticeNexus solution, including RBAC, MFA, or third-party tools.

4.1.2 Client Solution Components
4.1.2.1 Case Management

The following Client identified Divisions and Case Types comprise the solution areas for Case Management. Case Types include the relative Forms, Views, Workflows, Reports, Processes and related case management items that will be identified during the Requirements phase. The table below represents the case type and sub-types to be represented for the Client Solution:

Division	Case Type	Subtypes
Public Defender	Felonies	SMRT/STEPs court these get different case IDs then normal felonies Drug Courts, Mental Health Court, Death Penalty cases, DTAP
	Misdemeanors	Behavioral Health Court, Animal Welfare, Domestic Violence Court, Appeals, Rule 33s
	Direct Appeals	
	Rule 33's	
	Juvenile Delinquency	Probation Violations
	Dependency (adult representation)	Dependency includes severances, guardianship cases, Dependency Alternative Program, and Family Preservation Cases, Severance Appeals, Dependency Appeals
Legal Defender	Felonies	SMRT/STEPs court these get different case IDs then normal felonies Drug Courts, Mental Health Court, Death Penalty cases, DTAP
	Direct Appeal	
	Rule 33's	
	Extraditions	
	Fugitive Warrants	
	Probation Violation	
	Dependency (adult representation)	Dependency includes severances, guardianship cases, Dependency Alternative Program, and Family Preservation Cases, Severance Appeals, , Dependency Appeals
Legal Advocate	Felonies	SMRT/STEPs court these get different case IDs then normal felonies

		Drug Courts, Mental Health Court, Death Penalty cases, DTAP
	Probation Violation	
Mental Health Defender	Court Order Evaluations	Emergency Evaluations and involuntary evaluations
	Court Order Treatment	Rollover is a sort of subtype of COT, because it's not a new case, it's a continuation of an existing case
	Change of Venue	
	Guardianships of incapacitated adults	Temporary and Permanent Cases
Office of Children's Counsel	Juvenile Dependency (juvenile representation)	Dependency includes severances, guardianship cases, Dependency Alternative Program, and Family Preservation Cases, Mental Health Hearings
Office of Court Appointed Counsel	All case types; (overflow and conflict cases)	

4.1.3 Integration Requirements

JusticeNexus will integrate with the identified systems to provide the features and functionality defined within this statement of work. Client will provide all available detailed documentation.

The following integrations have been identified as in-scope and the Vendor will utilize the Microsoft Power Automate suite and license as the primary management solution for the integration needs[1]:

Integration Name	Summary
Spillman Technologies RMS	Sheriff's office records management system
State of AZ eFiling	e-Filing case types with the State
Pima County Consolidated Justice Court SCIA Feed	Through Pima-hosted middleware
Pima County Sherriff Jail Booking/Custody Feed	Through Pima-hosted middleware
Pima County Attorney's Office Open Charges Feed	Through Pima-hosted middleware
AXON (Evidence.com) [2]	Through separate window for authentication directly into Evidence.com
Pima County Superior Court Clerk and Public Defense Services disclosure to consumer data to include Arraignment Feed and Events & Results Feed.	Through Pima-hosted middleware

[1]*Power Automate Desktop and Windows 365 may be required for integrations that are not supported in the cloud version of Power Automate*
[2]*Aeon Nexus expects Client to have licenses and access, and is not responsible for usage fees.*

The following parameters of data exchanges will be explored during Requirements Gathering:

- Specifications of source system (including any potential middleware)
- Mapping the legacy data fields to the JusticeNexus Dataverse data fields
- Frequency of exchange such as synchronous or asynchronous and timing of processing
- Format of exchange (e.g., API, DB Table, FTP, etc.)
- Data dictionary/database diagrams of source system (XML, NIEM)
- Character data-type requirements, limitations, and translations
- Data security considerations

Integration Assumptions:

- APIs, middleware access and authentication token/information will be provided in a timely manner to the Vendor by the Client resources or Client IT support teams
- Documentation for APIs and middleware is complete and accurate for testing and design
- Test and Production access is provided when available
- Customer defined data entities and requirements for data, interval, and formatting will be provided during Requirements

4.1.4. Data Migration Requirements

JusticeNexus will migrate legacy data from the systems identified below as data for use within the JusticeNexus Solution. Aeon Nexus will work with the Client on data schema and mapping from legacy data sources. Aeon Nexus will not be responsible for correcting invalid, erroneous, or incomplete data or files. Data structures must be identified by the customer and have metadata or file paths that allow for algorithmic or logical migrations.

- JustWare 6.0

Migrated data will include cases identified during Requirement Gathering, based upon existing or Client Provided metadata such as status (ex. Active only), time frame (ex., all cases from the last 5 years), etc.

4.1.5. Document/File Migration Requirements

JusticeNexus will migrate associated legacy documents and files from one (1) identified location to include associated documents and files as defined within this SOW. It is understood that JusticeNexus will migrate documents and files from the systems listed below.

Aeon Nexus will not be responsible for correcting invalid, erroneous, or incomplete data or files. File structures must be identified by the customer and have metadata or filepaths that allow for algorithmic or logical migrations

- County's Dell EMC Isilion storage environment

Unless otherwise noted in the Functional Requirements Document, legacy documents and files will be migrated in the "as-is" format and structure into entity-based root-level folders as both "discoverable" (files for sharing) and "non-discoverable" (private documents). There is a limitation on files size for upload within the JusticeNexus platform, SharePoint and will be limited to the storage purchased by the Client. Client understands that initial migration from legacy environment may require physical drive transfer of files.

Migration Assumptions:

- Customer storage of documents and files may be transferred to JNaaS via Cloud or drive storage depending on file size and throughput limitations
- Based on Vendor assessment of case metadata, related documents may be stored in Hot, Cold or Archived tiers. Open cases and other criteria will be prioritized for optimization

4.2 Out of Scope

Customer Specific Out of Scope	
- Integration with Tucson Police Department or other jurisdictional law enforcement agencies outside of existing access through Evidence.com - Integration with PROSECUTORbyKarpel - Integration in support of Arizona Legislative Bill HB2605 - Integration with Arizona Judicial Automated Case System (AJACS) - Integration with any Federal, Tribal Nations, Arizona or Municipality Court not identified in this SOW - Integration with SMS messaging service - Integration with Court calendars/dockets not identified in this SOW - Any integration with financial/accounting systems (i.e., automated tracking of payment activity) - Scanning functionality will be dependent on the scanning software used by the County and its accessibility to the Cloud	- OCR of any non-standard or hand-filled documents - Translation services - Creation of new fields, workflows, forms, templates in the Client Solution layer without Vendor assistance - Auto-redaction of documents not produced within JusticeNexus - Time entry suggestions based on activities in Outlook, Teams or other Microsoft services - Normalization or cleansing of legacy data - Automated quality control checks on manual processes (i.e., scanning completeness) - Support of compliance and data security regulations outside of the Microsoft platform - Client-developed unmanaged solution layer on Power Platform - Case-associated documents will be sent as secure links and not as attachments - Client-developed unmanaged solution layers on Power Platform

Vendor Defined Out of Scope	
- Elements not outlined within this statement of work - Integrations that are not yet available have yet to be developed or have been delayed and are not prepared by the conclusion of the Requirements Gathering phase - Items that are deemed "parking lot" (out of scope, possible enhancements) items during Requirements Gathering, UAT or Post-Go-Live support.	- Integrations with systems to which Client does not provide Vendor access necessary to complete integration - Delays in timeline due to lack of Client participation in Requirements Gathering or User Acceptance Testing phases of the project - Items that do not conform to platform limitations - Items that do not conform to security recommended practices - Items that require third-party software, licenses or access, that the Client does not possess - Security is an evolving landscape to be discussed with Client, i.e. bypassing MFA, violating State security requirements, etc.

• Items that are deemed "Change Request Required" during testing that are not included as an approved Change Request • Business processes, workflows, stored procedures or other "behind the scenes" processes that are not documented in the Functional Requirements or Technical Design Documents	• Client-developed unmanaged solution layer on Power Platform

4.3 General Assumptions

- Vendor RFP response was provided as a hosted solution, not as a "turnkey" SaaS Solution. As the County has identified the need for a "turnkey" SaaS Solution, some feature availability has been modified and is reflected in this Statement of Work

- Project phases may overlap or run in parallel

- Vendor may complete SOW work offsite and be responsible for their own workspace, including power, printing, network access/security, and internet access

- For Vendor's offsite work, Client will (in compliance with the Client policies) provide appropriate access to applicable Infrastructure to enable Vendor's remote access.

- Vendor shall maintain all Documentation in a Microsoft Teams site, accessible by both Client and Vendor.

- Client will provide resources for the project with availability during normal business hours Monday through Friday Client local time for the successful completion of the project; these resources should be available for migration of data and go-live activities as necessary for the pushes to production as not to interrupt the production activities of Client users.

- Aeon Nexus personnel will operate both remotely from Aeon Nexus offices and on-site at Client facilities as agreed upon

5. **Project Approach**

Aeon Nexus uses the following development methodology for implementing JusticeNexus:

Require - ments	Design	Develop- ment	Testing	Support
•Assessment •Functional Requirement Document	•Architecture •Technical Design Document	•Build / Test •Integration / Migration •Build Report	•QA •QA Report / UAT Plan •UAT	•Training •Go-Live •Post Go-Live Support
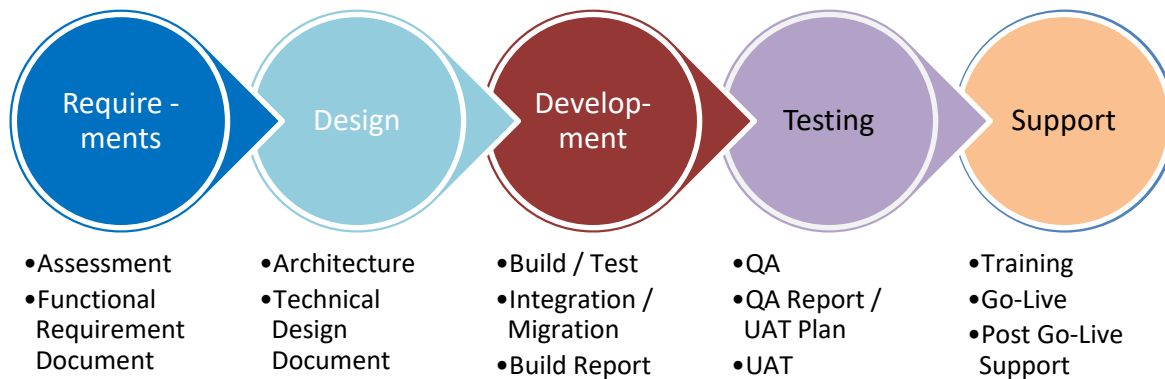
Aeon Nexus Delivery Approach

5.1. Kickoff Phase

Scope	o Vendor shall develop and deliver a Project Plan and Project Status Reports to cover the period from the Execution of the Contract through Project Acceptance. During this phase, Vendor shall present both an overall demonstration of the proposed core solution ("JusticeNexus 101 and Deep Dive"). The Client will also schedule a presentation of the existing legacy system to the Vendor.
Assumptions	o Discovery tools can be installed or run, in the Client environment o Client will actively participate in the discovery process and provide information that is necessary to build out the discovery deliverables in a timely manner o Client has existing Azure Active Directory implementation o The Client will participate in meetings and workshops to provide the information requested for discovery and planning activities. o Client agrees to make prompt decisions on design and approach options presented by Aeon to facilitate completion of the phase. Prolonged delay may require continuation of the discovery phase and result in need for project change requests. o Client will name an executive sponsor that will make dedicated Client resources available to Aeon Nexus for project coordination and cooperation.
Deliverables	o **Project Plan** - Vendor shall develop and deliver a Project Plan for delivery of the Solution. The Project Plan typically includes the following: o Project team roles and responsibilities for all parties o Risk and Issue Logs o Project schedule with identified project deliverables
Out of Scope	o Assessment or discovery of items not included in scope, including integrations or third-party systems not covered in the SOW

Kickoff Activities:

- **Kickoff Meeting**

Vendor shall facilitate a web conferencing-based Project Kickoff Meeting with the Client project team, which includes Vendor and Client subject matter experts.

During the Kickoff Meeting, Vendor and Client will define and outline:

- Project Scope
- Project timeline
- Project roles, resources, and responsibilities
- Communications Plan and Escalations Path
- Key project stakeholders
- Project Status Meeting cadence

- **"JusticeNexus 101" Demonstration**

Vendor shall facilitate a Microsoft Teams presentation to introduce JusticeNexus to Client-identified stakeholders. The purpose of this presentation is to have stakeholders understand the JusticeNexus system base configuration and familiarize them with the terms and navigation within the system as well as showing the features and functionality of JusticeNexus. This session will be recorded and provided to the Client. This demonstration is intended to be more functional than technical and give the Client the opportunity to see a sample of a completed system and allow them to begin brainstorming prior to Requirements Gathering sessions.

- **Client Legacy System Demonstration**

Vendor shall facilitate a Microsoft Teams presentation for the Client to present the existing legacy system features and functionality to the Vendor team. During this presentation, the Client will perform a system walkthrough with the Vendor to demonstrate existing forms, views, features, functionality, workflows, processes and templates in the legacy system. Client will provide all legacy system documentation, including screenshots, training materials, report/form/template examples and documented processes.

5.2 Environment Setup Phase

Scope	o The Environment Setup phase includes the delivery of the base Solution of JusticeNexus, assignment of Vendor users and implementation of base security roles within the identified environment. o This phase is independent of other phases and can be completed prior to Kickoff.
Assumptions	o Client access to the DEV/TEST environments will be limited prior to UAT o Identity management will be handled through available with Microsoft cross-tenant access between Client Azure AD external identity and Vendor Azure AD. o If B2B collaboration utilizing cross-tenant access is not available due to platform restrictions or Client policy, Vendor will leverage B2B guest accounts o If B2B guest accounts are not available due to platform restrictions or Client policy, users will be granted access from the JNaaS Azure AD tenant, in which case some add-ins and tracking tools may not be natively available (Outlook) o Client will enable Vendor required security polices (ie, MFA, password changes, etc.)
Deliverables	o **Environment Setup Completion Document** - Vendor will provide a demonstration of environment to the project stakeholders.
Out of Scope	o Vendor is not responsible for training of Microsoft Platform items outside of the Solution components

Environment Setup Activities:

- o **Configuration Activities**

Vendor shall configure Vendor DEV environment and Solution TEST environment

- o Complete configuration of the base solution in the Vendor DEV environment
- o Create and deliver the managed base solution in TEST environment
- o Confirm Vendor user accounts and Vendor security roles in the TEST environment

5.3 Requirements Phase

Scope	o Assessment and planning - Assessment is targeted at reviewing the Client's legacy solution, databases, workflows, reports and related case management components. o Following the completion of the initial assessment activities, the Vendor will host a series of targeted workshops to review the understanding of the assessment findings associated timeline for completion.
Assumptions	o Client has access and documentation, or SMEs available to provide explanations and requirements of the legacy system o Client shall respond to questions, attend all scheduled meetings, make every effort to obtain approvals, and provide information in a timely manner. o Client will ensure that an adequate number of Client personnel and Subject Matter Experts (SMEs) will be available during Requirements Gathering to properly identify requirements, features, functionality, business processes and integrations end-to-end.
Deliverables	o **Functional Requirements Document (FRD) -** Vendor shall develop and deliver a Functional Requirements Document (FRD). The document will identify a list of use cases/user stories, list of dashboards/views/reporting requirements, list of template requirements, high-level business rules, integration requirements, data migration requirements and document/file migration requirements.
Out of Scope	o Vendor is not responsible for third party customizations unless explicitly included in scope o Custom built solutions appended to Client core solution, unless explicitly included in scope o Gaining access to, or management of, third-party solutions o Username and Password management of third-party solutions o Interpreting Client logic of workflows, queries, or schemas independently without Client assistance

Requirement Phase Activities:

o **Requirements Gathering Activities**

Vendor will interview Client key persons to assist in understanding and document requirements by providing examples of forms, reports, data fields, and providing examples of use case and daily workstreams to include at a minimum the following:

  o Discussion with stakeholders to identify organizational hierarchies and case types, security roles, and data ownership
  o Documenting like processes for case types across multiple business units across the organization
  o As-Is Business Process Requirements Workshops (to review current business process flows, workflows by agency/division/case type)
  o Use case/user story sessions to document role and task-based user activities
  o Migration Requirements – discuss existing legacy data schemas and mapping, including document/file migration
  o Integration Requirements – discussing integration requirements and mapping for each identified integration; including frequency, format, structure and direction of integrations

5.4 Architecture/Design Phase

Scope	o Vendor will architect the solution based upon the core JusticeNexus design structure and will design Client-defined components that exceed the functionality of the core solution to meet the Functional Requirements Document.

Assumptions	o Vendor will determine what design elements will be delivered in Development iterations

Deliverables	o **Technical Design Document (TDD)** - The TDD will include the following solution areas:
	   o Entity Relationships
	   o Data Dictionary
	   o Solution Components
	   o Integration Design
	   o Security Configuration
	   o Migration Mapping

Out of Scope	o Assessment or planning for any services not identified during Requirements

Architecture/Design Activities:

  o **Architecture Design Sessions**

Vendor team will work with the Functional Requirements Document to architect the structure of the Client-configured Solution layer of the JusticeNexus solution

  o **Fit-Gap Analysis**

Vendor team will work with the Functional Requirements Document and the development team to determine requirements to be delivered within the Client-configured JusticeNexus Solution layer

  o **Design Sessions**

Vendor team will work with the Fit Gap analysis and the development team to design system components to meet the requirements in the Functional Requirements Document

  o **Integration/Migration Sessions**

Vendor team will work to document integration and migration requirements and design workflows, scripts, data elements including Power Automate workflows, APIs, and Dataverse tables to satisfy migration and integration requirements.

  o **Azure Dev Ops Setup**

Vendor team will work to configure the Client hosed Azure Dev Ops project to add work items for tracking and development activities, including test and related items, used as a Vendor project build plan

  o **Document Storage**

Vendor team will determine the appropriate solution for storage of Client documents depending on Client security and business requirements. Microsoft SharePoint and Azure based storage options will be evaluated considering existing Client licensing and/or file size requirements.

Related Documents as needed depending on Client configuration:

  o **JusticeNexus Entity Relationship Diagram (ERD)** – visual map to how entities within the JusticeNexus solution relate to each other, as well as the data fields contained therein
  o **JusticeNexus Data Dictionary** – contains tables and columns (also referred to as entities) of data contained within the solution
  o **JusticeNexus Index** –contains dashboards, views, templates, reports, and forms in Client solution
  o **JusticeNexus Integrations** – contains integrations, data sources, workflows, logic, data types, format, frequency and source ownership
  o **JusticeNexus Migrations** – tracks planned migrations, data sources, workflows, logic, data types, format, frequency and source ownership
  o **JusticeNexus Security Matrix** – contains identified security roles and their access to the information contained within the solution

5.5 Development Phase

Scope	o Vendor shall complete build/integration and migration activities according to the project build plan. Development will occur in "iterations" where groups of features or functionality are grouped together for build/integration/migration work and then subsequently demonstrated to the Client in a "Minimal Viable Product" (MVP) presentation.
Assumptions	o Client documentation or explanation is available as needed for legacy tools and solutions o Development decisions will prioritize configuration over customization for supportability of the Solution post Go-Live o Client development team will define the number of iterations needed to complete Client requirements o Iterations may be added or removed during the Phase to address Solution completion and identified Risks or Issues o Client resources will be available to validate work item scope if a requirement is determined unclear
Deliverables	o **Solution Complete Report** - This document serves as a checklist to confirm all features and functionality outlined in the Functional Requirements Document and Technical Design Document have been completed
Out of Scope	o Vendor is not responsible for third party customizations unless explicitly included in scope o Username and Password management of third-party solutions o Migrations of additional data sources which have not been explicitly stated in this scope

Development Activities:

o **Development Iteration 1/2/3, etc.**

Vendor team will work internally from the DevOps user stories, work items, and Project Build Plan to complete the necessary configurations, customizations, integrations, and initial migrations of system components to meet the requirements for the Iteration. The project Architect will plan the Iterations, and may move work items in or out of Iterations to address schedule and refinements of clarity or requirements.

o **Minimal Viable Product (MVP) Presentation 1/2/3, etc.**

Vendor team will present the work completed in the Iteration to the identified Client team for review and demonstration. Vendor will collect feedback and make adjustments and configuration changes as necessary.

5.6 QA Phase

Scope	o Vendor shall complete internal quality assurance activities and create a test plan for the User Acceptance Testing (UAT) phase.
Assumptions	o Client resources will be available for test plan review
Deliverables	o **Quality Assurance Complete Report -** This document serves as a checklist to confirm all features and functionality outlined in the Functional Requirements Document and Technical Design Document have been developed, tested and function as designed. o The **UAT Plan** will provided by the Vendor will guide Client testers through the Solution and provide scripts and steps for the testers to follow to confirm Solution functionality
Out of Scope	o N/A

QA Activities:

o **Quality Assurance (QA) Activities**

Vendor team will validate test scripts and system functionality to verify functionality and prepare test plan for Client testers, in preparation of UAT, Migration and Go-Live Support.

5.7 UAT Training Phase

Scope	o Training scope
Assumptions	o Client will make available selected users for training activities o Vendor will schedule training windows with Client to limit disruptions to daily activities o Delays in availability of client resources may require continuation of activities and result in a need for project change request
Deliverables	o **UAT Training Guide -** The UAT training guide will supplement delivered UAT training and provide a reference for Client testers during UAT.
Out of Scope	o Vendor is not responsible for training Client resources on PC navigation or tools outside of the Solution.

UAT Training Activities:

o **UAT Training**

Vendor team will train Client testers to perform the acceptance testing within the Solution, documenting any bugs, or issues as Support Tickets with the Vendor team.

5.8 UAT Phase

Scope	o UAT is the final testing performed when functional and system testing is completed by the Client with support from Vendor. Vendor shall provide UAT testing support, which includes the configuration of the Client TEST environment with access, security and necessary data for testing. o During UAT, Vendor will provide support for Client testing, which includes ticket and testing updates using priority and response times as set forth in Appendix B – Service Level Agreement (SLA), and UAT Ticket Report. o Data content and format used in the UAT test environment will be reviewed and agreed by Client prior to beginning the UAT activity. Look-up values and other reference data will be pre-populated into the Client TEST environment.
Assumptions	o Client understands that User Acceptance Testing requires full time and attention of designated Client testers throughout the designated UAT time period. Extending the time to adequately conduct UAT will result in a change request. o SLA will only apply to tickets logged in the Aeon Nexus Support Portal o Delays in availability of client resources may require continuation of activities and result in a need for project change request
Deliverables	o **UAT Completion Report -** A UAT Ticket Report will be presented at the end of UAT. This report will contain a list of all tickets submitted during UAT, regardless of status. Any remaining open tickets at the end of UAT will have a plan of resolution presented by Vendor.
Out of Scope	o Vendor is not responsible for training Client resources on PC navigation or tools outside of the Solution.

UAT Activities:

- o **User Acceptance Testing**

Client will complete the UAT Plan with dedicated Client resources identified with support from Vendor with ticket triage and resolution. UAT will be confined to the timeline phase identified in the Project Plan. Any deviation from the timeline will result in a change request.

5.9 End User Training Phase

Scope	o JusticeNexus Training will be provided to End Users by Vendor. o Vendor will provide system administrator training to Client-designated staff. o Microsoft Teams sessions will be recorded and made available to the Client. o Vendor shall develop and deliver a training plan, training materials, and a training report, and provide training services.
Assumptions	o Client end users will be available to participate in training sessions o Delays in availability of client resources may require continuation of activities and result in a need for project change request
Deliverables	o **End User Training Materials -** Training materials provided will include training documentation based on the training plan. Training videos will also be provided for sharing among end users.
Out of Scope	o Vendor is not responsible for training Client resources on PC navigation or tools outside of the Solution.

End User Training Activities:

- o **End User Training Plan**

Vendor team will work with Client to determine the best training plan to be executed within the constraints of resources and training timeline. Specifically, the order of training modules, the attendees and availability and scheduling of training sessions.

- o **End User Training**

Vendor team will train end users and identified system administrators in the JusticeNexus Solution according to the training plan.

5.10 Go-Live Phase

Scope	o Following the completion of End User Training, along with receipt of all required approvals, and written notice from Client to proceed with Production Go-Live, Vendor shall provide a go-live checklist and work with Client IT staff to complete go-live migration and implement JusticeNexus in a Production environment.
Assumptions	o Client IT resources will be available for Go Live activities o Delays in availability of client resources may require continuation of activities and result in a need for project change request
Deliverables	o **Project Closeout Documents -** Upon completion of the project, prior to transitioning to annual support, Vendor will meet with Client stakeholders and deliver: o Final Technical Design Document (TDD) o Final End User Training Documentation (including videos) o Open Item Ticket Log (if any) o Final Project Acceptance Document
Out of Scope	o New requirements or scope that has not been addressed through the change request process.

Go-Live Activities:

- o **Go-Live Checklist**

Vendor will provide a go-give checklist to include the steps necessary to be completed in order for go-live to proceed. This checklist includes verification of legacy data for migration, the completion of UAT/Training activities, cutover plan and resource scheduling.

- o **Go-Live Activities**

Vendor will deploy JusticeNexus in a Production environment and migrate required legacy data/documents into Production.

- o **Post-Go-Live Support**

During the 30 calendar days following go-live, Vendor will provide break/fix end user support system stabilization based on Specifications. Any tickets logged during this time will follow the Service Level Agreement (SLA) identified in Appendix B.

- o **Project Closeout**

At the end of the 30-calendar day post-go-live support period, Vendor will meet with project stakeholders to confirm project closeout and deliver final documentation.

6. Project Management

Vendor shall provide project management services throughout the project. These project management services provide a framework for project planning, communications, reporting, and all procedural and contractual activity. Project management services will also provide technical direction for the project and coordination of Vendor's personnel.

6.1 Prepare Project Management Plan

Vendor shall provide project management services for the complete project lifecycle. Including the following project management activities:

- Define project team roles and responsibilities (including assigned Client resources)
- Prepare a detailed, baselined project plan identifying activities, dependencies, phases, and Deliverables (including Deliverable submission and review activities).
- Coordination and management of all Vendor resources and activities related to the project.
- Prepare a governance structure for a clear escalation path, including roles, responsibilities, and processes to raise, track, resolve, and escalate issues.
- Prepare a communications management plan including management of communications and information flow between Vendor and Client.
- Prepare on-going status reports and conduct recurring meetings.
- Prepare a Risk log; plan with mitigation plans; perform on-going risk management activities.
- Prepare an issue resolution log; perform on-going issue management activities.
- Prepare a quality assurance plan; perform on-going quality assurance activities.
- Establish a change control process; manage on-going change items.
- Provide oversight and management of delivery of the software and related services to fulfill contractual obligations.

6.2 Project Status Reports and Status Meetings

The Vendor PM (VPM) shall produce status reports throughout the duration of the project at the frequency agreed upon at Kickoff. The VPM will maintain a project schedule to track activities, Deliverables, as well as Risks and Issues. The VPM and the Client team shall meet regularly (e.g., Microsoft Teams or in-person) for the duration of the project to discuss open items, activities, risks and issues, and Client requested topics.

6.3 Project Roles and Responsibilities

6.3.1 Vendor Resources

Vendor shall assign appropriate resources to complete the Phases described in this SOW. The following are expected to be provided (titles may be different based on Vendor's practice).

- The Project Manager is Vendor's primary resource responsible for the day-to-day management of the project, including coordinating all Vendor and subcontractor project resources, and ensuring such resources perform efficiently and produce acceptable work products at all times. The VPM is the primary Vendor point-of-contact for the project.

- The Business Analyst/Consultant team ensures that the business and functional aspects of the delivered Solution are aligned with the project's specifications, functional requirements, and operational objectives. The Business Analyst/Consultant team is responsible for ensuring continuous updating, maintenance, and organization of functional requirements and related project Documentation.

- The Development team ensures that the underlying technology (architecture, hardware, software, Infrastructure, etc.), migration and integrations of the delivered Solution are aligned with the project's technical requirements. The Development team ensures consistency and use of industry best practices in the realization of the Solution architecture. The Development team is responsible for ensuring continuous updating, maintenance, and organization of all technical requirements and related project Documentation.

- The Customer Success (Support) team confirms that Solution test cases are comprehensive, and that test execution is rigorous and consistent with the agreed guiding principles and methods. The Customer Success team shall be responsible for verifying all testing of the Solution and its components is done in the Vendor's environment prior to release to Client. The Customer Success team shall ensure traceability is maintained between requirements and testing activities and provides summary level reporting. The Customer Success team prepares and delivers project training for both UAT and end users and is responsible for ensuring continuous updating, maintenance, and organization of all testing and training related project Documentation.

6.3.2 Vendor Resource Replacement/Removal

The Client shall have the right to reject any of Vendor's employees or subcontractors (i) whose qualifications, in the Client's good faith and reasonable judgement, do not meet the standards established by Client as necessary for the performance of the Services; or (ii) whom Client reasonably identifies as being unacceptable due to poor performance, disrupting the progress on the project, or violation of applicable laws, provided that such rejection does not violate any applicable law or government regulation.

Vendor shall provide written notice to Client prior to replacement of assigned resources from the project, excluding attrition. The Client shall have the right to reject replacement resources.

6.3.3 Vendor Assumptions of Client Resources

- **Stakeholders** – Vendor assumes that Client stakeholders will be available to meet during Kickoff, and intermittently throughout the implementation period to attend status calls, or to provide input in the case of unexpected delays or other unforeseen circumstances that threaten milestone dates.

- **SMEs** – Vendor assumes that SMEs that have an intimate understanding of the current solution(s) in place at Client and will be made available during the Kickoff and Requirements Gathering phases of Vendor's proposed implementation schedule to assist Vendor in developing details functional requirements. It is also expected that Client SMEs will be available during the UAT phase of this implementation to execute test scripts and perform UAT prior to Go-Live.

- **Client IT** –Client will provide access to Client IT resources to assist Vendor in establishing the environment(s) and user access for the Solution. These Client resources should have appropriate security permissions to perform such work, and access to decision-makers at Client to streamline these tasks.

- **Migration Resources** - Client IT resources with appropriate security permissions are available to interact with Vendor resources to plan and execute the migration. These parties will work in tandem to capture, cleanse, and validate data, then execute migration(s) from the existing Legacy Systems currently in place at Client to the Solution. It is expected that multiple iterative migrations will be performed prior to the production cutover migration, and that appropriate Client IT resources are available intermittently throughout this engagement to support these iterations.

- **Project Manager** –Client project manager and other Client personnel (as deemed appropriate by the Client project manager) be made available to attend regular status meetings regarding the progress of this implementation.

- **Training Sessions** - Vendor has an expectation that all relevant Client staff will attend the appropriate training session(s) for their role to become familiar with using the Solution prior to Go-Live.

6.3.4 Estimated Client Resource Time Allocation

Vendor anticipates requiring access to and involvement of the following Client resources during the various phases of the implementation as needed:

Phase	Staffing (Number/Type)	Capabilities, Skills, Knowledge	Estimated Time/Period
Kickoff	1 or more Client executive stakeholder(s)	Knowledge of overall Client project goals and stategy	As required
	1 Client project manager	Project management experience	As required
	1 or more Client system administrators	Experience administering the Client systems involved in this implementation	As required
	1 or more Client SMEs	Knowledge of existing Client systems, processes, reporting, business roles, etc.	As required
Environment Setup	1 or more Client IT system administrators	Knowledge of existing Client Microsoft tenant, access to network systems	Intermittantly throughout phase
Requirements	1 or more Client SMEs	Knowledge of existing Client systems, processes, reporting, business roles, etc.	Intermittently throughout phase
	1 or more Client system administrators	Experience administering the Client systems involved in this implementation and UAT preparation activities	Intermittently throughout phase
	1 or more Client IT business analyst resources	Experience providing business process analysis, and knowledge of existing Client systems, processes, reporting, business roles, UAT preparation activities, etc.	Intermittently throughout phase
Development	1 or more Client SMEs	Knowledge of existing Client systems, processes, reporting, business roles, etc. to provide clarifications	Intermittently throughout the Development period

	1 or more Client system administrators	Experience administering the legacy Client systems and integrations/migrations involved in this implementation.	Intermittently throughout phase
	1 or more Client IT business analyst resources	Experience providing business process analysis, and knowledge of existing Client systems, processes, reporting, business roles, UAT preparation activities, etc.	Intermittently throughout phase
UAT Training	Small group of Client testers	Representative group of end users who are familiar with daily business activities	Up to 2 hours a day during UAT Training phase
User Acceptance Testing	1 or more Client SMEs	Knowledge of existing Client systems, processes, reporting, business roles, etc.	Minimum 4 hours daily throughout UAT phase
	1 Client project manager	Project management experience	As required
	1 Client quality assurance resource	Experience in performing quality assurance testing for the Client	Minimum 4 hours daily throughout UAT phase
End User Training	Client End Users	All End Users expected to utilize the new solution	Intermittently throughout the training period
	1 Client project manager	Project management experience	As required
	1 or more Client system administrators	Knowledge of existing Client Legacy Systems, migration experience preferred	Intermittently throughout the training period
	1 or more Client SMEs	Knowledge of existing Client systems, processes, reporting, business roles, etc.	Intermittently throughout the training period
Go-Live	All End Users	N/A	As required
	1 or more Client system administrators	Experience with cutover and go-live with the ability to support PROD activities including go-live data migration and cutover.	Intermittently throughout phase

6.4 Project Management Tools

Vendor shall use Microsoft-based project management tools and other standard industry tools for successful collaboration, communication and execution of the project.

6.5 Project Management Assumptions

- Client employees shall not supervise Vendor resources.

- Vendor resources shall not supervise Client employees.

- Vendor resources participating in this project may require Client background checks, including fingerprinting.

- Client shall provide Vendor with access to their equipment, systems, data, and personnel to the extent needed to complete the defined Services. Vendor agrees to fully abide by the Client's security, privacy, and confidentiality requirements.

- Normal working hours are 8 am to 5 pm Monday through Friday (Eastern) and many teams allow flex schedules. Vendor and Client shall plan carefully for recurring meetings to accommodate different time zones and flex schedules as necessary. Vendor does understand, occasionally there will need to be meetings after hours.

- When scheduling work, Client holidays and the weeks therein are considered to ensure that Client staff are available.

- Deliverable Acceptance time frames for initial and final reviews will be determined during the project management activity of this SOW and documented in the mutually agreed upon acceptance plan between Vendor and Client.

- Client agrees during the project management activity of this SOW to assign a clear approval process for each major project Deliverable.

7. Client agrees that meetings and other collaborations will take place using Microsoft Teams and may, at times, be recorded with consent.

7.1 Proposed Project Timeline

Below is the proposed project timeline based on the current known variables. Vendor expects the start date to be approximately 6-8 weeks after contract execution.

A formal draft project timeline will be delivered during the Kickoff. During following phases, the timeline may be modified to meet changing business requirements, project complexity, Client/Vendor holidays, and resource availability.

Task Name	Duration	Start	Finish
Prep	15 days	Mon 1/23/23	Fri 2/10/23
Kickoff	5 days	Mon 2/13/23	Fri 2/17/23
Environment Setup	12 days	Mon 2/13/23	Tue 2/28/23
Requirements Gathering	60 days	Mon 2/20/23	Fri 5/12/23
Architect/Design	35 days	Mon 4/10/23	Fri 5/26/23
Development	120 days	Mon 5/22/23	Fri 11/3/23
QA	20 days	Tue 10/24/23	Mon 11/20/23
UAT Training	5 days	Tue 11/21/23	Mon 11/27/23
UAT	40 days	Tue 11/28/23	Mon 1/22/24
End User Training	18 days	Tue 1/23/24	Thu 2/15/24
Go-Live	44 days	Tue 1/23/24	Fri 3/22/24

8. Change Request Process

8.1 Initiation of Change Request

- Either party may request changes to the Services and/or Deliverables, the project schedule, the parties' respective responsibilities, payment milestones, the inclusion of additional services, as well as other aspects of the SOW
- The party proposing a change request will prepare a change request using the mutually agreed to process/form describing any applicable change, the effect that the change will have on the project, the effect that not making the change will have on the project, Deliverables, parties' respective responsibilities, impact to schedule, project cost (including hours of labor by role), or other aspect of the project
- The proposing party is responsible for clarity of purpose, cost, and impact of any change request
- The cost of preparing the change request is not chargeable to the project
- The inclusion of a change process in no way changes the expectation that Vendor shall deliver all the agreed-upon requirements and solution design at the fixed price if mutual approval is not obtained
- The change request process will also be followed for any reduction in scope or effort

8.2 Evaluation of Change Request

- The VPM in the weekly status meeting will evaluate proposed change requests to determine whether such proposed change request will be: (i) mutually approved or approved for Oversight Committee Review; (ii) rejected; (iii) sent for further analysis or identified as requiring additional detail (i.e., impact analysis); or (iv) deferred.
- The VPM has the authority to approve changes that have no material impact on cost, schedule, or scope
- Changes that have material changes to project cost, scope and/or schedule need to be approved by the Client Steering Committee. The VPM will assess the change orders for need/desirability and present these changes to the Client Steering Committee for review
- The Client project manager will retain a change log to record change requests and their disposition

8.2.1 Approval of Change Requests

- The parties shall not unreasonably withhold their respective consent to, nor impose unreasonable terms or conditions for its approval of, any Change Request proposed by the other party.
- No change request or change order shall be implemented unless and until Vendor and Client have approved such change order in writing.

8.3 Implementation of Change Requests

8.3.1 Costs associated with implementing a change order

Vendor may determine the level of effort, and cost associated with a proposed change request. The change order shall call out the details with the related cost and effort. The Vendor will specifically call out any change request work as an invoice detail when cost is involved.

8.3.2 Documentation Updates

The process for implementation of change requests shall include changes to relevant requirements and functional specifications (FRD), technical specifications (TDD) and any Solution documentation as appropriate. The change order number will be used to reference the change in all documents.

8.3.3 Project Plan Updates

The change order work will be called out in the Vendor's project plan and will be reflected in the overall project plan referenced by change order number.

9. Appendix A – Definitions and Acronyms

Term	Definition
Acceptance	Service or Deliverable has successfully completed the Client Acceptance process, and Client has issued written confirmation of Acceptance
ADA	American Disabilities Act
CIS	Center for Internet Security
Client	Pima County Public Defense Services
Client IT	Pima County IT
Client PM	Client Project Manager
CJIS	Criminal Justice Information Services
Configuration	Process of setting up the Client business rules. Configuration does not require programmatic software changes.
Contract	Contract #xxxxxxx, effective xx/xx/xxxx contract
Configuration	Process of setting up or managing Solution components to meet Client requirements.
Customization	The creation of software code, scripts, and other directives created for enabling project functional requirements in the Solution.
Cutover	The transition from testing the Solution to production processing, and the activities required to prepare the systems for such transition. Also called 'Go Live'
Dataverse	Also referred to as Microsoft Dataverse (previously called "Common Data Service") is the data backbone in the Microsoft Cloud that enables the storage of data in a scalable and secure environment dynamically.
Defect	An error in the software, design, implementation, performance, or execution of a component of the Solution such that the behavior experienced does not conform to the approved Documentation or Specification.
Deliverable	The software, hardware, services, and all materials provided, developed, created, or discovered in connection with the performance of Vendor's obligations under the Contract, along with accompanying Documentation.
Documentation	All manuals, instructions, and other documents (whether in hard copy, soft copy, or web-based form) relating to, or necessary for, the use, operation, or maintenance of any Deliverable, together with all Enhancements, corrections, modifications, and Specifications as set forth in the RFP and Contract.
End User	Personnel who are authorized and enabled by Client to use the Solution.
Enhancement	Changes to the Solution base products that involve code development.
FRD	Functional Requirements Document
GCC	Microsoft 365 Government Community Cloud
Infrastructure	Includes hardware, operating system, network, database and application servers, storage, middleware, and security specific to the Solution and other technologies implemented to support the Solution.
Integration	Passing of data between two separate and distinct systems/applications; can be accomplished via real time or in batch mode.
Iterative Development Approach	In this approach elements of functionality are developed and implemented into production as they are deemed ready and approved. These are then managed in the production environment. The following elements of functionality are then tested against the production whole and moved to production as ready. This 'iterates' until the entire feature set is implemented.

JusticeNexus	The legal case management system being implemented by Vendor on the Microsoft Power Platform.
KPIs	Key Performance Indicators
Legacy Systems	Client applications currently in place, which the Solution will replace.
Organizational Change Management	The activities, events, processes, and procedures that are employed for handling organizational transformation from one system environment to another. This relates primarily to people and business processes. Client is also extending the definition to encompass changes that impact the system customers and their behavior.
Post Go-Live Support	This stage includes activities for stabilizing the Solution and resolve defects.
Project PMO	The Vendor Project Team plus the Client Leads (or other appointed representatives) and Client Project Manager lead by the Client Project Manager
SME	Subject Matter Expert
Services	Application, services, deliverables, and schedules.
Severity Level 1 Defect (Critical)	See Service Level Agreement (SLA)
Severity Level 2 Defect (High)	See Service Level Agreement (SLA)
Severity Level 3 Defect (Medium)	See Service Level Agreement (SLA)
Severity Level 4 Defect (Low)	See Service Level Agreement (SLA)
Solution	The JusticeNexus legal case management system being implemented by the Vendor.
SOW	Statement of Work
Stabilization Period	Post-go-live support to Client licensed end-users for thirty (30) calendar days
TDD	Technical Design Document – Documents that describe in technical terms how an Enhancement or integration will be developed. These documents when applicable will identify code, data elements, indices that will require changes and detail inputs, outputs, processing, calculations, data names, Division names, and other appropriate technical specifications such as security considerations, and restart procedures if appropriate.
Training	The activity of training End Users.
UAT	User Acceptance Testing – is the last phase of the project's software testing process. During UAT end-users have an opportunity to ensure the newly developed Solution can handle required tasks in real-world scenarios by testing requirements and business process flows in scope. UAT results require Client approval to proceed onto the Go-Live phase for production implementation.
Vendor	Aeon Nexus Corporation
VPM	Vendor Project Manager

10. Appendix B – Service Level Agreement (SLA)

The following Service Level Agreement will apply for tickets entered in the Aeon Nexus Support Portal during User Acceptance Testing and Post-Go-Live Support for the Solution. This SLA will not apply to tickets related to platform, Internet, or Cloud-Based issues.

Priority Levels. When the Client submits a ticket to the Vendor, the defect will be promptly classified by the reporting party in accordance with the following priority incident guidelines:

Priority Level	Definition
1	**Emergency:** The Production Solution is unavailable, OR a critical business function is inoperable, OR performance of the Solution is unacceptable AND there is no work around in place.

2	**Significant:** A Critical Business Function is unavailable/operating in an unreliable manner OR Performance of the Solution is unacceptable AND there is a business approved temporary workaround.
3	**Normal**: A Non-Critical Business function is unavailable/operating in an unreliable manner OR Performance of the application does not meet agreed performance targets. Priority 3 defects need to be fixed or a business approved work around identified that can remain in place until a permanent solution is implemented.
4	**Low**: A Defect which may be cosmetic or minor in nature or related to configuration and might decrease system efficiency, but would not prevent use of the application or prevent the Client from conducting their regular business activities
5	**System Enhancement:** These are items that are future enhancements, or new features not currently part of the Solution.

Incident Response Service Level. Vendor will respond to the Client and provide Initial Responses Temporary Resolutions and Final Resolutions in accordance with the time requirements set forth in the table below.

Priority Level:	Vendor's Initial Response will be provided within:	Vendor's Temporary Resolution will be provided within:	Vendor's Final Resolution will be provided within:
1	30 minutes from receipt of initial ticket from the Client	1 hour from receipt of initial ticket from the Client	7 days from receipt of initial ticket from the Client
2	2 hours from receipt of initial ticket from the Client	2 hours from receipt of initial ticket from the Client	14 days from receipt of initial ticket from the Client
3	8 hours from receipt of initial ticket from the Client	8 business hours from receipt of initial ticket from the Client	30 days from receipt of initial ticket from the Client
4	16 hours from receipt of initial ticket from the Client	5 business days from receipt of initial ticket from the Client	As available
5	As assessed	Provided as Change Request document	As outlined in approved Change Request document

For this section, the following definitions apply:

(a) "**Initial Response**" means a written or electronic response from Vendor to the Client regarding a ticket submitted in the Aeon Nexus Support Portal.

(b) "**Temporary Resolution**" means a temporary fix or patch that Vendor has implemented and incorporated into the Solution to restore the System Functionality in accordance with its Specifications until the Final Resolution is available.

(c) "**Final Resolution**" means a permanent fix that Vendor has implemented and incorporated into the Solution to restore System Functionality in accordance with its Specifications.

11. Appendix C – Annual Support

Annual Support is offered to the Client beginning at project closeout and continues on an annual basis.

Support includes:

- 24/7 access to the Aeon Nexus Support portal complying with the SLA (Appendix B)
- Dashboards and reports to review and analyze support tickets
- Break/fix support for system end users as delivered
- Triage of tickets logged as system enhancements with regular review
- Support of implemented system enhancements
- Quarterly review of system tickets
- Semi-annual Microsoft Power Platform release support
- Regular JusticeNexus updates (as available)

SCOPE OF IMPLEMENTATION

Case Management System - JusticeNexus

Contractor must adhere to the following minimum specifications, performance requirements and all terms and conditions within this contract for the legal case management system.

1. ***Legal Case Management Software: System Requirements***

   1.1   The proposed case management system, JusticeNexus, is intended to support the work performed by Pima County Public Defense Services (PDS) in connection with felony and misdemeanor adult and juvenile offenders and accused, complainants, victims, witnesses, discovery, and investigations; as well as adult and juvenile parties in dependency related case representation, along with adult and juvenile parties in mental health-related cases.

   1.2   System must allow for electronic retention of case documentation, including photos and video/audio media within identified file size standards, and have the framework to send and receive information from law enforcement agencies, Adult Probation, County Attorney's Office, Public Defense Office(s), and the Courts.

      1.2.1   System must allow for partitioned document searches.

      1.2.2   System must automatically OCR applicable documents when scanned into the system using Aquaforest Searchlight OCR (or product of equal functionality) for batch OCRing.

   1.3   System must support the agency obligation to establish trusted systems for maintaining electronic records created or stored as official records as well as establish retention schedule within the system.

   1.4   System must have the ability to upload and store a single file up to 250 GB.

   1.5   System must be a turnkey solution that is hosted by the vendor as per the Exhibit A-1 (JusticeNexus-as-a-Service Agreement)

   1.6   System must be browser-based and capable of high-demand processing. At a minimum, it must be capable of supporting a range of users from: 360 to 500 concurrent users on day one, and to accommodate 200% growth over a period of five (5) years.

   1.7   System must support the Pima County browser standard without requiring unsecured custom browser configurations. The current standard for Pima County is Microsoft Edge.

   1.8   System must run within the latest versions of operating systems for the devices to be used: Windows, Mac, iPhone or Android.

   1.9   System must be capable of providing staff access via tablet, laptop or cellphone to the complete client electronic file from remote locations such as courtrooms, jails, and other facilities with internet connectivity.

   1.10   System must provide for data entry, navigation, identification and reduction of duplicate entry, and reporting procedures for data elements.

   1.11   System must allow functionality between multiple divisions/agencies and it must allow them to function autonomously without access to the other office's information.

1.11.1 PDS is currently using JustWare 6.0 as its legal case management software. The case management system must limit data access by each attorney and individual case(s) where needed. Divisions within PDS (PD, LD, LA, OCC, MHD, OCAC) will not have access to other groups' information.

1.12 Functional requirements that must be satisfied with the implementation of the system are included in the solicitation Attachment 6: General Functional and Performance Requirements.

2. *Legal Case Management Software: Desired Features*

2.1 System must provide tools to users that will enable them to view agency-defined case and name data, create permission-based access for sensitive data, allow attorneys to e-file cases and documents, and download discovery.

2.2 System must include document production that generates multi-page documents, simple letters, required reports, and other frequently used documents where applicable stored information is automatically populated. Examples of desired documents templates are subpoenas, simple letters, and required reports and will be further defined during requirements gathering and will include up to 20 documents that can be system produced automatically through triggers or manually executed and stored in JusticeNexus, presented to the end user.

2.2.1 Vendor must be able to replicate existing JustWare document templates as part of the 20 documents produced by JusticeNexus.

2.2.2 Documents must be able to pull data from multiple records and/or data points throughout the system and merge them into one cohesive document (ie: plea offer for multiple separate cases for one defendant).

2.3 System must have the functionality to automatically generate and print predetermined documents and forms, triggered by calendar entries, case status changes, etc. Examples of automatic addition of case-specific information include case numbers, client information, assigned attorney name(s), and assigned judicial officer(s) and will be further defined during requirements gathering.

2.4 System must have the functionality to support the automation of tasks, using Business Process Flows, workflows and Power Automate flows.

2.5 System must have the ability for System Administrators to create customer-defined fields, create screens and data views based on users and groups, define code tables, create custom graphical dashboards per individual user preferences, and allow customer-defined case types to be added. Customer-defined fields and case types will be further defined during requirements gathering and implemented by the Vendor.

2.6 System must have the ability for end-users to customize views that would include multiple case information to enable staff and attorneys to view relevant information in the course of their work.

2.7 System must have a Microsoft Office interface/plug-in for interacting with Outlook/Exchange, Word, OneNote. System must comply with requirement 1.5.3 and 1.7.1 of Attachment 6: General Functional and Performance Requirements.

2.8 System must have web portal capabilities for use by customer-defined web roles for external agencies to include: law enforcement portal for submission of requested documents and retrieval of information; e-disclosure portal for use by defense counsel and by unrepresented defendants. Web portal capabilities are limited to no more than 25,000 logins/month. Customer-defined web roles will be further defined during requirements gathering.

2.9 Reporting Tools

2.9.1 Standard Reports that allow customer-defined access to analyze historical data.

2.9.2 Tools where authorized users can create additional ad-hoc and custom reports defining the format, look, and content of reports that allow query, display, and printing of data to meet customer-defined grant and statistical requirements.

2.9.3 Interface that allows cross-tabular data to be presented with charting and graphing, drill-down reporting, and hyperlinks that provide case and name access.

2.10 Tracking Capabilities

2.10.1 Daily Court Calendar tracking (e.g., Court Calendars, Court docket information, etc.) with ability for attorneys to update while in court. System must comply with requirement 1.5.3 and 1.7.1 of Attachment 6 Questionnaire, provided access to calendars and docket information is granted.

2.10.2 Customer-defined Counsel's petitions and E-filings

2.10.3 Customer-defined Case Costs

2.10.4 Customer-defined Attorney performance measures

2.10.5 Customer-defined Demographics

2.10.6 Time tracking to calculate the amount of time each attorney has worked on a given case.

2.11 Electronic Filing Capabilities

2.11.1 Filing with any Federal, Tribal Nation, Arizona or Municipality Court now and as and as systems become accessible in the future.

2.11.2 System must communicate directly with the State of Arizona E-Filing Portal to export case information from JusticeNexus.

3. *Testing*

3.1 Contractor will provide access to TEST and PROD environments at no additional cost to the Agency for the duration of the Subscription Term.

4. *Implementation*

4.1 Contractor must provide a detailed implementation plan as part of the solicitation response to include performance metrics to be completed by both the Contractor and the Agency along with the timetable in which each section of work is to be completed.

4.1.1 Provided plan must clearly define all phases, milestones, and ongoing services to the Agency and the requirements for completing each section of work, including who will be responsible for completing the required tasks.

4.2 Migration from the Agency's current case management software system (JustWare 6.0) must be required as a component of any implementation plan and must include the importation of customer-defined case records. data included therein.

4.3 Development and implementation of interfaces with other Agency systems is required. Identified integrations are:

4.3.1 Sheriff's Office Records Management System: Spillman Technologies Records

Management System

4.3.2   State of Arizona E-Filing Portal

4.3.3   Pima County Consolidated Justice Court SCIA Feed

4.4   Additional solution functionality must include leveraging published APIs, iframe or separate tab to access specifically Evidence.com, with separate authentication.

5.   *Training*

5.1   Contractor will provide detailed training to include instruction on building custom reports, automating documents, building business rules, and administering other aspects of the system, not to exceed the hours or attendees in accordance with **Exhibit B: Rates**.

5.2   Contractor must provide separate training for IT and Subject Matter Experts.

5.3   System must have an integrated Help menu.

5.4   Training and support resources must be made available through the software or the Contractor's website and at a minimum must include FAQs and video training.

5.5   After go-live, Contractor must provide training opportunities at regular intervals to include webinars, user conferences, annual onsite training, newsletters, etc.

6.   *Supplier Experience and Qualifications*

6.1   Contractor's personnel who will be supporting the installation and maintenance of the Agency system must successfully pass a background check as defined by the Agency.

6.1.1   Contractor will be responsible for providing personnel who are acceptable to the Agency.

6.1.2   Contractor's personnel will be required to sign formal non-disclosure and/or conflict-of-interest agreements to guarantee the protection and integrity of the Agency information and data.

6.2   Key personnel involved in the implementation of the system must have recent, direct experience with users in public defense work and prosecution environments and must understand the unique needs of such settings.

6.2.1   Contractor will assign key personnel with the understanding that they will have regular contact with end users and their on-going input on the system.

6.2.2   Contractor agrees that, once assigned to work under a contract with the Agency that key personnel will not be removed or replaced without written notice to the Agency.

6.2.2.1   The Contractor must immediately notify the Agency in writing if key personnel are not available for work under a contract, for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated. Subject to concurrence of the Agency, the Contractor will replace such personnel with personnel of substantially equal ability and qualifications.

6.2.3   At any time throughout the contract term, the Agency reserves the right to request replacement of Contractor's personnel to include but not be limited to the Project Manager, consultant(s), and customer service staff. Replacement personnel must possess substantially equal ability and qualifications of previously assigned personnel.

7.   *Additional Agency Departments*

7.1   System must be made available to additional Departments as requested by the Agency, provided that subscription has been obtained by the Agency and users adhere to existing security roles.

7.2   Proper security and access measures must be in place to ensure integrity of data and that information is maintained and kept separate where required by law and/or requested by the Agency.

<u>END OF EXHIBIT A: SCOPE OF IMPLEMENTATION</u>

EXHIBIT A1: JUSTICENEXUS AS A SERVICE AGREEMENT

This Software as a Service Agreement also known as Exhibit A1 (this "Agreement"), is entered into by and between Pima County, a body politic and corporate of the State of Arizona, on behalf of Public Defense Services("Client"), the user of JusticeNexus as-a-service ("JNaaS") as defined herein, and Aeon Nexus Corporation ("Aeon Nexus"), a Virginia corporation with headquarters at 138 State Street, Albany, NY 12207. By placing a purchase order for JnaaS or by using JnaaS, Client agrees to be bound by the terms of this Agreement. This Agreement remains governed by and subject to the provisions of the Contract between the Client and Aeon Nexus. If any terms conflict between Exhibit A1 and its Information Technology Contract, Exhibit A1 and its terms will be subordinate to the Contract for purposes of resolving the conflict.

This agreement is made with reference to the following facts:

    A. Aeon Nexus has created, and markets and licenses to justice-related organizations and other businesses, software-as-a-service programs named JusticeNexus, which is a legal case management solution;

    B. Client desires to purchase from Aeon Nexus, and Aeon Nexus desires to sell to Client, the above subscription services on a non-exclusive basis upon the terms and conditions set forth herein; and

    C. In consideration of the mutual promises and covenants herein, the parties hereby agree as follows:

1. **Services Covered by this Agreement**.

    a. **Software as a Service**.

        i. **Description of JusticeNexus-as-a-Service ("JnaaS")**. JnaaS provided as a service consists of system administration, system management, and system monitoring activities that Aeon Nexus performs and include the right to use the programs, and support services for JnaaS as delivered to the Specifications (collectively, the "Services"). JnaaS comprises a web-based application that Aeon Nexus hosts as a service. The application currently contains modules for legal case management. The term "JnaaS" refers to the JusticeNexus legal case management software products owned or distributed by Aeon Nexus to which Aeon Nexus grants Client access as part of the Services, including program documentation, and any program updates provided as part of the Services.

        ii. **Rights Granted**. For the duration of the term defined in this Agreement, Client will have the nonexclusive, non-assignable, royalty free, limited right to use the JnaaS solely for Client's internal business operations and subject to the terms of the Agreement. Client may allow its users to use JnaaS for this purpose and Client is responsible for its users' compliance with the Agreement. Client acknowledges that Aeon Nexus has no delivery obligation and will not ship copies of JnaaS to Client as part of JnaaS. Client agrees that it does not acquire under the Agreement any subscription to use the JnaaS in excess of the scope and/or duration of the Agreement.

        iii. **Discretion of Aeon Nexus**. Aeon Nexus shall have the right, in its sole and absolute discretion, at any time or from time to time to implement new versions of JnaaS or additions, features, modifications, or enhancements to JnaaS or any part or component contained therein, or to change the methods by which JnaaS are delivered, all of which may be implemented by Aeon Nexus from time to time in its sole discretion. Aeon Nexus shall also have the right, in its sole and absolute discretion, at any time or from time to time to stop delivering JnaaS, provided that Aeon Nexus will not do so during the period

for which fees for the services have been paid. Any such modification or alteration of any of JnaaS shall not create a presumption, of any kind or nature that JnaaS were in any way defective prior to such modification or alteration. Aeon Nexus shall determine, in its sole and absolute discretion, whether, and to what extent, it shall promote, advertise, market, license, and deliver JnaaS, and nothing contained herein shall obligate Aeon Nexus to do so. Client agrees that Client has not relied on the future availability of JnaaS, programs or updates in entering into the payment obligations in the Agreement, provided that the preceding does not relieve Aeon Nexus of its obligation to deliver JnaaS that Client has ordered and paid for per the terms of the Agreement.

b. **Ownership and Restrictions**. Client retains all ownership and intellectual property rights in and to Client's Data. The term "Client's Data" refers to the data provided by Client that resides in Client's JnaaS environment. Aeon Nexus retains all ownership and intellectual property rights to the Services and JnaaS.

    i. **Additional Restrictions**. Client may not:

        1. remove or modify any program markings or any notice of Aeon Nexus's proprietary rights;

        2. make the programs or materials resulting from JnaaS available in any manner to any third party for use in the third party's business operations;

        3. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of JnaaS (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), or access or use JnaaS in order to build or support, and/or assist a third party in building or supporting, products or services competitive to Aeon Nexus;

        4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Services, JnaaS or materials available, to any third party other than, as expressly permitted under the terms of the Agreement.

    ii. **Additional Conditions**. The rights granted to Client under the Agreement are also conditioned on the following:

        1. The rights of any user subscribed to use JnaaS (e.g., on a "named user" annual basis) cannot be shared or used by more than one individual (unless such subscription is reassigned in its entirety to another authorized user, in which case the prior authorized user shall no longer have any right to access or use the subscription).

        2. Except as expressly provided herein, no part of JnaaS may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means.

        3. Client agrees to make every reasonable effort to prevent unauthorized third parties from accessing JnaaS.

        4. Client agrees to provide any notices and obtain any consents related to Client's use of JnaaS and Aeon Nexus' provision of JnaaS, including those related to the collection, use, processing, transfer and disclosure of personal information. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Client's Data.

2. **Pricing and Compensation**.

   a. **Software as a Service Fee**. Client shall pay Aeon Nexus the standard annual software-as-a-service subscription fee set forth in Client's purchase order for each named user that has been granted access to JnaaS. Any subsequent purchase orders will reflect Aeon Nexus rates then in effect.

   b. **Fees and Taxes**. Client agrees to pay for all JnaaS subscriptions and Services as set forth herein without offset. All fees due under the Agreement are noncancelable and the sums paid nonrefundable. Client agrees to pay any sales, value-added or other similar taxes imposed by applicable law that Aeon Nexus must pay based on JnaaS, except for taxes based on Aeon Nexus' income.

3. **Term and Termination**.

   a. **Term**. This Agreement shall be effective upon the date the first user is granted a password for any Client access, and shall continue for the period specified in Client's purchase order. Thereafter, this Agreement may be renewed by making a new purchase order for the length of time specified in the new purchase order. Services provided under this Agreement shall be provided for the term of this Agreement. At the end of the term and any renewals, all rights to access or use the Services, including JnaaS, shall end.

   b. **Termination**. Either party may terminate this Agreement at the scheduled expiration of the term then in effect by giving written notice at least thirty (30) days prior to the expiration date.

   c. **Termination for Failure to Correct a Default**. If either Aeon Nexus or Client breaches a material term of the Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the Agreement. If Aeon Nexus ends the Agreement as specified in the preceding sentence, Client must pay within 30 days all amounts which have accrued prior to such end, as well as all sums remaining unpaid for the Services plus related taxes and expenses. The non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. Client agrees that if Client is in default under the Agreement, Client may not use JnaaS. In addition, Aeon Nexus may immediately suspend Client's password, account, and access to or use of JnaaS (i) if Client fail to pay Aeon Nexus as required under the Agreement and does not cure within the first ten days of the 30 day cure period, or (ii) if Client violates any provision within section 1 of this Agreement. Aeon Nexus may terminate JnaaS hereunder if any of the foregoing is not cured within 30 days after Aeon Nexus' initial notice thereof. Any suspension by Aeon Nexus of JnaaS under this paragraph shall not excuse Client from Client's obligation to make payment(s) under the Agreement.

   d. **Access to Client Data**. At Client's request, and for a period of up to 7 days after the termination of this Agreement, Aeon Nexus may, in Aeon Nexus sole discretion, permit Client to access JnaaS solely to the extent necessary for Client to retrieve a file of Client's Data in the then JnaaS environment. Client agrees and acknowledges that Aeon Nexus has no obligation to retain Client's Data and that Client's Data may be irretrievably deleted after 7 days following the termination of the Agreement.

   e. **Survival**. Provisions that survive termination or expiration of the Agreement are those relating to limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive.

4. **Warranty, Disclaimers and Exclusive Remedies**.

   a. **Warranty**. Aeon Nexus warrants that JnaaS will perform in all material respects in accordance with the following Services policies:

      Aeon Nexus Corporation offers 24/7 portal-based online support for subscription users with this Agreement. Support includes break/fix issues for functionality as delivered to Specification and regular schedule system maintenance. Support for system enhancements or break/fix beyond delivered Specifications can be address on a time and materials basis.

      Scheduled system maintenance will take place after hours between 12:00 a.m. 6:00 a.m. EST. If additional downtime is required, Client will be notified via email outlining the maintenance downtime.

   If JnaaS provided to Client for any given month during the Services term are not performed as warranted, Client must provide written notice to Aeon Nexus no later than five business days after the last day of that particular month.

   b. **Disclaimer**. TO THE EXTENT NOT PROHIBITED BY LAW, THE ABOVE WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR COVENANTS BY AEON NEXUS INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. AEON NEXUS DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT AEON NEXUS WILL CORRECT ALL SERVICES ERRORS. CLIENT ACKNOWLEDGES THAT AEON NEXUS DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. AEON NEXUS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

5. **Indemnification**. If a third party makes a claim against either Client or Aeon Nexus ("Recipient" which may refer to Client or Aeon Nexus depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, or material ("Material") furnished by either Client or Aeon Nexus ("Provider" which may refer to Client or Aeon Nexus depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights, to the extent permitted by law the Provider, at its sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following: (a) notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law); (b) gives the Provider sole control of the defense and any settlement negotiations; and (c) gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may require return of the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material.

The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or services policies. The Provider will not

indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Aeon Nexus will not indemnify Client to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Aeon Nexus. Aeon Nexus will not indemnify Client for infringement caused by Client's actions against any third party if JnaaS as delivered to Client and used in accordance with the terms of the Agreement would not otherwise infringe any third party intellectual property rights. Aeon Nexus will not indemnify Client for any infringement claim that is based on: (1) a patent that Client was made aware of prior to the date of the Agreement (pursuant to a claim, demand, or notice); or (2) Client's actions prior to the date of the Agreement. This section provides the parties' exclusive remedy for any infringement claims or damages.

6. **Nondisclosure**. By virtue of the Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Each of the parties agrees to disclose only information that is required by law and for the performance of its obligations under the Agreement. Confidential information shall be limited to the terms and pricing under the Agreement, Client's Data residing in the JnaaS environment, and all information clearly identified as confidential at the time of disclosure.

A party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

Each of the parties agrees to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, each of the parties agrees to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure in a manner no less protective than under the Agreement. Nothing shall prevent either party from disclosing the confidential information to a governmental entity as required by law.

7. **Limitation of Liability**. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THE AGREEMENT), DATA, OR DATA USE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AEON NEXUS' MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO AEON NEXUS FOR THE SERVICES HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. ANY DAMAGE AWARD IN CLIENT'S FAVOR AGAINST AEON NEXUS SHALL BE REDUCED BY ANY REFUND OR CREDIT RECEIVED BY CLIENT UNDER THE AGREEMENT AND ANY SUCH REFUND AND CREDIT SHALL APPLY TOWARDS THE LIMITATION OF LIABILITY.

8. **Force Majeure**. Neither party hereto shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. Each of the parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of the parties may cancel unperformed Services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Client's obligation to pay for JnaaS.

9. **Client's Data**. Aeon Nexus will protect the confidentiality of Client's Data residing in the JnaaS environment in accordance with the Aeon Nexus Data Security Policy.

10. **Restrictions on Use of JnaaS**. Client agrees not to use or permit use of JnaaS, including by uploading, emailing, posting, publishing or otherwise transmitting any material, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; € constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Aeon Nexus under the Agreement, Aeon Nexus reserves the right to remove or disable access to any material that violates the foregoing restrictions. Aeon Nexus shall have no liability to Client in the event that Aeon Nexus takes such action. Client agrees to defend and indemnify Aeon Nexus against any claim arising out of a violation of Client's obligations under this section.

11. **Statistical Information**. Aeon Nexus may compile statistical information related to the performance of JnaaS. Aeon Nexus may make such information publicly available, provided that such information does not incorporate identify Client's confidential information or include Client's company's name. Aeon Nexus retains all intellectual property rights in such information.

12. **Other**.

    a. **No Assignment**. Client may not assign this Agreement, give or transfer JnaaS or an interest in them to another individual or entity, or delegate the duties provided for under the terms of this Agreement without the prior written consent of Aeon Nexus, which consent Aeon Nexus may withhold in the exercise of its absolute discretion. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors and assigns.

    b. **Status of the Parties**. Aeon Nexus is an independent contractor and, the parties agree that no partnership, joint venture, or agency relationship exists between them. Nothing in this Agreement shall be construed in any manner as to make either party the agent or legal representative of the other party for any purpose whatsoever.

    c. **Consents**. Client shall obtain at Client's sole expense any rights and consents from third parties necessary for Aeon Nexus to perform the Services under the Agreement.

    d. **Notices**. If Client has a dispute with Aeon Nexus or if Client wishes to provide a notice under the Indemnification sections of this Agreement or the above Contract, or if Client becomes subject to insolvency or other similar legal proceedings, Client will promptly send written notice to: Aeon Nexus at the address set forth in the preamble to this Agreement. Aeon Nexus may give notice applicable to Aeon Nexus software as a service client base by means of a general notice on the Aeon Nexus portal for JnaaS, and notices specific to Client by electronic mail to Client's e-mail address on record in Aeon Nexus account information or by written communication sent by first class mail or pre-paid post to Client's address on record in Aeon Nexus 'account information.

    e. **Limitation of Action**. Except for actions for nonpayment or breach of Aeon Nexus proprietary rights, no action, regardless of form, arising out of or relating to the Agreement may be brought by either party more than two years after the cause of action has accrued.

    f. **Audit**. Aeon Nexus may audit Client's use of JnaaS. Client agrees to cooperate with Aeon Nexus' audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Client's normal business operations. Client agrees to pay within 30 days of written notification any fees applicable to Client's use of JnaaS in excess of Client's rights. If Client does not pay, Aeon Nexus can end Client's JnaaS and/or the Agreement. Client agrees that Aeon Nexus shall not be responsible for any of Client's costs incurred in cooperating with the audit.

<u>END OF EXHIBIT A1: JUSTICENEXUS AS A SERVICE AGREEMENT</u>

EXHIBIT B: RATES (5pages)

Cost Breakdown

	Schedule #	1st year Cost	5-year Cost
Licensing Fees			
Turnkey Solution	2	$ 603,699.80	$ 3,018,499.00
300 TB additional Azure Blob Storage	2	$ 67,500.00	$ 337,500.00
Up to 25,000 Portal logins/mo	2	$ 96,000.00	$ 480,000.00
TOTAL		**$ 767,199.80**	**$ 3,835,999.00**
Implementation			
Implementation Services	3	$ 1,236,650.00	$ 1,236,650.00
Data Conversion & Interfaces Est.	3	$ 526,125.00	$ 526,125.00
Customizations/Custom Reports	3		
Training	4	$ 82,800.00	$ 82,800.00
Travel and other Costs	6		
TOTAL		**$ 1,845,575.00**	**$ 1,845,575.00**
TOTAL COST		**$ 2,612,774.80**	**$ 5,681,574.00**

Final Submitted Cost – Exhibit B: Cost Proposal

Schedule 1: Summary

Schedule 1: Summary
Summary of Total Software, Professional Services, and Maintenance /Support Costs

Cost Categories	Proposed Cost	Explanation/Notes (if necessary)**
Software License Fees (Schedule 2)(*)(**)	$ 3,835,999	This is for 365 named users for five years, with 300TB of additional storage and up to 25,000 portal logins/
Professional Services (Schedules 3):		
Implementation Services (Schedule 3)	$ 1,236,650	
Data Conversion and Interfaces Estimate (Schedule 3)	$ 526,125	
Customizations/Custom Reports (Schedule 3)	$ -	These are included with implementation services.
Training (Schedule 4)	$ 82,800	
Travel and Other Costs (Schedule 6)	$ -	
Total Cost During Project Period	$ 5,681,574	
Total 5 Year Maintenance & Support Costs (Schedule 5)	$ -	
	$ -	
5 Year Total Cost of Ownership	$ 5,681,574	

**Attach additional notes (if needed) to provide full explanation.

Assumptions/Additional Comments

Please check all cell formulas!!

Schedule 2: Licensing Fees

Schedule 2: Licensing Fees
Detailed Licensing Fees By Module

Module	Functionality/Description	Proposed Cost	Number of Users/Employees	Fee Per User/Employee	Explanation/Notes (if necessary)**
Turnkey JusticeNexus Solution	365 users	$ 3,018,499	365	$ 8,270	This is a five-year cost.
300TB additional Azure Blob Storage	300TB additional storage	$ 337,500			This is a five-year cost.
Up to 25,000 portal logins/mo	External portal logins	$ 480,000			This is a five-year cost.
Other (Please list)					
Subtotal		$ 3,835,999			
Third-Party Software (List Individually)					
Subtotal		$ -			
Total License Fees		$ 3,835,999			

**Attach additional notes (if needed) to provide full explanation.*

Optional Sofware (NOT INCLUDED IN SUMMARY)					
Total Optional License Fees		$ -			

Schedule 3: Professional Services

Schedule 3: Professional Services
Estimated Professional Services By Activity

1. Estimated Vendor Hours and Cost

Functional Area	Implementation Services			Data Conversion			Interfaces			Reports			Total	
	Hours	Rate*	Cost	Hours	Rate*	Cost	Hours	Rate*	Cost	Hours	Rate*	Cost	Hours	Cost
Kickoff	120	$ 217	$ 26,000										120	$ 26,000
Discovery	1,440	$ 200	$ 288,000										1,440	$ 288,000
Configure	495	$ 201	$ 99,375										495	$ 99,375
Build	2,475	$ 201	$ 496,875										2,475	$ 496,875
Migration				765	$201	$ 154,125							765	$ 154,125
Integration							1,920	$194	$ 372,000				1,920	$ 372,000
UAT	1,440	$ 194	$ 279,000										1,440	$ 279,000
Go Live	60	$ 215	$ 12,900										60	$ 12,900
PGL Support	160	$ 216	$ 34,500										160	$ 34,500
													0	$ -
Other (Please list)													0	$ -
													0	$ -
(add additional cells if needed)													0	$ -
Total	6,190		$1,236,650	765		$154,125	1,920		$372,000	0		$ -	8,875	$1,762,775

Optional Sofware (NOT INCLUDED IN SUMMARY)												
VENDOR												

Functional Area	Implementation Services			Data Conversion			Interfaces			Customizations/Custom Report	Total	
	Hours	Rate*	Cost	Hours	Rate*	Cost	Hours	Rate*	Cost	Hours	Hours	Cost
											0	$ -
											0	$ -
											0	$ -
											0	$ -
											0	$ -

Schedule 4: Training Costs

Schedule 4: Training Costs
Estimated Cost of Training by Phase
include work to implement the system

1. Training Hours and Costs By Trainee

Functional Area	Training Type (on-site, off-site, web, etc.)	Number of Students	Hours of Training/ Instruction	Cost	Rate (Column F/D)	Explanation/ Notes
No individual training cost						
all costs are per class						
System Administrator Training	*	25	15	$16,560		5 sessions (10 attendees/session)
Business Unit Training	*	225	60	$66,240		20 sessions (10 attendees/session)
Add additional rows if necessary						
Total		250	75	82800		

* Microsoft Teams-based w/ supporting videos and documentation

2. Additional Training Costs

Description	Training Type (on-site, off-site, web, etc.)	Number of Students	Hours of Training (Instruction)	Cost	Rate (Column F/D)	Explanation/ Notes
Add additional rows if necessary						
Total		0	0	$0		

3. Total Training Costs

			Training (Instruction)	Cost		
Total Cost			75	$82,800		

Training Costs for OPTIONAL Software (NOT INCLUDED IN SUMMARY)

Description	Training Type (on-site, off-site, web, etc.)	Number of Students	Hours of Training/ Instruction	Cost	Rate (Column F/D)	Explanation/ Notes

Remainder of page intentionally left blank.

Schedule 5: Maintenance and Support

Schedule 5: Maintenance and Support
Detailed Licensing Fees By Module

Software Maintenance & Support (Years 1-5)

Period	Proposed Cost	Explanation/Notes (if necessary)
Year One*		*included in turnkey solution
Year Two		
Year Three		
Year Four		
Year Five		
Total 5 Year Maintenance & Support Costs	$ -	

Third Party Software Maintenance & Support (Years 1-5)

Period	Proposed Cost	Explanation/Notes (if necessary)
Year One*		
Year Two		
Year Three		
Year Four		
Year Five		
Total 5 Year Maintenance & Support Costs		

Software Maintenance & Support (Years 1-5) - OPTIONAL SOFTWARE (NOT INCLUDED IN SUMMARY)

Period	Proposed Cost	Explanation/Notes (if necessary)
Year One*		*Vendors must state when maintenance and support costs start.
Year Two		
Year Three		
Year Four		
Year Five		
Total 5 Year OPTIONAL Software Maintenance & Support Costs	$ -	

Schedule 6: Travel & Other Costs

Schedule 6: Travel & Other Costs

Description	Cost
None	
Total	$ -

Other Costs for OPTIONAL Software	Cost
Total	$ -

Assumptions/Additional Comments

Please check all cell formulas!!

Invoicing Schedule

The County will be invoiced based on the following schedule for implementation.

Invoice	Description	Amount
1	Kickoff	$26,000.00
2	Configure (Environment Setup)	$99,375.00
3	Discovery (Requirements Gathering)	$288,000.00
4	Architecture/Design	$102,300.00
5	Development Iteration 1 (Build/Migration/Integration)	$230,175.00
6	Development Iteration 2 (Build/Migration/Integration)	$230,175.00
7	Development Iteration 3 (Build/Migration/Integration)	$230,175.00
8	Development Iteration 4 (Build/Migration/Integration)	$230,175.00
9	UAT Training/UAT	$279,000.00
10	End User Training	$82,800.00
11	Go-Live (including post go-live support)	$47,400.00

The County will be invoiced per user annually ($8,270.00 per licensed user) for access prior to UAT.

END OF EXHIBIT B: RATES

1. **PURPOSE**

    1.1. Aeon Nexus will provide annual, subscription-based, Cloud-hosted access to JusticeNexus to named County named users.

    1.2. Aeon Nexus will provide ongoing Services to support end-users to ensure JusticeNexus is functioning according to delivered Specifications.

    1.3. Any Addendum entered into by the parties is incorporated into and forms a part of this Agreement. No change in the scope of project, fee arrangements, or other provisions of an Addendum will be effective unless and until each party accepts such change through a written change order. No Addendum will be construed to amend this main body of this Agreement.

2. **CONFIDENTIALITY**

    2.1. <u>Confidential Information</u>. To the extent permitted by law, "Confidential Information" refers to the following items County discloses to Contractor: (a) any document County marks "confidential"; (b) any information County orally designates as "confidential" at the time of disclosure, provided County confirms such designation in writing within 15 business days; (c) and all personal identifying information protected by A.R.S. § 44- 1373, whether or not marked "confidential." County's Confidential Information also includes (d) any other nonpublic, sensitive information Contractor should reasonably consider as otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that:
    (i) is in Contractor's possession at the time of disclosure; (ii) is independently developed by Contractor without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Contractor's improper action or inaction; or (iv) is approved for release in writing by County.

    2.2. <u>Nondisclosure</u>. Contractor will not use Confidential Information for any purpose other than to facilitate the provision of products and services to County pursuant to this Agreement. Contractor: (a) will not disclose Confidential Information to any employee or contractor of Contractor unless such person needs access for such purpose and, in the case of Contractor's employees and contractors, is subject to a nondisclosure agreement with Contractor/Contractor with terms no less restrictive than those of this Agreement; and (b) will not disclose Confidential Information to any other third party without County's prior written consent. Without limiting the generality of the foregoing, Contractor will protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Contractor will promptly notify County of any misuse or misappropriation of Confidential Information that comes to Contractor's attention. Notwithstanding the foregoing, Contractor may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Contractor will give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense.

    2.3. <u>Termination & Return</u>. Upon termination or completion of this Agreement, Contractor will return all copies of Confidential Information to County or will destroy such data and confirm destruction in in writing in a timely manner not to exceed 60 calendar days.

    2.4. <u>Retention of Rights</u>. This Agreement does not transfer ownership of Confidential Information or grant a license thereto, unless this Agreement specifically provides to the contrary. County will retain all right, title, and interest in and to all Confidential Information.

3. **DATA MANAGEMENT & SECURITY.**

    3.1. Contractor recognizes and agrees that Project Data may contain personally identifiable information or other private information, even if the presence of such information is not labeled or disclosed. An Addendum may waive or modify the obligations of this Section with respect to the subject matter of such Addendum.

3.2. <u>Data Management</u>.

3.2.1. *Access, Use, & Legal Compulsion.* Unless it receives County's prior written consent, Contractor: (i) will not access, process, or otherwise use Project Data other than as necessary to perform as required in this Agreement; (ii) will not give any of its employees access to Project Data except to the extent that such individual needs access to facilitate the provision of products and services to County pursuant to this Agreement and is subject to a reasonable written agreement with Contractor protecting such data, with terms reasonably consistent with those of this Section (*Data Management*) and of Section (*Data Security*) below; and (iii) will not give any unnecessary third party access to Project Data, including without limitation Contractor's other customers, except subcontractors subject to Subsection below. Notwithstanding the foregoing, Contractor may disclose Project Data as required by applicable law or by proper legal or governmental authority. Contractor will give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense.

3.2.2. *County's Rights.* County possesses and retains all right, title, and interest in and to Project Data, and Contractor's use and possession thereof is solely on County's behalf. County may access and copy any Project Data in Contractor's possession at any time, and Contractor will reasonably facilitate such access and copying promptly after County's request. The parties recognize and agree that Contractor is a Bailee for hire with respect to Project Data.

3.2.3. *Handling, Retention, & Deletion.* Contractor will not erase Project Data, or any copy thereof, during the Subscription Term without County's prior written consent and will follow any written instructions from County regarding retention and erasure of Project Data during the Subscription Term. Unless prohibited by applicable law, Contractor will purge all systems under its control of all Project Data at such time as County may request or at which time the Subscription Term ends. Promptly after erasure, Contractor will certify such erasure to County in writing. In purging or erasing Project Data as required by this Agreement, Contractor will leave no data recoverable on its computers or other media, to the maximum extent commercially feasible. Finally, Contractor will not transfer Project Data outside the continental United States of America, including Alaska and Hawaii (the "Approved Region") without County's prior written consent. Contractor's obligations set forth in this Subsection (without limitation) apply likewise to Contractor's successors, including without limitation any trustee in bankruptcy.

3.2.4. *Subcontractors.* Contractor will not permit any subcontractor to access Project Data except to the extent that such subcontractor needs access to facilitate the provision of products and services to County pursuant to this Agreement and is subject to a written contract with Contractor protecting the data, with terms reasonably consistent with those of this Agreement as applied to subcontractor employees. Contractor will exercise reasonable efforts to ensure that each subcontractor complies with all of the terms of this Agreement related to Project Data. As between Contractor and County, Contractor will pay any fees or costs related to each subcontractor's compliance with such terms, including without limitation terms governing audits and inspections.

3.2.5. *Applicable Law.* Contractor will comply with all applicable laws and regulations governing the handling of Project Data and will not engage in any activity related to Project Data that would place County in violation of any applicable law or regulation.

3.3. <u>Data Security</u>.

3.3.1. Pima County data in a hosted solution must be stored in a data center located within the continental United States

3.3.2. Contractor will exercise commercially reasonable efforts to prevent unauthorized exposure or disclosure of Project Data and will observe any data security procedures set forth in the

applicable Addendum.

3.3.3. *DataSec Program.* Contractor will maintain, implement, and comply with a written data security program (the "DataSec Program") that requires commercially reasonable policies and procedures to ensure compliance with this Section 5.2 and with Section 5.1 above (Data Management). The DataSec Program's policies and procedures will contain administrative, technical, and physical safeguards, including without limitation: (i) guidelines on the proper disposal of Project Data after it is no longer needed to carry out the purposes of the Agreement; (ii) access controls on electronic systems used to maintain, access, or transmit Project Data; (iii) access restrictions at physical locations containing Project Data; (iv) encryption of electronic Project Data; (v) dual control procedures; (vi) testing and monitoring of electronic systems; and (vii) procedures to detect actual and attempted attacks on or intrusions into the systems containing or accessing Project Data. Contractor will review the DataSec Program and all other Project Data security precautions regularly, but no less than

annually, and update and maintain them to comply with applicable laws, regulations, technology changes, and best practices.

3.3.4. *Employee Background Checks.* Contractor will not allow any of its employees or subcontractor personnel to access Project Data except to the extent that such individual has received a clean report with regard to each of the following: (i) verifications of education and work history; (ii) a 7-year all residence criminal offender record information check; and (iii) a 7-year federal criminal offender record information check. (A clean report refers to a report with no discrepancies in education or work history and no criminal investigations or convictions related to felonies or to crimes involving identity theft or other misuse of sensitive information.) However, the requirements of the preceding sentence will not apply to the extent forbidden by applicable law.

4. ***Data Breaches.* Contractor will implement and maintain a program for managing actual or suspected Data Breaches. In the event of a Data Breach, or in the event that Contractor suspects a Data Breach, Contractor will (i) promptly notify County by telephone or in person and (ii) cooperate with County and law enforcement agencies, where applicable, to investigate and resolve the Data Breach, including without limitation by providing reasonable assistance to County in notifying injured third parties. In addition, Contractor will provide 1 year of credit monitoring service to any affected individual, unless the Data Breach resulted from County's act or omission. Contractor will give County prompt access to such records related to a Data Breach as County may reasonably request; provided such records will be Contractor's Confidential Information, and Contractor will not be required to provide County with records belonging to, or compromising the security of its other customers. The provisions of this Agreement do not limit County's other rights or remedies, if any, resulting from a Data Breach.RIGHT TO AUDIT.**

4.1. During the Term, and for a period of five (5) years thereafter, or such longer period as may be required by any law, rule, or regulation applicable to County, Contractor shall maintain and provide, and shall ensure that its subcontractors maintain and provide, access, electronic or otherwise, to complete and accurate books, records, documents, data (specifically excluding County Data), and information relating to Contractor's performance (and any Contractor subcontractor's performance) pursuant to this Agreement, (the "Records").

4.2. All such records, documents, data and information shall be maintained in such form (for example, in paper or electronic form) as County may reasonably direct. County shall have the right, during business hours, at its own expense (except as otherwise provided herein), and upon ten (10) days' notice (except to the extent County is unable, using commercially reasonable efforts, to provide such notice and comply with applicable law or the requests of legal authorities), to audit, review, and copy the Records for any reasonable business purpose.

4.3. Contractor shall provide to County such assistance as it reasonably requires in connection with audits or examinations pursuant to this Section. Contractor shall reasonably cooperate with County and its designees in connection with audit functions and with regard to examinations by legal authorities, if required.

4.4.   If any audit or examination reveals that Contractor's invoices for the audited period are not correct, Contractor shall promptly reimburse County for the amount of any overcharges plus an additional amount equal to five percent (5%) of the amount of any overcharge, or County shall promptly pay Contractor for the amount of any undercharges subject to the terms of the Agreement. Any amounts unpaid by Contractor may be set-off by County against any other amounts that may be due to Contractor under the Agreement.

4.5.   If any audit reveals a discrepancy of more than five percent (5%) of the invoiced amount for any period audited or any non-trivial breach(s) of Contractor's obligation to timely and properly provide and perform the Services, Contractor shall bear the cost of such audit.

4.6.   Nothing in the Agreement shall limit or restrict the rights of either party in discovery proceedings pursuant to any civil litigation or governmental, regulatory or criminal proceeding.

5. **CONTRACTOR'S WARRANTIES**

5.1.   Preexisting Confidential Information. Contractor represents and warrants that it has, before the effective date, maintained confidential and secret any Confidential Information and protected any Project Data as required by this Agreement.

5.2.   Intellectual Property. Contractor represents and warrants that neither the Services nor any Licensed Software, SaaS, or Deliverable will infringe a patent, copyright, trade secret, or other intellectual property right of any third party, and that it has and will maintain the full power and authority to grant the intellectual property rights set forth in this Agreement without the further consent of any third party, including without limitation Contractor's employees and contractors. In case the use of any portion of a Deliverable, Licensed Software, or SaaS is enjoined, Contractor will, at its own expense:
(a) procure for County the right to continue use of the Deliverable, Licensed Software, or SaaS; (b) replace the Deliverable, Licensed Software, or SaaS with a non-infringing version of comparable functionality; or if County consents in writing, (c) issue a full refund of fees paid pursuant to such Addendum. The preceding sentence does not limit any County right to recover fees paid pursuant to other Addendums where products or services provided thereunder are compromised or of reduced value as a result of the breach of warranty.

5.3.   No Viruses. Contractor represents and warrants that the Deliverables, Licensed Software, SaaS, and any other software used or provided by Contractor, as well as any media used to distribute or support them, will contain no viruses or other computer instructions or technological means intended to disrupt, damage, or interfere with the use of computers or related systems.

5.4.   Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, CONTRACTOR OFFERS NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. **SURVIVAL & DATA RETURN.** The following provisions of this Agreement will survive any expiration or termination of this Agreement: Sections 4, 5.1, 5.2 (to the extent, if any, that Contractor retains Project Data), 6, and 9, as well as any provision that must survive to fulfill its essential purpose.. Promptly after termination or expiration of an Addendum or of this Agreement, Contractor will return to County all Project Data and all other County data and permanently erase all copies thereof; provided the terms of an Addendum may alter the requirements of this sentence.

7. **SERVICE LEVELS & MAINTENANCE**

7.1.   Licensed Software Maintenance. Except to the extent that a Software/SaaS Addendum provides to the contrary:

7.1.1.   *Maintenance.* During the term of this Agreement, during the Subscription Term, Contractor will maintain the SaaS so that they perform in material compliance with their Specifications.

7.1.2.   *Updates & Upgrades.* During the term of this Agreement, and during the Subscription Term, Contractor will provide County with copies of all new versions, updates, and upgrades of the SaaS solution (collectively, "Upgrades"), without additional charge, promptly after

commercial release.

7.2. <u>SaaS Service Level Agreement</u>. Except to the extent that a Software/SaaS Addendum provides to the contrary:

    7.2.1. *Service Level Agreement.* During the term of this Agreement, Contractor will maintain the SaaS so that it performs according to its Specifications during 99.9% of each calendar month, within the constraints of the Cloud platform uptime.

    7.2.2. *Updated SaaS*: Contractor will ensure that SaaS receives all updates and upgrades Contractor provides to its customers generally.

8. **TIMING OF MAINTENANCE FEES & SAAS SUBSCRIPTIONS**.

    8.1. Notwithstanding any provision of an Addendum to the contrary:

        8.1.1. No fees for Services of Licensed Software or SaaS, including without limitation for Upgrades (as defined in Subsection 10.1.2 above), will accrue before User Acceptance Testing (UAT) (as defined below); and

        8.1.2. No period before UAT will be counted against the time covered by any maintenance period.

    8.2. Unless the applicable Software/SaaS Addendum provides to the contrary:

        8.2.1. No fees for use of SaaS will accrue before UAT, and

        8.2.2. No period before UAT will be counted against the time covered by any SaaS subscription fees.

    8.3. This Section 8 limits the potential periods of maintenance and of SaaS subscriptions and will not be construed to extend or otherwise define such periods. "UAT" refers to the earlier of Acceptance of the Licensed Software or SaaS or County's first use of the Licensed Software or SaaS in the TEST environment.

9. **FUNCTIONALITY & RELATED WARRANTIES.** Except to the extent that a Software/SaaS Addendum provides to the contrary:

    9.1. <u>SaaS Warranties</u>. Contractor warrants that the SaaS will materially conform to its Specifications The preceding sentence: (a) does not limit any County right to recover fees paid pursuant to other Addendums where products or services provided thereunder are compromised or of reduced value as a result of the breach of warranty; and (b) does not limit any service level commitments set forth in Subsection 10.1.1 above or in a Software/SaaS Addendum.

    9.2. <u>Supporting Services</u>. Contractor represents and warrants that it will provide any service that supports Licensed Software or SaaS, including without limitation maintenance services, in a professional and workmanlike manner.

END OF EXHIBIT C: LICENSED SOFTWARE/SAAS STANDARD TERMS & CONDITION

EXHIBIT D: FEDERAL REGULATION COMPLIANCE (4 pages)

1. **Source of Funds.** Contract is being paid for with Federal grant funds, including Department of Labor Comprehensive and Accessible Reemployment Through Equitable Employment Recovery National Dislocated Worker Grant and the Department of Treasury American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Funds.

2. **Laws and Regulations.**

   2.1. <u>Compliance with Laws</u>. Contractor will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders and Contractor will provide for such compliance by other parties in any agreements it enters into relating to this award. Where specific grant regulations conflict with other pertinent regulations, the more stringent or conservative regulations will be followed. For example, if the two separate Federal grants have differing periods of performance the period with the nearest end date will be primary. Federal regulations applicable to this award include without limitation, the following:

      2.1.1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      2.1.2. Contractor agrees to comply with the requirements of section 602 of the ARPA CLRF Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.

      2.1.3. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference

      2.1.4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

      2.1.5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

      2.1.6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

      2.1.7. New Restrictions on Lobbying, 31 C.F.R. Part 21.

      2.1.8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

      2.1.9. Generally applicable federal environmental laws and regulations.

   2.2. <u>Reporting</u>. Contractor agrees to comply with any reporting obligations by Treasury or by the Department of Labor as they relate to these awards.

2.3. Maintenance of and Access to Records.

   a) Contractor shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the ARPA CLRF Act, Treasury's regulations implementing that section and guidance issued by Treasury regarding the foregoing.

b) The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Proposer in order to conduct audits or other investigations.

c) Records shall be maintained by Contractor for a period of five (5) years after all funds have been expended.

2.4. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. 200.458, may not be paid with funding from these awards.

2.5. Conflict of Interest. Contractor understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. 200.3189(c) and that such conflict of interest policy is applicable to each activity funded under this contract. Contractors must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. 200 200.112.

2.6. Remedial Actions. In the event of a Contractor's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. 200.339. In the case of a violation of section 603(c) of the Act regarding use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

2.7. False Statements. Contractor understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages, and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

2.8. Publications. Any publication produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Contractor] by the U.S. Department of Treasury."

2.9. Debts Owed the Federal Government.

a) Any funds paid to Contractor (1) in excess of the amount to which Contractor is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Contractor shall constitute a debt to the federal government.

b) Any debts determined to be owed the federal government must be paid promptly by Contractor. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Contractor knowingly or improperly retains funds that are a debt as defined in paragraph 149(a). Treasury will take any actions available to it to collect such a debt.

2.10. Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which

are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

2.11. <u>Disclaimer</u>. The United States expressly disclaims any and all responsibility or liability to Contractor or third persons for the actions of Contractor or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

2.12. Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C.§§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

2.13. Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow-down of all provisions and requirements to any Contractors. During the performance of this Agreement, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

2.14. Other statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

2.14.1. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

2.14.2. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

2.14.3. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

2.15. <u>Hatch Act</u>. Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

2.16. <u>Reducing Text Messaging While Driving</u>. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should adopt and enforce policies that ban text messaging while driving, and Proposer should establish workplace safety policies to decrease accidents caused by distracted drivers

2.17. <u>Increasing Seat Belt Use in the United States</u>. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor should adopt and enforce on-the-job seat belt policies and programs for its

employees when operating company-owned, rented or personally owned vehicles.

2.18.   Protections for Whistleblowers. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonable believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

2.18.1.   A member of Congress or a representative of a committee of Congress;

2.18.2.   An Inspector General;

2.18.3.   The Government Accountability Office;

2.18.4.   A Treasury employee responsible for contract or grant oversight or management;

2.18.5.   An authorized official of the Department of Justice or other law enforcement agency;

2.18.6.   A court or grand jury; or

2.18.7.   A management official or other employee of Contractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

2.19.   Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Agreement and that its second tier subcontractors and/or subrecipients will be appropriately licensed.

2.20.   Domestic Preferences for Procurements. As specified in 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, Contractor will, to the greatest extent practicable under Federal award,provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award.

2.21.   Telecom Prohibition. Contractor agrees to comply, as applicable, with requirements of the prohibition on certain telecommunications and video surveillance services or equipment as specified in 2 C.F.R. § 200.216.

2.22.   Contractor agrees to comply with all applicable standards, orders or regulations issued under:

2.22.1.   Clean Air Act (42 USC7401-7671q.)

2.22.2.   Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended (Contracts and subgrants in excess of $150,000).

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APPENDIX A

Contract Provisions for Non–Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non–Federal entity, County is required to include the following additional provisions, as applicable, under 2 C.F.R. Pt. 200, Appendix II.

(A) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60– 1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(B) Davis–Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non–Federal entities must include a provision for compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti–Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency.

(C) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non–Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(D) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must

comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(E) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non–Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(F) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(G) Byrd Anti–Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non–Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non–Federal award.

(H) See § 200.323, Procurement of recovered materials.

(I) See § 200.216, Prohibition on certain telecommunications and video surveillance services or equipment.

(J) See § 200.322, Domestic preference for procurements.

(K) Compliance with 1933 Buy American Act requirements if applicable

END OF EXHIBIT D: FEDERAL REGULATION COMPLIANCE

PIMA COUNTY PUBLIC DEFENSE SERVICES

REQUEST FOR PROPOSAL RESPONSE
PDS CASE MANAGEMENT SYSTEM
DUE: 2:00 P.M. Wednesday, December 8, 2021

Aeon Nexus Corporation

138 State Street, Albany NY 12207
518.229.2617
Dennis Blaine
dennisblaine@aeonnexus.com

NYS Certified Minority Business Enterprise
U.S. SBA Small Disadvantaged Business
Federal Tax Id: 54-1983534
Duns Id: 109396627
GSA Schedule: Gs-35f-0238

Microsoft

Contents

Letter of Intent

December 8, 2021

Ms. Denise Waldo, CPPB, Procurement Officer
Pima County Procurement Department
150 W. Congress Street, 5th Floor
Tucson, AZ 85701-1207
520.724.8161
Denise.waldo@pima.gov

Re: Response for Pima County Public Defense Services' (PDS') Request for Proposal for a PDS Case Management System

Ms. Waldo:

This document serves to cover the transmittal of our response package to the Pima County Procurement Department's Request for Proposal (RFP) for a PDS Case Management System (CMS). Aeon Nexus Corporation sells and supports the very type of CMS that Pima County Public Defense Services (PDS) seeks, and Aeon Nexus agrees to provide the software solution and related services as described in this RFP response. We commit to the functionality, pricing, and schedule proposed in this response. Aeon Nexus confirms that the proposal shall remain valid for sixty (60) days from the date of submission.

Firm Name:	Aeon Nexus Corporation
Firm Address:	138 State Street, Albany, NY 12207
Firm Telephone:	518.229.2617
Authorized Representative:	Dennis Blaine, Managing Director
Joint Firms/Subcontractors:	No subcontractors or joint firms will be used by Aeon Nexus Corporation to provide the software solution and related services as outlined in this response. Aeon Nexus is a New York State Minority Owned Business Enterprise (MBE).

Aeon Nexus Corporation confirms that it has read and agrees to comply with the requirements stated in this RFP, and that the contents of this proposal accurately describe the information technology solution and services offered in this RFP response. Finally, Aeon Nexus Corporation confirms that Dennis Blaine, Managing Director of Aeon Nexus Corporation, is legally authorized to obligate our firm to provide the software and related services included in this response package.

Sincerely,

Dennis Blaine, Managing Director
dennisblaine@aeonnexus.com
518.229.2617
Aeon Nexus Corporation
138 State Street
Albany, NY 12207

ATTACHMENT 1: PROPOSAL CERTIFICATION FORM (1 PAGE)

CONTRACTOR LEGAL NAME: Aeon Nexus Corporation

BUSINESS ALSO KNOWN AS:

MAILING ADDRESS: 138 State Street

CITY/STATE/ZIP: Albany, NY 12207

REMIT TO ADDRESS: 138 State Street

CITY/STATE/ZIP: Albany, NY 12207

CONTACT PERSON NAME/TITLE: Dennis Blaine, Managing Director

PHONE: 518.229.2617   **FAX:**   518.881.4100

CONTACT PERSON EMAIL ADDRESS: dennisblaine@aeonnexus.com

EMAIL ADDRESS FOR ORDERS & CONTRACTS: meghanbarkley@aeonnexus.com

CORPORATE HEADQUARTERS ADDRESS: 138 State Street, Albany, NY 12207

WEBSITE: http://www.aeonnexus.com

ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS:
Contractor acknowledges that it incorporates the following solicitation amendments in its offer and this contract:

Amendment #	Date	Amendment #	Date	Amendment #	Date
1	12/02/2021				

INSURANCE CERTIFICATE documents will be required from the winning Proposers within two (2) business days after the Notice of Recommendation for Award is posted on the Procurement website.

By signing and submitting Proposal documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation.

Conditional offers that modify the solicitation requirements may be deemed non-responsive and County may not evaluate them. Contractor's signature below constitutes a firm offer and upon the execution of the Professional Services Contract issued by the Pima County Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services described in this solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Instructions to Proposers, the sample Professional Services Contract, and related attachments or exhibits.

SIGNATURE: _____   **DATE:** December 3, 2021

Dennis Blaine, Managing Director
PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: 518.229.2617, dennisblaine@aeonnexus.com

Attachment 2: Minimum Qualifications Verification Form

Solicitation No: RFP-PO-2200014   PDS Case Management System

ATTACHMENT 2: MINIMUM QUALIFICATIONS VERIFICATION FORM (1 PAGE)

PROPOSER'S NAME: Aeon Nexus Corporation

In order for County to evaluate and consider proposals for award, they must be **Responsive and Responsible.** *"Responsive"* means that the submitted proposal documents conform in all material respects to the requirements in the solicitation. *"Responsible"* means that Proposers document and substantiate their capability to fully perform all requirements of the solicitation. Factors include and may not be limited to experience, integrity, perseverance, reliability, capacity, facilities, equipment, credit and any other matter necessary to provide the performance that the solicitation requires.

Proposer must certify that they possess the minimum qualifications contained herein. Proposer must provide the requested documents that substantiate their satisfaction of the Minimum Qualifications. Failure to provide the information required by these Minimum Qualifications and required to substantiate responsibility may be cause for County to reject the Proposer's proposal as **Non-Responsive and/or Non-Responsible.**

Proposer certifies that they possess the following minimum qualifications and will provide the requested documents that substantiate their satisfaction of the Minimum Qualifications.

Provide documented and verifiable evidence that your firm satisfies the following Minimum Qualifications, and indicate what/if attachments are submitted.

ITEM NO.	MINIMUM QUALIFICATIONS	COMPLIANCE YES/NO (SELECT ONE)	DOCUMENT TITLE AND NUMBER OF PAGES SUBMITTED FOR EACH DOCUMENT
1	Minimum of five (5) years experience in the software industry with defense case management systems. (See Questionnaire for documentation requirements.)	Yes	Riverside County District Attorney dated contract cover sheet and Table of Contents; 3 pages
2	Successful migration and implementation of a case management system for a government defense organization. (See Questionnaire for documentation requirements.)	Yes	

SIGNATURE: _____   DATE: December 8, 2021

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

138 State Street | Albany, NY 12207 T: 518.229.2617 F: 518.881.4100 | aeonnexus.com

Attachment 3: Questionnaire Form

Company Experience

1. How many years has your company provided legal case management systems?

Aeon Nexus Corporation is a Small Business Enterprise (SBE), a New York State-certified Minority-Owned Business Enterprise (MBE), and a General Services Administration (GSA) Schedule 70 holder, experienced in providing public sector clients with enterprise legal case management solutions built on the Microsoft Power Platform and hosted in the Microsoft Azure Government Community Cloud (GCC). Our expertise in management consulting, information technology implementation and legal case management has made Aeon Nexus an asset to our clients in the federal and state government sectors since our incorporation in the State of Virginia in the year 2000.

Aeon Nexus Corporation has been providing case management solutions since our inception in 2000, leading the way with the Cash Management Improvement Act System (CMIA) for the U.S. Treasury Department and all 50 states and developing our case management solutions into the legal case management system, JusticeNexus.

Originally headquartered in Washington, D.C., Aeon Nexus Corporation has expanded with headquarters in Albany, NY and offices in Denver, CO and Los Angeles, CA, currently employing a staff of 25, with resources working nationally to support projects from coast to coast. Aeon Nexus Corporation is a privately held S corporation, 100% owned by Omar Usmani, Chief Executive Officer.

Aeon Nexus works primarily with public sector clients in Justice and Public Safety (JPS), providing enterprise cloud-based legal case and document management solutions to clients such as the Riverside County District Attorney's Office (Riverside). Aeon Nexus performed our first implementation of our flagship legal case management solution, JusticeNexus, in 2016 for Riverside, supporting over 700 attorneys, 200 support staff and administering over 5 terabytes (TB) of supporting documents and digital assets. Riverside County is the 4th most populous county in California and 11th most in the United States.

2. What government agencies are currently using your legal case management system? Breakout how many agencies are county, state, and federal.

Entity	Jurisdiction
Riverside County District Attorney's Office	County
City of Seattle City Attorney	City
Pinal County, AZ Public Defense Services	County
Fresno County, CA Public Defender's Office	County
Oregon Public Utility Commission	State

3. How many governmental defense agencies are currently using your legal case management system?

Entity	Jurisdiction
Pinal County, AZ Public Defense Services	County
Fresno County, CA Public Defender's Office	County

4. What is the largest metropolitan jurisdiction (by population) which you have converted to your legal case management system?

Aeon Nexus' largest current implementation of JusticeNexus was for Riverside, supporting over 700 attorneys, 200 support staff and administering over 5 terabytes (TB) of supporting documents and digital assets, growing

by almost 70,000 cases annually. Riverside County is the 4th most populous county in California and 11th most in the United States.

5. What licenses, certifications or association memberships do you hold?

Aeon Nexus Corporation has vast experience in developing enterprise case management solutions for public sector customers needing complex legal and document management on a secure cloud hosted platform such as Microsoft's GCC. Aeon Nexus is a Microsoft Gold Partner and a Microsoft President's Club for Microsoft Dynamics member. The Microsoft President's Club for Microsoft Dynamics honors high-performing Microsoft Dynamics partners, representing the top five percent of Microsoft Dynamics partners worldwide. Membership is granted based on continual and committed efforts aimed at offering solutions that meet the needs of our customers.

Aeon Nexus will deliver all solutions describe in this response using only Microsoft-certified, security cleared U.S.-based citizens. No subcontractors will be used to deliver the JusticeNexus solution for the PDS.

Contract Vehicles

Aeon Nexus currently holds the following contracts:

- GSA IT Schedule 70 (GS-35F-0238M)
- California Multiple Award Schedule (CMAS)
- New York State Project-Based IT Services (PBITS)
- Various other state, city, and county contracts available for "piggybacking"

Certifications

Aeon Nexus holds the following Microsoft Gold Partner certifications:

- Application Development (.NET)
- Windows and Devices
- Cloud Platform (M365, and Azure)
- Cloud Productivity (M365, Power Platform, Dynamics365, SharePoint, InfoPath)
- Data Analytics (SQL and PowerBI)

Additional Details

- Graduate of the Small Business Administration (SBA) 8(a) Program
- SBA-certified Small Disadvantaged Business (SDB)
- NYS Certified Minority-Owned Business (NYSMBE)
- State of Washington Certified Minority Owned Business (MBE)
- State of Maryland SDB

6. Demonstrate experience implementing and meeting tight timelines.

Aeon Nexus enjoys a 100% customer retention rate. We have no clients that have terminated services, nor do we have clients that have terminated work mid-project. Aeon Nexus prides itself in our ability to understand, meet,

and exceed client expectations. As a Microsoft Gold Partner and member of the Microsoft Dynamics 365 ecosystem, we stand on our past successes. Aeon Nexus will engage with stakeholders and other interested parties at the client to over-communicate throughout the implementation. It is through this attention to detail and direct, hands-on involvement with clients that we can achieve the implementation success rate that we enjoy today.

Risks are inherent in any IT project. From our direct experience implementing projects of similar size and scope as described in this response, we believe user adoption - at all levels of the organization - is a primary driver that defines the overall success of the project. To promote user adoption, we ask that the PDS identify stakeholders that will evangelize the new solution, promoting "why" this improvement path was taken and the benefits to be derived from the new solution. We believe an approach that includes over-communication by system evangelists at the HCPDO will greatly aid in user adoption and reduce overall implementation risk, as PDS users understand *why* these actions were undertaken and what goals are to be derived from these activities. To further mitigate this risk, during the Discovery phase, Aeon Nexus will seek to include input from a disparate set of PDS system users to ensure that every voice is heard and as many ideas, concepts and workflows are included in the final work product.

Aeon Nexus prides itself on strong client relationships and that is how we have thrived for over 20 years. Client satisfaction is our #1 behavioral driver, and we strive to build healthy, long-term interpersonal relationships with our clients. Should the PDS have any concerns regarding our deliverables or not meeting PDS expectations, they have defined escalation procedures and direct access to our CEO with whom remedies will be addressed.

7. Proposers must provide documentation that demonstrates fiscal health, such as the most recent financial audit and current financial statements

Aeon Nexus has included audited financials for the past three years as Appendix A.

8. Proposers should provide at least three (3) references of entities that have fully completed, and live implementations ofthe solution being offered, preferably with a variety of service or benefit coverage similar to the solution required of theCounty. (Proposers will need to inform these references that they may be contacted by Pima County.)

Aeon Nexus is currently implementing the same JusticeNexus solution we are responding with for a City Attorney's Office and two County Public Defender's Offices, scheduled to go live in Q1 2022. Below, please find three active references that are currently already in production.

Reference 1	
Customer Name:	County of Riverside California, District Attorney's Office
Address:	3960 Orange Street
City:	Riverside
State:	CA

Zip:	92501
Contact Name:	Tim Craney, Information Technology Officer II
Telephone:	(951) 955-0236
Email:	Timothy.Craney@RivCoDA.org
No. of Years Installed:	5 years

Reference 2	
Customer Name:	City of Los Angeles, California – Personnel Department
Address:	700 E Temple Street
City:	Los Angeles
State:	CA
Zip:	90012
Contact Name:	Aram Kouyoumdjian, Assistant General Manager	Public Safety
Telephone:	(213) 473-3470
Email:	aram.kouyoumdjian@lacity.org
No. of Years Installed:	3 years

Reference 3	
Customer Name:	City of Los Angeles, California – Police Department
Address:	100 W 1st Street
City:	Los Angeles
State:	CA
Zip:	90012
Contact Name:	Jens Back, Information Technology Bureau
Telephone:	213.846.0370
Email:	40077@lapd.online
No. of Years Installed:	2 years

9. Proposers must be able to substantiate a percentage of system uptime over the past three (3) years for the referenced entities. Documentation must account for scheduled and unscheduled maintenance outages, if any.

As a solution that is hosted in the Microsoft GCC, uptime is reflected in the Service Level Agreement (SLA) that Microsoft provides in support of the hosting service. Microsoft guarantees 99.9% uptime and 24/7/365 access; in recent year, Microsoft has reported 99.994% uptime for its Azure GCC hosting services. Microsoft admins can view the status of services and find out when maintenance is scheduled. Service health information is available at any time by signing in. The Service health section of the admin dashboard shows the status of the service and details about service disruptions and outages. Planned maintenance information is available on the Message Center. For more information, see View the status of your services.

Cloud software architectures are designed from the ground up for maximum network performance, so they frequently deliver better application-level availability than conventional, on-premises solutions. Microsoft's expansive cloud is comprised of an extensive network of datacenters dispersed geographically across the United States to provide top tier redundancy and availability.

As proposed, the JusticeNexus solution is cloud-based and inherently scalable in real-time, providing entities of all sizes, a fast, flexible, and affordable solution, arming PDS staff and other interested parties with accurate real-time information. Using a pay-as-you-go model, the PDS City will only pay for the compute power and storage that it consumes. With JusticeNexus, the PDS can provide reliable services for its staff and constituents faster and more cost-effectively without concern for traffic spikes, down-time or adding hardware. Our JusticeNexus CMS allows the PDS to empower system users to be more proactive while gaining uptime, visibility, and accountability.

Key Personnel

1. Will Proposer provide a dedicated implementation team, skilled in government implementations of our size? Provide detailed information including qualifications.

Aeon Nexus anticipates providing a dedicated implementation team, including a Project Manager, two or more Business Analysts, and two or more Software Architects that have previously worked to implement the JusticeNexus solution for other County Public Defender Services offices, including the Fresno County, CA and Pinal County, AZ Public Defense Services Offices. While these will not be the only resources that may work on PDS-related items, these will be named Subject Matter Experts (SMEs) who will regularly attend meetings and ultimately be responsible for all deliverables.

This team of dedicated SMEs will work closely with PDS teams to define, and document use cases and requirements to configure JusticeNexus for the PDS. After implementation, this team will also provide ongoing support to PDS, while cross-pollinating PDS-specific knowledge with other Aeon Nexus team members to provide greater coverage and visibility.

Staff Qualifications and Team Structure

Aeon Nexus will utilize only qualified, Microsoft-certified full-time employees to fulfill the obligations described in this RFP response. No subcontractors or sub-consultants will be used to deliver the items described in this response.

Below, please find an organizational chart that depicts the resources Aeon Nexus anticipates utilizing to deliver the services and functionality described in this response.

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                          ┌──────────────────────┐
                          │     Omar Usmani      │
                          │ Chief Executive Officer│
                          └──────────────────────┘
        ┌───────────────────────────┼───────────────────────────┐
┌──────────────────┐     ┌──────────────────────┐     ┌──────────────────┐
│  Meghan Barkley  │     │    Dennis Blaine     │     │   Mason Schuler  │
│Chief Operating Officer│  │  Managing Director  │     │     Director     │
└──────────────────┘     └──────────────────────┘     └──────────────────┘
                              │
                   ┌──────────────────────┐     ┌──────────────────────┐
                   │   Lauren Smouse      │     │    Luke Thomas       │
                   │   Project Manager    │     │ Technical Architect  │
                   └──────────────────────┘     └──────────────────────┘
            ┌──────────────┴──────────────┐     ┌──────────────────────┐
   ┌──────────────────┐   ┌──────────────────┐   │    Jake Tanner       │
   │  Nathan Uchytil  │   │   Bryan Culver   │   │ Solutions Consultant │
   │ Business Analyst │   │ Software Architect│   └──────────────────────┘
   └──────────────────┘   └──────────────────┘
   ┌──────────────────┐   ┌──────────────────┐
   │TBD Business Analyst│  │   TBD Developer  │
   │ Business Analyst  │   │ Software Architect│
   └──────────────────┘   └──────────────────┘
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Omar Usmani
Anticipated Role: Project Oversight and Subject Matter Expert

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Chief Executive Officer &
Founder

Aeon Nexus Corporation

SUMMARY OF EXPERIENCE

Mr. Usmani has over 20 years of solutions delivery experience in the public and private sectors. He is a seasoned professional who has worked with Fortune 100 corporations and leading government organizations including the United States and Allied Governments, as well as varied international military organizations. Mr. Usmani is responsible for the overall success of all projects with oversight into client requirements and the solutions Aeon Nexus delivers for its clients.

Mr. Usmani's experience has delivered significant savings to clients through management consulting and software solutions deployed across federal, state and local organizations. In the private sector, he has worked with enterprise clients in the telecommunications, manufacturing, construction, pharmaceutical, and energy industries to manage over 600 billion dollars of spend by utilizing industry leading software and spend management tools. Mr. Usmani uses these tools to facilitate highly successful and cost-effective e-Procurement and financial analyses for procurement leaders leveraging data and technology for efficiency and savings. Mr. Usmani is directly responsible for implementing highly visible mission-critical Enterprise Resource Planning (ERP) and Customer Relationship Management (CRM) systems, reducing costs and inefficiencies with justifiable and repeatable processes while delivering quality and excellence.

The knowledge Mr. Usmani has brought to Aeon Nexus combines his public sector experience, education in economics and his varied technology qualifications to leverage world class solutions for customer benefit. He has taken this knowledge and applied it to projects that support government, education, healthcare, and not-for-profit organizations to deliver success for local communities and global entities alike.

EDUCATION

George Mason University
BA, Economics

WORK EXPERIENCE

Aeon Nexus Corporation was founded in Washington, DC by Mr. Usmani over nineteen years ago with the idea that how organizations made decisions about spending money could be greatly improved. With that in mind, Aeon Nexus began developing innovative solutions for the federal government centered on better procurement processes, practices, and automation. The savings recognized by the federal government did not go unnoticed for long, and Aeon Nexus was quickly engaged by Fortune 100 companies and non-profits alike.

Such a rapid escalation of interest demanded both an increase in people and an expansion of services. In response, Aeon Nexus acquired adept industry professionals to supplement its executive management team and formed strategic partnerships to provide services and solutions of the highest integrity.

In 2010, Aeon Nexus Corporation relocated to the Capital Region of upstate New York to take advantage of new economic opportunities and invest in the future success of the region. With the leadership of Mr. Usmani, Aeon Nexus has continued to provide exceptional services and solutions to its federal, corporate, and non-profit clients, as well as form new relationships with New York State agencies and municipalities. With recent expansions including a new headquarters in Albany, New York, and resources working on the west coast, Aeon Nexus is rapidly expanding its client base and further extending its breadth of skills and services.

Dennis Blaine, MCSE
Anticipated Role: Engagement Manager

SUMMARY OF EXPERIENCE

Mr. Blaine has over 20 years of technology solution delivery experience in both the public and private sectors. He is a results-oriented, servant leader with broad experience delivering high visibility, enterprise projects to state and federal agencies, as well as private sector financial entities. Mr. Blaine is responsible for the overall success of Aeon Nexus projects and client satisfaction.

EDUCATION

State University of New York at Albany
BA, English
BA, Fine Arts

WORK EXPERIENCE

Managing Director

Aeon Nexus Corporation

March 2019 – present

Mr. Blaine has sold and supported enterprise technology solutions in highly regulated environments and has intimate familiarity with audit and regulatory controls including NIST, FISMA, FERPA, HIPAA, SAS 70, SSAE 16, and SOC 1, 2, and 3. Having managed successful software implementations for the majority of his career, Mr. Blaine possesses deep technical acumen and broad experience with every aspect of the Software Development Life Cycle, from requirements gathering through delivery and post-implementation support, facilitating every aspect of successful software delivery with all parties including clients, stakeholders, and delivery teams.

With over seventeen years of proven experience leading projects, services, and IT sales and delivery across complex organizations, Mr. Blaine has proven abilities to effectively collaborate and interact with all levels of the organization. Possessing sophisticated strategic thinking and reasoning skills, he is gifted at bridging the gap between business processes, technology, and software engineering.

Overview of contributions:

- Oversaw multiple Scrum teams comprised of more than 36 software engineers, architects, and business analysts across multiple locations, in highly regulated dynamic environments for five separate application software products, applying Agile and Waterfall methodologies in support of 32 public and private financial sector clients
- Executed full end-to-end project management for the Software Development Life Cycle
- Product owner for three web-based Microsoft .NET enterprise financial solutions

Mason Schuler
Anticipated Role: Solutions Strategist

Director

Aeon Nexus Corporation

May 2021 – present

Account Technology
Strategist

Microsoft Corporation

March 2011 – March 2021

SUMMARY OF EXPERIENCE

Mr. Schuler has over eighteen years of solutions delivery experience in the public and private sectors. He is a technical strategist who has spent most of his career developing and running project management systems and productivity solutions and cloud platforms leverage Microsoft technologies. Mr. Schuler is responsible for Business Development, Program Deliver, Technical Solution Roadmap and Customer Relations. Mr. Schuler's core capabilities include:

➢ Programmatic Oversight
➢ Identity and Cybersecurity Solutions
➢ Cloud Productivity Solutions (O365/D365)
➢ CTO and IT Road mapping
➢ Solution Integrations

EDUCATION

Virginia Tech
Bachelor's Degree in Industrial and Systems Engineering
Proficiencies and Certifications in: Office 365, Identity, Dynamics 365, Azure and Cloud Architecture

WORK EXPERIENCE

Mr. Schuler is responsible for business development, strategic partnerships, and solutions within the Microsoft Dynamics 365 space for Aeon Nexus. Having overseen sales and delivery to Federal, DoD, National Security, and Commercial organizations, his extensive experience in sales and implementation of numerous complex IT solutions allows him to provide guidance and direction to customers on their modernization and cloud journeys.

Over a 10-year career at Microsoft, Mr. Schuler served as Consultant, Delivery Manager, and Account Executive before leading the Technology Strategy to Los Angeles County for Microsoft, driving the sales, delivery, consumption, customers success, and partner integration needs of the 125,000+ customer workforce. Annual revenue of the customer to Microsoft exceeded $65M annually between software, support, and services, not including partner revenue. Coordinating and integrating a team of over 25 resources dedicated to the County allowed for experience managing nuanced and often complex needs, with regulations, requirements and customer needs that needed technical, managed, and often political needs to be successful for the customer. Having overseen   multiple   cyber-security   breaches,   large   scale   project   management

deployments for the US Census Bureau, and other SharePoint and Project implementations across DoD/NSG as well as Commercial customers, Mr. Schuler's breadth of experience allowed him to be successful in a breadth of needs. Leveraging partners, training solutions, and the breadth of the Microsoft team are all tools that work within the Aeon Nexus framework to be successful and let the customer needs come first.

Lauren Smouse
Anticipated Role: Project Manager

Project Manager

Aeon Nexus Corporation

October 2020 – present

SUMMARY OF EXPERIENCE

Lauren Smouse, whose analytical approach, and adept communication skills, has helped gain client satisfaction. Her ability to prioritize and attention to detail without losing sight of the big picture has benefited the projects she has participated in allowing for a superior customer experience. Expert interpersonal skills allow her to communicate clearly and effectively with clients, whether it be verbally or written. Lauren's time management and adaptability allows her to provide the best possible experience for the clients.

EDUCATION

Hartwick College, 2016
BA, Political Science/French
GPA: 3.8

Hudson Valley Community College, 2020
Certification, Paralegal
GPA: 3.98

EXPERIENCE & CERTIFICATIONS

- Project Manager for Pinal County Public Defense Services' JusticeNexus implementation
- Experience and knowledge of CRM
- Knowledge of Microsoft SharePoint and Business Intelligence Tools
- Gathering and documenting business requirements reflecting client expectations and needs
- Documenting all workflows, use cases, and stakeholder interests
- Partner with Developers to automate manually processes for clients
- Testing applications to make sure they are reliable, fully functional, and user-friendly
- Ability to handle various projects/tasks simultaneously
- Ability to organize, prioritize, and meet deadlines without compromising the quality of work
- Strong interpersonal, organizational, written, and verbal communication skills

Technology Skills

Microsoft Technologies

Microsoft Dynamics CRM 2016, Microsoft Dynamics 365, SharePoint

Web Technologies

HTML, JavaScript, JQuery, PHP, Liquid Template, VBScript, XML, XHTML, CSS, AJAX

Database

Microsoft SQL Server 2017

Tools/IDE

Microsoft Visual Studio 2012/20155/2017, Dynamics Customer Service Portals, Microsoft Office SharePoint Server, SQL Enterprise Manager, Microsoft Dynamics CRM Developer Kit, AJAX Control Toolkit, Visual SourceSafe, Fiddler, CVS, Scribe

Languages

C++, C#, VB.NET, Java, SQL, Python

Operating Systems

Windows, UNIX, Linux

Reporting Services

SQL Server Reporting Services (SSRS), Crystal Reports 10/11

Design Methodologies

OOD, OOA

Luke Thomas, MCSE
Anticipated Role: Technical Architect

SUMMARY OF EXPERIENCE

Mr. Thomas is proficient in all phases of the software development lifecycle including requirements definition, analysis & design, system implementation, performance tuning, testing, and support with superior expertise in development and build. He is skillful in test-driven development, design patterns, custom scripts and refactoring. At Aeon Nexus, Mr. Thomas is responsible for configuring and customizing Microsoft Dynamics 365, understanding requirements, and working with other developers in building superior applications for our clients. He has been involved in building and maintaining successful customer relationships and is adept at using various software tools as part of the process. Mr. Thomas is highly skilled in quality assurance and software testing of both the MS Dynamics 365 Online and on-premises platforms. Mr. Thomas is a Microsoft Certified professional with certification in Microsoft Dynamics CRM Customization and Configuration.

EDUCATION

State University of New York (SUNY)
University at Albany, Albany, NY
Certificate of Graduate Study in Emergency Preparedness, Homeland Security, and Cybersecurity (EHC)

State University of New York (SUNY)
College at Oneonta, Oneonta, NY
Major: CSCI Standard/Technical, Minors: Math and Business Communications
3.55 Overall GPA
3.82 Major GPA

National Honors Society
Honor Key
Dean's List
Upsilon Pi Epsilon (Honor Society for the Computing and Information Disciplines)

EXPERIENCE & CERTIFICATIONS

- Experience with Microsoft Office Applications including Word, PowerPoint, Excel, and Access
- Courses including Homeland Security, Cybersecurity, Cryptography, Security Implementation, Psychology and Information Security, C++ Programming, Assembly Language Programming, Computer Architecture, Introduction to Computing Technologies, Data Structures, Artificial Intelligence, Intro to Relational Databases, Mobile Application Development, Origin of Programming Languages, Software Design and Development, Networking, Combinatorial Computing, Unix, and Intro to Game Development
- Experience with general computer software maintenance
- Experience with Windows, Unix and Linux systems

2. Will Proposer provide a dedicated data conversion team, skilled in government implementations with other jurisdictions of our size? Provide detailed information including qualifications.

Aeon Nexus strongly believes a major pillar in every successful implementation is a strong understanding of the underlying database schema – how tables and records relate to each other. The same team that will provide implementation services will also conduct the migration from Pima County PDS legacy JustWare 6.0 application ecosystem. Leveraging direct experience with County Public Defender Services offices (specifically Pinal County PDS in Arizona), our experience migrating clients from JustWare, and our deep understanding of the JusticeNexus base schema, our team will work with those IT team(s) at PDS currently responsible for legacy solutions to map all necessary existing data fields to JusticeNexus.

Prior to production data migration, Aeon Nexus will work with the PDS' IT team currently responsible for the legacy application ecosystem to map fields from the current legacy application ecosystem to JusticeNexus. These teams will work together to capture, validate, and cleanse the existing legacy data, documents, and other digital assets prior to migration to JusticeNexus.

As a best practice, Aeon Nexus suggests an iterative approach to data migration. We suggest executing multiple "dry-run" migrations against the entire data set(s) to be migrated. After each dry run, PDS IT and Aeon Nexus will work together to document any errors or shortcomings. Aeon Nexus will make any necessary adjustments to the migration jobs, and PDS resources will perform any necessary data cleansing on records that error out, with assistance from Aeon Nexus. Aeon Nexus will execute dry run migrations over and again until no errors are present. This process ensures that all records adhere to migration rules and no errors are found prior to the actual production migration and has the added benefit of reducing migration run time.

At the end of the migration process, Aeon Nexus will provide reports of the number of records read vs. written, by type, to account for all migrated data. During migration, related data of different types, such as notes, attachments, documents, and other digital assets will be uploaded and associated with the relevant case(s).

To migrate the PDS' data, Aeon Nexus suggests a "trickle data migration" approach, due to the anticipated large volume of data and limited downtime availability. Aeon Nexus will perform an initial load the week prior to Go-Live, and then perform a delta load just prior to Go-Live. We will migrate documents and other digital assets from the PDS' current storage mechanism to SharePoint Online using PowerShell scripts. Before migrating data, Aeon Nexus will work with the PSD' IT team to map and define the business rules and migration strategy, performing several dry runs to validate and cleanse the data to be migrated and to reduce the time required for production migration.

3. Will Proposer provide a dedicated Account Manager? Provide detailed information including qualifications.

Aeon Nexus will provide an Engagement Manager for the term of any relationship between Aeon Nexus and the PDS, to ensure PDS' satisfaction with the JusticeNexus solution and support services. Dennis Blaine, Managing Director at Aeon Nexus, will act as Engagement Manager for the duration of implementation and throughout any optional support periods agreed to by the PDS.

Mr. Blaine has over 22 years of technology solution delivery experience in both the public and private sectors. He is a results-oriented, servant leader with broad experience delivering high visibility, enterprise projects to state and federal agencies, as well as private sector financial entities. Mr. Blaine is responsible for the overall success of Aeon Nexus projects and client satisfaction.

Mr. Blaine has sold and supported enterprise technology solutions in highly regulated environments and has intimate familiarity with audit and regulatory controls, including:

- National Institute of Standards and Technology (NIST),
- Federal Information Security Management Act (FISMA),
- Family Educational Rights and Privacy Act (FERPA),
- Health Insurance Portability and Accountability Act (HIPAA),
- Statement on Auditing Standards (SAS) 70,
- Statement on Standards for Attestation Engagements (SSAE) 16, and
- Service Organization Control (SOC) 1, 2, and 3.

Having managed successful software implementations for most of his career, Mr. Blaine possesses deep technical acumen and broad experience with every aspect of the Secure Software Development Life Cycle (SSDLC), from requirements gathering through delivery and post-implementation support, facilitating every aspect of successful software delivery with all parties including clients, stakeholders, and delivery teams.

With over twenty years of proven experience leading projects, services, and IT sales and delivery across complex organizations, Mr. Blaine has proven abilities to effectively collaborate and interact with all levels of the organization. Possessing sophisticated strategic thinking and reasoning skills, he is gifted at bridging the gap between business processes, technology, and software engineering.

4. Does the Proposer require background checks for all support personnel prior to hiring staff who will have access to Licensee data?

Yes, Aeon Nexus performs background checks on all associates prior to employment. Further, each Aeon Nexus associate that is anticipated to provide services to the PDS has passed numerous independent background checks, including most recently, for the Los Angeles Police Department (LAPD) and the State of Washington. Aeon Nexus is willing to have all proposed associates pass PDS background requirements and/or security clearances, including Criminal Justice Information Services (CJIS) compliance testing.

5. Does Proposer's support personnel sign a non-disclosure or confidentiality agreement?

Yes, as a requirement of employment, all Aeon Nexus associates are required to sign non-disclosure agreements (NDAs) and confidentiality agreements. Should Aeon Nexus be awarded because of this solicitation, employees and individual team members will sign any PDS-specific agreements as well.

6. Will Proposer's implementation team have current case management system certifications? Provide verification of those certifications.

Aeon Nexus' implementation team will have Microsoft certifications that speak to their knowledge, experience, and subject matter expertise regarding the configuration capabilities of the underlying Microsoft platform upon

which JusticeNexus is built. Aeon Nexus is proposing that the dedicated implementation team for the PDS be the same team that is currently implementing JusticeNexus for two County Public Defender Services offices of similar size and complexity, Pinal County, AZ and Fresno County, CA.

7. Proposers are to provide experience narratives that describe the specific relevant experience in relation to the work to be performed on this contract.

Led by Mr. Blaine, who brings over twenty (20) years of direct, hands-on implementation experience, Aeon Nexus will employ the same team that is currently implementing JusticeNexus for the Pinal County Public Defense Services office. This team, including Project Manager Lauren Smouse, Business Analyst Nathan Uchytil, and Software Developer Bryan Culver, has hands-on experience performing all aspects of JusticeNexus implementations in the State of Arizona for County Public Defense Services offices including working with County SMEs through Discovery, Migration, and Configure/Build milestones.

Project Plan

1. Outline an implementation plan to include the process for converting existing data with timelines, product training schedule, and training documentation, including but not limited to a description of:
   - Analysis of current PDS practices;
   - Conceptual designs:
   - Business process design, including reports and data queries
   - Configuration of Test Environment;
   - System and User Acceptance: The application must work in a Microsoft Windows 10 network environment (Operational Environment Compliance attached), which requires a Production environment for the use of the application, but also a Development and Test environment, to allow for ongoing modification work and testing of changes. Production would not be required until the internal audit validation of the system immediately prior to go-live.
   - Specific or proprietary hardware that might be required for using the solution should be identified, including options for hosted or a locally hosted solution.
   - Training, ongoing maintenance and support –A description of how the Proposer will support and train users, and which administrative permissions PDS will be provided. Provide detailed information regarding levels of training and how many staff will be trained at each level.
   - Implementation timelines.

The Aeon Nexus team has decades of combined experience implementing enterprise technology solutions for public entities. We draw from a broad set of experiences to recommend and deliver best practices to our clients. We have performed various process leaning and modernization exercises across public and private entity lines of business to increase transparency, throughput, efficiency, and collaboration while securely managing case records, file storage and supporting digital and physical assets. Our solution supports an unlimited number of simultaneous PDS and public users without latency or degradation of service quality.

Overview of the Implementation Methodology

Aeon Nexus employs a proven SSDLC that adheres to an adaptive Agile-Waterfall hybrid delivery methodology, combining the best aspects of both methodologies, including:

- Planning – Identifying and documenting user stories

- Sprints – Developing code, test cases and performing code review

- Deployment – Functional verification
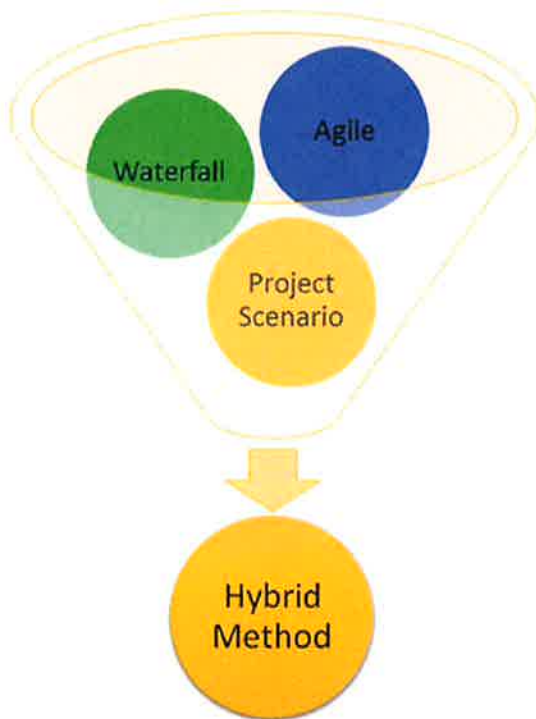
We have adhered to this approach to deliver many successful projects on-time and under budget. This development approach provides the PDS with a faster turnaround regarding development times; it puts working solutions in the hands of PDS staff sooner and involves the PDS more intimately throughout the development phase. Using the concept of a Minimum Viable Product (MVP), the Aeon Nexus team will provide PDS staff with regular updates to share development progress, gather feedback, and ensure that expectations are met throughout the delivery phase of this engagement. Aeon Nexus' hybrid model provides the flexibility of Agile to work quickly and autonomously, while still staying abreast of the end software product level of quality and design to meet PDS expectations and timelines.

Aeon Nexus will assign a Vendor Project Manager (VPM) to work with the PDS' Project Manager throughout the implementation. The VPM will be responsible for gathering and creating detailed requirements, functional and technical specification documentation. The VPM will facilitate and document configuration, customization, testing, training, and Go-Live of JusticeNexus. Aeon Nexus' VPM will host regular status meetings and milestone meetings, at a cadence agreed to by the PDS' Project Manager. The VPM will meet with PDS SMEs using remoting technology to review and document existing business functions and existing information systems. As a Microsoft partner, Aeon Nexus utilizes Microsoft Teams to support remote collaboration, video meetings, chat functionality, and calendar, file, and activity tracking.

During the Project Kickoff and Discovery phases, Aeon Nexus staff will work with PDS IT and SMEs to create a detailed project plan that includes all deliverables as described in this RFP. This detailed project plan will be created and agreed upon by the VPM and the PDS' Project Manager. Aeon Nexus resources will work with PDS IT staff and SMEs to understand and document all necessary functionality, "as-is" workflows and processes in production today, as well as all outputs, including reports and data feeds to external systems. As part of the Discovery phase, Aeon Nexus will deliver functional and technical specification documentation that will include all aspects of deliverables included as part of this implementation.

Project Management

Our team utilizes Microsoft Teams for keeping all project tasks, resources, milestones, documentation, messages, documentation, risks, issue management and costs in one place for both teams to collaborate and work in real-time. Teams is a collaborative, web-based tool that lets both teams know what they must do, when it must be done, and who needs to do it. At project kickoff, the PDS will be granted access to this tool with a quick training on how to manage the project effectively and efficiently with Teams. Teams is accessible via any web-based browser, as a locally installed tool on computers and laptops, and as a mobile app on tablets and smartphones.

Aeon Nexus greatly understands the importance of utilizing a Risk and Issue Management Plan. Our existing issues management process implements a comprehensive process for identifying and documenting issues and problems that may occur during the implementation. It allows for project management to quickly evaluate issues, assess impact, and construct a strategic plan for resolution. Using industry standard software development frameworks, our team leverages Teamwork Projects to assist with the capture of details for each identified issue. This process allows for the entire project team to efficiently view an issue, check its status and identify resources responsible for resolution. Our issues management framework provides our team and our clients with a comprehensive plan to deal with issues quickly and effectively.

The following general procedures will be used to manage active project issues and risks during the project:

- **Identify:** Identify and document project issues (current problems) and risks (potential events that impact the project);

- **Analyze & Prioritize:** Assess the impact and determine the highest priority risks and issues that will be actively managed;

- **Plan & Schedule:** Decide how high-priority risks are to be managed and assign responsibility for risk management and issue resolution;

- **Track & Report:** Monitor and report the status of risks and issues and communicate issue resolutions; and
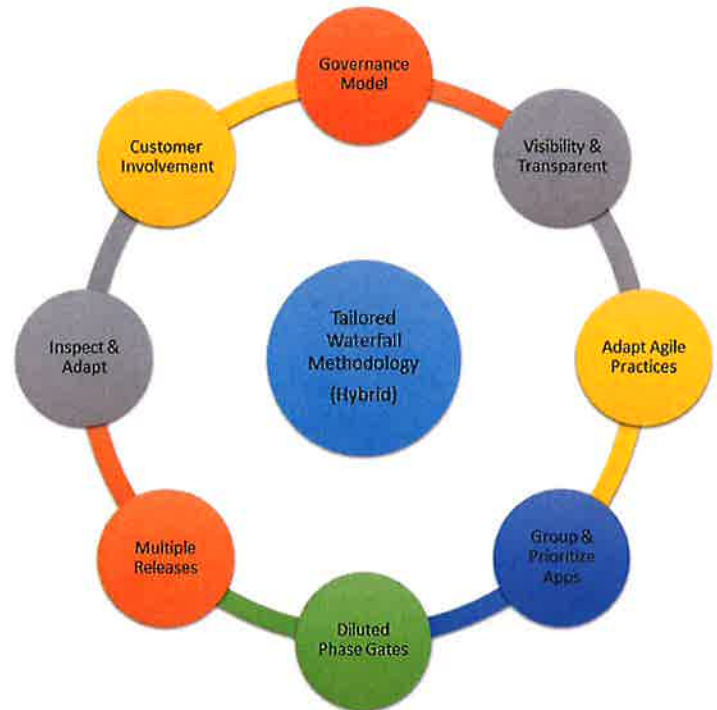
- **Control:** Review the effectiveness of the risk and issue management actions.

Aeon Nexus follows a well-defined internal change management process. The purpose of our change management process is to protect the achievability of the approved project scope. When the original project scope is defined, assumptions and agreements are made as to what the project is going to produce. If deliverables change during the project, the estimates for cost, effort, and duration may no longer be valid. However, if the PDS' project sponsor(s) agrees to include requested changes into the project scope, the cost, effort hours and/or duration should be modified to reflect any additional work. This new cost, effort, or duration now becomes the approved target. During the project, either party may request in writing additions, deletions, or modifications to the services described in the Statement of Work (SOW). Our processes defined in our change management plan identify how change requests are recognized and reconciled, and ultimately, the plan must be rigorously executed. Aeon Nexus will work with the PDS during the Discovery period to execute a mutually agreed upon plan.

Implementation Timeline

Aeon Nexus has included the following high-level milestones, meant to illustrate to the PDS our approach to ensure a timely, efficient implementation. This approach is flexible and can be customized further to reflect the PDS' implementation approach, the actual project start date, the number of resources assigned to this project by the PDS, and PDS resource availability. This plan assumes non-concurrent tasks that can be determined and further refined during the Discovery phase of the implementation.

Task Name	Duration	Start	Finish
Kickoff	5 days	Mon 1/17/22	Fri 1/21/22
Discovery	60 days	Mon 1/24/22	Fri 4/15/22
Configure	15 days	Mon 1/24/22	Fri 2/11/22
Build	75 days	Mon 2/14/22	Fri 5/27/22
Migration	45 days	Mon 5/30/22	Fri 7/29/22
Integration	60 days	Mon 8/1/22	Fri 10/21/22
UAT	45 days	Mon 10/24/22	Fri 12/23/22
Training	18 days	Mon 12/26/22	Wed 1/18/23
Go-Live	3 days	Thu 1/19/23	Mon 1/23/23
Post-Go-Live Support	23 days	Tue 1/24/23	Thu 2/23/23

Phase	Description
Project Kickoff	During kickoff, Aeon Nexus will meet remotely via Microsoft Teams with the PDS team to define project roles and responsibilities, and to agree upon the frequency and type(s) of meetings and project communication. Establishing consistent communication with the proper individuals and teams at Aeon Nexus and the PDS will ensure that timelines and expectations are met. Additionally, our teams will review the SOW to ensure that the scope is clearly defined.
Discovery	During Discovery, the Aeon Nexus team will work with PDS user groups to document the "as-is" processes (workflows), templates, forms, and reports, and document any additional requirements outlined in the SOW. Aeon Nexus resources will meet via Microsoft Teams with PDS SMEs to document requirements, creating detailed technical

and functional specification documentation that will be agreed upon and signed off on by both parties.

These technical and functional specification documents will be used to create a detailed project plan. This phase will require regular interaction with the PDS system end-users and SMEs to ensure all system requirements are captured and documented. Simultaneously, Aeon Nexus' technical team will work with the PDS IT team to establish, configure, test, and deploy the Production, Development and Test environments.

Gaps in functionality will be determined and addressed during this phase, and a plan will be created and agreed upon to mitigate any perceived gaps. As a highly configurable Commercial Off-The-Shelf (COTS) solution being implemented at several Public Defenders' offices of similar size and complexity, Aeon Nexus is confident that any gaps between the PDS' needs and the JusticeNexus base functionality that exists today can be addressed through configuration changes.

Based on the requirements included in this solicitation, Aeon Nexus believes that no customization nor coding will be required to meet the PDS requirements as described herein. Our offering incudes native integration with the Microsoft Office suite of tools offers functionality available in those tools to extend the solution's capabilities to meet PDS requirements. Should the PDS desire functionality that is not attainable through configuration, Aeon Nexus is fully capable of providing customizations of JusticeNexus to meet the PDS' business needs.

Configuration/Build	During the Configuration and Build phases, the Aeon Nexus team will configure JusticeNexus to meet the requirements outlined in the Discovery phase, as defined by the PDS. All forms, templates, workflows, and reports will be created during this milestone.
Migration	The Aeon Nexus team will work with the PDS IT team currently responsible for legacy systems, to capture, validate and migrate the existing legacy data, documents, and other digital assets to the JusticeNexus solution.
User Acceptance Testing (UAT)	During UAT, a group of end users will be selected by the PDS (typically "super users") and will proceed through test scripts to ensure the new solution is operating as required. Any errors or issues are resolved through an iterative process until no errors are documented.
Training	Due to COVID-19 restrictions, training will be conducted remotely via Microsoft Teams by Aeon Nexus Corporation personnel. Training is provided to all PDS end users to ensure that every PDS user is familiar with both Microsoft Dynamics 365 and JusticeNexus. Additionally, we provide System Administrator training to designated PDS staff. Successful training ensures high user adoption.
Go-Live	During this 2-day event, the new system will go live and become the new system of record.

Post-Go-Live Support	During the 30 days following Go-Live, Aeon Nexus staff will support the PDS staff with any system issues while they are getting used to the new system.

To ensure a successful and timely implementation, Aeon Nexus assumes the following PDS resource types will be made available during the appropriate phases of implementation to aid in overall project oversight, documenting requirements, environment setup, and training:

Stakeholders – Aeon Nexus assumes that the PDS' project stakeholders will be available to meet during Project Kickoff, and intermittently throughout the implementation period to attend monthly status calls, or to provide input in the case of unexpected delays or other unforeseen circumstances that threaten milestone dates.

Subject Matter Experts (SMEs) – Aeon Nexus assumes that PDS SMEs who possess an intimate understanding of the current solution(s) in place at PDS will be made available during the Project Kickoff and Discovery phases of our proposed implementation schedule to assist Aeon Nexus in developing detailed functional requirements.

It is also expected that PDS SMEs are available during the User Acceptance Testing (UAT) phase of this implementation to execute test scripts and perform UAT prior to Go-Live.

PDS IT – It is expected that during the Discovery phase, the PDS will provide access to PDS IT resources to assist Aeon Nexus in establishing the GCC environment(s) and user access for our proposed JusticeNexus solution. These PDS resources should have appropriate security permissions to perform such work, and access to decision-makers at the PDS to streamline these tasks.

It is also expected that PDS IT resources with appropriate security permissions are available to interact with Aeon Nexus resources to plan and execute the migration. These parties will work in tandem to capture, cleanse, and validate data, then execute migration(s) from the existing legacy solution(s) currently in place at the PDS to the JusticeNexus solution. It is expected that multiple iterative migrations will be performed prior to the production cutover migration, and that appropriate PDS IT resources are available intermittently throughout this engagement to support these iterations.

Project Manager - It is expected that the PDS' Project Manager and other PDS personnel (as deemed appropriate by the PDS' Project Manager) will be made available to attend regular status meetings regarding the progress of this implementation.

Aeon Nexus has an expectation that all relevant PDS staff will attend the appropriate training session(s) for their role to become familiar with using the JusticeNexus solution prior to Go-Live.

Specifically, Aeon Nexus anticipates requiring access to and involvement from the following PDS resources during the various phases of the implementation as follows:

Phase	Staffing (Number/Type)	Capabilities, Skills, Knowledge	Time/Period

Project Kickoff	1 or more PDS Executive stakeholder(s)	Knowledge of overall PDS project goals and strategy	5 days
	1 PDS Project Manager	Project Management experience	5 days
	1 or more PDS System Administrators	Experience administering the PDS' legacy systems involved in this implementation	5 days
	1 or more PDS business administration users	Knowledge of existing PDS systems, processes, reporting, business roles, etc.	5 days
Discovery	1 or more PDS business administration users	Knowledge of existing PDS systems, processes, reporting, business roles, etc.	Intermittently throughout the Discovery period
	1 or more PDS System Administrators	Experience administering the PDS' systems involved in this implementation	Intermittently throughout the Discovery period
Migration	1 or more PDS System Administrators	Aeon Nexus anticipates the need for intermittent access to PDS System Administrator users with knowledge of existing solutions, preferably with migration experience.	Intermittently throughout the Migration period
	1 or more PDS business administration users	Aeon Nexus anticipate the need for access to one or more PDS business administration users and SMEs that have the deepest understanding at the PDS of fields, processes, and most importantly, intent and expected outcomes.	Intermittently throughout the Migration period
	1 PDS Project Manager	We expect the involvement of the PDS Project Manager to track progress and address hurdles as necessary throughout this phase.	Intermittently throughout the Migration period
User Acceptance Testing	1 or more PDS business administration users	Knowledge of existing PDS systems, processes, reporting, business roles, etc.	45 days
	1 PDS Project Manager	Project Management experience	45 days
Training	PDS end users	All PDS end users expected to utilize the new solution	Intermittently throughout the Training period
	1 PDS Project Manager	Project Management experience	18 days
	1 or more PDS System Administrators	Knowledge of existing PDS legacy solutions, migration experience preferred	Intermittently throughout the Training period

	1 or more PDS business administration users	Knowledge of existing PDS systems, processes, reporting, business roles, etc.	Intermittently throughout the Training period
Go-Live	All PDS users	N/A	3 days of Go-Live

2. Does the Offeror offer unlimited 24/7/365 customer service and technical support through a toll-free phone number at ro additional cost?

Aeon Nexus provides consulting services, migration services, support and other professional services related to our products and the Dynamics 365 environment, as needed by our clients. Should the PDS' business needs change post-implementation, Aeon Nexus is willing and available to contract with the PDS to assist in any further configuration changes necessary to support changing business needs.

Aeon Nexus also extends support to our clients whenever necessary under an optional annual support agreement. Under a support agreement, tickets may be entered by PDS users via email or the web and will be processed based upon an identified priority level by technical support staff at Aeon Nexus. Our technical support staff will escalate tickets to the proper Aeon Nexus staff member for timely resolution.

As part of the implementation deliverable, Aeon Nexus will provide end user support, as well as user administration. To support end users, Aeon Nexus will ask the PDS to name three (or another 'to be agreed upon' number of resources) users to be named in the support agreement who will be granted the ability to submit support requests. These individuals will be trained on the support application and constitute the first line of support for the PDS. Throughout the implementation period and for any period covered under a support agreement, Aeon Nexus will provide telephone and email helpdesk support to the PDS' authorized end users as defined earlier in this paragraph. End user support is defined as questions relating to the usage of JusticeNexus as configured by Aeon Nexus.

During the implementation period, Aeon Nexus will also provide user administration, including the ability to add, delete, or update PDS staff users, including passwords. During implementation, one goal will be to provide knowledge transfer to the PDS team(s) so that they may complete these duties independently after Go-Live.

Support Access

The preferred method of opening a support incident is to enter the problem details through our online support system. Once a support ticket is submitted, a computer-generated message acknowledges receipt of the support ticket. This message will contain the details for the issue as well as the support request tracking number. Whenever the status of the issue changes, a notification will automatically be sent to the individual who issued the ticket. An Aeon Nexus support engineer may telephone and/or email for additional information. However, any critical information will be added to the support ticket. The ticketing system may be accessed 24x7x365 to log incidents and check the status of previously submitted incidents.

Home > Support > **CAS-02663-X9X7T7**

Test issue tracking post-production

Problem **Active – New**

Ticket Number

CAS-02663-X9X7T7

Type

Problem ▾

Priority

Significant ▾

Description

This is an example of a problem report collected via the Aeon Nexus Support Portal.

Timeline   **Add Comment**

✉
about a month ago

Modified on 8/7/2020 3:26 PM

Aeon Nexus ➜ Antara Chowdhury, Isabella De Luise, Kiran Kothamachu, Linda Savona, Luke Thomas, Meghan Barkley, Mohan Sakamuri, Nicole Roberts, Omar Usmani, Tara Duke

A Portal Comment was added to Case - 'Test issue tracking post-production' CRM:0000020003869

Date: 8/7/2020 3:26 PM
Contact: Dennis Blaine

Description: "New comment on another date"

✉
about a month ago

Modified on 8/7/2020 3:26 PM

Aeon Nexus ➜ Aeon Nexus, Dennis Blaine

Portal Comment Added to Case CAS-02663-X9X7T7 CRM:0000020003868

Hello Dennis Blaine,

A portal comment was added to your support ticket:

"New comment on another date"

Monthly Service Level

As our proposed solution is hosted in the Microsoft Azure Government Cloud, we will escalate any issues to Microsoft if the issue is not corrected within the time periods defined in Aeon Nexus's SLA, included as Appendix B. Microsoft's service level is 99.9%. In recent years, Microsoft has reported a service level of 99.994%.

Licensing for the solution is accomplished by purchasing Microsoft Dynamics licenses that have an annual cost and are purchased through an Enterprise Agreement (EA) or through the PDS' Licensed Solution Provider (LSP). Microsoft offers

flexible licensing that includes full Dynamics licenses as well as Team Member licensing. Team Member licenses are broadly intended for secondary users and allow read-only access as well as limited edit capabilities.

Microsoft provides an SLA which will be fixed for the duration of the initial term of the license subscription. If a subscription is renewed, the version of this SLA that is current at the time the renewal term commences will apply throughout the renewal term. Microsoft customers can review the current SLA by visiting:

http://go.microsoft.com/fwlink/?LinkID=196557&clcid=0x409.

3. Can the Offeror assert that it does not outsource customer service support?

Aeon Nexus Corporation has built the JusticeNexus solution using best-in-class government accredited secure and Criminal Justice Information Services (CJIS)-compliant software in a hosted government cloud environment that leverages the power of federal, state, and local government experience, in addition to Department of Defense and military security controls, to ensure true hardened and redundant secure cloud hosting for the PDS.

Staff is US-Based
All Aeon Nexus staff is 100% based in the United States of America, preserving CJIS compliance in the fact that all management, development, support, and training resources are based domestically. Our competitors utilize resources outside of the US, raising concerns regarding the protection of sensitive data and the potential violation of privacy laws and security certifications. No customer service, nor any aspect of interactions with Aeon Nexus are outsourced in any way. All activities are performed by security-cleared US-based citizenry.

No Contractors
All Aeon Nexus staff are W2 salaried, security-cleared full-time employees, authorized to work and paying taxes in the US. By mission and following best practice, Aeon Nexus will never use independent contractors posing as employees. Our competitors use both 1099 independent contractors and subcontractors to perform services that do not guarantee the consistency of the quality of work from project to project.

Our experience is our own
The experience Aeon Nexus uses as references and qualifications is based on the paid work product of Aeon Nexus. Aeon Nexus does not use the qualifications and references of our partners or subcontractors to pursue or obtain work. Some of our competitors depend on the qualifications and references of partners and subcontractors to meet the minimum qualifications of solicitation responses.

CJIS Compliant
Aeon Nexus strictly adheres to security and development best practices for CJIS compliance using the Microsoft Azure Government Community Cloud (GCC) for development and production environments to support JusticeNexus. Only US federal, state, local, and tribal governments and their partners have access to this dedicated environment with operations controlled by screened US citizens. JusticeNexus on Microsoft Dynamics 365 hosted in the GCC has features designed to support customers' CJIS policy requirements for law enforcement agencies. Our competitors either do

not have or do not support CJIS compliance with their own systems and rely on customers to obtain their own CJIS compliance and certification.

4. When is the Offeror able to begin implementation and conversation of data once an agreement is signed?

Based on our current understanding of the PDS' intended timeline, Aeon Nexus anticipates being able to schedule project kickoff within two to three weeks of agreement execution.

Sustainability

Proposer must provide detailed information regarding company's philosophy and/or policies on waste prevention, reduction, recycling and/or reuse of your company's material resources. Place a check mark in each applicable box.

- ✓ Waste prevention/reduction or material recycling/reuse?
- ☐ Alternative energy/fuels (such as solar/wind energy, bio-diesel, alternative fuels, hybrid vehicles) in your program's preparation, transportation, and demonstration?
- ✓ Environmentally preferable materials (such as recycled materials; locally produced/manufactured products)?
- ✓ Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use, minimization of hazardous materials; use of compressed/flexible work schedules)?
- ✓ Other practices which coincide with the County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take bake" practices; preference to firms located within Pima County)?

Oral Presentation

The Procurement Officer will notify finalists of the date, time and location of the oral presentations.

If chosen to provide an oral presentation, Proposer should demonstrate and detail the approach you have provided in your project plan. Demonstration should also illustrate compliance with the responses provided in Attachment 6 General Functional and Performance Requirements.

Any demo or presentation must be recorded during the presentation, and a copy of that recording provided to Pima County within 24 hours after the presentation.

Any exhibits, pictures, diagrams, PowerPoints or other online material used in a presentation must be provided to Pima County in electronic format before the presentation.

County will base points for the oral presentation on the presenter's knowledge, effectiveness of communication, experience with similar contracts, the quality of the responses to questions during the presentation and demonstration of the product.

Aeon Nexus welcomes the opportunity to demonstrate our approach to implementation, as well as the feature rich, configurable JusticeNexus back-office solution and portal. We suggest the PDS define a specific set of use cases to allow Aeon Nexus to model automated processes and

outcomes, document generation, and template-based workflow-triggered notifications.

SIGNATURE: _____ DATE: <u>December 8, 2021</u>

Dennis Blaine, Managing Director
PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER
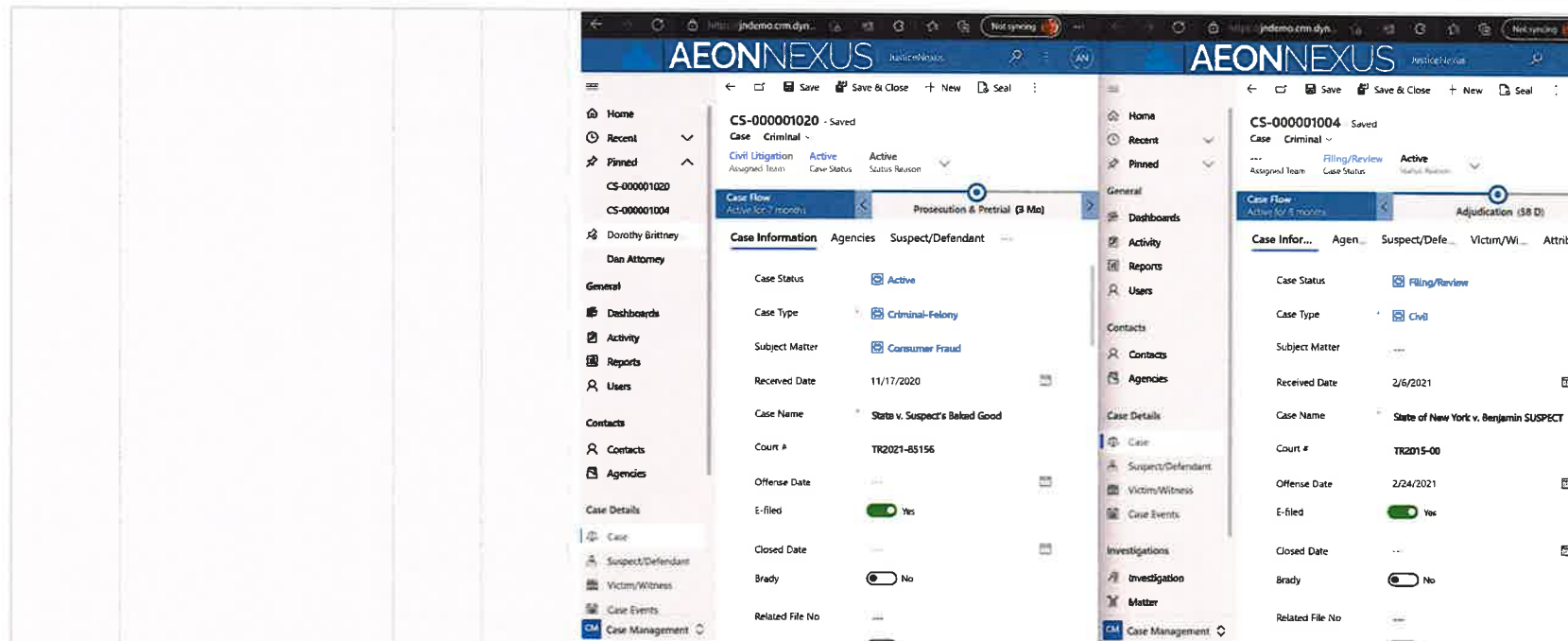
Attachment 6: General Functional and Performance Requirements
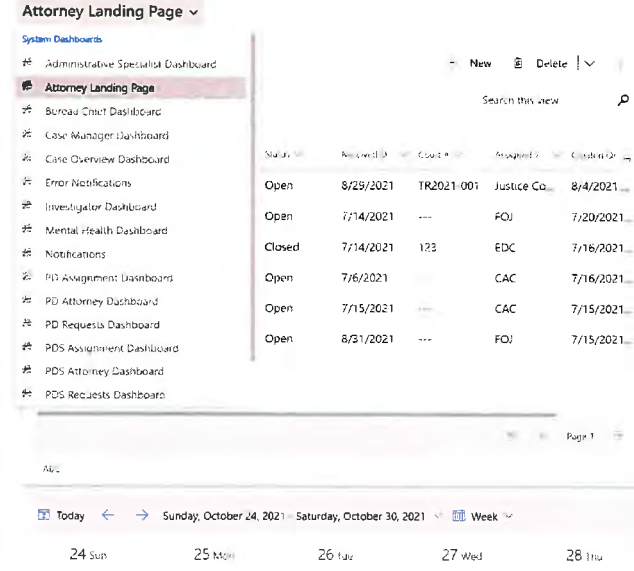
ATTACHMENT 6: GENERAL FUNCTIONAL AND PERFORMANCE REQUIREMENTS

General Functional and Performance Requirements				
#	**Question**	**YES**	**NO**	**COMMENTS**
1.1.1	Vendor will allow the Agency to try out the software solution at no risk for at least thirty (30) days prior to acceptance of software. This may include during an interview/user testing/evaluation period before issuance of an intent to award.	X		Pima County Public Defender Services (PDS) will be able to access a JusticeNexus "sandbox" environment at no cost nor risk for 30 days prior to award. Please note that this may be a base Public Defender' JusticeNexus instance that does not fully include all configuration for PDS including document or email templates, workflows, etc. and may only include some templates and workflows as previously defined by PDS for demonstration purposes. The PDS may also determine to include an "acceptance period" post award and during implementation to ensure all requirements are met.
1.1.2	Vendor will provide a sandbox system to test updates prior to implementation in the production system.	X		As a hosted solution in the Microsoft Government Community Cloud (GCC), the PDS can support as many environments as it cares to, including Test, Development, Staging, Sandbox, Model Office, and Production, etc. without incurring additional hosting nor licensing costs. PDS IT can administer a sandbox environment to test updates prior to release to production. eon Nexus will assist Pima County IT to fully support these environments.

		X		
1.1.3	Users may move between records in two (2) seconds or less.	X		On average, the PDS can expect sub-second response times when accessing records.
1.1.4	Users may move between screens in two (2) seconds or less.	X		On average, the PDS can expect sub-second response times when moving between screens.
1.1.5	Users may look up records in three (3) seconds or less.	X		PDS users can expect queries and searches to provide results in less than three (3) seconds.
1.1.6	Users may have multiple cases open at the same time.	X		As a browser-based solution, JusticeNexus allows users to have multiple cases, contacts, or other records open simultaneously in different browser windows or tabs. Users may split larger screens to compare records side-by-side.
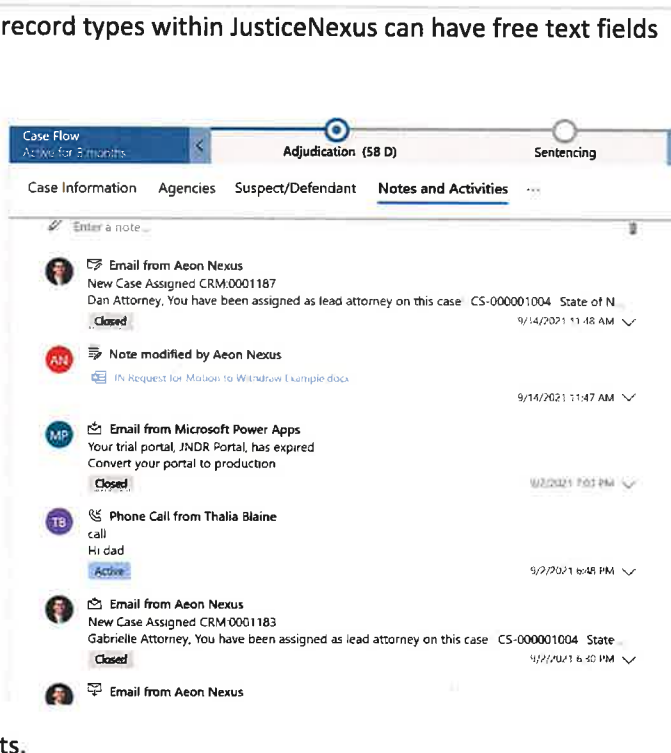
Using optimistic locking, JusticeNexus allows multiple users to edit records simultaneously without data conflict. Through native integration with SharePoint, JusticeNexus also provides the ability for multiple PDS users to edit Word and Excel documents at the same time, reconciling changes and storing both version history and an audit trail of committed changes.

| 1.1.7 | Users are able to create dashboards for their different user types, containing the reports, search tools and new/existing case lists, embedded websites/software programs, time-tracking reports and information that is relevant to each user's role. | X | JusticeNexus includes dashboards to perform constant, real-time, and historical trend analysis across case types, clients, charges, case weight, or any other data point important to the PDS. |

JusticeNexus includes dashboards to perform constant, real-time, and historical trend analysis across case types, clients, charges, case weight, or any other data point important to the PDS.

JusticeNexus provides user-specific dashboards that are displayed upon log-in, allowing City users to see real-time system data related to their daily task lists. Dashboards can be customized by properly permissioned users, and City users can drill through and into dashboards to access underlying records and perform activities. From an oversight standpoint, data can be anonymized and aggregated to provide high-level reporting to City stakeholders.

As a dashboard-based interface, JusticeNexus allows users to drill through dashboards and into the underlying data to access the specific case or entity records that support the dashboard. Users can drill down multiple levels and use a 'breadcrumb trail' to click back through to the intermediate and original dashboards.

1.1.8	The Agency must be able to create screens and define required fields without having to rely on or pay vendor.	X		As a platform-based solution, JusticeNexus is a highly configurable Commercial-Off-the-Shelf (COTS) Solution. Properly permissioned PDS users may create new screens, forms, fields, document and email templates, and an unlimited number of user-defined fields to enhance the solution and to meet future requirements. The PDS does not need to rely on Aeon Nexus to perform these changes, but our assistance is available to the PDS to support knowledge transfer and platform acceptance. Further, Microsoft regularly includes platform-based functional enhancements that are provided to the PDS with the cost of existing licensing. PDS users and administrators may take advantage of new features and functionality in a sandbox environment; Aeon Nexus will provide support to assist PDS administrators in taking advantage of these new tools.
1.1.9	The Agency will be able to update all statutes, fees, etc. whenever new legislation is received without requiring vendor support or incurring additional cost.	X		These are configurable option sets, importable records, etc. that are available to properly permissioned PDS administrations through web-based interfaces. No vendor support nor cost is necessary to support new legislation; changes can be completed through system configuration.

| 1.1.10 | The Agency must be able to create an unlimited number of integrations to other applications or partner agencies through use of an Application Programming Interface (API) or web services. | X | JusticeNexus offers native integration with the entire suite of Microsoft tools including M365 (previously Office 365/O365), Teams, Outlook, Word, Excel, PowerPoint, SharePoint, and OneNote.

JusticeNexus provides a robust set of application programming interfaces (APIs) and support for extensible markup language (XML) web services, Representational State Transfer (REST), Web Description Language (WSDL) and Simple Object Access Protocol (SOAP) that support application integration from very simple relationships to integrations requiring complex business rules and data exchanges. It provides web APIs that implement the Open Data (OData) v4 protocol and support real-world Service Oriented Architecture (SOA). By exposing data and business processes as APIs, it allows other systems to integrate seamlessly.

JusticeNexus supports a full software development kit (SDK) and APIs that can be used to extend and customize the system to meet the specific business requirements of the PDS. These APIs can connect to other technologies including integration between internal and external systems, helping to reduce operational costs and provide fast access to functionality, including the ability to share information electronically with systems external to JusticeNexus. Aeon Nexus can use these integration methods to connect JusticeNexus to any internal or external solution the PDS relies upon.
This extensibility also allows Aeon Nexus to be the first to provide a secure, bi-directional integration between JusticeNexus and the State of Arizona E-Filing Portal to import and export case information.

By exposing data and business processes as APIs, it allows other systems to integrate seamlessly. The platform controls access to data through PDS-defined user security and can support current and future information sharing needs using Global Justice XML and National Information Exchange Model (NIEM) standards. |
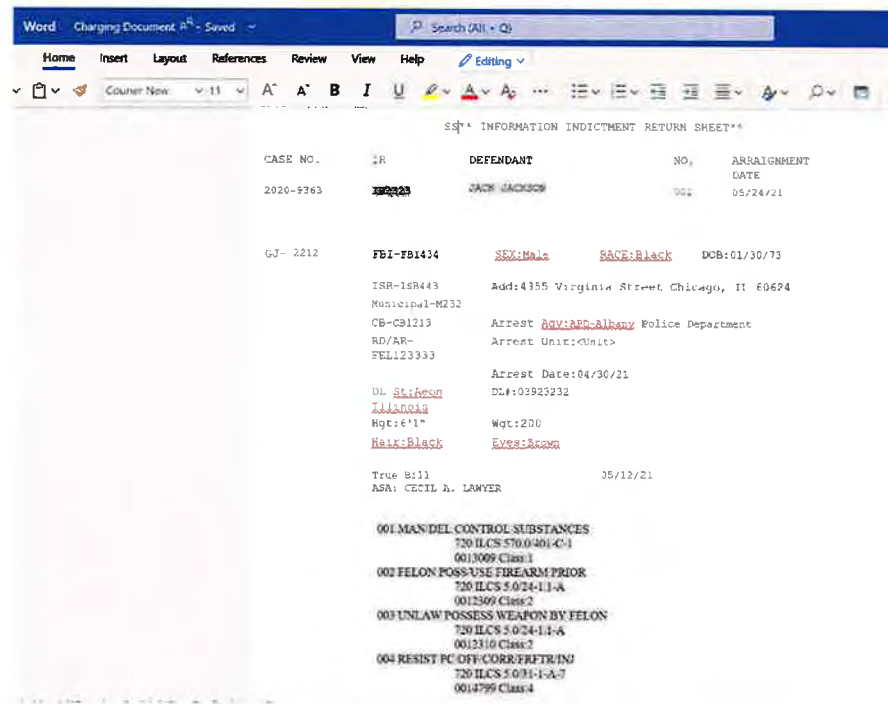
1.1.11	Name record, Case record, and other data entry screens include fields for addition of free text comments or notes. The length of notes field will be unlimited.	X

Cases, Name records, and other record types within JusticeNexus can have free text fields to capture comments or notes.

JusticeNexus also includes a "Notes and Activities" timeline that can be associated to any record type, including Name and Case. This feature includes all related interactions with clients or case participants, including incoming and outgoing phone calls and emails, notes, automated workflow output, Work Requests, tasks, calendar events, etc.

These tools can be strategically exposed within the interface to assist attorneys and other users when processing cases and clients.

JusticeNexus offers the ability to easily generate template-based Microsoft Office documents using either online or locally installed Office tools. Through a combination of PDS-defined business rules, workflow automation and templates, the JusticeNexus solution can be configured to automatically produce any multi-page document that the PDS desires, including conflict letters, subpoenas, motions, batch documents and reports,

1.1.12	The Agency must be able to create new automated documents or change existing ones without vendor assistance. Documents must be able to populate with data elements from the system.	X	

automatically populated with data stored in the JusticeNexus solution, based on PDS-defined triggers.

These documents can automatically be stored in the case's secure SharePoint repository, while ending template-based emails to case parties with links to retrieve copies. In this way, CJIS compliance is maintained, and all access to PDS assets is documented in

JusticeNexus' audit trail. Document generation can be triggered by PDS-defined business rules, including triggers like changes to field values, case status changes or calendar entries, and can include any data stored within the solution, including case numbers, client information, assigned attorney name(s), judicial officers, or any other data. These workflows, and document/email templates are configurable by properly permissioned PDS administrators without cost nor reliance on vendor.

1.1.13	Comments and notes fields have spell-check capability.	X	As a web-based solution, spellcheck, control-find and other standard features are available from the operating system, from the browser itself, or through plugins such as Grammarly. Suspect has a history of prior violent behavior and has ha history Directly Filed by Add to dictionary Completed Search the web for "histury"
1.1.14	Users are able to navigate with a navigation bar or shortcut system.	X	As a Microsoft platform-based solution, JusticeNexus relies on the familiar Microsoft screen paradigm. Users will find familiar navigation concepts, iconography, and placement across the JusticeNexus system. JusticeNexus is compliant with Section 508 of the Americans with Disabilities Act (ADA), Web Content Accessibility Guidelines (WCAG) 2.0 level AA, and EN 301 549 accessibility standards. PDS users may navigate using both static and dynamic navigation bars that display different possible actions based on the content of the record currently in focus. The solution also supports over 95 documented keyboard shortcuts that are natively supported by the operating system and by browsers. JusticeNexus includes a navigation bar on the left called the Site Map, that can display labels as well as just icons to save screen space. The Site Map includes quick links to easily access dashboards, recently viewed items, and pinned items: items that the user has 'pinned' to the top of their interface for easy retrieval. Users can easily access the 'Recent' navigation menu item to find a list of links to recently viewed items, including cases, events, activities, dashboards, contacts, or any other record type in the system. Aeon Nexus will configure the Site Map to display the specific record types the PDS desires.
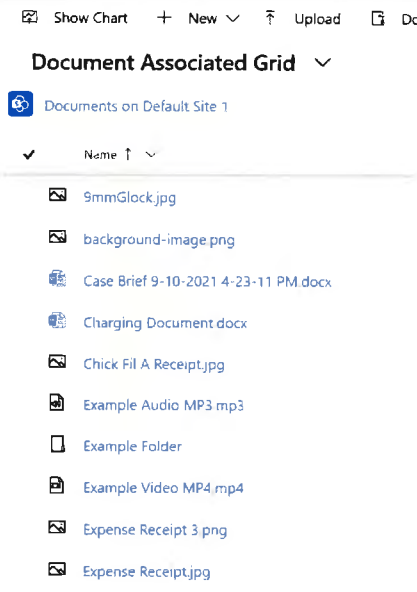
1.1.15	The Agency is able to create new business rules or change existing ones without requiring vendor assistance or additional expense.	X	JusticeNexus has a very powerful built-in workflow and rules engine that enables automation of business processes with minimal to no code, using complex PDS-defined logic and business rules. A workflow can be created to address case assignment; for example, once case intake is complete, the case can then be automatically routed to the designated team or individual based on case parameters. Case assignments and activities can be easily communicated to PDS end users, teams, or distribution lists via template-based tickler emails, etc.

Once a case completes intake in JusticeNexus, a series of automated workflows can begin. Workflows may address things as simple as case assignment (for example, once a case intake is complete and the case has been identified as "drug-related", the case can automatically be routed to the attorney team responsible for drug-related offenses) or as complex as notifying all case attorneys when a case is flagged as a "Brady Officer" case (full case conflict management is part of JusticeNexus, ensuring that all statutory requirements are met through system automation).

JusticeNexus will perform field validation on any data entered, regardless of intake channel, and any data stored within our proposed solution can be included in queries and reports.

Cases, tasks, appointments, and other events can be assigned to an individual or PDS team previously defined within the solution. Using Office 365 Groups integration, PDS users can create optional AD-based teams to collaborate on specific cases. These teams can be automatically granted certain permissions to access or manipulate case-related data and documents, share a team calendar related to the case, and communicate notes and information using a group conversation that is available from both JusticeNexus and from within Microsoft Teams.

Our proposed solution contains a robust workflow solution to define and ensure adherence to business rules. Workflows can be simple, complex, or nested and can be run manually or automatically when a set of criteria is met or not met, or a PDS-defined trigger is activated. |

Properly permissioned PDS users can specify multiple triggers to initiate a workflow, such as:
- Changes to values in the case record,
- Field updates,
- Specific value(s) saved to specific field(s),
- Preset conditions, or
- Dynamic conditions.

PDS users can configure triggers and workflows to be multi-pronged and based on data combinations, activities, or external data. Properly permissioned PDS users can modify, add, and delete workflows as business needs change.

1.1.16	Vendor must include all upgrades (both major and minor versions); service releases (patches), and updated system documentation at no additional cost as part of annual support contract.	X	Microsoft delivers two major release waves with new capabilities and functions every year, centered around the months of April and October. These updates are backward compatible, so apps like JusticeNexus and configurations that rely on the Dynamics 365 framework will continue to work post-update. In addition to the two major updates, Microsoft continually deploys regular performance and reliability improvement updates throughout the year.

Microsoft Dynamics, the framework upon which JusticeNexus is built was first deployed by Microsoft in 2003. Since then, the platform has experienced seven major upgrades. Microsoft pushes smaller updates every two months, releases two major updates annually, usually in April and October. Specific features, functions and modules that have been added to the system include Visualizations, Dashboards, Document Management, Grid Filters, Dialogs, Recurring Appointments, Custom Activities, Goal Management, Fetch based Reports, and Mail Application Programming Interface (MAPI) based Outlook clients, etc.

Microsoft provides a history of Azure product updates, a roadmap, and announcements, here: https://azure.microsoft.com/en-us/updates/.

While Microsoft delivers enhancements to the underlying Dynamics 365 framework, the JusticeNexus solution will continue to function as Microsoft updates are backwards compatible. While the PDS will be required to accept updates to the underlying Dynamics 365 framework in their production environment after the current Microsoft support release period ends, these updates will have no effect on existing functionality and the PDS can continue to utilize JusticeNexus as it had before the update.

Microsoft includes release notes that describe new functionality that is to be delivered to the framework through these updates. The PDS can choose to leverage this new functionality through configuration or by contracting with an entity like Aeon Nexus to augment the PDS' JusticeNexus solution and take advantage of newly released functions available in Azure. |
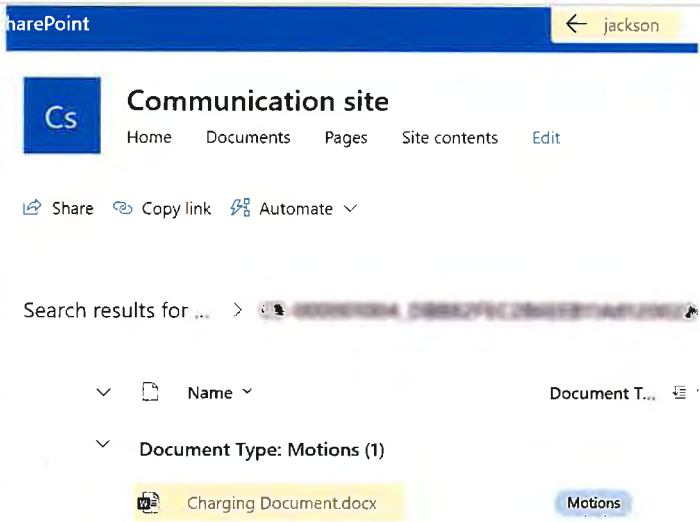
1.1.17	The Agency must have ability to remove or disable unused fields from the user interface.	X		PDS administrators may disable, delete, or make fields not visible as they so desire.
1.1.18	An Agency administrator may easily make modifications or additions to drop-down menus.	X		PDS administrators may easily make changes to drop-down menus and option sets.
1.1.19	The software is able to track office and public defender-defined court information, including, but not limited to: court location, docket number, judge name, court notes, all attorneys involved, attorney date assignment, victims and calendaring.	X		As a highly configurable COTS solution, JusticeNexus can track PDS-defined fields including court information, including, but not limited to court location, docket number, judge name, court notes, all attorneys involved, attorney date assignment, victims, and calendaring. Aeon Nexus will work with the PDS to define specific fields and screen layouts and will then configure JusticeNexus to meet these requirements.
1.1.20	The system provides comprehensive audit reports detailing data that have been edited, deleted, viewed and	X		All changes made to any field, record or document are recorded for full audit ability. Microsoft offers web-based controls for the PDS to manage and audit its Azure tenant. Access to Azure resources is controlled using Role-based Access Control (RBAC) administered through the Azure portal. As a Microsoft GCC-hosted solution, JusticeNexus meets or exceeds all PDS, state, and federal requirements for security and confidentiality.

added by system users. This includes the record, date, time and login of the individual modifying the record.			

1.1.21	The software allows for any file type to be linked and opened from the "electronic" case file, including but not limited to documents, images, audio, video, and email correspondence.	X	

☒ Show Chart + New ⌄ ⬆ Upload 🗔 Dc

Document Associated Grid ⌄

🔵 Documents on Default Site 1

✓ Name ↑ ⌄

🖼 9mmGlock.jpg

🖼 background-image.png

📄 Case Brief 9-10-2021 4-23-11 PM.docx

📄 Charging Document.docx

🖼 Chick Fil A Receipt.jpg

🔊 Example Audio MP3.mp3

📁 Example Folder

📹 Example Video MP4.mp4

🖼 Expense Receipt 3.png

🖼 Expense Receipt.jpg

JusticeNexus leverages native integration with Microsoft SharePoint to offer secure in-built document and digital asset administration and storage. Each case in JusticeNexus is provided with a secure SharePoint repository to store documents and assets associated with each case.

JusticeNexus integrates with Microsoft SharePoint to provide document and digital asset generation, management, and retention capabilities. Native integration with SharePoint provides a securitized repository for each case, capable of storing an unlimited number of files related to each case. SharePoint can store any type of file including photos, .docx, .mp4, .mov and .wav video and audio files; each individual file has a 15 gigabyte (GB) file size limitation. These document repositories can be exposed externally via the JusticeNexus portal to support compliant discovery processes and information sharing with clients, outside counsel, expert witnesses, and other parties external to the PDS.

SharePoint is integrated directly in the JusticeNexus interface to provide:

- Document upload and download capabilities including drag-and-drop, audio, video, document, and photographic asset storage,
- Document creation using online or locally installed Microsoft Office tools,
- Document editing including 'Check In/Check Out" and auto-reconciliation of changes allowing
multiple PDS users to edit the same document simultaneously,
- Sharing editable or read-only documents with internal and external users,
- Classification and typing of documents and other digital assets (e.g., COMPLAINT, BRIEF, CONFLICT LETTER, EVIDENCE, DISCOVERY, MOTION, etc.),
- Version control tracks all changes to each file and allows properly permissioned users to

view previous versions of files, delete them, or restore them to become the active version,
- Metadata is stored and displayed including access permissions, file statistics including number of views per week, activity, modified date, size, type, etc.,
- Recordings of Microsoft Teams meetings can automatically be stored with each respective case,
- With SharePoint, properly permissioned users can search for documents by name, and can search for words within the contents of a document, and
- The PDS can create retention policies and configure specific documents to adhere to those policies, including the ability to define specific retention per document type.

1.1.22	The system allows only one user to make entries and edits into a case or documents at a time, while allowing other users to view the case.	X	Multiple PDS users can edit and view cases and name records simultaneously. Using optimistic logging, JusticeNexus supports the ability for users to perform updates to records while maintaining data integrity.
1.1.23	Files such as PDFs, image files, audio files, and video files may be stored in the system and linked to case records. These files may be organized into separate directories.	X	(see screenshot below) JusticeNexus includes a dedicated, secure SharePoint repository associated with each case record. SharePoint supports any type of file, and PDS users can store an unlimited number of files associated with each case. Each file can have file size of up to 15 Gigabytes (GB). Files may be secured to provide Create, Read-only, Update or Delete access per user or role. These repositories support document typing, which can be used to drive retention schedules or other activities. Files can be stored in a directory structure; a default directory structure can be created for each case record upon initiation.

Screenshot content (row 1.1.23):

	Name ∨	Document Type ∨
	Example Folder	
	Hearing - Teams Recording	
	background-image.png	
		Count 0
∨	Document Type : Correspondence (1)	
	New word doc.docx	Correspondence
		Count 1
∨	Document Type : Discovery (1)	
	Sworn-Statement-J Affiant.pdf	Discovery
		Count 16

1.1.24	All files may be indexed and searched. For example a user is able to find files by document type or by searching for specifc file content. When searching for specific file content the system must perform Optical Character Recognition (OCR) on all file types such as PDF, JPEG, TIFF, PNG, GIF, etc.)	X	

JusticeNexus includes an Advanced Find feature that allows users to create queries, save them, and share them as views with other PDS users to increase cross-team collaboration. Users can easily create complex reports and queries to be printed, exported, or shared with others using the JusticeNexus Advanced Find feature. Advanced Find allows properly permissioned PDS users to create queries that can be run, saved, and shared as Views with other users for cross-team collaboration. This tool allows users to execute ad hoc queries against the database and return the applicable columns in a grid format. Related entities may also be included in queries as well as AND / OR clauses. The results are exportable to Microsoft Excel, CSV, and PDF for additional analysis, as needed. Users can utilize Advanced Find to create views of data that meet certain criteria and save those views for personal use and to share with others, without writing nor understanding SQL.

JusticeNexus also provides a configurable Global Search function. Global Search is an easy-to-use categorized or relevance search feature that can be used to search for any data in JusticeNexus, regardless of record type. This search capability supports wildcard searches, full or partial searches, fuzzy logic, and searches by any parameter. Users can filter results based on record type.

Aeon Nexus may recommend third-party partner toolsets to enhance features and functionality such as Aquaforest for OCR scanning, a trusted Microsoft partner. The Aquaforest toolset allows previously "flattened" digital asset content to be indexed and searchable. Using Aquaforest, documents can be scanned, and Optical Character

Recognition (OCR) technology can be used to enter document data directly into fields in the case record in JusticeNexus, eliminating data entry.

| 1.1.25 | The application may be accessed remotely. | X | As a web-based tool, JusticeNexus can be access from any web-based tool, including laptops, desktops, tablets, and smartphones, without a VPN connection.

As a hosted solution, there is no need for the PDS to obtain, maintain and administer server hardware to utilize JusticeNexus, beyond what is necessary to provide internet access to PDS users. Our solution is entirely web-based, using responsively designed web pages to support a completely operating system and browser-agnostic solution. Desktops and laptop computer users can access the solution using a web browser. Available browser versions are dictated by computer operating systems compatibility.

The Microsoft Power Platform web application can run in any of the following web browsers running on the specified operating systems:
- Microsoft Edge
- Mozilla Firefox (latest publicly released version) running on Windows 10, Windows 8.1, Windows 8, or Windows 7
- Google Chrome
---Google Chrome (latest publicly released version) running on Windows 10, Windows 8.1, Windows 8, Windows 7, and Android 10 tablet
---Google Chrome (latest publicly released version) running on macOS
- Apple Safari (latest publicly released version) running on macOS or Apple iPad

Mobile devices including tablets and smartphones can take advantage of Microsoft's native
Power Platform mobile apps or can use a mobile web browser to access the solution. JusticeNexus offers native mobile platform-specific apps for use on mobile devices. The following apps are available for accessing JusticeNexus on a mobile device, such as a tablet or smartphone:
- Microsoft Dynamics 365 for iPad and iPhone |

		- Microsoft Dynamics 365 for Android tablet and smartphone
		- Microsoft Dynamics 365 for Windows tablet and smartphone

1.1.26	The software allows for hyperlinks to be inserted in notes.	X	JusticeNexus will render hyperlinks as clickable when inserted in notes. Timeline 🔍 Search timeline ✏️ Enter a note.. **Filter by** ▽ ✕ (AN) 📝 **Note modified by Aeon Nexus** http://www.instagram.com http://www.instagram.com Record type ⌃

Person and Case Information

1.2.1	The system accommodates single name/party record entry in a fully relational table (i.e., a name/party is entered only once and can then be linked with information anywhere else in the application). This should also include system users and vendors (expert witnesses, interpreters, etc.).	X	JusticeNexus relies on a normalized SQL database schema and stores name/party records one time. The goal of JusticeNexus is to provide the PDS with a single "360-degree" view of any case in the system, including all contacts, non-person entities and parties to the case, documentation and files, in a single, secure, easy to use centralized system of record. JusticeNexus manages matters from a 360-degree view of the case record to include all related parties, matters and metadata, including related cases. This includes the ability to search for related records, type of legal work, police reports, tracking the attorneys and other workers on the case like law enforcement, witnesses, judges, courts, and opposing counsel, as well as issues, documents and other digital assets associated with each case. From within the case record, any associated records are linked to the case and available to properly permissioned PDS users as defined in a robust role-based security model, configurable by PDS system administrators. For example, from a person's contact record, a properly permissioned PDS user may access related cases and the role this person played in each case (suspect, victim, witness, defendant, co-defendant, affiant, etc.). As with any record in the system, if the user has proper permissions, they may "drill through" to access underlying data.

				JusticeNexus includes a Contact entity that supports individual records for people, groups, and businesses.
1.2.2	The software provides a name table that contains ALL names entered and accommodates the names of people, businesses, and groups.	X		
1.2.3	The system is able to track an unlimited number of addresses, phone numbers, and e- mails for any name.	X		JusticeNexus support the collection, storage and display of unlimited addresses, phone numbers, and email addresses for each name record, including history.
1.2.4	The system is able to track the dates any contact information is changed.	X		JusticeNexus included a robust, secure audit trail available to system administrators. This audit trail include records for each time data is changes anywhere in the system. The audit trail includes who made the change, the name of the field, the date and time of the change, and he "before" and "after" values.

1.2.5	The system is able to track an unlimited number of relationships between name records (including multiple aliases/AKAs, spouse, ex-spouse, child, friend, brother, sister, business associate, acquaintance, birth parent, etc.).	X		JusticeNexus includes the capability to track and maintain an unlimited number of relationships between name records.
1.2.6	End users may configure the relationship-type options available for users to select.	X		Properly permissioned PDS users may configure the relationship-type options available for users to select in JusticeNexus through a simple to use point-and-click interface.

JusticeNexus provides configurable data duplication detection. PDS system administrators may configure JusticeNexus to alert users when they try to save specific fields, or even specific sets of concatenated fields, beginning with a certain number of similar characters, or if names match in full.

Users are prompted and notified of potential duplication; they can merge records or save each record, then merge duplicate records after they have already been committed. This feature can be secured and available only to system administrators or configured to allow only those users PDS desires.

1.2.7	The system provides duplicate name detection tools to prevent duplicate name records. Administrators have the capability to merge duplicate names. The business rules for name matching criteria are to be determined, but are likely to include Last Name, First Initial and SSN or DOB match, or SSN match.	X

Primary Address

Address Name

1527 e mano ✕

Street

🔵 1527 e Manor Rd
Staten Island, New York 10314, United States

City

🔵 1527 E Manor Rd
Hudson, New York 12534, United States

County

🔵 1527 E Manoa Rd
Havertown, Pennsylvania 19083, United States

State

🔵 1527 East Manor Rd
Manorville, New York 11949, United States

ZIP Code

🔵 1527 e Lehigh Manor
Easton, Pennsylvania 18042, United States

Address Type   ---

Business Phone   (__)__-___

Country   ---

1.2.8	The system auto-populates city and state when user enters a zip code.	X	JusticeNexus auto-populates entire addresses using United States Postal Service (USPS) address information. Users need only begin typing and JusticeNexus will auto-suggest addresses from the USPS directory. As users type more characters, these addresses become more focused and fewer in number.

Once a user chooses an address from the suggestions, all address fields auto-populate, as does a feature-rich Microsoft Bing Maps plug-in that allows the PDS user to interact with the address information in multiple ways including Street View, Birds Eye View, directions, etc.

1.2.9	The system provides for multiple identifiers such as Driver's License or Criminal Identification and Information number (CII) to be attached to a person.	X		SSN# _ _ _ _ Juvenile# ---- Driving License# ---- State ID ---- FBI# ---- DL Type/Class ---- Brady No Conflicts No DR NO ---- ODTS Number ---- Officer Badge Number ---- PCSO Number ---- Misc Number ----	JusticeNexus includes the ability to track an unlimited number of unique identifiers attached to each person that can be configured to watch for data duplication.
1.2.10	The system enables search of key information related to a case or person.	X		All fields stored in JusticeNexus are available for searching or to be included in reports, queues, etc. Fields to be included in searches are configurable by PDS system administrators.	
1.2.11	The search capability provides for use of "wild card" to use partial names, ID numbers, agency report numbers and date ranges.	X		JusticeNexus supports wildcard searches, and users can further refine search results using filters.	
1.2.12	The search capability		X	Out of the box, JusticeNexus does not support Boolean searches; however, Aeon Nexus can provide custom coding to support Boolean searches.	
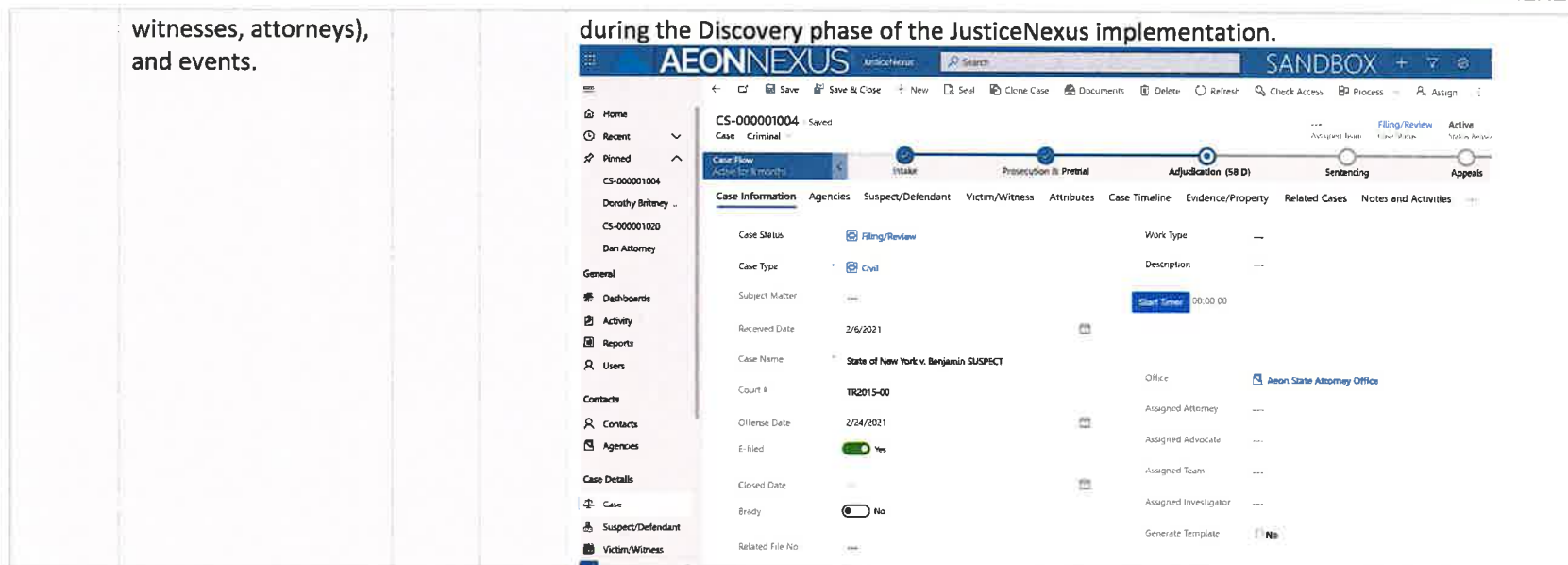
	provides for Boolean query searches.		
1.2.13	The search capability provides for meta tag searches.	X	Metatags can be included in searches.
1.2.14	The search capability allows for searches across multiple common file types.	X	JusticeNexus offers a configurable Global Search that searches across multiple common file types. JusticeNexus also includes an Advanced Find feature that allows users to create queries, save them, and share them as views with other PDS users to increase cross-team collaboration. Users can easily create complex reports and queries to be printed, exported, or shared with others using the JusticeNexus Advanced Find feature. Advanced Find allows properly permissioned PDS users to create queries that can be run, saved, and shared as views with other users for cross-team collaboration. This tool allows users to execute ad hoc queries against the database and return the applicable columns in a grid format. Related entities may also be included in queries as well as AND / OR clauses. The results are exportable to Microsoft Excel, comma separated valued (CSV) and portable document format (PDF) for additional analysis, as needed. Users can utilize Advanced Find to create views of data that meet certain criteria and save those views for personal use and to share with others.

← Search results

Top results   Cases (64)   Victim Witnesses (126)   Defendants (62)

Showing 20 of 252 results for CS- in JusticeNexus Did you find what you were looking for? Yes   No

Cases

Case #	Agency #	Court #	Case Name
📑 CS-000001012	2221	TR2015-00427	
📑 CS-000001009	3321	TR2015-04444	Example Case
📑 CS-000001008	7896	TR2015-00425	
📑 CS-000001073	6666251		State of New York v. Benjamin
📑 CS-000001078			State of New York v. Benjamin
📑 CS-000001015	5197	TR2021-85119	State v. Benjamin Suspect
📑 CS-000001095	66666325A8		State of New York v. Benjamin

1.2.15	Case progress notes may be added to case records.	X	JusticeNexus includes a Notes and Activities timeline of all events, phone calls, emails, work requests, etc. that displays information chronologically. This list can be filtered by activity type, etc.
1.2.16	Partial or entire case information may be copied into a new or existing case.	X	JusticeNexus includes a configurable clone feature that allows properly permissioned PDS users to copy partial or entire case information from one case to another. 📋 Clone Case 📄 Documents 🗑 Delete ↻ Refresh 🔍 Check Access --- Assiç Prosecution & Pretrial ———— Adjudication (58 D) :tim/Witness Attributes Case Timeline Evidence/Property Related C
1.2.17	The search capability provides for variant name search, enabling name searches of names that sound	X	As part of regular updates to the solution, Aeon Nexus is adding SoundEx search capabilities to JusticeNexus that will be delivered to PDS as part of this implementation.

	alike and display results by decreasing likelihood of a match.		
1.2.18	When a case-involved name is changed on a case, the change cascades throughout the entire case.	X	When name records are changed, those changes cascade throughout the JusticeNexus solution.
1.2.19	Deletion of names or case information requires a confirmation of the deletion operation prior to allowing the delete and is restricted to users with roles that would allow for this.	X	Delete functions can be secured based on user role and only granted to specific PDS user roles. Specific warning messages can be crafted by PDS and appropriately surfaced from within JusticeNexus, warning PDS users when they are about to delete a record.
1.2.20	Users may link to a case an unlimited number of related cases, numbers (e.g., law enforcement numbers, case numbers), case-involved individuals (e.g., defendants,	X	JusticeNexus includes configurable functionality to relate cases manually or automatically, based on PDS-specific business rules, to be determined, documented, and agreed upon

witnesses, attorneys), and events.

during the Discovery phase of the JusticeNexus implementation.

1.2.21	The software allows users to view all participants to a case on one screen. For instance, a case inquiry identifies the defendant(s), victim(s), witnesses, reporting parties, parent/guardian of juvenile, and any related cases. Users should be able to hyperlink directly from the list to the referenced case or name record	X	Case Participants Party --- Party Type --- **Add Participant** ✓ Party ∨ Party Type ∨ Benjamin Suspect — Suspect Dorothy Brittney Connection — Suspect Hannah Victim — Victim MaryLou Smith — Victim David Blaine — Witness All case participants are visible from a single case screen. JusticeNexus includes robust demographic information for contacts, including persons and non-person entities. Each record is linked, so users can easily click to move from a case to a contact, or vice versa, leveraging a 360-degree view of all related records and information. Because forms and fields can be configured for specific roles, users and teams can have a custom view of data from within the same solution. PDS users may access underlying records via hyperlink to each case participant, and vice versa, may hyperlink to cases and other records from a person record. Leveraging JusticeNexus' 360-degree view, PDS users can simply click from a case to navigate to a contact record and determine what other cases this contact is involved in, and the role(s) they play in each case.
1.2.22	The system is able to categorize a case with multiple identifiers for reporting purposes (e.g., DUI, Domestic Violence, Drug Court, and Capital Punishment).	X	Aeon Nexus will configure and deliver JusticeNexus to meet these specific requirements as defined by PDS during the Discovery phase of implementation.

| 1.2.23 | The software provides for tracking of all relevant event information; charges and charge information; law enforcement, victims, witnesses, and other case-involved persons; sentencing information (including sentence credit and suspended time); court conditions; notes; and other case information. | X | | All fields in item 1.2.26 are included in JusticeNexus. As a highly configurable COTS solution, virtually any field can be created, exposed, and used within JusticeNexus to drive logic, workflows, and automation, and can be included in reporting. |

JusticeNexus has a very powerful built-in workflow and rules engine that enables automation of business processes with minimal to no code, using complex PDS -defined logic and business rules. A workflow can be created to address case assignment; for example, once case intake is complete, the case can then be automatically routed to the designated team or individual based on case parameters. Case assignments and activities

| 1.2.24 | The system allows for cases to be assigned and reassigned to individuals and teams/divisions, individually and in bulk. | X |

can be easily communicated to PDS end users, teams, or distribution lists via template-based tickler emails, etc.
Cases can be assigned through automation, individually, or in bulk.

Once a case completes intake in JusticeNexus, a series of automated workflows can begin. Workflows may address things as simple as case assignment (for example, once a case intake is complete and the case has been identified as "drug-related", the case can

automatically be routed to the attorney team responsible for drug-related offenses) or as complex as notifying all case attorneys when a case is flagged as a "Brady Officer" case (full case conflict management is part of JusticeNexus, ensuring that all statutory requirements are met through system automation). JusticeNexus will perform field validation on any data entered, regardless of intake channel, and any data stored within our proposed solution can be included in queries and reports.

Cases, tasks, appointments, and other events can be assigned to an individual or PDS team previously defined within the solution. Using Office 365 Groups integration, properly permissioned PDS users can even create optional AD-based teams to collaborate on specific cases. These teams can be automatically granted certain permissions to access or manipulate case-related data and documents, share a team calendar related to the case, and communicate notes and information using a group conversation that is available from both JusticeNexus and from within Microsoft Teams.

1.2.25	Users may view all cases linked to a name, and from this view go directly to a specific case.	X		JusticeNexus includes a 360-degree view of Name records, allowing properly permissioned PDS users the ability to view all associated cases from a single name record, and hyperlink

to those case records either in the same browser window, or in a new browser tab/window.

Benjamin Suspect - Saved
Contact · Contact ⌄

General   Other Addresses   **Suspect/Defendant**   Victim/Witness   Connections   Conflict:

Recent Cases

✓ ⁞ Party ⌄	Case # ⌄	Charged ⌄	Arrest Date ⌄
Benjamin Suspect	CS-000001034	Yes	3/11/2021
Benjamin Suspect	CS-000001040	Yes	3/11/2021
Benjamin Suspect	CS-000001098	Yes	3/11/2021
Benjamin Suspect	CS-000001095	Yes	3/11/2021

Name searches provide access to all associated records across the JusticeNexus solution.

1.2.26	A name inquiry identifies, at a minimum: *All aliases and cases *the person's relationship to each case (e.g., defendant, victim, witness, or parent/guardian or juvenile) * Any associated charge.	X

1.2.27	The software provides for tracking progress, compliance, and completion on referrals for services and programs including counseling, treatment, education, and employment and allow for the auto-creation of Agency defined documents, reports, events, and notification based off progress, compliance, and referral statuses.	X	JusticeNexus includes capabilities to track enrollment, progress, compliance, and completion of diversion programs and referrals for services as described in item 1.2.34. PDS can automatically create Agency-defined documents, reports, events, and notifications based on client progress, compliance, and referral status. **Benjamin Suspect** · Saved Defendant Criminal General Party Details Charges **Diversion/Probation Programs** Events/Requests Related Anger Management (Non-Domestic Violence) Diversion — No Prostitution Diversion — No Cognitive Skills (Decision Making) Diversion — No Shoplifting and Theft Diversion — Yes Domestic Violence Diversion — No Solicitation Diversion — No Drug Diversion — Yes Underage Drinking and Alcohol Possession Diversion — No Mental Health Diversion — No Diversion Program Enrollment Defendant / Diversion Program / Start Date / End Date / Name / Diversion Out Benjamin Suspect — Drug Diversion Prog — 5/14/2021 — 7/1/2021 — DIVE-Benjamin Suspect-Drug Diversion Program-5/1 — In Progress Benjamin Suspect — Theft Diversion Prog — 1/31/2019 — 5/2/2019 — DIVE-Benjamin Suspect-Theft Diversion Program-5/1 — Completed
1.2.28	The software includes the Arizona Revised Statutes Basic Charging text and codes.	X	As part of implementation, Aeon Nexus will configure JusticeNexus to include and use the Arizona Revised Statues Basic Charging text and codes.

1.2.29	The software provides for tracking special allegations and sentence enhancements. Allegations and enhancements are attributes that could be tied to a particular charge in the case.	X		JusticeNexus includes the ability to track special allegations, charge modifiers (e.g., in possession of a weapon, repeat offender, within school zone, etc.), and sentence enhancements, as defined by PDS.
1.2.30	The software is able to reopen previously closed cases retaining previous case closure and current reopening information	X		Properly permissioned PDS users may reopen a previously closed case, retaining previous case closure and current reopening information. All activities are recorded in a secure audit trail and all data and information pertaining to cases is retained within JusticeNexus, regardless of case status.

In the right cell of row 1.2.29, a form interface is shown:

Primary Requested Charge — Yes

Offense Date — 3/5/2021

Charge Modifier — Look for Charge Modifier

Charge Modifiers

Filed

- In possession of a weapon
- Repeat Offender
- Within school zone

+ New Charge Modifier   Advanced lookup

				JusticeNexus supports PDS' requirement to assign role-based privileges relative to sealing and sealed information, designating users who can seal entire cases as well as specific items, who can see those sealed items without being able to access them, those who cannot see sealed items, and users that can unseal items.
1.2.31	The software allows the administrator to assign privileges relative to sealing and sealed information, designating users who can seal entire cases as well as specific items (e.g., certain documents, events, and charges), users who can see that sealed items exist without being able to access them, users who cannot see that sealed items exist, and users who can "unseal" sealed items	X		Access to Azure resources is controlled using Role-based Access Control (RBAC) administered through the Azure portal by system administrators. Specific user access to JusticeNexus relies on a configurable, role-based security matrix and configured business rules. This role-based security matrix utilizes user and group-level roles defined by the PDS to control document and data access, capable of affording the PDS very granular levels of security, from forms access to field-level and document-level access. Further, the system can be configured to allow certain securitized users Update, Create and Delete access, while limiting other users to Read-only access. For all data and digital assets housed in our proposed solution, only those with proper permissions have access to specific data, fields, documents, templates, workflows, etc. As part of implementation, Aeon Nexus will work with the PDS to define security groups, business units, teams, and user roles with proper system permissions, employing the principle of least privilege (POLP) for users to perform their job duties. PDS administrators can further customize security access using a point-and-click interface. Different access levels based on team, role or group will be created to allow the PDS to dictate specific access and access type to documents, reports, records and supporting digital assets. The solution offers the ability for PDS users to perform searches and queries against all records in the solution; results are security trimmed and display information based on user and role-based access rights.
1.2.32	The software can apply data entry formatting in applicable number fields (e.g., Phone number (xxx)xxx-xxxx,	X		Formatting can be applied to any data entered in JusticeNexus per PDS directive.

	ext. xx, zip code xxxxx-xxxx)		

Co-Defendant Processing

1.3.1	The system fully supports multi-defendant base case tracking. For instance, each defendant has a unique and possibly different judgment, events, restitution, and/or attorney.	X	JusticeNexus fully supports multi-defendant case tracking. Cases can be related based on PDS-defined business rules, and full conflict checking is available and configurable with the base JusticeNexus CMS.

Charge Management

1.4.1	Charge Calculations: Ability to calculate incarceration time, fines, and collateral consequences when charging a case.	X	As part of implementation, Aeon Nexus will work with PDS SMEs to define and document specific calculations including incarceration time, fines and collateral consequences when charging a case.
1.4.2	An administrator may easily make modifications or additions to charge tables.	X	System administrators may easily make modifications and additions to charging tables through a browser-based point-and-click interface.

| 1.4.3 | The system must be able to record an unlimited number of charges per case or defendant | X | JusticeNexus supports the ability to track and record an unlimited number of charges per case or defendant. |

Benjamin Suspect - Saved
Defendant   Criminal ⌄

General   Party Details   **Charges**   Diversion/Probation Programs   Events/Requests   Related

CS-000001004
Case #

+ New Suspect/Defenda...   ↻ Re
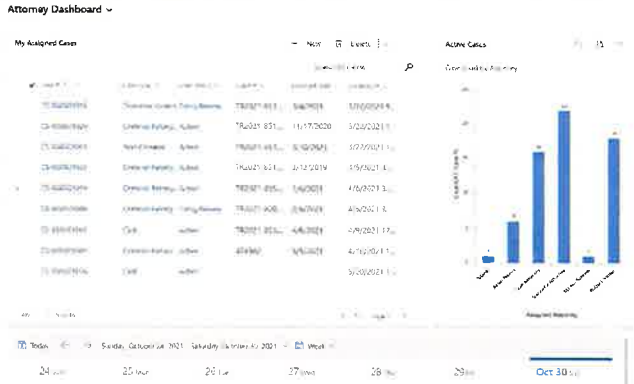
✓ Suspect/Defendant ⌄	Co... ⌄	Sub Count ⌄	Primary Request... ⌄	Requested Charge ⌄	Filed Charge ⌄
Benjamin Suspect	•••	•••	No	0010381-CRIMINAL DEFACEMENT PROP ...	---
Benjamin Suspect	•••	•••	No	0011301-SELL MATERIAL/CABLE	---
Benjamin Suspect	•••	•••	No	0011304-PREDATORY CRIM SEX ASSLT/C...	---
Benjamin Suspect	1	1	Yes	0010326-AGGRAVATED ASSAULT	0010326-AGGRAVATED ASSAULT
Benjamin Suspect	2	1	No	0010733-AGGRAVATED ASSAULT	0010733-AGGRAVATED ASSAULT
Benjamin Suspect	3	1	No	0010771-CRIMINAL DAMAGE STATE PRO...	0010774-CRIMINAL DAMAGE STATE PRO...

| 1.4.4 | The software is able to generate a Criminal History for any individual via an interface with the Spillman RMS application. | X |

JusticeNexus integrates with nearly any other application the PDS uses, including Spillman. Microsoft Dynamics 365, the platform upon which JusticeNexus is built, utilizes metadata-driven architecture. It provides web application programming interfaces (APIs) that implement the Open Data (OData) v4 protocol and support real-world Service Oriented Architecture (SOA). By exposing data and business processes as APIs, it allows other systems to integrate seamlessly. The platform controls access to data through PDS-defined user security and can support current and future information sharing needs using Global Justice extensible markup language (XML) and National Information Exchange Model (NIEM) standards.

Our proposed solution provides a robust set of APIs and support for XML web services, Representational State Transfer (REST), Web Services Description Language (WSDL) and Simple Object Access Protocol (SOAP) that support application integration from very simple relationships to integrations requiring complex business rules and data exchanges. Our solution offers a full software development kit (SDK) and APIs that can be used to extend and customize the system to meet the unique data sharing requirements of the PDS and connect to other technologies with built-in integration between internal and external systems, helping to reduce operational costs and provide fast access to functionality.

Dynamics 365 also has built-in support for publishing messages to Azure Service Bus. The PDS can utilize Azure Service Bus to simplify enterprise cloud messaging between applications and services, even when one or more is offline. Available in every Azure region, this fully managed service eliminates the burdens of server management and licensing. Asynchronous operations give the PDS flexible, brokered messaging between client and server, along with structured first-in, first-out (FIFO) messaging, and publish/subscribe capabilities. Azure Service Bus allows the PDS to build durable messaging topologies with complex routing and increase overall availability, without complex firewall, network, or Virtual Private Network (VPN) configuration, and use the Hybrid Connections feature within Service Bus Relay. These services provide the PDS with enhanced authentication and connectivity through the cloud, and the ability to see and monitor activity.

As part of implementation, Aeon Nexus will create an interface to the existing Spillman RMS application to generate Criminal History records for any individual.
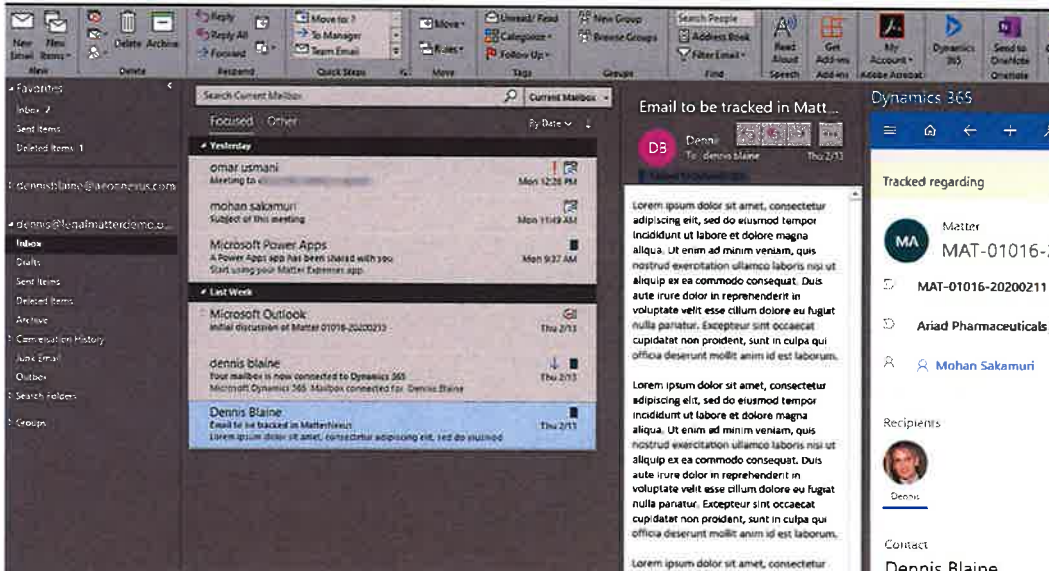
1.4.5	For statistical purposes the software must be able to track arresting charge, prosecuting charge, and final charge.	X		JusticeNexus tracks arresting charge, prosecuting charge, and final charge, and offers workflows to copy charges from one status to another, as defined by PDS.
1.4.6	Users must be able to track incident location information for the charge(s), as well as the sentence, sentence credit and suspended time. Suspended time is a situation where the sentence may not occur until a later date.	X		JusticeNexus tracks incident location information for each charge, including sentence, sentence credit and suspended time.
1.4.7	For cases with multiple charges, the software allows users to repeat similar charge information automatically.	X		Aeon Nexus will configure JusticeNexus to allow properly permissioned PDS users to repeat similar charge information automatically, based in PDS-defined business rules.
1.4.8	Ability to sort by Case or Charged Offense	X		JusticeNexus includes configurable "sub grids" - tables that display information included in filtered views for specific purposes. These sub grids are sorted by default column header and can be resorted by any column header.
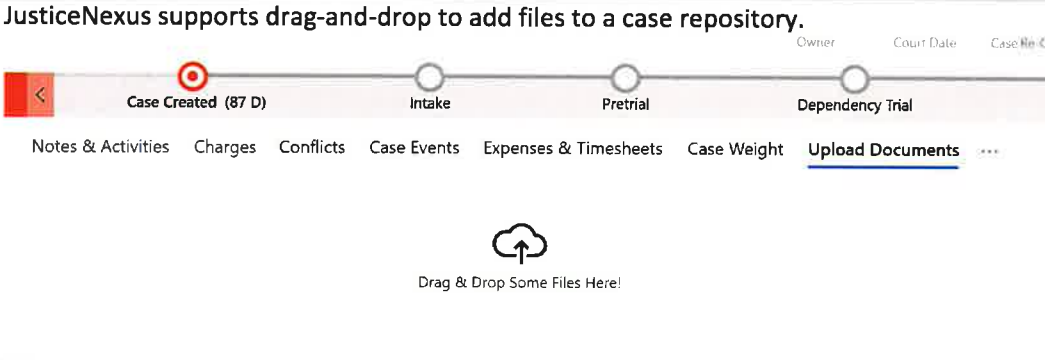
1.4.9	Business Rules to automatically create previously approved folders within each case file when a new case is created.	X		JusticeNexus includes configurable processes to automatically create a subfolder structure upon case intake, as defined by PDS.
1.4.10	Ability to add and track prior felony convictions on parole or probation status for a particular defendant.	X		JusticeNexus allows PDS users to add and track prior felony convictions on prole or probation status for each defendant.
1.4.11	Ability to partition conflict cases from affected parties within a particular case while allowing non-affected parties to have access to the case.	X		Through simple configuration and by applying role-based security access, JusticeNexus supports PDS' requirement to partition conflict cases from affected parties within a particular case, while allowing non-affected parties to have access to case information.

1.4.12	Implement a Home Screen where each user can view their assigned cases and tasks.	X	Dashboards are available to properly permissioned PDS users to denote current case workloads, assigned tasks, work requests, upcoming events, calendar, etc. through a configurable Home screen.
1.4.13	Ability to partition data between Attorney's and Family Advocacy Center (FAC) cases that have not yet been charged by local law enforcement. These FAC cases require their own Case ID numbering.	X	Using the JusticeNexus role-based security matrix, Aeon Nexus will define Business Units that align to the PDS' team structure. These Business Units may include Teams, Roles, ad individual users, that inherit permissions from the groups in which they belong. Aeon Nexus will configure JusticeNexus to meet PDS requirements and partition data between Attorney's and FAC cases that have not yet been charged by local law enforcement. These FAC cases may have unique Case ID numbers automatically generated based on PDS-defined formatting.

Security Role: CEO-Business Manager

| Details | Core Records | Marketing | Sales | Service | Business Management | Service Management | Customization | Missing Entities |

Entity	Create	Read	Write	Delete	Append	Append To	Assign	Share
Account	●	●	●	●	●	●	●	●
ACIViewMapper	○	●	○	○				
Action Card	◐	◐	◐	○	◐	●	○	
Action Card User Settings	◐	◐	◐	◐				◐
Activity	●	●	●	●	●	●	●	●
Advanced Similarity Rule	○	○	○	○	○	○		
Announcement	●	●	●	●		●		
Application File	○	●	○	○				
Azure Service Connection	○	●	○	○	○	○		
Category	○	●	○	○	●	●	○	○
Connection	●	●	●	●	●	●	●	●
Connection Role	●	●	●	●	●	●		
Contact	●	●	●	●	●	●	●	●
Customer Relationship	●	●	●	●	●	●	●	●
Data Import	●	●	●	●	●	●	●	●
Data Map	●	●	●	●	●	●	●	●
Data Performance Dashboard	○	○	○	○	○	○		
Document Location	●	●	●	○	●	●	●	●
Document Suggestions	○	●						
Duplicate Detection Rule	●	●	●	●	●	●	●	●
Email Signature	●	●	●	●			●	

Document Management

			Most modern scanners support scanning directly to SharePoint.
1.5.1	Documents may be scanned directly into the system.	X	

1.5.2	Scanned documents may be enhanced with Optical Character Recognition (OCR), redaction of sensitive information, clean or alter the document's appearance, highlighting of information, and add notations.	X	Aeon Nexus may recommend third-party partner toolsets to enhance features and functionality such as Adobe Acrobat, Encodian for rules-based document redaction or Aquaforest for Optical Character Recognition (OCR) scanning, all trusted Microsoft partners. The Aquaforest toolset allows previously "flattened" digital asset content (e.g., images and flattened PDS documents) to be indexed and searchable. Using Aquaforest, documents can be scanned, and OCR technology can be used to enter document data directly into fields in the case record in JusticeNexus, eliminating data entry. Through integration with Encodian, JusticeNexus can also support bar code printing and reading, as well as QR codes, capable of storing more information without changing the physical size of the QR code, as compared to bar codes. These tools support tagging, highlighting, redaction, Bates stamping, etc.
1.5.3	Email messages and attachments in Office 365 may be saved directly into the application.	X	As a solution built and delivered on the Microsoft Power Platform, JusticeNexus offers native integration with Exchange and Outlook. JusticeNexus may be entirely accessed and consumed from within Outlook - both using the online or locally installed tools. Using the Dynamics for Outlook app, emails can be tracked from within Outlook and associated to a case, person record, etc. Even if the email is deleted, this tracking incorporates the email as part of the Notes and Activities timeline associated with the record and is available from within JusticeNexus though it may be deleted from the users Outlook client. Attachments and future email responses to the thread are also tracked in

the JusticeNexus Notes and Activities timeline.

| 1.5.4 | Documents in the system may be sent as attachments to or accessible links in Office 365. | X | Any document stored within JusticeNexus can be shared with internal or external parties. Following best practices, Aeon Nexus recommends sending links to documents rather than sending documents themselves via email. These links and notifications can be created via automated workflows and template-based emails.

In this way, recipients are required to authenticate prior to accessing documents; JusticeNexus for PDS maintains Criminal Justice Information Services (CJIS) compliance and ensures that all access is recorded in the JusticeNexus audit trail. |

1.5.5	Documents may be added to the system storage area by drag and drop from a Microsoft Office File Explorer window.	X	JusticeNexus supports drag-and-drop to add files to a case repository. Case Created (87 D) Intake Pretrial Dependency Trial Notes & Activities Charges Conflicts Case Events Expenses & Timesheets Case Weight **Upload Documents** ... Drag & Drop Some Files Here!
1.5.6	Documents may be moved or copied from the electronic case file of one name or case record to the electronic case file of another name or case record.	X	SharePoint supports the ability for properly permissioned PDS users to move or copy documents from one name or case record to another.
1.5.7	An unlimited number and type of automated document templates (e.g., subpoenas, letters, receipts, appeals, etc.), may be developed and stored using the Agency's standard templates and without manually opening the word processor program.	X	JusticeNexus provides the ability for the PDS to create, update, administer and support an unlimited number of document templates that can be filled using data from within JusticeNexus via automated workflows.
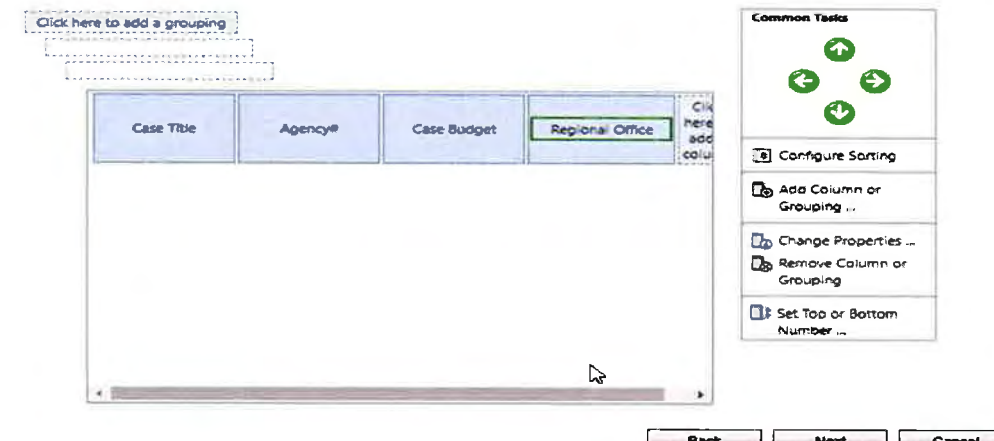
1.5.8	To increase efficiency and minimize the number of documents Agency must have the ability to access one document template and to access one or more sub- documents (e.g., allowing for multiple users to use the same base template information, but each use a unique header)	X	This functionality can be provided as part of implementation; depending on level of complexity, this may require custom programming, which can be determined during the Discovery phase.
1.5.9	Documents may be produced with an agency-wide header that populates all individual templates, or with an individualized header for a particular document.	X	Through configurable workflows, documents may be produced with an agency-wide header that populates all individual templates, or with an individualized header for a particular document.
1.5.10	The system can automatically populate forms and letters with client and case information (e.g., expert contract letters, subpoenas,	X	Through native integration with Microsoft Word and Excel, JusticeNexus offers automated, workflow-driven document generation for subpoenas, motions, expert contract letters, travel requests, etc. Multi-step, dependency-based workflows can create dynamic, multi-page documents that can be coupled with template-based email notifications, driving recipients to login to either the JusticeNexus back-office system for licensed users, or the JusticeNexus portal for external, unlicensed users.

These documents and email templates are filled in using data from within JusticeNexus. |

	transcription requests, and travel requests).		
1.5.11	Documents may be generated on demand, based on an event, or in batch at a specific time. Automatically generated documents must be automatically linked to the appropriate case/person record for future reference.	X	JusticeNexus allows properly permissioned PDS users to generate documents on demand, based on an event, in batch at a specific time, or via a PDS-defined trigger. Documents are stored in the secure SharePoint repository associated with the case, name record, or other record type.
1.5.12	Documents are opened in the users' standard word processing program allow users to make further changes, including adding electronic signature. Agency should have the ability to specify whether or not	X	As a solution built on the Microsoft Power Platform, JusticeNexus includes full native Microsoft Office integration with Microsoft Exchange and Outlook, SharePoint, Teams, OneNote, Word, Excel, and the entire Microsoft suite of tools. Properly permissioned PDS users may open documents using locally installed or online versions of Microsoft Office, including Word and Excel. Documents can be edited and saved, including version history and audit trail. Electronic signatures can be added, but can also be provided for as part of automated workflows that send out links to have proper parties e-sign, either in parallel or serially.

	documents should open when generated.		
1.5.13	The system provides for document version control, tracking document check in/out and version history to maintain an original copy of discovery documents	X	SharePoint is integrated directly in the JusticeNexus interface to provide: - Document upload and download capabilities including drag-and-drop, audio, video, document, and photographic asset storage, - Document creation using online or locally installed Microsoft Office tools, - Document editing including 'Check In/Check Out" and auto-reconciliation of changes allowing multiple PDS users to edit the same document simultaneously, - Sharing editable or read-only documents with internal and external users, - Classification and typing of documents and other digital assets (e.g., COMPLAINT, BRIEF, CONFLICT LETTER, EVIDENCE, DISCOVERY, MOTION, etc.), - Version control tracks all changes to each file and allows properly permissioned users to view previous versions of files, delete them, or restore them to become the active version, - Metadata is stored and displayed including access permissions, file statistics including number of views per week, activity, modified date, size, type, etc., - Recordings of Microsoft Teams meetings can automatically be stored with each respective case, - With SharePoint, properly permissioned users can search for documents by name, and can search for words within the contents of a document, and - The PDS can create retention policies and configure specific documents to adhere to those policies, including the ability to define specific retention per document type.

1.5.14	The system provides for establishing workflows for document approval (e.g., copy requests, expert witness requests, investigation requests, transcription requests, travel requests, conflict requests)	X		Document approvals, e-signatures and other document-based PDS processes can be establish by configuring automated workflows that are triggered based on context-specific events.
1.5.15	The system provides a document export utility that: a) exports file(s) into a compressed file for transport b) password protects and encrypts files c) enables redaction of confidential information from scanned documents	X		As part of implementation, Aeon Nexus will work with the PDS to define and deliver a document export facility for transport that includes encryption and password protection. Rules-based redaction is available through a third-party, Encodian. JusticeNexus integrates with Encodian to provide redacted copies of documents available to inclusion in exports.
1.5.16	System must be able to print documents individually or as part of a batch, either automatically or on demand.	X		Documents can be printed to local or network printers, either individually or in batch, on demand. Aeon Nexus will provide workflows using Microsoft Power Automate or similar to automatically print documents per PDS directive.

1.5.17	Audio, video, pictures and other types of files may be stored in the system.	X		Any type of file can be stored in the secure SharePoint repository associated with each case.
1.5.18	The system is able to automatically Bates stamp documents as part of a batch, or on demand. Bates stamping page numbering should be able to be overridden.	X		JusticeNexus supports Bates stamping. Bates stamping can be overridden by properly permissioned PDS users.
1.5.19	The system has the ability to pull data fields from multiple cases into one document (ie: a plea offer that combines multiple dockets for one defendant)	X		Document generation capabilities in JusticeNexus include the ability to pull data from multiple cases into a single document. JusticeNexus offers dynamic document generation capabilities. For example, a charging document may have multiple pages, depending on the number of charges associated with it.

Reporting

| 1.6.1 | Users may create new reports or alter existing ones without vendor assistance. | X | JusticeNexus includes robust reporting capabilities. Any field data captured within the system is fully searchable and reportable. Using JusticeNexus, virtually any report can be created, sorted and filtered, allowing PDS users the ability to create and share a variety of |

JusticeNexus includes robust reporting capabilities. Any field data captured within the system is fully searchable and reportable. Using JusticeNexus, virtually any report can be created, sorted and filtered, allowing PDS users the ability to create and share a variety of

reports to analyze active and past cases, provide high level analytics, or meet specific regulatory reporting requirements.

JusticeNexus allows reports to be created in a variety of ways:

- JusticeNexus includes system dashboards, germane to each PDS user's role and displayed based on login role, including the ability to create sharable, custom dashboards associated with each login.

- Microsoft SQL Server Reporting Services (SSRS) is a robust set of reporting tools that can be used to create ad hoc queries and reports, without the need for vendor assistance.
- Microsoft Power BI, part of the Microsoft Power Platform, is a powerful data analytics and business intelligence tool that creates interactive and dynamics charts and dashboards that can be shared with unlicensed users.
- Advanced Find is a query facility within JusticeNexus that allows users to execute ad hoc queries against the database and return the applicable columns in a grid format without the need to understand or write SQL. Related entities may also be included in queries as

well as AND / OR clauses. The grid format is exportable to Microsoft Excel, comma separated values (CSV) and portable document format (PDF) for additional analysis, as needed.

- Aeon Nexus will also create Microsoft Word templates and SQL Server Reporting Services (SSRS) reports that can be used to provide reporting to PDS users and external parties.

Ad hoc reports can easily be created, saved, and shared by properly permissioned PDS users. Users may create a new report or use an existing report as a starting point that can be further customized. Using a report wizard, users may provide a name and description for reports. They can choose record types to be included in the report and can include related record types to further refine their results. Sorting, grouping, columns and column properties can all be configured and saved within the report. Reports can be configured and run within JusticeNexus with results exported to Microsoft Excel and Word, CSV, image, extensible markup language (XML) or PDF. All data included in reports is security trimmed, so that data is not exposed within reports to unauthorized PDS users, adhering to PDS-defined security permissions and roles.

1.6.2	Users without specialized technical training may create ad hoc reports.	X

Report Properties   ● Help

Enter the name and description of the report, and specify which record types the report will use.

Specify the name and description of the report

Report name: *   `Case Ad Hoc Report`

Report description:

Specify the record types to include in this report

Your choice for primary record type will determine which related record types can be included.

Primary record type: *   `Cases`
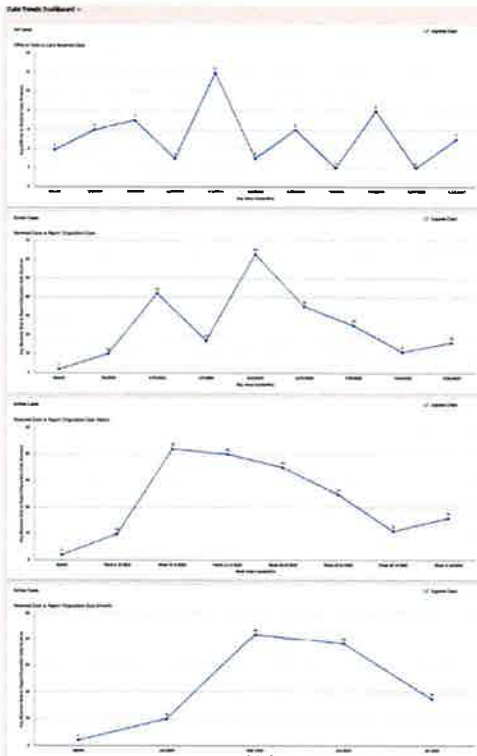
Related record type:
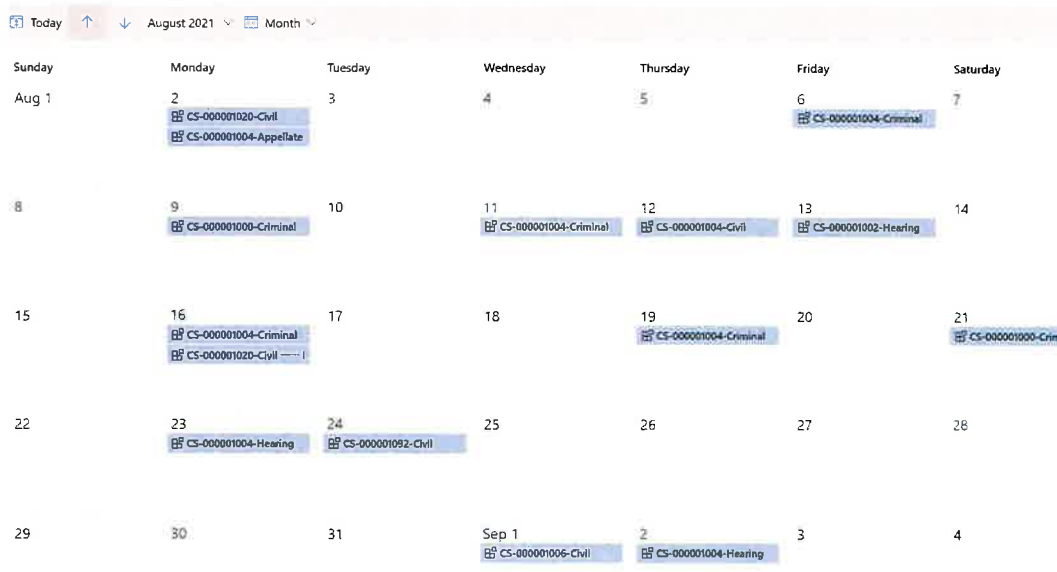
[Back] [Next] [Cancel]
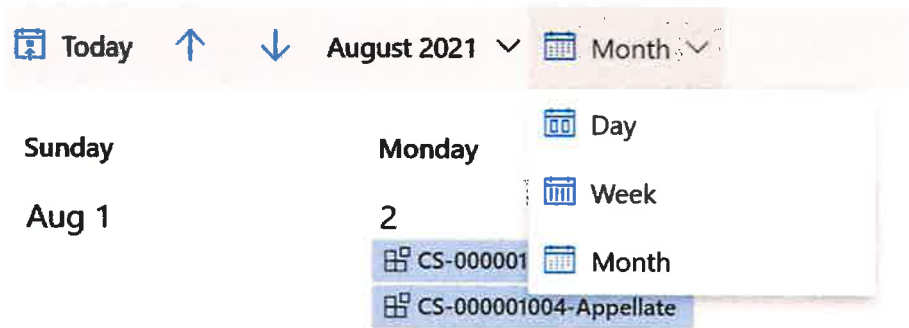
1.6.3	Ad-hoc Management Reports may be emailed directly from the system.	X		Ad hoc reports can be exported to XML, CSV, Word, PowerPoint, Tiff Image, or PDF document. Reports can be assigned, shared with individuals and teams, and users can email a link to the report from directly within JusticeNexus.
1.6.4	The system provides an ad hoc report writer that provides the ability to access our case management information, export to standard formats including Word, Excel, XML, CSV, graphic and charts capability, and automate and schedule reports to be run on a regular basis.	X		SSRS supports all functions described in item 1.6.4.
1.6.5	Ad-hoc and management reporting are accessible from a user dashboard.	X		User dashboards can include reports. From an oversight standpoint, data can be anonymized and aggregated to provide high-level reporting to PDS stakeholders.

1.6.6	The system has a robust reporting function that enables statistical reporting based on any of the data elements tracked by the system.	X	JusticeNexus includes dashboards and SSRS reports to alert management of potential bottlenecks and areas that may benefit from business process or performance improvements. Properly permissioned users may perform constant, real-time, and historical trend analysis across case types, clients, attorneys, charges, case weight, case age, or any other data point important to the PDS to determine the efficiency of PDS processes and staff, providing actionable intelligence to guide future process improvements. This information can be as granular as to track how often a query is executed. Any data captured within JusticeNexus is available for querying, filtering, sorting, grouping, reporting, or exporting.
1.6.7	Ability to measure performance indicators such as case load, case age, pending reports, etc.	X	Please see previous response for details.

| 1.6.8 | Ability to create reports that will track new charges involving current and former diversion defendants. Including but not limited to case number, charging information, demographic information (name, age, race/ethnicity) & days between diversion intake and/or diversion completion date and new offense date. | X | The reports described in item 1.6.8 can easily be built and supported within JusticeNexus; Aeon Nexus will deliver these reports as part of system implementation. |

Calendar Functions

As a solution built on the Microsoft Power Platform, JusticeNexus includes conflict checking, time and expense management, data deduplication, and full native Microsoft Office integration including calendaring with Microsoft Exchange and Outlook, SharePoint, Teams, OneNote, Word, Excel, and the entire Microsoft suite of tools. JusticeNexus provides built-in integration for M365 (formerly Office 365 or O365) and for Outlook/Exchange, both for creating and reviewing cases materials directly from Outlook through the Outlook plug-in, and calendar integration for important dates, meetings, and appointments. As such, any calendar events related to a case, including any associated data such as case number, etc., can be scheduled within a PDS user's calendar and will be linked to the case. Should a change occur, this change will be reflected both within the case record itself, as well as in the user's Outlook calendar.

1.7.1	Users may create calendars, such as docket or courtroom calendars and team/group calendars.	X

Case events can be tracked within the case record to provide PDS users with a chronology of events related to the case, including full Outlook calendar integration. JusticeNexus includes built-in calendars that include clickable links to scheduled items, clients, activities and cases. All calendars within JusticeNexus can be viewed by day, week, and month

formats on an individual basis or an office-wide basis, including the ability to include events from Outlook to be included in PDS users' dashboards. Anything that can be scheduled can have a calendar associated with it in JusticeNexus.

With Outlook integration, PDS users can:
- Easily track emails as activities from within JusticeNexus;
- View information about activities with a single click from within Outlook's calendar to track meetings and appointments;
- Create new JusticeNexus records from Outlook; and
- Create activity lists in response to emails that are automatically scheduled as tasks and added to the case record.

| 1.7.2 | Calendars allow for daily, weekly and monthly views on an individual basis and office-wide. | X | | Daily, Weekly, and Monthly calendar views are supported in JusticeNexus. Individual users can set their preference for the default view but can manually change the view as necessary. |
| 1.7.3 | The system integrates with Office 365 to import events from Office 365 to the user's dashboard and vice versa. | X | | JusticeNexus is built on the Microsoft Power Platform and includes native integration with M365/Office 365, Exchange, and Outlook for full robust calendar integration. |

1.7.4	The calendar schedules are printable and exportable.	X	Calendar schedules can easily be exported to Excel and/or printed directly from JusticeNexus.
1.7.5	The software will populate a user's 365 calendar with data from an assigned docket, such as court case, start and end dates, times and events.	X	Through configuration, JusticeNexus will populate user calendars with data from assigned dockets.

1.7.6	The docket listing may be displayed on a daily, weekly or monthly basis, and the system can generate a court calendar by attorney for any day.	X	Docket listings can be viewed daily, weekly, or monthly, and JusticeNexus can generate a court calendar for any entity that can have a schedule, including attorneys, judges, court rooms, etc. for any day.
1.7.7	Users may update the results of the court event with a pull down menu and a comment section.	X	Aeon Nexus will configure JusticeNexus to meet PDS' specific requirements regarding court event results, including drop-down option sets and free-form comment sections.
1.7.8	Calendar availability of police officers and experts may be stored to coordinate dates with court scheduling.	X	This can be accomplished through data feed, integration, via the portal, manually, or through other means; JusticeNexus can include calendars for any entity defined within it that is capable of having a schedule.
1.7.9	Multiple calendars may be accessed at one time.	X	Multiple calendars can be displayed within a single form, in multiple tabs, multiple windows, etc.
1.7.10	Calendars are accessible from dashboards.	X	Calendar controls can be included as dashboard widgets.
1.7.11	The software allow for ticklers and alerts based on event dates.	X	Template-based email notifications can be sent out through triggered automated workflows. Short Message Service (SMS) text messages are supported via third party interface (e.g., UpTrust, Twilio).

1.7.12	The system is capable of generating a subpoena status calendar that can be posted for accessibility by the public and law enforcement agencies.	X		During the Discovery phase, Aeon Nexus will work with the PDS to define requirements for a subpoena status calendar. This calendar will be posted on the JusticeNexus portal for accessibility by the public and law enforcement agencies.
Financial Management and Tracking Functions				
1.8.1	The software allows for time tracking based on a case, task, or case type for all employees.	X		Aeon Nexus will work with the PDS to define the specific user stories and scenarios PDS would like to track. Aeon Nexus includes time tracking by default, using a "stopwatch" function. This approach can be further configured to meet the specific time tracking needs of PDS. The solution can automatically track attorney and support staff flat fees and hourly rates and can calculate total costs as case parties spend time working on cases. JusticeNexus

also includes expense reporting, tracking, and approval processing.

1.8.2	Software must allow for payment tracking.	X	Payments can be tracked in JusticeNexus and communicated to PDS accounting, payment processing, and General Ledger systems as necessary.
1.8.3	The software must generate receipts, and have interface for electronic signatures.	X	JusticeNexus will be configured to generate receipts and provide an interface for electronic signatures, including Adobe Sign and Docusign.
1.8.4	The software must store the receipts with the case information.	X	Any document generated by JusticeNexus, including receipts, may be stored in the secure SharePoint repository associated with the case record.

1.8.5	The system is capable of tracking and reporting expenses associated with a case, including but not limited to: a) copy expenses b)interpreter expenses c) investigator expenses d) expert witness expenses e) staff travel expenses f) transcription expenses g) witness expenses	X	Configurable and comprehensive expense tracking, approvals and reporting is included in the base JusticeNexus solution; processes can be further configured to match PDS requirements. **EXP-0000001017** - Saved Case Expense **General** Related Case # · ⚖ CS-000001004 Expense Date 6/14/2021 Expense Type Filing Fee Total Expense 124.50 User --Select-- Description **Filing fee** Discovery Filing Fee Investigation Approve Case Legal Counsel ☐ Approval Date 7/12/2021 Expense Mediation ☐ Aeon Nexus Research Airline Car Rental Hotel Meal Mileage Reimbursement Per Diem Misc
1.8.6	The system provides for tracking the payment status on invoices for services retained in connection with a case.	X	Through configuration, JusticeNexus will track payment status on invoices for services retained in connection with each case.

1.8.7	The system provides for establishing workflows for obtaining expense approvals, such as for experts, travel, transcription, etc.	X		Expense approvals and time tracking (as well as other processes that require approval) can be delivered as automated workflows, notifying parties when actions need to be taken (like approvals) or a record requires their attention. Approval flows can be executed serially, in parallel, and can be nested or dependency based.

System Security

1.9.1	The system provides the ability to seal case records.	X		JusticeNexus includes configurable processes and capabilities to seal records.
1.9.2	The system has role-based security that is controlled at the table level, field level, and case type level, and controls specific functions such as add, modify and delete.	X		System administrators can configure security access and roles using a point-and-click interface. Specific user access to JusticeNexus relies on a configurable, role-based security matrix and configured business rules. This role-based security matrix utilizes user and group-level roles defined by the PDS to control document and data access, capable of affording the PDS very granular levels of security, from forms access to field-level and document-level access. Further, the system can be configured to allow certain securitized users Update, Create and Delete access, while limiting other users to Read-only access. For all data and digital assets housed in our proposed solution, only those with proper permissions have access to specific data, fields, documents, templates, workflows, etc. User access to JusticeNexus relies on a configurable, role-based security matrix and configured business rules. This role-based security matrix utilizes user and group-level roles defined by the PDS to control document and data access, capable of affording the PDS very granular levels of security. Further, the system can be configured to allow certain securitized users Update and Create access, while limiting other users to Read-only access. For all data and digital assets housed in our proposed solution, only those with proper permissions have access to specific data, fields, documents, templates, workflows, etc.

			System Administrators can create an unlimited number of Business Units, Teams, and Roles to create a very granular security matrix, supporting Role-Based Access Control (RBAC), without requiring vendor assistance.
1.9.3	Agency has the ability to create security profiles for users and groups in addition to any defaults that come with the system, without requiring vendor assistance.	X	Security Which feature would you like to work with? **Users** Add new users. Edit information about users and deactivate user records. Manage the teams, roles, and licenses assigned to users **Teams** Add new teams and new members to existing teams. Modify the team description and delete members from **Security Roles** Create new security roles. Manage and delete existing security roles for your organization. **Business Units** Add new business units. Edit and deactivate existing business units. Change the parent business unit
1.9.4	Access may be restricted by case type or name type for confidential cases.	X	Confidentiality and access to case and name records can be controlled based on PDS-defined business rules and security roles.
1.9.5	Access privileges, including read only, update, and no access, may be assigned to each user by the Agency Administrator.	X	User access is controlled through RBAC.
1.9.6	The system is capable of running and creating reports to document changes in security roles for audit purposes.	X	Reports are included in the base JusticeNexus solution that document security roles or audit purposes. Only system administrators may change user security roles, team, and Business Unit participation.

| 1.9.7 | Users are able to modify their own passwords within the password length and character type restrictions and/or the software is compatible with single sign-on. | X | Users may perform self-service to update and /or retrieve lost passwords.

JusticeNexus is offers a Single Sign On (SSO) experience, providing familiar Microsoft-based screens and simple to use mobile interfaces on smartphones, tablets, laptops and desktop computers.

JusticeNexus utilizes Azure Active Directory (AD) for session management. Conditional access controls allow the PDS to create policies that target specific use cases within the PDS' environment without affecting all users. Some scenarios might include:
• Resource access from an unmanaged or shared device;
• Access to sensitive information from an external network;
• High impact users;
• Defining token timeout values; or
• Critical business applications.
Microsoft offers web-based controls for the PDS to manage and audit its Azure tenant. Access to Azure resources is controlled using Role-based Access Control (RBAC) administered through the Azure portal by a PDS System Administrator. As a Microsoft GCC-hosted solution, JusticeNexus meets or exceeds all PDS, state, and federal requirements for security and confidentiality. |

| 1.9.8 | Data is encrypted while at rest and while in transport. | X | Azure provides extensive options for encrypting data at rest, using both Microsoft-managed encryption keys and customer-managed encryption keys. This process relies on multiple encryption keys and services such as Azure Key Vault and Azure Active Directory to ensure secure key access and centralized key management.

All data stored in our proposed solution is encrypted using Bitlocker. Bitlocker is a full volume encryption feature, designed to protect data by providing encryption for entire volumes. By default, Bitlocker uses the AES encryption algorithm in cipher block chaining (CBC) or ciphertext stealing (XTS) mode with a 128-bit or 256-bit key. Data in transit between JusticeNexus users and Microsoft Azure is encrypted using Transport Layer Security (TLS) 1.2. TLS is a cryptographic protocol designed to provide communication security over a computer network, providing privacy and data integrity between two or more communicating computer applications. JusticeNexus utilizes Microsoft SQL Server Transparent Data Encryption (TDE) to perform real-time encryption of data when written to disk (at rest), using 2048 RSA or RSA-HSM encryption key types.
All cipher suites supported by JusticeNexus use algorithms acceptable under Federal Information Processing Standard (FIPS) 140-2. Office 365 inherits FIPS validations from Windows, through Secure Channel (Schannel), a security support provider that contains a set of security protocols to provide identity authentication and secure, private communication through encryption.

Azure provides many options for encrypting data in transit. Data encryption in transit isolates customer network traffic from other traffic and helps protect data from interception. The basic encryption available for connectivity to Azure Government supports TLS 1.2 protocol and X.509 certificates. FIPS 140-2 validated cryptographic algorithms are also used for infrastructure network connections between Azure Government datacenters. Windows, Windows Server, and Azure File shares can use SMB 3.0 for encryption between the VM and the file share.

Aeon Nexus has provided multiple CJIS-compliant interfaces for various public entities that use this same solution that we are proposing for the PDS. Aeon Nexus can provide CJIS-compliant interfaces with the PDS' internal and external data trading partners, using CJIS-defined encryption standards. Aeon Nexus will employ a minimum of 128-bit encryption as required to be CJIS-compliant. Keys used to decrypt data will be adequately complex, at |

least 10 characters long, and a mix of upper- and lower-case letters, numbers, and special characters.

1.9.9	Access to specific files and/or clients may be restricted.	X		Through its role-based security matrix, JusticeNexus supports collaboration while restricting access to specific files, clients, documents, and other digital assets. This is true for forms, fields, documents, workflows, etc. Even reports are "security trimmed" to be sure that only those with proper permissions have access to specific PDS data.
Event Management				
1.10.1	Task lists for attorneys may be added via the system or scanned documents, and be tracked.	X		Tasks, work requests and case events can easily be added to JusticeNexus; this activity can trigger automated template-based notifications to internal and external case participants.
1.10.2	The system provides for auditing/logging of all activities and events.	X		All transactions are captured in an audit trail that is available to properly permissioned PDS users. This audit trail contains a history of activity associated with the case, including assignment information and actions that were taken on the case, including when the action occurred and by whom. Using this audit trail, properly permissioned PDS users can fully understand the steps that were taken on each case, when actions were taken, and who took the actions.
1.10.3	Attorneys may add future court dates from a mobile device	X		JusticeNexus can be consumed via any modern web browser on any internet-enabled device, including tablets and smartphones. JusticeNexus also includes mobile apps for iOS, Chrome, and Windows mobile. These mobile apps provide the same functionality as the full JusticeNexus solution on a laptop or desktop; the solution can be further extended to licensed PDS users via Power Apps.
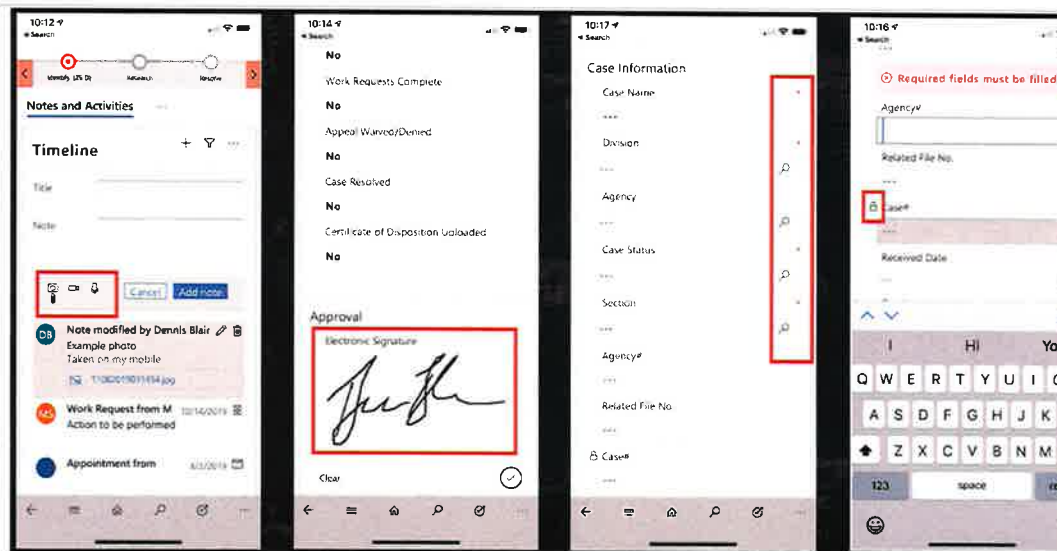
PowerApps are purpose-built mobile applications that perform a discrete set of functions and are available remotely to licensed users. PowerApps can be used in offline mode and will sync any data collected with the system of record, once back online. Aeon Nexus envisions utilizing PowerApps for the PDS to allow users to collect signatures in court, or to collect any other data that is pertinent to the PDS' processes including expenses, case details, statements, photographs, Quick Response (QR) code support, etc. This feature provides simple, on demand mobile app development to extend the functionality of our solution and increase ease of use for non-technical PDS end-users.

1.10.4	The system provides for setting up notifications or alerts when certain events occur, such as: a) case has been reassigned b) case is closed c) case information has been accessed by someone who is not currently assigned to the case (except clerical and management) d) case information has been updated e) conflict is declared f) document(s) or file(s) have been added to the case g) investigation request has been approved or denied h) tasks are past due	X	Automated workflows will be discussed, agreed upon and delivered by Aeon Nexus. These workflows can be further manipulated by PDS system administrators post-delivery. These workflows can be setup to notify teams or individuals when PDS-defined triggers occur. All scenarios listed in 1.10.4 can be included as JusticeNexus workflow triggers.
1.10.5	Users may specify how they want to be notified of events (e.g., through dashboard alerts, email notifications, pop-up messages	X	Through the Discovery milestone, PDS will define how users are notified of events, through scenario-based user stories.

	and/or SMS text messages)		

Electronic Discovery Management

1.11.1	The system provides an interface to allow PDS to receive Discovery documents from outside Agencies.	X	JusticeNexus includes a secure, role-based public portal that allows unlicensed external users to download and / or upload Discovery documents, based on PDS-defined business rules.
1.11.2	The system has the ability to generate a confirmation report for all eDiscovery documents that are received.	X	As part of implementation, Aeon Nexus will deliver the ability for JusticeNexus to generate confirmation reports for delivery and receiving of eDiscovery.
1.11.3	The system provides for establishing workflows to route the discovery file to the appropriate case in the Agency.	X	As part of implementation, workflows will be configured to route and deliver discovery file(s) to the appropriate case in the file.

File Room Management

1.12.1	The system provides for the ability to add information about archived files in long term storage	X	JusticeNexus tracks the location of any physical files associated with the case. Aeon Nexus will further configure the base JusticeNexus solution to meet PDS requirements regarding tracking of physical file locations, etc.
1.12.2	The system provides for establishing workflows for approving requests for file access.	X	Aeon Nexus will configure JusticeNexus to include workflows to support approval requests for file access.
1.12.3	The case file management system can distinguish between case file types, such as Juvenile, Criminal, Civil, etc. These are standalone case file types.	X	JusticeNexus supports and distinguishes between an unlimited number of case file types, including support for Adult, Juvenile, Criminal, Civil, Administrative Law, etc.
1.12.4	System needs to have the storage capacity for the current documents and for annual storage growth. The total storage size for the current case documents is 116TB (terabytes). Document storage two years ago	X	As a SaaS solution hosted for the PDS in the Microsoft GCC, JusticeNexus can easily scale to meet future storage demands. Public sector entities like the PDS can take advantage of the instant scalability and guaranteed uptime of a hyper-scale cloud service. GCC Primary and Backup Data Centers only exist in the continental U.S.

	was 85TB, growth is not linear.		

Forms Management

1.13.1	Forms are exportable to PDF, RTF, XML, or Microsoft Word and Excel Formats	X	Through native integration with the Microsoft Office suite of tools, all documents and forms are available for export to PDF, RTF, XML, Microsoft Word and Excel formats.
1.13.2	The system provides for management and control of templates.	X	JusticeNexus offers configurable, template-based email notifications that are triggered via automated workflows and include data from the system. JusticeNexus includes a powerful workflow engine capable of creating complex documents based on PDS templates. JusticeNexus allows system administrators to create and manipulate email and document templates that act as the base for notifications and document creation throughout the JusticeNexus system, respectively.

Partner Integration

			JusticeNexus offers native integration with the entire suite of Microsoft tools including M365 (previously Office 365/O365), Teams, Outlook, Word, Excel, PowerPoint, SharePoint, and OneNote. JusticeNexus provides a robust set of application programming interfaces (APIs) and support for extensible markup language (XML) web services, Representational State Transfer (REST), Web Services Description Language (WSDL) and Simple Object Access Protocol (SOAP) that support application integration from very simple relationships to integrations requiring complex business rules and data exchanges. It provides web APIs that implement the Open Data (OData) v4 protocol and support real-world Service Oriented Architecture (SOA). By exposing data and business processes as APIs, it allows other systems to integrate seamlessly.
1.14.1	The system can interface with other agencies to pull docket codes and docket calendars, and obtain sentencing information.	X	JusticeNexus supports a full software development kit (SDK) and APIs that can be used to extend and customize the system to meet the specific business requirements of the PDS. These APIs can connect to other technologies including integration between internal and external systems, helping to reduce operational costs and provide fast access to functionality, including the ability to share information electronically with systems external to JusticeNexus. Aeon Nexus can use these integration methods to connect JusticeNexus to any internal or external solution the PDS relies upon. This extensibility also allows JusticeNexus to provide secure, bi-directional integration with other systems to import and export case information. By exposing data and business processes as APIs, JusticeNexus supports seamless integration with other systems. The platform controls access to data through PDS-defined user security and can support current and future information sharing needs using Global Justice XML and National Information Exchange Model (NIEM) standards. JusticeNexus can integrate with nearly any other application the PDS uses. Built on the Microsoft Power Platform, JusticeNexus is compatible with all Microsoft products, offering robust, native integration with these tools; JusticeNexus is also compatible with Adobe Pro.
1.14.2	The system can interface with the Arizona Disposition Reporting System.	X	As part of implementation, Aeon Nexus will provide an interface to the Arizona Disposition Reporting System.

1.14.3	Software provides secure, view-only access via the web for external partners such as Probation Office and law enforcement officers, with restricted query capability.	X		JusticeNexus includes a public portal to provide access to unlicensed users and PDS data trading partners. PDS can define an unlimited number of roles that may access case and name information via the portal; each role can be granularly defined to include read-only or update access to specific data, documents, and information per PDS directive.
1.14.4	The system will interface with the Sheriff's System (Spillman) for custody status, booking and housing information	X		As part of implementation, Aeon Nexus will deliver an interface to Spillman, per PDS specifications, for custody status, booking and housing information.
1.14.5	The system provides for electronic filing with the Court.	X		Aeon Nexus has already completed the first interface to the State of Arizona e-filing portal for Pinal County, AZ Public Defender Services. This interface can be further configured to meet PDS' requirements; Aeon Nexus will deliver an interface to the Court for PDS as part of implementation.

SIGNATURE: _____   Date: December 8, 2021

Dennis Blaine, Managing Director

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

Software Escrow Agreement

As a GCC-hosted, Microsoft Power Platform solution, the PDS will own the relationship with Microsoft directly, to support the SaaS GCC tenant from which JusticeNexus will be hosted and served. Pima County IT will have system administrator access to its configured JusticeNexus solution, eliminating the need for software escrow.

Th GCC cloud infrastructure is monitored by the Microsoft Security Response Center (MSRC), which is led by some of the world's most experienced security experts. The MSRC identifies, monitors, responds to, and resolves security incidents and cloud vulnerabilities around the clock, each day of the year. The MRSC supports collaboration and relationships with security researchers globally to advance Microsoft product security.

GCC automatically allocates and manages backup storage, using a pay-as-you-go model. The PDS will only pay for the storage that it consumes. GCC supports georedundant storage (GRS), which is the default and recommended option. GRS replicates the PDS' data to a secondary U.S.-based region hundreds of miles away from the primary location of the source data, providing a high level of durability for the PDS's data if there is a regional outage.

All configuration performed by Aeon Nexus will reside in the PDS' GCC tenant. With our hosted solution in the Microsoft GCC, system backups happen continuously. The instance remains available while backing up. System backups do not count against the PDS' storage limits. While Aeon Nexus technical resources are available to assist the PDS with any issues, the PDS will require its Pima County IT resources to administer its own GCC tenant.

Appendix A: Audited Financials

AEON NEXUS CORPORATION
AND
174 GLEN STREET, LLC

Independent Accountant's Review Report

Consolidated Financial Statements

Years Ended December 31, 2017 and 2016

AEON NEXUS CORPORATION
AND
174 GLEN STREET, LLC

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INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To The Board of Directors and Member
Aeon Nexus Corporation and 174 Glen Street, LLC
Glens Falls, New York

We have reviewed the accompanying consolidated financial statements of Aeon Nexus Corporation (an S-corporation) and 174 Glen Street, LLC (a single member LLC), which comprise the balance sheets as of December 31, 2017 and 2016, and the related consolidated statements of income and retained earnings, and cash flows for the years then ended, and the related notes to the consolidated financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the consolidated financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America: this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the consolidated financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the consolidated financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying consolidated financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Whittemore, Dowen & Ricciardelli, LLP

Whittemore, Dowen & Ricciardelli, LLP
Queensbury, New York

July 26, 2018

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AEON NEXUS CORPORATION
AND
174 GLEN STREET, LLC

Consolidated Balance Sheets

December 31, 2017 and 2016

ASSETS	2017	2016
Current Assets:		
Cash in banks and on hand	$ 107,977	$ 165,621
Accounts receivable	799,656	470,864
Total Current Assets	907,633	636,485
Property and Equipment:		
Land and buildings	325,000	325,000
Building improvements	2,808,240	2,808,240
Furniture and equipment	354,254	354,254
Vehicles	32,328	32,328
Total Property and Equipment	3,519,822	3,519,822
Less: Accumulated Depreciation	(644,462)	(523,830)
Net Property and Equipment	2,875,360	2,995,992
Other Assets:		
Loan receivable - stockholder	65,000	-
Total Other Assets	65,000	-
Total Assets	$ 3,847,993	$ 3,632,477

See Independent Accountant's Review Report and Notes

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AEON NEXUS CORPORATION
AND
174 GLEN STREET, LLC

Consolidated Balance Sheets

December 31, 2017 and 2016

LIABILITIES AND STOCKHOLDER'S EQUITY		2017		2016
Current Liabilities:				
Accounts payable	$	114,947	$	113,477
Line of credit		1,076,510		675,000
Current portion of long-term debt		117,904		185,305
Retirement plan payable		3,348		769
Accrued expenses		39,088		12,747
Corporate income taxes payable		800		800
Total Current Liabilities		1,352,597		988,098
Long-Term Liabilities:				
Loan payable - stockholder		115,887		115,887
Long-term debt, net of current portion		2,528,410		2,687,766
Less: unamortized closing costs, net of accumulated amortization of				
$49,866 and $37,123, respectively		(147,581)		(160,324)
Total Long-Term Liabilities		2,496,716		2,643,329
Total Liabilities		3,849,313		3,631,427
Stockholder's Equity:				
Capital stock - no par common; 100 shares authorized,				
97 shares issued and outstanding		30,802		30,802
Accumulated Deficit		(32,122)		(29,752)
Total Stockholder's Equity		(1,320)		1,050
Total Liabilities and Stockholder's Equity	$	3,847,993	$	3,632,477

See Independent Accountant's Review Report and Notes

AEON NEXUS CORPORATION
AND
174 GLEN STREET, LLC

Consolidated Statements of Income and Retained Earnings

Years Ended December 31, 2017 and 2016

	2017	2016
Revenues	$ 7,355,737	$ 9,115,787
Cost of Sales	4,997,545	5,599,631
Gross Profit	2,358,192	3,516,156
General and Administrative Expenses:		
Salaries, officers	123,285	298,079
Salaries and wages	1,027,916	1,440,691
Payroll taxes	91,776	130,623
Employee benefits	49,632	82,284
Retirement plan contributions	23,105	20,651
Consulting	151,778	327,213
Rent	-	100,093
Real estate taxes	16,414	21,006
Repairs and maintenance	64,563	59,852
Utilities and telephone	78,011	73,796
Insurance	30,450	35,396
Officer life insurance	5,671	11,342
Vehicle expense	26,693	21,629
Office expense	43,686	55,184
Professional fees	55,833	51,678
Fees and registrations	28,119	39,127
Lobbying	30,385	52,219
Travel	47,604	73,564
Meals and entertainment	57,038	73,595
Marketing and advertising	5,120	10,203
Dues and subscriptions	1,159	2,160
Charitable contributions	8,062	26,915
Miscellaneous expense	4,400	6,867
Bad debt expense	-	18,375
Depreciation	120,632	150,871
Total General and Administrative Expenses	2,091,332	3,183,413
Profit From Operations Before Other Income (Expenses) (Carried Forward)	266,860	332,743

AEON NEXUS CORPORATION
AND
174 GLEN STREET, LLC

Consolidated Statements of Income and Retained Earnings

Years Ended December 31, 2017 and 2016

	2017	2016
Profit From Operations Before Other Income (Expenses) (Brought Forward)	266,860	332,743
Other Income (Expenses):		
Interest income	-	48
Debt forgiveness	-	24,853
Loss on sale of property and equipment	-	(2,889)
Interest expense	(174,835)	(160,190)
Total Other Income (Expenses)	(174,835)	(138,178)
Profit Before Income Taxes	92,025	194,565
Less: Corporate Income Taxes	5,005	4,062
Net Income	87,020	190,503
Retained Earnings (Deficit) at Beginning of Year	(29,752)	44,514
Less: Distributions	(89,390)	(264,769)
Accumulated Deficit at End of Year	$ (32,122)	$ (29,752)

See Independent Accountant's Review Report and Notes

AEON NEXUS CORPORATION
AND
174 GLEN STREET, LLC

Consolidated Statements of Cash Flows

December 31, 2017 and 2016

	2017	2016
Cash Flows From Operating Activities:		
Net Income	$ 87,020	$ 190,503
Adjustments to Reconcile Net Income to Net Cash		
Provided (Used) by Operating Activities:		
Depreciation and amortization of loan costs	133,375	163,614
Bad debt	-	18,375
Loss on sale of property and equipment	-	2,889
Debt forgiveness	-	(24,853)
(Increase) Decrease in:		
Accounts receivable	(328,792)	(169,970)
Increase (Decrease) in:		
Accounts payable	1,470	(246,838)
Retirement plan payable	2,579	769
Accrued expenses	26,341	(3,186)
Net Cash Provided (Used) by Operating Activities	(78,007)	(68,697)
Cash Flows From Investing Activities:		
Proceeds from sale of property and equipment	-	550
Refund of security deposit	-	10,446
Increase in loan receivable - stockholder	(65,000)	-
Net Cash Provided (Used) by Investing Activities	(65,000)	10,996
Cash Flows From Financing Activities:		
Borrowings on line of credit	403,843	325,000
Repayments of line of credit	(2,333)	-
Payments on long-term debt	(226,757)	(158,475)
Distributions to stockholder/member	(89,390)	(264,769)
Net Cash Provided (Used) by Financing Activities	85,363	(98,244)
Net Decrease in Cash and Cash Equivalents	(57,644)	(155,945)
Cash and Cash Equivalents at Beginning of Year	165,621	321,566
Cash and Cash Equivalents at End of Year	$ 107,977	$ 165,621

See Independent Accountant's Review Report and Notes

AEON NEXUS CORPORATION
AND
174 GLEN STREET, LLC

Consolidated Statements of Cash Flows

December 31, 2017 and 2016

	2017	2016
Supplemental Disclosures of Cash Flow Information:		
Cash Paid During the Year for:		
Interest	$ 162,092	$ 146,061
Income taxes	$ 5,005	$ 4,062

Summary of Significant Accounting Policies

This summary of significant accounting policies of Aeon Nexus Corporation and 174 Glen Street, LLC (the Company) is presented to assist in understanding the Company's financial statements. The financial statements and notes are representations of the Company's management, which is responsible for their integrity and objectivity. These accounting policies conform to accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of the financial statements.

Business Activity and Basis of Consolidation
Aeon Nexus Corporation is a solutions delivery and spend management company, providing reverse auctions for goods and services throughout the United States.

174 Glen Street, LLC is a real estate holding company formed in 2009 which leases real property located in Glens Falls, New York to Aeon Nexus Corporation. During 2011, the Corporation issued additional shares of stock to the sole stockholder of the Corporation in consideration for the transfer of the personally owned single member LLC, 174 Glen Street, LLC.

All intercompany assets, liabilities, revenues and expenses have been eliminated.

Use of Estimates
Management uses estimates and assumptions in preparing these financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported amounts of revenues and expenses. Actual results could vary from the estimates that were used.

Cash and Cash Equivalents
For the purpose of the statements of cash flows, the Company considers all highly-liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Accounts Receivable
Accounts receivable are uncollateralized obligations due under normal trade terms, requiring payment within 30 days from the invoice date.

Accounts receivable are stated at the amount billed. Account balances with invoices dated over 30 days are considered delinquent. However, the Company does not charge interest on delinquent accounts. Management periodically determines when those accounts are deemed uncollectible. At that point, those accounts are written off as bad debts. No finance charges are imposed on past due receivables. At December 31, 2017 and 2016 past due accounts receivable totaled $178,570 and $54,596, respectively. The Company considers accounts receivable at December 31, 2017 and 2016 to be fully collectible; accordingly, no allowance for doubtful accounts is required. If amounts become uncollectible, they will be charged to operations when that determination is made.

Property and Equipment
Property and equipment are stated at cost. Depreciation of property and equipment is computed using the straight-line or accelerated methods at rates based on the estimated useful lives or statutory recovery periods as follows:

Buildings and improvements	39 years
Furniture and equipment	5 – 7 years
Vehicles	5 years

Summary of Significant Accounting Policies - Continued

Property and Equipment - continued

Depreciation expense for the years ended December 31, 2017 and 2016 was $120,632 and $150,871, respectively.

Expenditures for major renewals and betterments that extend the useful lives of property and equipment are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred.

Income Taxes

Aeon Nexus Corporation, with the consent of its stockholder, has elected under the Internal Revenue Code to be an S Corporation. In lieu of corporation income taxes, the shareholders of an S Corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for Federal income taxes has been included in the financial statements for those entities. A minimum franchise filing fee for doing business in New York State is charged to each S Corporation and is recorded as an expense when incurred. Income taxes may be imposed upon the corporation in other states in which the Company does business.

During 2017 and 2016, various states imposed penalties and interest totaling $2,565 and $4,046, respectively, due to late filing of returns and payment of taxes. Penalties are included in miscellaneous expense and interest is included in interest expense on the consolidated statements of income and retained earnings.

As of December 31, 2017 the tax years that remain subject to examination by taxing authorities begin with 2014.

174 Glen Street, LLC, as a single member LLC, is consolidated with Aeon Nexus Corporation for tax purposes and does not file a separate return.

Marketing and Advertising

Marketing and advertising costs are generally charged to operations in the year incurred and totaled $5,120 and $10,203 for the years ended December 31, 2017 and 2016, respectively.

Accounting Pronouncements Adopted by the Company

In April 2015, the FASB issued ASU No. 2015-03, *Interest – Imputation of Interest (Subtopic 835-30): Simplifying the Presentation of Debt Issuance Costs.* This guidance requires that deferred debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of the associated debt liability, consistent with debt discounts and premiums. The Company adopted the provisions of ASU No. 2015-03 on January 1, 2017 and applied the provisions retrospectively, resulting in $160,324 of net deferred debt issuance costs being reclassified from other noncurrent assets to long-term liabilities, in the accompanying December 31, 2016 balance sheet. In addition, $12,743 was reclassified from amortization expense to interest expense in the accompanying December 31, 2016 consolidated statements of income and retained earnings.

Concentration of Credit Risk

The Company occasionally maintains deposits in excess of federally insured limits. The risk is managed by maintaining all deposits in high quality financial institutions. Cash balances at risk at December 31, 2017 and 2016 were $- and $-, respectively.

The Company's receivables include amounts from three customers which total $362,038 (representing 69%) of total receivables at December 31, 2017.

Concentration of Credit Risk - Continued

The Company's receivables include amounts from two customers which total $360,527 (representing 77%) of total receivables at December 31, 2016.

Accounts receivable

Accounts receivable consisted of:

	2017	2016
Billed	$ 525,101	$ 470,864
Unbilled	274,555	-
Total Accounts receivable	$ 799,656	$ 470,864

Line of Credit

Aeon Nexus Corporation has a $700,000 line of credit available through NBT Bank. The balance outstanding at December 31, 2017 and 2016 was $678,843 and $675,000, respectively. Interest only payments are due monthly at a variable rate based on the Wall Street Journal Prime Rate plus 75 basis points (WSJP+.75%). The line is guaranteed by the sole stockholder and his spouse. See the Long-Term Debt footnote for assigned collateral.

Aeon Nexus Corporation opened a line of credit available through Capital Bank in July 2017. The balance outstanding at December 31, 2017 was $397,667. Interest only payments are due monthly at a variable rate based on the Wall Street Journal Prime Rate plus 75 basis points (WSJP+.75%). The line is guaranteed by the sole stockholder. See the Long-Term Debt footnote for assigned collateral.

Long-Term Debt

Long-term debt consisted of the following:	2017	2016
A convertible loan payable to Empire State Development Corp., with interest paid monthly at 3% for five years, with outstanding principal due in full on the 60th month. The loan principal was subject to incremental reductions of 20% ($29,000) annually over the five year term upon timely submission of an annual principal reduction request form verifying job commitments and loan compliance. As of December 31, 2016, the loan is no longer subject to incremental reductions. Repayment terms for the unpaid balance call for twelve monthly installments, interest-free, of $2,762 beginning July 2017. The loan is guaranteed by the stockholder.	$ 13,811	$ 33,147
A loan payable to NBT Bank, secured by all business assets, payable in monthly installments of $5,880, including interest at 6.24%, through July, 2018, guaranteed by the sole stockholder. See below for assigned collateral. Loan was paid in full on October 25, 2017.	-	108,135

Long-Term Debt - Continued	2017	2016
At December 31, 2014, the debt consisted of an interim construction loan payable to NBT Bank, secured by real property at 138 State Street, Albany, NY, with interest only paid monthly at a variable rate based on the Wall Street Journal Prime Rate plus 200 basis points (WSJP+2%), per annum, floating daily, with a floor of 5.25%. Upon completion of construction, the loan was split into two mortgages. In 2015, an additional $364,856 was borrowed resulting in a permanent first mortgage payable to NBT Bank in the amount of $1,555,000, payable in monthly installments of $10,049 for 20 years. The mortgage has a fixed interest rate of 4.75% for the first five years, and will be repriced at the Five Year Federal Home Loan Bank Regular Fixed Rate Index for 5-years maturities plus 250 basis points for the second five years and will have a floor rate of 4.75%. See below for assigned collateral.	1,456,307	1,505,454
A second mortgage with NYBDC, secured by real property at 138 State Street, Albany, NY, in the amount of $1,280,000 is payable in monthly installments of $8,706, including interest at a fixed rate of 2.75% and loan fees of $1,773, for 20 years. See below for assigned collateral.	1,176,196	1,226,335
Total long-term debt	2,646,314	2,873,071
Less: current portion	(117,904)	(185,305)
Long-term debt, net of current portion	$ 2,528,410	$ 2,687,766

Maturities of long-term debt are as follows:

Years ending December 31,		
2018	$	117,904
2019		108,219
2020		112,149
2021		116,569
2022		120,868
Thereafter		2,070,605
Total	$	2,646,314

Long-Term Debt - Continued

The NBT Bank loan payable is collateralized by first mortgages on real property at 138 State Street, Albany, NY, 174 Glen Street, Glens Falls, NY and 203 Bay Street, Glens Falls, NY; first assignment of rents and leases; first security in all fixtures and assignment of all construction contracts along with assignments of all permits, approvals, and architectural plans, specifications and drawings associated with the construction project at 138 State Street. The loan is guaranteed by the sole stockholder and his spouse along with a guaranty of 174 Glen Street, LLC.

Loan costs are amortized over the life of each loan and recorded as an adjustment to interest expense. Loan costs associated with the NBT Bank loan maturing July 2018 are being amortized at a rate of $4,416 per year with 7 months remaining, yielding an imputed interest rate of 9.09%. Loan costs associated with the construction loan payable to NBT bank maturing September 2025 are being amortized at a rate of $1,575 per year with 8 years remaining, yielding an imputed interest rate of 5.18%. Loan costs associated with the NYBDC loan maturing November 2035 are being amortized at a rate of $6,752 per year with 18 years remaining, yielding an imputed interest rate of 6.96%. Amortization expense included in interest expense on the consolidated statements of income and retained earnings for the years ended December 31, 2017 and 2016 was $12,743 and $12,743, respectively.

Loan Payable - Stockholder

The stockholder advanced funds to the Company. The outstanding balance at December 31, 2017 and 2016 was $115,887 and $115,887, respectively. The repayment terms have not been stated and interest is accruing at a rate of 1.09%. No repayment is currently allowed under financial covenants with the bank.

Retirement Plan

Aeon Nexus Corporation has a qualified cash or deferred compensation plan under Section 401(k) of the Internal Revenue Code. Under the plan, all employees over the age of 21 with more than one year of service may elect to defer from three to fifteen percent (3% to 15%) of their salary, subject to Internal Revenue Service limits. Aeon Nexus Corporation contributes a matching 100% of the first 4% of employee contributions. Company contributions to the plan amounted to $23,105 and $20,651 for the years ended December 31, 2017 and 2016, respectively.

Operating Leases

In April, 2015, the Company entered into a three year lease agreement for property located in Miami, Florida. The lease called for monthly rental payments of $5,399, including sales tax, for the first year, with monthly rental payments increasing 5% in each subsequent year. This lease was terminated in October, 2016 and included payment of a termination fee of $40,040.

Rent expense for the years ended December 31, 2017 and 2016 was $- and $100,093, respectively.

The Company leases office equipment from an unrelated party. One five year lease commenced in August, 2013 at a monthly payment of $217. A second five year lease commenced May, 2015 at a monthly payment of $210. Lease expense for the years ended December 31, 2017 and 2016 was $5,121 and $5,121, respectively, and is included in office expense on the consolidated statements of income and retained earnings.

AEON NEXUS CORPORATION
AND
174 GLEN STREET, LLC

Notes to Consolidated Financial Statements

December 31, 2017 and 2016

Operating Leases - Continued

Future minimum rentals under operating leases are as follows:

Years ending December 31,		
2018	$	4,037
2019		2,521
2020		840
Total	$	7,398

Related Party Transactions

The following balances existed and transactions occurred between the Company and related individuals for the years ended December 31, 2017 and 2016:

	2017	2016
Loan receivable - stockholder	$ 65,000	$ -
Loan payable - stockholder	115,887	115,887
Interest expense	1,263	846

All the details related to the balances and terms of the transactions are contained in the disclosures under the appropriate accounts except for loan receivable – stockholder.

Subsequent Events

The Company has evaluated all events through July 26, 2018, the date which these consolidated financial statements were available to be issued, and determined that the following subsequent event requires disclosure:

The Company entered into a commercial lease agreement with an unrelated party commencing in March, 2018 at $3,000 per month for the utilization of part of the Company's office space at 174 Glen Street.

AEON NEXUS CORPORATION
AND
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Independent Accountant's Review Report

Consolidated Financial Statements

Years Ended December 31, 2018 and 2017

AEON NEXUS CORPORATION
AND
174 GLEN STREET, LLC

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INDEPENDENT ACCOUNTANT'S REVIEW REPORT

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Aeon Nexus Corporation and 174 Glen Street, LLC
Albany, New York

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Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America: this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the consolidated financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the consolidated financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying consolidated financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Whittemore, Dowen & Ricciardelli, LLP

Whittemore, Dowen & Ricciardelli, LLP
Queensbury, New York

September 16, 2019

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AEON NEXUS CORPORATION
AND
174 GLEN STREET, LLC

Consolidated Balance Sheets

December 31, 2018 and 2017

ASSETS	2018	2017
Current Assets:		
Cash in banks and on hand	$ 73,039	$ 107,977
Accounts receivable	811,704	799,656
Prepaid corporate income taxes	2,000	-
Total Current Assets	886,743	907,633
Property and Equipment:		
Land and buildings	325,000	325,000
Building improvements	2,808,240	2,808,240
Furniture and equipment	354,254	354,254
Vehicles	32,328	32,328
Total Property and Equipment	3,519,822	3,519,822
Less: Accumulated Depreciation	(747,799)	(644,462)
Net Property and Equipment	2,772,023	2,875,360
Other Assets:		
Loan receivable - stockholder	65,000	65,000
Total Other Assets	65,000	65,000
Total Assets	$ 3,723,766	$ 3,847,993

See Independent Accountant's Review Report and Notes

AEON NEXUS CORPORATION
AND
174 GLEN STREET, LLC

Consolidated Balance Sheets

December 31, 2018 and 2017

LIABILITIES AND STOCKHOLDER'S EQUITY	2018	2017
Current Liabilities:		
Accounts payable	$ 88,085	$ 114,947
Line of credit	1,038,999	1,076,510
Current portion of long-term debt	108,219	117,904
Retirement plan payable	2,700	3,348
Accrued expenses	42,297	39,088
Corporate income taxes payable	-	800
Total Current Liabilities	1,280,300	1,352,597
Long-Term Liabilities:		
Loan payable - stockholder	115,887	115,887
Long-term debt, net of current portion	2,421,190	2,528,410
Less: unamortized closing costs, net of accumulated amortization of		
$60,768 and $49,866, respectively	(136,679)	(147,581)
Total Long-Term Liabilities	2,400,398	2,496,716
Total Liabilities	3,680,698	3,849,313
Stockholder's Equity:		
Capital stock - no par common; 100 shares authorized,		
97 shares issued and outstanding	30,802	30,802
Retained Earnings (Deficit)	12,266	(32,122)
Total Stockholder's Equity	43,068	(1,320)
Total Liabilities and Stockholder's Equity	$ 3,723,766	$ 3,847,993

See Independent Accountant's Review Report and Notes

AEON NEXUS CORPORATION
AND
174 GLEN STREET, LLC

Consolidated Statements of Income and Retained Earnings

Years Ended December 31, 2018 and 2017

	2018	2017
Revenues	$ 3,933,687	$ 7,355,737
Cost of Sales	2,231,192	4,997,545
Gross Profit	1,702,495	2,358,192
General and Administrative Expenses:		
Salaries, officers	54,702	123,285
Salaries and wages	709,463	1,027,916
Payroll taxes	64,596	91,776
Employee benefits	62,754	49,632
Retirement plan	16,105	23,105
Consulting	35,020	151,778
Real estate taxes	14,862	16,414
Repairs and maintenance	21,387	64,563
Utilities and telephone	54,790	78,011
Insurance	29,097	30,450
Officer life insurance	5,671	5,671
Vehicle expense	28,609	26,693
Office expense	41,652	43,686
Professional fees	28,785	55,833
Fees and registrations	35,608	28,119
Lobbying	-	30,385
Travel	38,372	47,604
Meals and entertainment	61,881	57,038
Marketing and advertising	1,354	5,120
Dues and subscriptions	303	1,159
Charitable contributions	20,052	8,062
Miscellaneous expense	4,634	4,400
Depreciation	95,480	120,632
Total General and Administrative Expenses	1,425,177	2,091,332
Profit From Operations Before Other Income (Expenses) (Carried Forward)	277,318	266,860

See Independent Accountant's Review Report and Notes

AEON NEXUS CORPORATION
AND
174 GLEN STREET, LLC

Consolidated Statements of Income and Retained Earnings

Years Ended December 31, 2018 and 2017

	2018	2017
Profit From Operations Before Other Income (Expenses) (Brought Forward)	277,318	266,860
Other Income (Expenses):		
Interest income	191	-
Net rental income	13,060	-
Interest expense	(182,099)	(174,835)
Total Other Income (Expenses)	(168,848)	(174,835)
Profit Before Income Taxes	108,470	92,025
Corporate Income Taxes	1,150	5,005
Net Income	107,320	87,020
Retained Earnings (Deficit) at Beginning of Year	(32,122)	(29,752)
Distributions to stockholder/member	(62,932)	(89,390)
Retained Earnings (Deficit) at End of Year	$ 12,266	$ (32,122)

AEON NEXUS CORPORATION
AND
174 GLEN STREET, LLC

Consolidated Statements of Cash Flows

December 31, 2018 and 2017

	2018	2017
Cash Flows From Operating Activities:		
Net Income	$ 107,320	$ 87,020
Adjustments to Reconcile Net Income to Net Cash		
Provided (Used) by Operating Activities:		
Depreciation and amortization of loan costs	114,239	133,375
(Increase) Decrease in:		
Accounts receivable	(12,048)	(328,792)
Prepaid corporate income taxes	(2,000)	-
Increase (Decrease) in:		
Accounts payable	(26,862)	1,470
Retirement plan payable	(648)	2,579
Accrued expenses	3,209	26,341
Corporate income taxes payable	(800)	-
Net Cash Provided (Used) by Operating Activities	182,410	(78,007)
Cash Flows From Investing Activities:		
Increase in loan receivable - stockholder	-	(65,000)
Net Cash Provided (Used) by Investing Activities	-	(65,000)
Cash Flows From Financing Activities:		
Borrowings on line of credit	1,623,699	403,843
Repayments of line of credit	(1,661,210)	(2,333)
Payments on long-term debt	(116,905)	(226,757)
Distributions to stockholder/member	(62,932)	(89,390)
Net Cash Provided (Used) by Financing Activities	(217,348)	85,363
Net Decrease in Cash and Cash Equivalents	(34,938)	(57,644)
Cash and Cash Equivalents at Beginning of Year	107,977	165,621
Cash and Cash Equivalents at End of Year	$ 73,039	$ 107,977

See Independent Accountant's Review Report and Notes

AEON NEXUS CORPORATION
AND
174 GLEN STREET, LLC

Consolidated Statements of Cash Flows

December 31, 2018 and 2017

	2018	2017
Supplemental Disclosures of Cash Flow Information:		
Cash Paid During the Year for:		
Interest	$ 185,009	$ 171,545
Income taxes	$ 3,950	$ 5,005

Summary of Significant Accounting Policies

This summary of significant accounting policies of Aeon Nexus Corporation and 174 Glen Street, LLC (the Company) is presented to assist in understanding the Company's financial statements. The financial statements and notes are representations of the Company's management, which is responsible for their integrity and objectivity. These accounting policies conform to accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of the financial statements.

Business Activity and Basis of Consolidation
Aeon Nexus Corporation is a solutions delivery and spend management company, providing reverse auctions for goods and services throughout the United States.

174 Glen Street, LLC is a real estate holding company formed in 2009 which leases real property located in Glens Falls, New York to Aeon Nexus Corporation.

All intercompany assets, liabilities, revenues and expenses have been eliminated.

Use of Estimates
Management uses estimates and assumptions in preparing these financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported amounts of revenues and expenses. Actual results could vary from the estimates that were used.

Cash and Cash Equivalents
For the purpose of the statements of cash flows, the Company considers all highly-liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Accounts Receivable
Accounts receivable are uncollateralized obligations due under normal trade terms, requiring payment within 30 days from the invoice date.

Accounts receivable are stated at the amount billed. Account balances with invoices dated over 30 days are considered delinquent. However, the Company does not charge interest on delinquent accounts. Management periodically determines when those accounts are deemed uncollectible. At that point, those accounts are written off as bad debts. No finance charges are imposed on past due receivables. At December 31, 2018 and 2017 past due accounts receivable totaled $440,078 and $178,570, respectively. The Company considers accounts receivable at December 31, 2018 and 2017 to be fully collectible; accordingly, no allowance for doubtful accounts is required. If amounts become uncollectible, they will be charged to operations when that determination is made.

Property and Equipment
Property and equipment are stated at cost. Depreciation of property and equipment is computed using the straight-line or accelerated methods at rates based on the estimated useful lives or statutory recovery periods as follows:

Buildings and improvements	39 years
Furniture and equipment	5 – 7 years
Vehicles	5 years

Summary of Significant Accounting Policies - Continued

Property and Equipment - continued
Depreciation expense for the years ended December 31, 2018 and 2017 was $103,337 and $120,632, respectively. Depreciation expense in net rental income was $7,857 for the year ended December 31, 2018.

Expenditures for major renewals and betterments that extend the useful lives of property and equipment are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred.

Income Taxes
Aeon Nexus Corporation, with the consent of its stockholder, has elected under the Internal Revenue Code to be an S Corporation. In lieu of corporation income taxes, the shareholders of an S Corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for Federal income taxes has been included in the financial statements for those entities. A minimum franchise filing fee for doing business in New York State is charged to each S Corporation and is recorded as an expense when incurred. Income taxes may be imposed upon the corporation in other states in which the Company does business.

During 2017, various states imposed penalties and interest totaling $2,565 due to late filing of returns and payment of taxes. Penalties are included in miscellaneous expense and interest is included in interest expense on the consolidated statements of income and retained earnings. No penalties or interest were imposed in 2018.

In accordance with generally accepted accounting principles, the Company accounts for uncertainty in income taxes by recognizing tax positions in the financial statements when it is more-likely-than-not the positions will be sustained upon examination by tax authorities. As of December 31, 2018, the Company believes that it has the appropriate support for the income tax positions taken on its tax returns and, therefore, believes that it has no uncertain tax positions that would have a material impact on the financial statements. As of December 31, 2018 the tax years that remain open to examination by taxing authorities begin with 2015.

174 Glen Street, LLC, as a single member LLC, is consolidated with Aeon Nexus Corporation for tax purposes and does not file a separate return.

Marketing and Advertising
Marketing and advertising costs are generally charged to operations in the year incurred and totaled $1,354 and $5,120 for the years ended December 31, 2018 and 2017, respectively.

Accounting Pronouncements Adopted by the Company
In April 2015, the FASB issued ASU No. 2015-03, *Interest – Imputation of Interest (Subtopic 835-30): Simplifying the Presentation of Debt Issuance Costs.* This guidance requires that deferred debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of the associated debt liability, consistent with debt discounts and premiums.

Concentration of Credit Risk

The Company occasionally maintains deposits in excess of federally insured limits. The risk is managed by maintaining all deposits in high quality financial institutions. No cash balances were at risk at December 31, 2018 and 2017.

Concentration of Credit Risk - Continued

The Company's receivables include amounts from four customers which total $443,769 (representing 78%) of total receivables at December 31, 2018.

The Company's receivables include amounts from two customers which total $362,038 (representing 69%) of total receivables at December 31, 2017.

Accounts receivable

Accounts receivable consisted of:

	2018	2017
Billed	$ 567,512	$ 525,101
Unbilled	244,192	274,555
Total Accounts receivable	$ 811,704	$ 799,656

Line of Credit

Aeon Nexus Corporation has a $700,000 line of credit available through NBT Bank. The balance outstanding at December 31, 2018 and 2017 was $648,003 and $678,843, respectively. Interest only payments are due monthly at a variable rate based on the Wall Street Journal Prime Rate plus 75 basis points (WSJP+.75%), currently at 6.75%. The line is guaranteed by the sole stockholder and his spouse. See the Long-Term Debt footnote for assigned collateral.

Aeon Nexus Corporation has a $400,000 line of credit available through Capital Bank. The balance outstanding at December 31, 2018 and 2017 was $390,996 and $397,667, respectively. Interest only payments are due monthly at a variable rate based on the Wall Street Journal Prime Rate plus 75 basis points (WSJP+.75%), currently at 8.25%. The line is guaranteed by the sole stockholder. See the Long-Term Debt footnote for assigned collateral.

Long-Term Debt

Long-term debt consisted of the following:	2018	2017
A convertible loan payable to Empire State Development Corp., with interest paid monthly at 3% for five years, with outstanding principal due in full on the 60th month. The loan principal was subject to incremental reductions of 20% ($29,000) annually over the five year term upon timely submission of an annual principal reduction request form verifying job commitments and loan compliance. As of December 31, 2016, the loan was no longer subject to incremental reductions. Repayment terms for the unpaid balance call for twelve monthly installments, interest-free, of $2,762 beginning July 2017. The loan is guaranteed by the stockholder.	$ -	$ 13,811

Long-Term Debt - Continued	2018	2017
At December 31, 2014, the debt consisted of an interim construction loan payable to NBT Bank, secured by real property at 138 State Street, Albany, NY, with interest only paid monthly at a variable rate based on the Wall Street Journal Prime Rate plus 200 basis points (WSJP+2%), per annum, floating daily, with a floor of 5.25%. Upon completion of construction, the loan was split into two mortgages. In 2015, an additional $364,856 was borrowed resulting in a permanent first mortgage payable to NBT Bank in the amount of $1,555,000, payable in monthly installments of $10,049 for 20 years. The mortgage has a fixed interest rate of 4.75% for the first five years, and will be repriced at the Five Year Federal Home Loan Bank Regular Fixed Rate Index for 5-years maturities plus 250 basis points for the second five years and will have a floor rate of 4.75%. See below for assigned collateral.	1,404,728	1,456,307
A second mortgage with NYBDC, secured by real property at 138 State Street, Albany, NY, in the amount of $1,280,000 is payable in monthly installments of $8,706, including interest at a fixed rate of 2.75% and loan fees of $1,773, for 20 years. See below for assigned collateral.	1,124,681	1,176,196
Total long-term debt	2,529,409	2,646,314
Less: current portion	(108,219)	(117,904)
Long-term debt, net of current portion	$ 2,421,190	$ 2,528,410

Maturities of long-term debt are as follows:

Years ending December 31,		
2019	$	108,219
2020		112,149
2021		116,569
2022		120,868
2023		125,953
Thereafter		1,945,651
Total	$	2,529,409

The NBT Bank loan payable is collateralized by first mortgages on real property at 138 State Street, Albany, NY, 174 Glen Street, Glens Falls, NY and 203 Bay Street, Glens Falls, NY; first assignment of rents and leases; first security in all fixtures and assignment of all construction contracts along with assignments of all permits, approvals, and architectural plans, specifications and drawings associated with the construction project at 138 State Street. The loan is guaranteed by the sole stockholder and his spouse along with a guaranty of 174 Glen Street, LLC.

Long-Term Debt - Continued

Loan costs are amortized over the life of each loan and recorded as an adjustment to interest expense. Loan costs associated with the NBT Bank loan maturing July 2018 are being amortized at a rate of $4,416 per year, yielding an imputed interest rate of 9.09%. Loan costs associated with the construction loan payable to NBT bank maturing September 2025 are being amortized at a rate of $1,575 per year with 8 years remaining, yielding an imputed interest rate of 5.18%. Loan costs associated with the NYBDC loan maturing November 2035 are being amortized at a rate of $6,752 per year with 18 years remaining, yielding an imputed interest rate of 6.96%. Amortization expense included in interest expense on the consolidated statements of income and retained earnings for the years ended December 31, 2018 and 2017 was $10,902 and $12,743, respectively.

Loan Payable - Stockholder

The stockholder advanced funds to the Company. The outstanding balance at both December 31, 2018 and 2017 was $115,887. The repayment terms have not been stated and interest is accruing at a rate of 1.09%. No repayment is currently allowed under financial covenants with the bank.

Retirement Plan

Aeon Nexus Corporation has a qualified cash or deferred compensation plan under Section 401(k) of the Internal Revenue Code. Under the plan, all employees over the age of 21 with more than one year of service may elect to defer from three to fifteen percent (3% to 15%) of their salary, subject to Internal Revenue Service limits. Aeon Nexus Corporation contributes a matching 100% of the first 4% of employee contributions. Company contributions to the plan amounted to $14,455 and $21,455 for the years ended December 31, 2018 and 2017, respectively. Retirement plan fees were $1,650 for both years ended December 31, 2018 and 2017.

Operating Leases

The Company leases office equipment from an unrelated party. One five year lease commenced in August, 2013 at a monthly payment of $217. A second five year lease commenced May, 2015 at a monthly payment of $210. Lease expense for the years ended December 31, 2018 and 2017 was $4,037 and $5,121, respectively, and is included in office expense on the consolidated statements of income and retained earnings.

Future minimum rentals under operating leases are as follows:

Years ending December 31,		
2019	$	2,521
2020		840
Total	$	3,361

AEON NEXUS CORPORATION
AND
174 GLEN STREET, LLC

Notes to Consolidated Financial Statements

December 31, 2018 and 2017

Related Party Transactions

The following balances existed and transactions occurred between the Company and related individuals for the years ended December 31, 2018 and 2017:

	2018		2017	
Loan receivable - stockholder	$	65,000	$	65,000
Loan payable - stockholder		115,887		115,887
Interest expense		1,263		1,263

All the details related to the balances and terms of the transactions are contained in the disclosures under the appropriate accounts except for loan receivable – stockholder.

Subsequent Events

The Company has evaluated all events through September 16, 2019, the date which these consolidated financial statements were available to be issued, and determined that there are no subsequent events which require disclosure.

AEON NEXUS CORPORATION
AND
174 GLEN STREET, LLC

Independent Accountant's Review Report

Consolidated Financial Statements

Years Ended December 31, 2019 and 2018

WDR | WHITTEMORE, DOWEN
& RICCIARDELLI, LLP
CPAs & Business Advisors

AEON NEXUS CORPORATION
AND
174 GLEN STREET, LLC

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WHITTEMORE, DOWEN & RICCIARDELLI, LLP

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INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To The Board of Directors and Member
Aeon Nexus Corporation and 174 Glen Street, LLC
Albany, New York

We have reviewed the accompanying consolidated financial statements of Aeon Nexus Corporation (an S-corporation) and 174 Glen Street, LLC (a single member LLC), which comprise the consolidated balance sheets as of December 31, 2019 and 2018, and the related consolidated statements of income and retained earnings, and cash flows for the years then ended, and the related notes to the consolidated financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the consolidated financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America: this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the consolidated financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the consolidated financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying consolidated financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Whittemore, Dowen & Ricciardelli, LLP

Whittemore, Dowen & Ricciardelli, LLP
Queensbury, New York

May 15, 2020

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AEON NEXUS CORPORATION
AND
174 GLEN STREET, LLC

Consolidated Balance Sheets

December 31, 2019 and 2018

ASSETS	2019	2018
Current Assets:		
Cash in banks and on hand	$ 161,346	$ 73,039
Accounts receivable	913,027	811,704
Prepaid corporate income taxes	-	2,000
Total Current Assets	1,074,373	886,743
Property and Equipment:		
Land	75,000	75,000
Buildings and improvements	3,058,240	3,058,240
Furniture and equipment	354,254	354,254
Vehicles	32,328	32,328
Total Property and Equipment	3,519,822	3,519,822
Less: Accumulated Depreciation	(850,465)	(747,799)
Net Property and Equipment	2,669,357	2,772,023
Other Assets:		
Loan receivable - stockholder	-	65,000
Total Other Assets	-	65,000
Total Assets	$ 3,743,730	$ 3,723,766

See Independent Accountant's Review Report and Notes

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AEON NEXUS CORPORATION
AND
174 GLEN STREET, LLC

Consolidated Balance Sheets

December 31, 2019 and 2018

LIABILITIES AND STOCKHOLDER'S EQUITY	2019	2018
Current Liabilities:		
Accounts payable	$ 85,483	$ 88,085
Line of credit	1,023,983	1,038,999
Current portion of long-term debt	112,149	108,219
Retirement plan payable	14,617	2,700
Accrued expenses	43,422	42,297
Corporate income taxes payable	2,550	-
Total Current Liabilities	1,282,204	1,280,300
Long-Term Liabilities:		
Loan payable - stockholder	115,887	115,887
Long-term debt, net of current portion	2,310,244	2,421,190
Less: unamortized closing costs, net of accumulated amortization of		
$69,095 and $60,768, respectively	(128,352)	(136,679)
Total Long-Term Liabilities	2,297,779	2,400,398
Total Liabilities	3,579,983	3,680,698
Stockholder's Equity:		
Capital stock - no par common; 100 shares authorized,		
97 shares issued and outstanding	30,802	30,802
Retained earnings	132,945	12,266
Total Stockholder's Equity	163,747	43,068
Total Liabilities and Stockholder's Equity	$ 3,743,730	$ 3,723,766

See Independent Accountant's Review Report and Notes

AEON NEXUS CORPORATION
AND
174 GLEN STREET, LLC

Consolidated Statements of Income and Retained Earnings

Years Ended December 31, 2019 and 2018

	2019	2018
Revenues	$ 5,059,876	$ 3,933,687
Cost of Sales	3,222,255	2,231,192
Gross Profit	1,837,621	1,702,495
General and Administrative Expenses:		
Salaries, officers	22,623	54,702
Salaries and wages	875,878	709,463
Payroll taxes	72,895	64,596
Employee benefits	40,085	62,754
Retirement plan	13,157	16,105
Consulting	-	35,020
Real estate taxes	33,911	14,862
Repairs and maintenance	22,308	21,387
Utilities and telephone	49,473	54,790
Insurance	50,518	29,097
Officer life insurance	5,671	5,671
Vehicle expense	25,616	28,609
Office expense	43,257	41,652
Professional fees	23,470	28,785
Fees and registrations	45,078	35,608
Travel	42,159	38,372
Meals and entertainment	60,650	61,881
Marketing and advertising	1,351	1,354
Dues and subscriptions	303	303
Charitable contributions	5,889	20,052
Miscellaneous expense	3,543	4,634
Depreciation	86,956	95,480
Total General and Administrative Expenses	1,524,791	1,425,177
Profit From Operations Before Other Income (Expenses) (Carried Forward)	312,830	277,318

AEON NEXUS CORPORATION
AND
174 GLEN STREET, LLC

Consolidated Statements of Income and Retained Earnings

Years Ended December 31, 2019 and 2018

	2019	2018
Profit From Operations Before Other Income (Expenses) (Brought Forward)	312,830	277,318
Other Income (Expenses):		
Interest income	-	191
Net rental income, net of depreciation of $15,710 and $7,857, respectively	1,272	13,060
Interest expense	(171,770)	(182,099)
Total Other Income (Expenses)	(170,498)	(168,848)
Profit Before Income Taxes	142,332	108,470
Corporate Income Taxes	4,582	1,150
Net Income	137,750	107,320
Retained Earnings (Deficit) at Beginning of Year	12,266	(32,122)
Distributions to stockholder/member	(17,071)	(62,932)
Retained Earnings at End of Year	$ 132,945	$ 12,266

See Independent Accountant's Review Report and Notes

AEON NEXUS CORPORATION
AND
174 GLEN STREET, LLC

Consolidated Statements of Cash Flows

December 31, 2019 and 2018

	2019	2018
Cash Flows From Operating Activities:		
Net Income	$ 137,750	$ 107,320
Adjustments to Reconcile Net Income to Net Cash		
Provided (Used) by Operating Activities:		
Depreciation	102,666	103,337
Amortization of loan costs	8,327	10,902
(Increase) Decrease in:		
Accounts receivable	(101,323)	(12,048)
Prepaid corporate income taxes	2,000	(2,000)
Increase (Decrease) in:		
Accounts payable	(2,602)	(26,862)
Retirement plan payable	11,917	(648)
Accrued expenses	1,125	3,209
Corporate income taxes payable	2,550	(800)
Net Cash Provided (Used) by Operating Activities	162,410	182,410
Cash Flows From Investing Activities:		
Decrease in loan receivable - stockholder	65,000	-
Net Cash Provided (Used) by Investing Activities	65,000	-
Cash Flows From Financing Activities:		
Borrowings on line of credit	694,016	1,623,699
Repayments of line of credit	(709,032)	(1,661,210)
Payments on long-term debt	(107,016)	(116,905)
Distributions to stockholder/member	(17,071)	(62,932)
Net Cash Provided (Used) by Financing Activities	(139,103)	(217,348)
Net Increase (Decrease) in Cash and Cash Equivalents	88,307	(34,938)
Cash and Cash Equivalents at Beginning of Year	73,039	107,977
Cash and Cash Equivalents at End of Year	$ 161,346	$ 73,039

See Independent Accountant's Review Report and Notes

AEON NEXUS CORPORATION
AND
174 GLEN STREET, LLC

Consolidated Statements of Cash Flows

December 31, 2019 and 2018

	2019	2018
Supplemental Disclosures of Cash Flow Information:		
Cash Paid During the Year for:		
Interest	$ 162,115	$ 185,009
Income taxes	$ 5,132	$ 3,950

Summary of Significant Accounting Policies

This summary of significant accounting policies of Aeon Nexus Corporation and 174 Glen Street, LLC (the Company) is presented to assist in understanding the Company's financial statements. The financial statements and notes are representations of the Company's management, which is responsible for their integrity and objectivity. These accounting policies conform to accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of the financial statements.

Business Activity and Revenue Recognition
Aeon Nexus Corporation is a solutions delivery and spend management company, providing reverse auctions for goods and services throughout the United States. Revenue is derived from contracts with customers for the sale of goods and services at the point in time when the goods and services underlying the performance obligation are transferred to the customer.

New Pronouncement
The Financial Accounting Standards Board (FASB) issued new guidance that created Topic 606, *Revenue From Contracts With Customers*. This pronouncement supersedes previous revenue recognition guidance and requires the recognition of revenue when promised goods or services are transferred to customers in an amount that reflects the consideration that an entity expects to be entitled in exchange for those goods or services. The new guidance also added a subtopic, *Other Assets and Deferred Costs – Contracts With Customers*, which requires the deferral of incremental costs of obtaining a contract. Management has adopted the new pronouncement and believes that such adoption does not materially change its methods for recording contract revenues. Therefore, there is no restatement of previously reported retained earnings.

Basis of Consolidation
174 Glen Street, LLC is a real estate holding company formed in 2009 which leases real property located in Glens Falls, New York to Aeon Nexus Corporation.

All intercompany assets, liabilities, revenues and expenses have been eliminated.

Use of Estimates
Management uses estimates and assumptions in preparing these financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported amounts of revenues and expenses. Actual results could vary from the estimates that were used.

Cash and Cash Equivalents
For the purpose of the consolidated statements of cash flows, the Company considers all highly-liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Accounts Receivable
Accounts receivable are uncollateralized obligations due under normal trade terms, requiring payment within 30 days from the invoice date.

Accounts receivable are stated at the amount billed. Account balances with invoices dated over 30 days are considered delinquent. However, the Company does not charge interest on delinquent accounts. Management periodically determines when those accounts are deemed uncollectible. At that point, those accounts are written off as bad debts. No finance charges are imposed on past due receivables. At December 31, 2019 and 2018 past due accounts receivable totaled $570,989 and $440,078, respectively.

Summary of Significant Accounting Policies – Continued

Accounts Receivable – Continued
The Company considers accounts receivable at December 31, 2019 and 2018 to be fully collectible; accordingly, no allowance for doubtful accounts is required. If amounts become uncollectible, they will be charged to operations when that determination is made.

Property and Equipment
Property and equipment are stated at cost. Depreciation of property and equipment is computed using the straight-line or accelerated methods at rates based on the estimated useful lives or statutory recovery periods as follows:

Buildings and improvements	39 years
Furniture and equipment	5 – 7 years
Vehicles	5 years

Depreciation expense for the years ended December 31, 2019 and 2018 was $102,666 and $103,337, respectively. Depreciation expense in net rental income was $15,710 and $7,857 for the years ended December 31, 2019 and 2018, respectively.

Expenditures for major renewals and betterments that extend the useful lives of property and equipment are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred.

Income Taxes
Aeon Nexus Corporation, with the consent of its stockholder, has elected under the Internal Revenue Code to be an S Corporation. In lieu of corporation income taxes, the shareholders of an S Corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for Federal income taxes has been included in the financial statements for those entities. A minimum franchise filing fee for doing business in New York State is charged to each S Corporation and is recorded as an expense when incurred. Income taxes may be imposed upon the corporation in other states in which the Company does business.

174 Glen Street, LLC, as a single member LLC, is consolidated with Aeon Nexus Corporation for tax purposes and does not file a separate return.

Uncertain Tax Positions
In accordance with generally accepted accounting principles, the Company accounts for uncertainty in income taxes by recognizing tax positions in the financial statements when it is more-likely-than-not the positions will be sustained upon examination by tax authorities. As of December 31, 2019, the Company believes that it has the appropriate support for the income tax positions taken on its tax returns and, therefore, believes that it has no uncertain tax positions that would have a material impact on the financial statements. As of December 31, 2019 the tax years that remain open to examination by taxing authorities begin with 2016.

Marketing and Advertising
Marketing and advertising is generally charged to operations in the year incurred and totaled $1,351 and $1,354 for the years ended December 31, 2019 and 2018, respectively.

Concentration of Credit Risk

The Company occasionally maintains deposits in excess of federally insured limits. The risk is managed by maintaining all deposits in high quality financial institutions. No cash balances were at risk at December 31, 2019 and 2018.

The Company's receivables include amounts from two customers which total $380,425 (representing 42%) of total receivables at December 31, 2019.

The Company's receivables include amounts from four customers which total $443,769 (representing 55%) of total receivables at December 31, 2018.

Accounts Receivable

Accounts receivable consisted of:

	2019	2018
Billed	$ 646,614	$ 567,512
Unbilled	266,413	244,192
Total accounts receivable	$ 913,027	$ 811,704

Line of Credit

Aeon Nexus Corporation has a $700,000 line of credit available through NBT Bank. The balance outstanding at December 31, 2019 and 2018 was $694,016 and $648,003, respectively. Interest only payments are due monthly at a variable rate based on the Wall Street Journal Prime Rate plus 75 basis points (WSJP+.75%), currently at 6.25%. The line is guaranteed by the sole stockholder and his spouse. See the Long-Term Debt footnote for assigned collateral.

Aeon Nexus Corporation has a $400,000 line of credit available through Capital Bank. The balance outstanding at December 31, 2019 and 2018 was $329,967 and $390,996, respectively. Interest only payments are due monthly at a variable rate based on the Wall Street Journal Prime Rate plus 75 basis points (WSJP+.75%), currently at 7.75%. The line is guaranteed by the sole stockholder. See the Long-Term Debt footnote for assigned collateral.

Long-Term Debt

Long-term debt consisted of the following:	2019	2018
A first mortgage payable to NBT Bank in the amount of $1,555,000, payable in monthly installments of $10,049 for 20 years. The mortgage has a fixed interest rate of 4.75% for the first five years (September 2020), and will be repriced at the Five Year Federal Home Loan Bank Regular Fixed Rate Index for 5-years maturities plus 250 basis points for the second five years and will have a floor rate of 4.75%. See below for assigned collateral.	$ 1,350,698	$ 1,404,728

Long-Term Debt – Continued		2019	2018
A second mortgage payable to NYBDC, secured by real property at 138 State Street, Albany, NY, in the amount of $1,280,000 is payable in monthly installments of $8,706, including interest at a fixed rate of 2.75% and loan fees of $1,773, for 20 years. See below for assigned collateral.		1,071,695	1,124,681
Total long-term debt		2,422,393	2,529,409
Less: current portion		(112,149)	(108,219)
Long-term debt, net of current portion	$	2,310,244	$ 2,421,190

Maturities of long-term debt are as follows:

Years ending
December 31,

2020	$	112,149
2021		116,569
2022		120,868
2023		125,953
2024		130,633
Thereafter		1,816,221
Total	$	2,422,393

The NBT Bank loan payable is collateralized by first mortgages on real property at 138 State Street, Albany, NY, 174 Glen Street, Glens Falls, NY and 203 Bay Street, Glens Falls, NY (sold in December 2019); first assignment of rents and leases; first security in all fixtures and assignment of all construction contracts along with assignments of all permits, approvals, and architectural plans, specifications and drawings associated with the construction project at 138 State Street. The loan is guaranteed by the sole stockholder and his spouse along with a guaranty of 174 Glen Street, LLC.

Loan costs are amortized over the life of each loan and recorded as an adjustment to interest expense. Loan costs associated with the NBT Bank loan maturing July 2018 were being amortized at a rate of $4,416 per year, yielding an imputed interest rate of 9.09%. Loan costs associated with the construction loan payable to NBT bank maturing September 2025 are being amortized at a rate of $1,575 per year with 8 years remaining, yielding an imputed interest rate of 5.18%. Loan costs associated with the NYBDC loan maturing November 2035 are being amortized at a rate of $6,752 per year with 18 years remaining, yielding an imputed interest rate of 6.96%. Amortization expense included in interest expense on the consolidated statements of income and retained earnings for the years ended December 31, 2019 and 2018 was $8,327 and $10,902, respectively.

AEON NEXUS CORPORATION
AND
174 GLEN STREET, LLC

Notes to Consolidated Financial Statements

December 31, 2019 and 2018

Loan Payable - Stockholder

The stockholder advanced funds to the Company. The outstanding balance at both December 31, 2019 and 2018 was $115,887. The repayment terms have not been stated and interest is accruing at a rate of 2.42%. No repayment is currently allowed under financial covenants with the bank.

Retirement Plan

Aeon Nexus Corporation has a qualified cash or deferred compensation plan under Section 401(k) of the Internal Revenue Code. Under the plan, all employees over the age of 21 with more than one year of service may elect to defer from three to fifteen percent (3% to 15%) of their salary, subject to Internal Revenue Service limits. Aeon Nexus Corporation contributes a matching 100% of the first 4% of employee contributions. Company contributions to the plan amounted to $12,332 and $14,455 for the years ended December 31, 2019 and 2018, respectively. Retirement plan fees were $825 and $1,650 for the years ended December 31, 2019 and 2018, respectively.

Operating Leases

The Company leases office equipment from an unrelated party. One five year lease commenced in August, 2013 at a monthly payment of $217. A second five year lease commenced May, 2015 at a monthly payment of $210. Lease expense for the years ended December 31, 2019 and 2018 was $2,521 and $4,037, respectively, and is included in office expense on the consolidated statements of income and retained earnings.

Future minimum rentals under operating leases are as follows:

Years ending December 31,		
2020	$	840
Total	$	840

Related Party Transactions

The following balances existed and transactions occurred between the Company and related individuals for the years ended December 31, 2019 and 2018:

	2019	2018
Loan receivable - stockholder	$ -	$ 65,000
Loan payable - stockholder	115,887	115,887
Interest expense	2,804	1,263

All the details related to the balances and terms of the transactions are contained in the disclosures under the appropriate accounts except for loan receivable - stockholder.

AEON NEXUS CORPORATION
AND
174 GLEN STREET, LLC

Notes to Consolidated Financial Statements

December 31, 2019 and 2018

Subsequent Events

The Company has evaluated all events through May 15, 2020, the date which these consolidated financial statements were available to be issued, and determined that there are no subsequent events which require disclosure.

Appendix B: Aeon Nexus Proposed Service Level Agreement

Priority and Escalation

Priority	Description	Contact Method	Response Goal	Resolution Goal
1	**Emergency** Production/system is down and work cannot continue until problem is fixed. Or system is executing but not usable output is generated.	Portal, Phone	Immediate, with email status reports every 2 hours until fixed. Escalation to Microsoft if not fixed within 8 hours.	All parties to work continuously until problem is resolved.
2	**Significant** Inaccurate or loss of business data. The output is not being saved correctly or the defect prevents the nominal solution from being generated. Problem is occurring in a business-critical module, and there is no work-around. *nominal is defined as the output normally generated when no anomalies are occurring.	Portal	2 hours, with email status reports every 2 hours until fixed. Escalation to Microsoft if not fixed within 48 hours.	Work should continue a normal workday basis until a permanent solution is in place.
3	**Normal** Issue is not critical to the business or there is a workaround to an otherwise priority 1 or 2 issue.	Portal	8 hours, with email status reports daily until resolved. Priority 1 and 2 takes priority over Priority 3 tickets. If status is not "On Hold," there will be an escalation to Microsoft if it is not fixed within 72 hours. The clock resets if the ticket is put "On Hold".	Resolution is worked into a planned project repair and development schedule.
4	**Low** Issue is not critical to the business or there is a workaround to an otherwise priority 1, 2, or 3 issue.	Portal	16 hours, with email status reports every 2 days until resolved. Priority 1, 2 and 3 take priority over Priority 4 tickets. If status is not "On Hold," there will be an escalation to Microsoft if it is not fixed within 72 hours. The clock resets if the ticket is put "On Hold".	Resolution is worked into a planned project repair and development schedule.
5	**System Enhancement** These are items that are future enhancements or new features not currently part of the solution.	Portal	No response other than a receipt. These items will be inserted into a list of potential enhancements	Resolution is to provide the client with a list of future enhancements.

Appendix C: Sample Contract

COUNTY OF RIVERSIDE

OFFICE OF THE DISTRICT ATTORNEY

DAARC-028

PROSECUTOR CASE MANAGEMENT SYSTEM

TABLE OF CONTENTS

Schedule 1: Summary

Summary of Total Software, Professional Services, and Maintenance /Support Costs

Cost Categories	Proposed Cost	Explanation/Notes (if necessary)**
Software License Fees (Schedule 2)(*)(**)	$ 670,785	**This is for 250 named users for five years.**
Professional Services (Schedules 3):		
Implementation Services (Schedule 3)	$ 1,236,650	
Data Conversion and Interfaces Estimate (Schedule 3)	$ 526,125	
Customizations/Custom Reports (Schedule 3)	$ -	These are included with implementation services.
Training (Schedule 4)	$ 82,800	
Travel and Other Costs (Schedule 6)	$ -	
Total Cost During Project Period	**$ 2,516,360**	

Total 5 Year Maintenance & Support Costs (Schedule 5)	**$ 1,476,460**	

5 Year Total Cost of Ownership	**$ 3,992,820**

***Attach additional notes (if needed) to provide full explanation.*

Assumptions/Additional Comments

Please check all cell formulas!!

Schedule 2: Licensing Fees
Detailed Licensing Fees By Module

Module	Functionality/Description	Proposed Cost	Number of Users/Employees	Fee Per User/Employee	Explanation/Notes (if necessary)**
Microsoft Dynamics 365 for Customer Service Base	Administrative users	$ 130,500	25	$ 5,220	This is a five-year price.
Microsoft Dynamics 365 for Case Management	Daily users	$ 472,500	225	$ 2,100	This is a five-year price.
Microsoft Dynamics 365 PowerApps Portal (Tier 2)	External users	$ 52,800	12,000		This is a five-year price for 1,000 logins/mo.
Other (Please list)					
Subtotal		*$ 655,800*			
Third-Party Software (List Individually)					
AquaForest Searchlight	OCR functionality	$ 14,985	All		This is a five-year price.
Subtotal		*$ 14,985*			
Total License Fees		$ 670,785			

**Attach additional notes (if needed) to provide full explanation.

Optional Sofware (NOT INCLUDED IN SUMMARY)					
Total Optional License Fees		$ -			

Assumptions/Additional Comments

List all other assumptions here.

Please check all cell formulas!!

Schedule 3: Professional Services
Estimated Professional Services By Activity

1. Estimated Vendor Hours and Cost

Functional Area	Implementation Services			Data Conversion			Interfaces			Customizations/ Custom Reports			Total	
	Hours	Rate*	Cost	Hours	Rate*	Cost	Hours	Rate*	Cost	Hours	Rate*	Cost	Hours	Cost
Kickoff	120	$ 217	$ 26,000										120	$ 26,000
Discovery	1,440	$ 200	$ 288,000										1,440	$ 288,000
Configure	495	$ 201	$ 99,375										495	$ 99,375
Build	2,475	$ 201	$ 496,875										2,475	$ 496,875
Migration				765	$201	$ 154,125							765	$ 154,125
Integration							1,920	$194	$ 372,000				1,920	$ 372,000
UAT	1,440	$ 194	$ 279,000										1,440	$ 279,000
Go Live	60	$ 215	$ 12,900										60	$ 12,900
PGL Support	160	$ 216	$ 34,500										160	$ 34,500
													0	$ -
													0	$ -
													0	$ -
													0	$ -
													0	$ -
													0	$ -
													0	$ -
Other (Please list)													0	$ -
													0	$ -
(add additional cells if needed)													0	$ -
Total	**6,190**		**$ 1,236,650**	**765**		**$ 154,125**	**1,920**		**$ 372,000**	**0**		**$ -**	**8,875**	**$ 1,762,775**

Optional Sofware (NOT INCLUDED IN SUMMARY)

VENDOR

Functional Area	Implementation Services			Data Conversion			Interfaces			Customizations/Custom Reports		Total	
	Hours	Rate*	Cost	Hours	Rate*	Cost	Hours	Rate*	Cost	Hours		Hours	Cost
												0	$ -
												0	$ -
												0	$ -
												0	$ -
												0	$ -

Assumptions/Additional Comments

Please check all cell formulas!!

Schedule 4: Training Costs
Estimated Cost of Training by Phase

* Training is defined as classroom training or other knoweldge transfer exercises that does not include work to implement the system

1. Training Hours and Costs By Trainee

Functional Area	Training Type (on-site, off-site, web, etc.)	Number of Students	Hours of Training/ Instruction	Cost	Rate (Column F/D)	Explanation/ Notes
No individual training cost all costs are per class						
System Administrator Training	Microsoft Teams-based w/	25	15	$16,560		5 sessions (10 attendees/session)
Business Unit Training	Microsoft Teams-based w/	225	60	$66,240		20 sessions (10 attendees/session)
Add additional rows if necessary						
Total		**250**	**75**	**$82,800**		

2. Additional Training Costs

Description	Training Type (on-site, off-site, web, etc.)	Number of Students	Hours of Training (Instruction)	Cost	Rate (Column F/D)	Explanation/ Notes
Add additional rows if necessary						
Total		**0**	**0**	**$0**		

3. Total Training Costs

		Hours of Training (Instruction)	Cost
Total Cost		75	$82,800

Training Costs for OPTIONAL Software (NOT INCLUDED IN SUMMARY)

Description	Training Type (on-site, off-site, web, etc.)	Number of Students	Hours of Training/ Instruction	Cost	Rate (Column F/D)	Explanation/ Notes

Assumptions/Additional Comments
 Cost submittal must match any phases proposed in implementation and staffing plan.

Please check all cell formulas!!

Schedule 5: Maintenance and Support
Detailed Licensing Fees By Module

Software Maintenance & Support (Years 1-5)

Period	Proposed Cost	Explanation/Notes (if necessary)
Year One*	$ -	Annual user support begins at the end of the post-go-live support period.
Year Two	$ 369,115	This includes annual user support. (There is no "end of life" and all periodic updates are included with support.)
Year Three	$ 369,115	This includes annual user support. (There is no "end of life" and all periodic updates are included with support.)
Year Four	$ 369,115	This includes annual user support. (There is no "end of life" and all periodic updates are included with support.)
Year Five	$ 369,115	This includes annual user support. (There is no "end of life" and all periodic updates are included with support.)
Total 5 Year Maintenance & Support Costs	**$ 1,476,460**	

Third Party Software Maintenance & Support (Years 1-5)

Period	Proposed Cost	Explanation/Notes (if necessary)
Year One*		No additional support is required for third-party software.
Year Two		No additional support is required for third-party software.
Year Three		No additional support is required for third-party software.
Year Four		No additional support is required for third-party software.
Year Five		No additional support is required for third-party software.
Total 5 Year Maintenance & Support Costs		

Software Maintenance & Support (Years 1-5) - OPTIONAL SOFTWARE (NOT INCLUDED IN SUMMARY)

Period	Proposed Cost	Explanation/Notes (if necessary)
Year One*		*Vendors must state when maintenance and support costs start.
Year Two		
Year Three		
Year Four		
Year Five		
Total 5 Year OPTIONAL Software Maintenance & Support Costs	**$ -**	

Schedule 6: Travel & Other Costs

Description	Cost
None	
Total	**$ -**

Other Costs for OPTIONAL Software	Cost
Total	**$ -**

Assumptions/Additional Comments

Please check all cell formulas!!

PIMA COUNTY PROCUREMENT DEPARTMENT
150 W. CONGRESS ST., 5TH FLOOR, TUCSON, AZ 85701-1207
PHONE: (520) 724-8161 FAX: (520) 222-1484

Terri Spencer
Procurement Director

Via Email: dennisblaine@aeonnexus.com

March 4, 2022

Aeon Nexus
Attention: Dennis Blaine
138 State Street
Albany, NY 12207

RE: Pima County RFP-PO-2200014 PDS Case Management System

Dear Mr. Blaine,

Pima County ("County") is issuing this Request for Clarification (RFC #1) to obtain further clarification and/or additional documentation to be able to fairly and accurately continue evaluating your submittal for the procurement process identified above.

Cost clarification questions and Functional and Performance clarification questions County is presenting can be found on separate tabs of Attachment 7, included with this RFC letter.

Through this RFC process, County is providing an opportunity for you to update your proposal with costs based on the numbers provided and the expectation that all systems or modules are identified in the revised proposal, whether they are base systems or third party, to be accounted for in the cost, training and implementation schedules:

1. In Amendment 1 of the solicitation, County clarified the current number of Staff and average Contract Attorneys. County is requiring these numbers be used for access requirements as follows on Exhibit B- Cost Proposal:

    365 Staff - 332 are paid staff and 33 are part-time interns

    130 Contract Attorneys - Direct entering of billing information by case or upload billing documentation, depending on system capabilities

    20,000 (minimum) External Users per year – Client inquiries only

2. Although you might have identified third party solutions as part of your proposal, you might have failed to include implementation or subscription costs for those recommendations on Exhibit B.

Please be advised it is possible that your responses may cause changes to the functional and performance requirements as well as the price proposal, and if so, you will be required to complete Attachment 6 - General Functional and Performance Requirements and Exhibit B – Cost Proposal files again. Those files are attached to this letter for your convenience.

County requires a written response to all questions posed in this RFC letter unless specifically indicated otherwise. Please revise and re-submit the appropriate attachments along with any portion of your proposal that has changed as a result of answering these questions and email your responses to Denise Waldo at denise.waldo@pima.gov before 4:00 PM MST on March 17, 2022.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Denise Waldo

Denise Waldo, CPPB / Procurement Officer
Pima County Procurement Department

Attachments:
Exhibit B – Cost Proposal RFC #1
Attachment 6 - General Functional and Performance Requirements RFC #1
Attachment 7 - Clarification Questions RFC #1

Cost Clarifications

Schedule 2: Licensing Fees

1. What is considered a log-in? What is the difference between user & login?
2. "Up to 20,000 logins/Mo" – Is this solely for outside individuals? If an individual logged in everyday for 30 days, would this = 1 or 30 logins?
3. Are unused logins carried to the next month?
4. If logins are exceeded, is access still available and billed later?
5. Is County able to track monthly usage?
6. What is the cost for additional Staff? Additional Attorneys? Additional External Users?
7. Twillio is a 3rd Party Software listed. Is this required?
8. Explain your portals.

Schedule 3: Professional Services

1. Customization/Custom Reports- Does this include templates? What is included in the customization?
2. Estimated hours – if over, do we pay more? If less, do we is a credit involved? How are hours calculated for each Professional Service?

Schedule 4: Training Costs

1. How many total hours of training time does a System Administrator receive? How many classes? How many in each class? How is the delivery of this training performed?
2. How many total hours of training time does a User receive? How many class sessions? How many in each class? How is the delivery of this training performed?

Schedule 5: Maintenance and Support

1. How is additional storage acquired? Explain additional storage costs.
2. If less than 20 hours/month is needed of HIKe2AMS, is a credit applied?
3. What is considered/included in end-user support?
4. What is included in the maintenance & support?
5. When is the next anticipated upgrade of your system?

EXHIBIT F: Request for Clarification #1

RFP-PO-2200014 PDS CASE MANAGEMENT SYSTEM - REQUEST FOR CLARIFICATION QUESTIONS RFC #1
COST
Aeon Nexus

#	QUESTIONS	YES	NO	COMMENTS

Schedule 2: Licensing Fees

#	QUESTIONS	YES	NO	COMMENTS
3.1.1	Explain what a log-in is? If an individual logged in everyday for 30 days, would this = 1 or 30 logins? What is the difference between user & login?			A "login" is a 24h period for a single authenticated user to access portal components. The individuals who login are referred to as "portal users" or "third-party users". These are NOT County employees, but rather auxiliary individuals like outside attorneys, expert witnesses, clients, etc. If an individual was to login 1x/day for 30 days, that would amount to 30 logins. A user - an unlicenses portal user/third-party user - has login credentials, and a defined web role that dictates what they can view, upload, download, or update within the portal, based on their role and what Pima County has defined for their role - and a user consumes "logins" - as described earlier in this response.
3.1.2	"1,000 logins/Mo" – Is this solely for outside individuals or does this include contracted attorneys?			This represents all portal users (external, unlicensed, non-County employees) across all web roles Pima County includes in scope. The 1,000 logins/mo can be adjusted up or down, depending on how many logins the County anticipates, but it includes contracted attorneys, in as much as they would access records through the portal, and not as a licensed Pima County employee.
3.1.3	Are unused logins carried to the next month? Are unused logins carried to the next year?			Logins are calculated monthly - the County will contract with Microsoft for a certain number of logins for that month. This is a"use it or lose it" model, so unused logins are not carried over; Microsoft will calculate any overages and charge the County for those portal visits.
3.1.4	If logins are exceeded, is access still available and billed later? Explain.			Yes, if logins are exceeded, access is still available to users. Microsoft will calculate any overages and charge the County for those portal visits.
3.1.5	Is County able to track monthly logins? If so, how?			Monthly logins can be tracked by administrative users through the County's Microsoft Azure administrative portal. Microsoft provides a Portal Capacity Consumption report. More information on this report and how to interpret it can be found here: https://docs.microsoft.com/en-us/powerapps/maker/portals/admin/portal-consumption-reports
3.1.6	What is the cost for additional PDS Staff? Additional Contract Attorneys? Additional External Users?			Additional Pima County staff can be added at any time by purchasing additional Case Management licenses at the negotiated rate from the County's Enterprise Agreement. External users (asuming contract attorneys are such) would consume portal logins at the negotiated rate from the County's enterprise agreement.
3.1.7	Cost provided must inlcude all software products needed. List each product name & the annual cost.			Aeon Nexus provides software licensing costs as a courtesy for Total Cost of Ownership calculations; however, the best value to the County will be purchasing Microsoft software and portal logins using the County's Enterprise Agreement with Microsoft. Please see attached workbook, *PimaCounty_AeonNexus_Example_License_Workbook.xlsx* for product names and annual costs including Microsoft licensing (MSRP), and Aquaforest Searchlight OCR (Aeon Nexus acts as a partner and reseller). Green cells should be adjusted to match your "per unit cost" from your Enterprise Agreement.

Schedule 3: Professional Services

#	QUESTIONS	YES	NO	COMMENTS
3.2.1	Customization/Custom Reports- Does this include templates? What is included in the customization?			Aeon Nexus' pricing model offers a fixed fee for implementation. This implementation includes all milestones as illustrated in the **Milestones** tab included in this spreadsheet response. This includes all email templates, document templates, reports, and workflows identified during the Discovery milestone, and included in the agreed-upon Statement of Work.
3.2.2	We currently have 450 templates in Justware. Will these converted over? If not, explain the process to make these available.			Please define template in this context. What is considered a template? Is a report considered a template? Aeon Nexus will recreate any necessary document "templates" understanding that our solution may make certain templates obsolete; we will seek efficiencies where opportunities present themselves.
3.2.3	Estimated hours – if over, do we pay more? If less, is a credit involved? How are hours calculated for each Professional Service?			Aeon Nexus offers a fixed fee implementation for services. As such, no credits nor extra expenditures are contemplated in the pricing model should hours descrease or increase within the scope of this agreement, respectively.

Schedule 4: Training Costs

#	QUESTIONS	YES	NO	COMMENTS
3.3.1	How many total hours of training time does a System Administrator receive? How many classes? How many in each class? How is the delivery of this training performed?			The anticipated formal training sessions for Microsoft Power Platform 101 and JusticeNexus Solution sessions will consist of a 6-hour session repeated to accommodate the number of attendees over a period, allowing for shift work. System Administrators will require an additional 8-hours for the JusticeNexus Customization and Configuration class and an additional 8-hours for the System Administrator class. Please see the **Training Details** tab added to this spreadsheet for further detail regarding Aeon Nexus' approach to training.
3.3.2	How many total hours of training time does a Staff Member receive? How many class sessions? How many in each class? How is the delivery of this training performed?			The anticipated formal training sessions for Microsoft Power Platform 101 and JusticeNexus Solution sessions will consist of a 6-hour session repeated to accommodate the number of attendees over a period, allowing for shift work. System Administrators will require an additional 8-hours for the JusticeNexus Customization and Configuration class and an additional 8-hours for the System Administrator class. Please see the **Training Details** tab added to this spreadsheet for further detail regarding Aeon Nexus' approach to training.

Schedule 5: Maintenance and Support

#	QUESTIONS	YES	NO	COMMENTS
3.4.1	How is additional storage acquired? Explain additional storage costs. What is the cost for storage to store files larger than 15 GBs? How is that incremented and what is the incremental cost of that?			Microsoft has recently increased the maximum file size capacity from 15GB to 250GB per file, when uploading files as a licensed user to SharePoint. When necessary, additional storage is acquired through your Microsoft Enterprise Agreement and is sold in bundles of Gigabytes (GB). Additionally, based on the County's tenant and number of licensed users, some storage will be included. Costs are represented in your negotiated Enterprise Agreement with Microsoft.
3.4.2	What is considered in end-user support?			All functionality as described in the project's Statement of Work is included and warrantied for any period of time during which the County pays for optional annual support from Aeon Nexus Corporation.

3.4.3	What is included in end-user support?	End user support includes break/fix of system components and adherence to the functionality as described in the Statement of Work. In addition, Aeon Nexus will assist in any platform-based upgrades provided by Microsoft that may affect the JusticeNexus solution.
3.4.4	What is included in the maintenance & support?	Due to the platform-based nature of the JusticeNexus solution, maintenance is not contemplated in this agreement.
3.4.5	When was your last system upgrade? When is your next upgrade scheduled for or when are you anticipating the next upgrade?	Aeon Nexus provides configured solutions that meet the specific requirements of our clients. It's important to differentiate that JusticeNexus is platform-based; it is built on a highly configurable Commercial Off The Shelf (COTS) platform and each solution is configured with specific workflows, forms, screens, business processes, and templates for that specific client. Coupled with native Microsoft Office integration and configurable automation tools, this model provides clients the means to extend to solution to meet new business challenges through simple point-and-click interfaces. In the traditional sense, upgrades to the underlying Microsoft Power Platform are included in the County's Dynamics licensing, including all hosting. Minor releases including patches and bug fixes are released every couple of months. Major platform upgrades are provided 2 times each year by Microsoft as they add functionality to the Power Platform; as licensed users, the County will receive access to these functions through regular Microsoft releases. These releases are cenetered around the months of April and October; the County will be able test these releases in a sandbox environment prior to upgrading production environments. Microsoft provides a roadmap of new and planned changes for Dynamics 365. More information is available from Microsoft, here: https://docs.microsoft.com/en-us/dynamics365-release-plan/2021wave2/service/dynamics365-customer-service/planned-features

Financial Management and Tracking Functions

#	QUESTIONS	YES	NO	COMMENTS
2.1.1	Are attorney payment caps optional? Can these be configured?	X		Yes. As a highly configurable Commercial Off the Shelf (COTS) solution, the County will define attorney payment caps and how they behave within the solution. Aeon Nexus will configure attorney payment caps as part of the implementation deliverables to meet the County's requirements; these caps can be further adjusted by County system administrators in the future through simple configuration changes.
2.1.2	Can a private attorney pull a report of their financial history for all their cases through the external portal?	X		Yes. If the County would like a private (contract) attorney to be able to pull a report of their financial history of all their cases from the portal, the County will define that as a use case during the Discovery milestone and Aeon Nexus will deliver it as part of the fixed fee implementation.
2.1.3	Can a report be generated that would include all finances approved for payment for an individual vendor into the report that then is saveable/printable, and then automatically marks those payments as sent to Finance?	X		While this item is not entirely clear, yes, a report can be generated that includes all finances approved for payment for an individual vendor; this report can be saved / printed. Workflows can manage how information moves through the system, sending items to users and teams, or modifying the records to reflect the status across County-defined values. Payments can be marked as sent to Finance and included in workflows and reports.
2.1.4	Can a vendor add line items to an invoice (invoice creation screen) and submit all line items at once as one invoice/ payment line on the financial history of a case?	X		Yes. As part of implementation, Aeon Nexus will configure the JusticeNexus portal to allow vendors to add line items to an invoice and submit all line items at once as one invoice, to be associated with the financial history of a specific case.
2.1.5	Can drop downs in the financial screen be added and reported on to offer more detail such as "attorney disclosure review" or "home visits"?	X		Yes, these specific dropdowns (or other drop-downs important to County processes) can be added to financial screens. During the Discovery phase of implementation, the County would define these new fields, and during Build, Aeon Nexus would configure the system to add these fields and use them in login and reports, etc.
2.1.6	Can rates be set on case type instead of on the name record?	X		Yes. Rates can be set as a parameter of case type, rather than as part of the name record.
2.1.7	Can requests for expense authorizations, investigations, mitigations be sent & approved within the system without going through email. Are you able to track the status?	X		Yes. Requests for internal, licensed users such as these can populate dashboards that are available to licensed users upon login, alerting them of actionable items. Statuses of any Task or Work Request can be tracked at the individual Task or Work Request level, and can be included in dashboards, reports, etc. External users may access this information via the portal. They can be directed via email that a task is due, or a document is ready for them, requiring them to authenticate prior to accessing the task, document or case information.
2.1.8	Can the receipt/ bill uploaded on a financial line item be edited (like a PDF)?			There are aspects of this use case that require further details. Edited by whom? By the contract attorney that submits it? Edited when? After the contract attorney submits it? Why would a user need to update a receipt?
2.1.9	Can we have an interface to update payment status of a line item from the finance system?	X		Yes. As part of implementation, Aeon Nexus will work with the County to define a use case that captures this process. We will build and deliver an interface within JusticeNexus that allows properly permissioned County users to update the payment status of a line item. JusticeNexus includes a configurable role-based security matrix to provide Role-Based Access Controls (RBAC).

#	QUESTIONS	YES	NO	COMMENTS
2.1.10	Can you add line items to an invoice (invoice creation screen) and submit all line items at once as one invoice/ payment line on the financial history of the case? Please provide a screenshot.	X		Is this the same question as 2.1.4? Is this performed by the external, unlicensed contract attorney or by licensed County staff? If by external unlicensed users, yes, this is addressed above in our response to 2.1.4. If by licensed County users: Yes, as part of implementation, an Invoice Creation Screen can be built to meet the County's specifications, thus no screenshot is available today. Aeon Nexus will build this screen to meet the County's specifications, including the ability to add line items to an invoice, for licensed County users.
2.1.11	Can you apply specific accounting codes to line items entered based upon case types, expense type, and agency?	X		Yes. As part of configuration, Aeon Nexus will work with the County to define specific accounting codes that will automatically be added to line items entered, based on case type, expense type, and agency.
2.1.12	Can you automate budget accounting codes based on the line items entered?	X		Yes. Same question as 2.1.11 above?
2.1.13	Can you have and/or add a fiscal year box that is automated? If you can is this based on dates of service entered or date invoice is created? Can we edit this field if needed?	X		Yes, this can be configured to meet the County's requirements.
2.1.14	Can you provide a screen shot of the case financial screen, with an explanation of what each column and function does?			As a highly configurable COTS solution, Aeon Nexus will provide a custom screen to collect the specific data fields necessary to support County processes. While we could include a screenshot of the "base" JusticeNexus financial screens, these aren't representative of what can and will be delivered to the County after configuration has occurred. The financial forms and screens we will deliver with JusticeNexus that are configured for the County will include only those fields the County requires.
2.1.15	Do you have an automated function to notify contractors of changes made to their billing?	X		Yes. As part of implementation, the County will define triggers that will create and send automated, template-based email notifications to contractors, notifying them when changes are made to their billing.
2.1.16	Does the system automate the "budget cap" for the vendor in the case once the expense request form is approved?	X		Yes. JusticeNexus supports a configurable budget cap per case that can be updated as vendors' expense reports are approved.
2.1.17	If a financial line item is modified, can there be an automatic notice to the vendor of changes that were made? Is it an internal notification or an email notification?	X		Yes. As part of implementation, the County will define what activities trigger automated notifications to vendors; the County will define the language included in each scenario-based email template. Whether it is an internal notification or an external notification depends on the recipient. Email notifications are sent to external recipients alerting them that an action is necessary or new information is available via the portal. Email notifications can be sent to internal County users alerting them that an action is necessary or new information is available via the JusticeNexus solution for licensed users.
2.1.18	Is there a notification system for contract atty portal that reminds them to bill?	X		Yes. As part of implementation, Aeon Nexus will configure JusticeNexus to send out template-based email notifications, reminding them to bill. These notifications can be sent via County-defined triggers.
2.1.19	Is there an expense request approval process that is automated based upon the attorney and which agency they belong to/supervisor of the attorney? Can you send a business workflow map of that process?	X		Yes. The County will define the specific approval flow as part of the implementation process, and Aeon Nexus will configure JusticeNexus to adhere to those process flows and definitions.
2.1.20	Is there an audit history to show when changes were made to financial lines, that can be viewed by non-admin users in the case view? Can you provide a screenshot of this example?	X		Yes. There is an audit trail of all changes made within the system, based on record type. Through configuration, the County can audit changes to certain records, while not auditing others, should it so desire. Access to the audit trail and configuration capabilities is controlled through RBAC. An example Audit History for a Case Record has been included in the new tab below: **Audit History Example**. This illustrates the change date/time, who made the change, the event, the changed field, the old value, and the new value.
2.1.21	When an expense form is approved what gets automated in the system?			As part of expense approval processing, Aeon Nexus will automate as many processes as the County requires; the solution relies on a normalized database and will reuse data whenever possible to reduce data entry.

#	QUESTIONS	YES	NO	COMMENTS
	Document Management			
2.2.1	What document generation software/plug-in are you using and is that included?			JusticeNexus is built on the Microsoft Power Platform and offers native integration with the entire suite of Microsoft Office tools. JusticeNexus relies on Microsoft Office, including Word, Excel, etc. to generate documents. Licensing for Microsoft Office tools is sold separately and is obtained directly from Microsoft through the County's Enterprise Agreement (EA).
2.2.2	Can Individuals work on the same onenote package at the same time, while it is still opened directly within the system?	X		Multiple users can simultaneously access and update a OneNote package associated with a specific case record, directly from OneNote or from within JusticeNexus. OneNote will reconcile changes across multiple users in real-time; as those changes are saved by one user, content will be updated for other users.
2.2.3	Can you batch print directly from the software or do you need to export the files in order to schedule a batch print?	X		Yes. Using Power Automate, batch printing can be accomplished, but the printer must support POP3 email protocol.
2.2.4	Do you have to combine files into a single pdf with redact function to do batch printing?		X	Users do not need to combine files into a single PDF with redact function to schedule a batch print.
2.2.5.	Does the Microsoft application OneNote work within the system. At go-live does your system have a native integration with SharePoint to allow OneNote to be edited within the system?	X		Yes. JusticeNexus includes native integration with OneNote. At Go-Live, JusticeNexus includes native integration with SharePoint that links directly to OneNote. See the **OneNote** tab included with this response for screenshots. OneNote is available from directly within the JusticeNexus solution, and a OneNote package is associated with each specific case record in JusticeNexus. Our solution includes native integration with the suite of Microsoft tools including OneNote and SharePoint. At Go-Live, SharePoint will be used to securely store documents and digital assets associated with each electronic case record in JusticeNexus, including links to OneNote packages associated with each case.
2.2.6	Does your system use "Power Automate"? If so what is "Power Automate"? Is this an additional cost?	X		Yes. Power Automate is part of the Microsoft Power Platform and provides automation and connectivity to other solutions. JusticeNexus interfaces directly with Microsoft Power Automate (formerly Microsoft Flow) to provide an unprecedented ability to automate business processes. Important services can be connected using Power Automate. Easy to use, Power Automate offers a point-and-click graphical interface, templates, and connectivity to a wide range of services, from communications services like Twitter, Slack, and Yammer to Excel Online, Wunderlist, SharePoint Online, and Google Calendar. Power Automate can also connect JusticeNexus to social media, including Facebook and Instagram. Power Automate enjoys a robust community of users who add new connectors to systems every day. There are currently over 500 connectors to other solutions available from Power Automate. More information is available here: https://powerautomate.microsoft.com/ Power Automate with basic connectors is included with the County's Dynamics licensing. Premium connectors to specific commercial services may include fees, depending on provider.
2.2.7	Does your system use "Power App"? If so what is" Power App"? Is this an additional cost?		X	As proposed, our solution does not require the use of Power Apps.
2.2.8.	Even if your software requires the use of a 3rd party system to OCR documents, please explain how the OCR function would work within your software. Does OCRing run on a daily basis?	X		Aeon Nexus partners with Aquaforest to provide Optical Character Recognition (OCR) capabilities. Aquaforest offers Searchlight OCR that is installed on an Azure Virtual Machine (or on-premises server) and is configured to point to a specific SharePoint Online library. As proposed, both would reside in the County's Microsoft Azure Government Community Cloud (GCC) tenant. Yes. Searchlight OCR is scheduled to run during certain hours, using a service account. When the time for Searchlight to run begins, Searchlight looks at the SharePoint library, locates any new files that were added, changed, or uploaded since the last time it ran, and performs OCR on those documents, making sure that all documents stored in the JusticeNexus SharePoint library are completely searchable and able to be indexed. When the configured window to run ends, Searchlight stops, until the next time the window opens.

#	QUESTIONS	YES	NO	COMMENTS
2.2.9	How do you automate workflow processes?			JusticeNexus includes a powerful, built-in workflow engine that is configured by properly permissioned users via RBAC, through a point-and-click interface. This tooling allows users to configure and deploy workflows that are in scope of the JusticeNexus solution. To support automation that involves systems outside of JusticeNexus, Aeon Nexus will leverage Power Automate, part of the Microsoft Power Platform used to connect JusticeNexus to external solutions.

Reporting

#	QUESTIONS	YES	NO	COMMENTS
2.3.1	Can the system generate a report that shows what stage each case is in? (Example Open/ Closed/ Misc Case Work/Sentencing/ Change of Plea/ Settlement Conference)? If so, how does the system know what stage the case is in?	X		Yes. JusticeNexus can provide a report that shows what stage each case is in. This is accomplished through a combination of the Case Status field, and the Business Process Flow (BPF) stage - this is the case-level dashboard that illustrates the stage each case is in, and how long it has been in that stage. Stages are configurable by the County and can be based on case type, etc.
2.3.2	Currently we are able to run a report that shows all the parties involved in a case. The report lists all the involved parties and lists all other cases they are involved in within all offices. While you can see a complete list of case involments you are only able to access the cases assigned to the office the user is employed with. Is your software able to perform this function already and how is it done. If this "conflict check" function is not already built how do you plan to develope this "conflict check" for us? Can you hyperlink to cases within the report?	X		Yes. Through RBAC, JusticeNexus can limit user access to specific case information. Conflict checking is built into JusticeNexus and will be further configured to meet the County's specific requirements. The County will define business rules regarding conflicts that require restriction of data, assignment, access to records, fields, forms, etc. Users can hyperlink to cases from within the SQL Server Report Services (SSRS) report itself.
2.3.3	Tasks & Work requests trigger emails or Teams notifications. Where is the notification within the system itself?			Tasks, Work Requests and Notifications are stored in separate tables and related to specific cases, events, contacts, attorneys, defendants, etc. By default, they are displayed in the "Notes and Activities Timeline" associated with each entity in JusticeNexus. These items can also be displayed in a dashboard that is filtered based on user, team, status, date, type, etc.

Person and Case Information

#	QUESTIONS	YES	NO	COMMENTS
2.4.1	Can a name record include attributes easily displayed on the record to include features like: language spoken, contract panels they belong, to etc? Please provide a screenshot.	X		Yes. As part of implementation, Aeon Nexus will configure JusticeNexus to include record attributes on forms as defined by the County, including those mentioned in this line item. As a highly configurable COTS solution, JusticeNexus supports an unlimited number of custom forms and fields. Screenshots are not available, as we will configure the solution to meet the County's specific needs during the Build phase of implementation.
2.4.2	Can an attorney name record include a dashboard with a caseload report? Please provide a screenshot.	X		An Attorney Name Record can include a dashboard with a caseload report. An example has been included in the **Attorney Dashboard** tab below.
2.4.3	Can I search for a case number or name and return all the previous assigned attorneys (even inactive) assigned to the case?	X		Yes. Search results can be configured to provide links to previously assigned attorneys, including inactive assignments. Alternatively, a report can be attached to a case to provide this information.
2.4.4	Can SMS message data be stored in a case record vs a name record? Have you ever implemented SMS messaging in that way?	X		SMS message responses are stored in their own table in JusticeNexus and related to case records, name records, etc. SMS messaging is possible through integration with a third party such as UpTrust or Twilio.
2.4.5	Can you automatically assign support staff to the case when their assigned attorney is added to the case?	X		Yes. Assignment of support staff can be automated, based on assigned attorney; virtually any assignment logic can configured within JusticeNexus.
2.4.6	Can you copy the case to another agency/attorney and choose what fields are copied over? Please provide screenshots of field selection process	X		Yes. JusticeNexus includes a configurable "Clone" workflow that copies case information from one to another. As part of Discovery, the County will determine those fields that are included in the clone, if those cases should then be related, etc.
2.4.7	Can you store information in a name record that can be partitioned by agency?	X		Yes, using the JusticeNexus role-based security matrix and RBAC, access to information on the name record can be granted or denied to County users based on agency affiliation.

#	QUESTIONS	YES	NO	COMMENTS
2.4.8	Public Defense Services encompasses multiple offices because of this most information is stored within the case record, which is accessable only to each assigned office. There is only minimal information stored in each name record because name records are accessable to everyone. Is your software already configured along this model? If not are you able to configure the system to meet this need?	X		Yes. JusticeNexus includes a role-based security matrix that allows the County to configure multiple roles. These roles dictate the type of access to different fields, forms, and records. As part of implementation, Aeon Nexus will work with the County to define specific County roles; using RBAC, access to information will be configured to meet the County's specific requirements.

Partner Integration

#	QUESTIONS	YES	NO	COMMENTS
2.5.1	When receiving case information from a data feed, can those cases be automatically created and assigned and/or loaded into a qeue for assignment?	X		Yes. To support this function, Aeon Nexus and the County will agree on a system-to-system integration that will send data from an external system to JusticeNexus. New cases can be queued for approval, or new case records can automatically be created within JusticeNexus. These records can be displayed on a dashboard, for appropriate action to be taken (assignment, triage, acceptance, review, etc.).
2.5.2	The County uses Mulesoft for interfaces. The County would like to use Mulesoft for interfaces to & from County datasources, can your software interface to Mulesoft?	X		Yes. Mule as an Enterprise Service Bus (ESB) can easily streamline business processes and create communication between Microsoft Dynamics and numerous other applications and services.

More information can be found here: https://www.mulesoft.com/resources/esb/ms-dynamics-integration |

External Portal Functions

#	QUESTIONS	YES	NO	COMMENTS
2.6.1	What functions are included in the external client portal?			The JusticeNexus portal can be configured to support a variety of different case parties and functions. The portal is configured to support specific functionality for each portal user, based on their role in the case. Portal users may be granted read-only access to certain fields as defined by the County for that specific role. If they are granted read-only access, the County will determine what fields are included in that role's portal views.

Based on their role, portal users may be granted the ability to update certain fields on the case, or on related records. Specific fields and the update capabilities granted to each role will be determined by the County during the Discovery milestone.

Portal users may be granted the ability to upload or download certain documents, based on their role. If this permission is granted, Aeon Nexus will work with the County to define what roles have what capabilities for specific document types; these business rules will be documented in use cases during the Discovery milestone. |
| 2.6.2 | Can you share folders (disclosure, videos, photos, etc.) with attorneys via the external attorney portal? | X | | Yes, authenticated portal users may be granted the ability to access folders and files (disclosures, videos, photos, etc.) through the portal. See response to 2.6.1 above for further detail. |
| 2.6.3 | Have you already created and deployed an external portal for your product for a defense agency? This would include an external portal for attorneys and a portal for clients. | | X | Pinal County, AZ Public Defense Services Office will be the first defense agency to utilize the JusticeNexus portal in this way. Pinal County is scheduled to go live with this portal on April 26, 2022. |

#	QUESTIONS	YES	NO	COMMENTS
2.6.4	Please provide additional details on how logins work for the external user portal. If we are allowing clients to view disclosure using the portal they will need to log on multiple times for viewing purposes. Can you structure the external portal to work based off users not logins?	X		Yes. The JusticeNexus portal can be configured to support a variety of different case parties. The portal is configured to support certain functionality for portal users, based on their role in the case. They may be granted read-only access to certain fields as defined by the County for that specific role. If they are granted read-only access, the County will determine what fields are included in that role's portal views. Users, based on their role, may be granted the ability to update certain fields on the case, or on related records. Specific fields and the update capabilities granted to each role will be determined by the County during the Discovery milestone. Users may be granted the ability to upload or download certain documents, based on their role. If this permission is granted, Aeon Nexus will work with the County to define what roles have what capabilities against different document types; these business rules will be documented in use cases during the Discovery milestone. This item states: " If we are allowing clients to view disclosure using the portal they will need to log on multiple times for viewing purposes.". Users will not need to login multiple times to access different disclosures; as part of implementation, Aeon Nexus will work with the County to define use cases for portal users that support collaboration and access while minimizing login activities.
2.6.5	What is the difference between external and internal users?			Internal users are licensed County users that access case records through JusticeNexus; external users are unlicensed, external, non-County employees that access case records through the portal. External users may include clients, experts, Juvenile Court Services Members, Paraprofessionals, Court Interpreters, Transcriptionists, Court Appointed Doctors, etc., per County requirements.

System Security

#	QUESTIONS	YES	NO	COMMENTS
2.7.1	Can someone from another office search for a case and see which office and/or attorney is assigned to the case, but not access any other information?	X		Yes. Using RBAC, searches may be conducted within JusticeNexus that allow a user from a certain department or office to see a case and which attorney is assigned, without allowing that user to see any other information regarding the case.
2.7.2	Do system administrators have complete autonomy to modify these work flow processes, business rules, reports, motions, letters, etc. or does vendor have to approve the modifications before implementation?	X		Yes. The JusticeNexus solution is delivered and runs in the County's Microsoft GCC tenant as a managed solution. A managed solution represents what was delivered as "in scope of the implementation" by Aeon Nexus Corporation. The County can further extend the solution through its own unmanaged solution that "sits atop" the Aeon Nexus managed solution, creating new users, dashboards, system views, workflows, business rules, reports, motions, letters and other email or document templates. These "solutions" work in tandem as a single system that reflects the functionality delivered in the Aeon Nexus managed solution, as well as any functionality that exists in the County's unmanaged solution. Modifications to functionality delivered by Aeon Nexus within the managed solution and covered under our warranty or annual support agreement require involvement from Aeon Nexus.
2.7.3	When an individual searches for a name or case record, is the search feature enabled to allow other specific agencies (but not necessarily all) to see the existence of cases, but not actually access the case?	X		Yes. Using RBAC, searches may be conducted within JusticeNexus that allow a user from a certain agency to see the existence of a case, without allowing that user to see any other information regarding the case.
2.7.4	Who is responsible for all interactions and licensing for all 3rd party software that is used within the system?			Aeon Nexus has included one third-party license to provide Optical Character Recognition (OCR), Aquaforest Searchlight OCR. Aeon Nexus is an Aquaforest partner, and acts as first line of support for all Aquaforest-related interactions and licensing issues.

#	QUESTIONS	YES	NO	COMMENTS
2.7.5	Who is responsible for the data management and security when a 3rd party company's software, is integrated into your software?			As reflected in our response to this solicitation, Aeon Nexus is only relying on a single third-party license to support OCR for JusticeNexus, Aquaforest's Searchlight OCR. In response to this item, Aquaforest is technically responsible for data management and security, but no data management is happening. Searchlight OCR will be installed on a VM in the County's GCC and will be configured to point to the County's SharePoint Online library that supports JusticeNexus. Searchlight OCR is scheduled to run during certain hours, using a service account. When the time for Searchlight to run begins, Searchlight looks at the SharePoint library, locates any new files that were added, changed, or uploaded since the last time it ran, and performs OCR on those documents, making sure that all documents stored in the JusticeNexus SharePoint library are completely searchable and able to be indexed. When the configured window to run ends, Searchlight stops, until the next time the window opens.

File Room Management

#	QUESTIONS	YES	NO	COMMENTS
2.8.1	What 3rd party application is recommended for accessing case related files stored network/cloud storage (PDFs, image, audio & video) through the user interface and what is the licensing cost. Is SharePoint usable for all file sizes?			As a solution built on the Power Platform, Aeon Nexus recommends using SharePoint Online for document and digital file access from within JusticeNexus. While not a third party, SharePoint Online is the default mechanism used by JusticeNexus to securely attached case related files stored in the cloud (PDFs, image, audio & video) through the user interface. Microsoft has recently increased the maximum file size capacity from 15GB to 250GB per file, when uploading files as a licensed user to SharePoint. Some SharePoint storage is included in the County's Office 365 licenses; if the County has existing SharePoint storage capacity, that can be leveraged to support JusticeNexus' document and digital asset storage as well.

Aeon Nexus employs a team of trainers, well-versed in the use, customization, and administration of the JusticeNexus solution. Our trainers will develop a comprehensive training schedule based upon the needs of the County and will provide detailed role, task, and scenario-based training services to all designated County personnel to increase adoption. This training plan includes both instructor-led training of all County employees and system administrators as well as train-the-trainer sessions designed to allow County to utilize the solution for years to come without having to engage Aeon Nexus for further training sessions.

Our Microsoft Teams-based training leverages hands-on, lab-based training techniques delivered in half-day increments to maximize content retention and eliminate oversaturation of the participants. Real-world scenarios are customized to match each training group's predicted daily interactions with the solution. These scenarios are also used at the close of our training sessions as part of a user assessment survey to help identify those staff who may require additional training.

In addition to on-site training programs, our trainers also offer computer-based online training (CBT) for the convenience of the County's staff that need additional instruction or prefer the environment of an online training medium. Online instruction is made available through online meetings and incorporates full desktop sharing of the instructors' environment to communicate screen activities and slide show information, maximizing participant involvement.

For this engagement, our instructor(s) will deliver our *Microsoft Power Platform 101* session, *JusticeNexus Electronic Legal Case Management Software Solution* session, *Customization and Configuration* session, and *System Administrator* class. Please note, Aeon Nexus is flexible and will work with the County to customize a lesson plan that best fits the County's unique needs.

The anticipated formal training sessions for *Microsoft Power Platform 101* and *JusticeNexus Solution* sessions will consist of a 6-hour session repeated to accommodate the number of attendees over a period, allowing for shift work. System Administrators will require an additional 8-hours for the *JusticeNexus Customization and Configuration* class and an additional 8-hours for the *System Administrator* class.

Due to COVID-19 restrictions, Aeon Nexus assumes training will be provided remotely, and the County will provide either remote access to the sessions or classroom, student computers with proper software preloaded, and overhead projector/screen or similar, etc. necessary to facilitate attendance by County employees. Aeon Nexus will host the training environment and provide our own laptop and other equipment and materials to execute the training. Custom course training materials, including full documentation of the County solution, will be created for County users to reference during training and for post training support. In addition, our team will create a training video library (typically 10-15 videos / 2-3 minutes each) of frequent tasks that the County can use for training new users and as additional training support.

Microsoft   Power Platform 101:
For this course, our instructor(s) will provide County users with a general overview of JusticeNexus and the Microsoft Power Platform. This course is intended as a pre-requisite for all new users to Microsoft Power Platform-based applications. It provides a detailed overview of common Power Platform style implementations of browser-based data lists and form interfaces. By familiarizing new users with common interface functions and approaches to finding and manipulating desired data, user satisfaction and productivity increases can be achieved.
Course Plan: *Module 1:* **Microsoft Power Platform Overview**   *Module 2:* **Navigation Bar**   *Module 3:* **Link Bar**   *Module 4:* **Dashboards**   *Module 5:* **Forms**   *Module 6:* **Reports**   *Module 7:* **Helpful Tips**   *Course Duration:* 2-hour Web-Based or Classroom Learning – Instructor(s) Led / Remote   *Course Materials:* Microsoft Power Platform 101 User Guide
JusticeNexus Solution:
We will focus on a "train-the-trainer" approach so that County system administrator and end user training staff may train new users and support the application for years to come. Specifics of this training course will be determined during the implementation and testing phases on this engagement.

Course Plan:

Module 1: **Introduction to Customizing JusticeNexus**
Module 2: **Customizing Entities**
Module 3: **Customizing Fields**
Module 4: **Customizing Forms**
Module 5: **Configuring Business Rules**
Module 6: **Reports**
Module 7: **Customizing Charts and Dashboards**
Module 8: **Scripting and Workflow Configuration**
Module 9: **Knowledgebase Development and Maintenance**

Course Duration: 8-hour Classroom Learning – Instructor(s) Led / Remote
Course Materials: Course Manual

Customizations and Configurations:

Course Plan:

Module 1: **Introduction to Customizing JusticeNexus**
Module 2: **Customizing Entities**
Module 3: **Customizing Fields**
Module 4: **Customizing Forms**
Module 5: **Configuring Business Rules**
Module 6: **Reports**
Module 7: **Customizing Charts and Dashboards**
Module 8: **Scripting and Workflow Configuration**
Module 9: **Knowledgebase Development and Maintenance**

Course Duration: 8-hour Classroom Learning – Instructor(s) Led / Remote
Course Materials: Course Manual

System Administrator:

Course Plan:

Module 1: **User and Group Management**
Module 2: **Building a Security Model in JusticeNexus**
Module 3: **Permissions and Security Management**
Module 4: **Adjusting Login Procedures**
Module 5: **Managing Relationships**
Module 6: **Intrusion Detection**
Module 7: **Disaster Recovery and Business Continuity Options**
Module 8: **Integration Build-Outs**
Module 9: **Enterprise-Wide Configuration Settings**
Module 10: **Additional Security Options**
Module 11: **Data Backups**

Course Duration: 8-hour Classroom Learning – Instructor(s) Led / Remote
Course Materials: Course Manual

Audit History

Filter on: [All Fields   ⌄]

🗑 DELETE CHANGE HISTORY   ⧉ FLOW

☐	Changed Date	Changed By	Event	Changed Field	Old Value	New Value	↻
	3/3/2022 5:14 PM	Aeon Nexus	Update	Agency #		1142	
	3/3/2022 5:08 PM	Aeon Nexus	Update	Tags		Assault	
	3/3/2022 5:07 PM	Aeon Nexus	Update	Generate Template	Yes	No	
	3/3/2022 5:06 PM	Aeon Nexus	Update	Tags	Assault		
	3/3/2022 5:03 PM	Aeon Nexus	Disassociate ...				
	3/3/2022 5:03 PM	Aeon Nexus	Disassociate ...				
	3/3/2022 5:03 PM	Aeon Nexus	Disassociate ...				
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	3/3/2022 5:03 PM	Aeon Nexus	Disassociate ...				
	3/3/2022 4:58 PM	Aeon Nexus	Update	Case Narration Tags	<div data-wrapper="tr... tags, self harm	<div data-wrapper="tr... Assault	
	2/11/2022 5:17 ...	Aeon Nexus	Update	Generate Template	No	Yes	
	2/11/2022 5:14 ...	Aeon Nexus	Update	Time Entry Descrip... Time Entry End Ti... Time Entry Start Ti... Work Type	Coconino demo 2/11/2022 5:14 PM 2/11/2022 4:58 PM Non-Billable		
	2/11/2022 5:14 ...	Aeon Nexus	Update	Time Entry End Ti...		2/11/2022 5:14 PM	
	2/11/2022 5:13 ...	Aeon Nexus	Associate Ent...				
	2/11/2022 5:13 ...	Aeon Nexus	Associate Ent...				
	2/11/2022 5:05 ...	Aeon Nexus	Update	Case Narration Tags	<div data-wrapper="tr... tags	<div data-wrapper="tr... tags, self harm	
	2/11/2022 5:04 ...	Aeon Nexus	Update	Generate Template	Yes	No	
	2/11/2022 4:59 ...	Aeon Nexus	Update	Subject Matter		📇 Assault, Felony	
	2/11/2022 4:58 ...	Aeon Nexus	Update	Subject Matter Time Entry Descrip... Time Entry Start Ti... Work Type	📇 Assault, Felony	Coconino demo 2/11/2022 4:58 PM Non-Billable	
	2/2/2022 3:15 PM	Aeon Nexus	Update	Time Entry Descrip... Time Entry End Ti... Time Entry Start Ti... Work Type	track your attorney's ti... 2/2/2022 3:14 PM 2/2/2022 2:58 PM Billable		
	2/2/2022 3:15 PM	Aeon Nexus	Update	Time Entry End Ti...		2/2/2022 3:14 PM	
	2/2/2022 3:14 PM	Aeon Nexus	Associate Ent...				
	2/2/2022 3:14 PM	Aeon Nexus	Associate Ent...				
	2/2/2022 3:06 PM	Aeon Nexus	Update	Agency Comment Case Narration	Suspect has a histury of... <div data-wrapper="tr...	Suspect has a history o... <div data-wrapper="tr...	
	2/2/2022 3:00 PM	Aeon Nexus	Update	Generate Template	No	Yes	
	2/2/2022 2:58 PM	Aeon Nexus	Update	Time Entry Descrip... Time Entry Start Ti... Work Type		track your attorney's ti... 2/2/2022 2:58 PM Billable	
	2/1/2022 10:58 ...	Aeon Nexus	Update	Case Narration	<div data-wrapper="tr...	<div data-wrapper="tr...	

2/1/2022 10:57 ...	Aeon Nexus	Update	Agency Comment	Suspect has a history o...	Suspect has a history of...
2/1/2022 10:57 ...	Aeon Nexus	Update	Generate Template	Yes	No
1/24/2022 4:58 ...	Aeon Nexus	Update	Generate Template	No	Yes
1/24/2022 4:50 ...	Aeon Nexus	Update	Time Entry Descrip... Time Entry End Ti... Time Entry Start Ti... Work Type	Attorneys need to track 1/24/2022 4:50 PM 1/24/2022 4:23 PM Billable	
1/24/2022 4:50 ...	Aeon Nexus	Update	Time Entry End Ti...		1/24/2022 4:50 PM
1/24/2022 4:38 ...	Aeon Nexus	Update	Tags		tags
1/24/2022 4:31 ...	Aeon Nexus	Associate Ent...			
1/24/2022 4:31 ...	Aeon Nexus	Associate Ent...			
1/24/2022 4:23 ...	Aeon Nexus	Update	Time Entry Descrip... Time Entry Start Ti... Work Type		Attorneys need to track 1/24/2022 4:23 PM Billable
1/24/2022 4:23 ...	Aeon Nexus	Update	Generate Template	Yes	No
1/18/2022 3:35 ...	Aeon Nexus	Update	Status	Inactive	Active

Milestone	Description
Project Kickoff	During kickoff, Aeon Nexus will meet remotely via Microsoft Teams with the County team to define project roles and responsibilities, and to agree upon the frequency and type(s) of meetings and project communication. Additionally, our teams will review the Statement of Work (SOW) to ensure that the scope is clearly defined.
Discovery	During Discovery, the Aeon Nexus team will work with County user groups to document the "as-is" processes (workflows), templates, forms and reports, and document any additional requirements outlined in the SOW. Aeon Nexus resources will meet via Microsoft Teams with County SMEs to document requirements, creating detailed technical and functional specification documentation that will be agreed upon and signed off on by both parties. These technical and functional specification documents will be used to create a detailed project plan. This phase will require regular interaction with the County system end-users and SMEs to ensure all system requirements are captured and documented. Simultaneously, Aeon Nexus' technical team will work with the County IT team to establish, configure, test and deploy the Production, Development and Test environments.
Configuration/Build	During the Configuration and Build phases, the Aeon Nexus team will configure JusticeNexus to meet the requirements outlined in the Discovery phase, as defined by the County. All forms, templates, workflows and reports will be created during this milestone.
Migration	The Aeon Nexus team will work with the County IT team currently responsible for legacy systems, to capture, validate and migrate the existing legacy data, documents and other digital assets to the JusticeNexus solution.
User Acceptance Testing (UAT)	During UAT, a group of end users will be selected by the County (typically "super users") and will proceed through test scripts to ensure the new solution is operating as required. Any errors or issues are resolved through an iterative process until no errors are documented.
Training	Training is provided to all County end users to ensure that every County user is familiar with both Microsoft Dynamics 365 and JusticeNexus. Additionally, we provide System Administrator training to designated County staff. Successful training ensures high user-adoption.
Go-Live	During this milestone, the new system will go live and become the new system of record.
Post-Go-Live Support	During the 30 days following Go-Live, Aeon Nexus staff will support the County staff with any system issues while they are getting used to the new system.

Attorney Dashboard ∨

My Assigned Cases

+ New   🗑 Delete |∨   ↻ Refresh   ⋮

Search this view 🔍

✓	Case # ↑ ∨	Case Type ∨	Case Status ∨	Court # ∨	Received Date ∨	Created On ∨
	CS-000001004	Criminal-Felony	Filing/Review	TR2015-0015	2/6/2021	2/13/2021 1:47 PM
	CS-000001008	Consumer	Investigation	TR2015-00425	2/18/2021	3/20/2021 12:53 PM
	CS-000001009	Criminal-Felony	Post Sentencing	TR2015-04444	1/29/2021	3/20/2021 12:58 PM
	CS-000001012	Criminal-Infraction	Investigation	TR2015-00427	2/8/2021	3/21/2021 9:56 AM
	CS-000001016	Domestic Violence	Filing/Review	TR2021-85121	3/4/2021	3/22/2021 9:57 AM
	CS-000001021	Non Criminal	Active	TR2021-85191	3/10/2021	3/22/2021 10:43 AM
	CS-000001039	Criminal-Felony	Active	TR2021-85551111	1/6/2021	4/6/2021 3:42 PM
	CS-000001040	Criminal-Felony	Filing/Review	TR2021-82021	2/6/2021	4/6/2021 3:48 PM
	CS-000001049	Criminal-Felony	Active	474502	5/5/2021	4/16/2021 10:05 AM

All # A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

1 - 9 of 20 |← ← Page 1 →

Active Cases

↻ 📷 ⊏

Case Load by Attorney

Bar chart — CountAll (Case #) vs Assigned Attorney:
- Dan Attorney: 20
- Gabrielle Attorney: 27
- Mason Schuler: 8
- Robert Jordan: 16
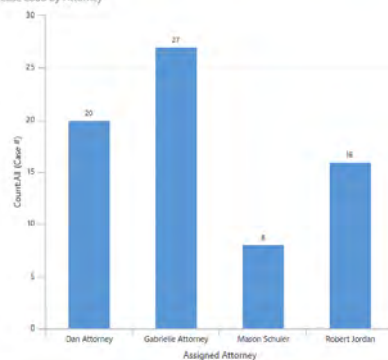
📅 Today   ↑   ↓   March 2022 ∨   📅 Month ∨

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Feb 27	28	Mar 1	2	3	4 ▪ Evidentiary Hearing - CS-000001000 ▪ Criminal Arraignment - CS-00000110(	5
6	7	8	Mar 9	10	11	12

PIMA COUNTY PROCUREMENT DEPARTMENT
150 W. CONGRESS ST., 5ᵀᴴ FLOOR, TUCSON, AZ 85701-1207
PHONE: (520) 724-8161 FAX: (520) 222-1484

Terri Spencer
Procurement Director

Via Email: dennisblaine@aeonnexus.com

April 6, 2022

Aeon Nexus
Attention: Dennis Blaine
138 State Street
Albany, NY 12207

RE: Pima County RFP-PO-2200014 PDS Case Management System

Dear Mr. Blaine,

Pima County ("County") is issuing this Request for Clarification (RFC #2) to obtain further cost clarification and/or additional documentation to be able to fairly and accurately continue to evaluate your submittal for the RFP identified above.

The cost directed questions County is presenting can be found on Attachment 8 – RFC #2 Cost Clarification, included with this RFC letter.

County requires a written response to all questions posed in this RFC letter unless specifically indicated otherwise. Please complete and submit the appropriate attachment your responses to Denise Waldo at denise.waldo@pima.gov before 2:00 PM MST on April 13, 2022.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Denise Waldo

Denise Waldo, CPPB / Procurement Officer
Pima County Procurement Department

Attachment:
Attachment 8 – RFC #2 Cost Clarification

#	DESCRIPTION	PER YEAR COST	EXPLANATION (if needed)
Turnkey Solution			
4.1.1	Provide cost of the JusticeNexus application as a turnkey solution (software as a service model). County does not intend to setup a cloud hosting environment for JusticeNexus.	$411,265.20	This annual cost is for 250 licensed Pima County users and includes the previously separated cost for annual support and maintenance. Not included in this pricing is the one-time implementation fee of $1,845,575.00 to configure JusticeNexus for Pima County (document and email templates, workflows, reports, migration, integrations, training, and other setup activities identified in an accompanying SoW).
Storage			
	County requires the abililty to store a single file up to 500 GB.		
4.2.1	Provide cost of 200 TB (initial data storage needs).	$ 45,000.00	Annually
4.2.2	Provide cost of each additional 100 TB (for future growth).	$ 22,500.00	Annually
Logins (Outside PC Employees)			
4.3.1	Provide cost of 20,000 unique logins.	$ 96,000.00	Annually. (This is Tier 4 pricing at a minimum of 250 units, providing 25,000 logins/mo. Tier 3 pricing is a lower minimum, but a higher "per unit" cost, making Tier 4 the better value. See attached "Portal Tiers" tab for furrther detail.)

	Unit Price	Minimum Units	Minimum logins/mo	Minimum cost/m	Cost/login		Pima Qty	Pima Cost/mo	Logins	Annual	Notes
Tier 1	$ 200.00	1	100	$ 200.00	$ 2.00		200	$ 40,000.00	20000	$ 480,000.00	
Tier 2	$ 100.00	10	1,000	$ 1,000.00	$ 1.00		200	$ 20,000.00	20000	$ 240,000.00	
Tier 3	$ 70.00	50	5,000	$ 3,500.00	$ 0.70		200	$ 14,000.00	20000	$ 168,000.00	
Tier 4	$ 32.00	250	25,000	$ 8,000.00	$ 0.32		250	$ 8,000.00	25000	$ 96,000.00	*
Tier 5	$ 12.00	1,000	100,000	$ 12,000.00	$ 0.12		1000	$ 12,000.00	100000	$ 144,000.00	

*Tier 4 is less expensive even at the higher minimum, than Tier 3.

END OF EXHIBIT E

MASTER AGREEMENT
PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION

Description: PDS Case Management System

I S S U E R	Pima County Procurement Department 150 W. Congress St. 5th Fl Tucson AZ 85701 **Issued By:** TROY MCMASTER **Phone:** 5207248728 **Email:** troy.mcmaster@pima.gov	

T E R M S

Initiation Date:	12-20-2022
Expiration Date:	12-19-2023

NTE Amount:	$2,700,000.00
Used Amount:	$0.00

V E N D O R

Aeon Nexus Corporation

138 State Street

Albany NY 12207

Contact:	Meghan A. Barkley
Phone:	213-878-2999
Email:	meghanbarkley@aeonnexus.com
Terms:	0.00 %
Days:	30

Shipping Method:	Vendor Method
Delivery Type:	
FOB:	FOB Dest, Freight Prepaid

Modification Reason

This Master Agreement is for an initial term of one (1) year in the award amount of $2,700,000.00 (including sales tax) and includes four (4) one-year renewal options in the annual award amount of $844,000.00 (including sales tax).
Attachment: Information Technology Contract

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the soliciation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.

MASTER AGREEMENT DETAILS

PIMA COUNTY

Line	Description					
1	**Kickoff**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	EA	$26,000.00			
2	**Configure (Environment Setup)**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	EA	$99,375.00			
3	**Discovery (Requirements Gathering)**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	EA	$288,000.00			
4	**Architecture/Design**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	EA	$102,300.00			
5	**Development Iteration 1 (Build/Migration/Integration)**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	EA	$230,175.00			
6	**Development Iteration 2(Build/Migration/Integration)**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	EA	$230,175.00			
7	**Development Iteration 3 (Build/Migration/Integration)**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	EA	$230,175.00			
8	**Development Iteration 4(Build/Migration/Integration)**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	EA	$230,175.00			
9	**UAT Training/UAT**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	EA	$279,000.00			
10	**End User Training**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	EA	$82,800.00			
11	**Go-Live (including post go-live support)**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	EA	$47,400.00			
12	**Licensed User - Annually**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	EA	$8,270.00			
13	**300TB Add'l Azure Blob Storage**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	YEAR	$67,500.00			
14	**Portal Logins - up to 25,000 logins/mo**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	YEAR	$96,000.00			