

Statement of Work

Miami- Dade PD Electronic Citation System

Change History

<i>Revision</i>	<i>Date</i>	<i>Author</i>	<i>Section Changed and Description</i>
1.0	9/15/2015		Original
2.0	10/1/2015		Updated Timeline
3.0	10/14/2015		Updated requirements
4.0	11/17/2015		Removed work items/tasks to reduce the proposal
5.0	11/19/2015		Combined two quotes into one
6.0	1/28/2016		Updated Article 20 and OTR

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Date: September 15th, 2015

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1 INTRODUCTION

This document is being submitted to serve as the mutually acceptable Statement of Work (“SOW”) between LexisNexis Inc. (“LexisNexis”) and the Miami-Dade Police Department (“Customer”). This SOW is for the customization and delivery of a of an electronic citation issuance system to be used within Miami Dade Police Department. The project will be divided into three distinct phases.

Unless specifically noted within this SOW, all software shall be a standard commercial off-the-shelf (“COTS”) product.

Functionality not identified in this SOW may be included at a later time with appropriate revisions to the SOW at any time.

2 ASSUMPTIONS

This SOW is based upon the following assumptions:

1. The Customer will work with LexisNexis to provide LexisNexis with the latest version of both MDPD Witness Form and TCATS ICD document required to develop the Citation submission interface to the Clerk of Court.
2. The work identified in this SOW is considered complete upon live operational/ production use. LexisNexis will work with the Customer to confirm that all deliverables have been completed in accordance with agreed upon plans and contractual terms.
3. All the services that provided under this SOW will be conducted remotely by LexisNexis personnel and require a VPN or secured remote connection be provided by the Customer.
4. The Citation System will only be compatible with Microsoft Windows Operating System XP, 7, 8 and 10.
5. LexisNexis and the Customer will review the SOW and determine a mutually agreeable date for the services described in this SOW to be delivered.
6. The work is to be performed, completed, and managed at the direction of LexisNexis with its principle office location at: 1000 Alderman Dr, Alpharetta, GA 30005.

3 TIMELINE

This project will be divided into three distinct phases. An overview of each Phase is outlined below:

Phase 1: Pre-Development/Set-up

Timeline: 8 Weeks

Phase 1 Development will begin after Contract execution

- *Load Offenses:* Load Miami Dade County Offenses into backend Admin Portal Database.
- *Set-up eCitation Module:* Enable the Citation module for all users, on the client and the Admin Portal)
- *Configure UTC, DUI & Warning Forms:* Set-up and test the printing capabilities of all three forms.
- *Configure/Add DHSMV Citation Numbers:* Configure the system so that it can distribute Citation Numbers to all devices
- *Set-up XML Export:* Export the Citation's XML on SFTP server for the CDW (Crime Data warehouse)
- *Interface to Miami Dade's ePolice System:* Develop the ability to auto populate Person and Vehicle information from FCIC returns from ePolice
- Citation integration into Miami Dade's electronic crash reporting application – Citation will be accessible through a single shared interface for each application.
- *Interface to Motorola PMDC:* Develop the ability to auto populate Person and Vehicle information from FCIC returns from Motorola PMDC

Phase 2: Training/Initial Deployment

Timeline: 1 Week**Note: Phase 2 will begin after Phase 1 completion**

- Train the Trainer sessions: LexisNexis will provide ten (10) on-site training sessions to be held during a five (5) day period. Each session shall include twenty-five (25) officers
- Go- Live: On this date the Officers will have the ability to issue citations, however MDPD will be required to manually submit a copy of the printed ticket to the clerk of court until Phase 3 completion.
- Deliver Data to the Court: LexisNexis will provide an export to the court once per day.

Phase 3: Customization**Timeline: 22 Weeks****Phase 3 Development will begin after Contract execution**

- Automation of Transmission: Application will automatically process receipt transmittal reports from Clerk of Courts, which we will receive as a file in the ftp server, in order to update the submission status of citations (Accepted or Rejected – see Exhibit A). For Rejected Citations, the application will notify officers via email, with the reason why the citation was rejected and will have the ability for an officer to make correction to the same citation before resubmitting into the workflow process.
- Automation of Receipt Transmission: Automate receipt Transmittal process for reports from Clerk of Courts, and update the submission status of citations (Accepted or Rejected).
- Clerk of Courts Spirit Group Notification: Automate Notification to the Clerk of Courts Spirit Group if a receipt transmittal report was not received within 72 hours.
- Receipt Tracking: Ability to view receipt transmittal reports in the Admin Portal
- Rejection Notification to the Officers: Notify officers via email and through within the Application for rejected citations, with the reason why the citation was rejected.
- Ability to Modify Citation: Ability to modify content captured on a previously issued citation and re-submit through workflow to the Clerk of Courts.

4 PROJECT DELIVERABLES

Whereas the electronic Crash Reporting Module is currently installed and actively used by Miami Dade PD, the project deliverables for this SOW include only the integrated Electronic Citation module.

The eCitation Application module to be installed on unlimited Mobile Data Terminals (MDT) shall have the following functionality:

1. The eCitation application will meet Florida Traffic Citation Accounting Transmission Application (TCATS) requirements. (See Exhibit B)
2. Application will enable users to capture information on all fields identified on the DHSMV UTC Form
3. The printed ticket will contain all data fields that are currently on the paper form and validate that all required information has been entered as described in the Miami-Dade Clerk of Courts e-Citation processing Interface Control Document. (See Exhibit B)

4. Application will include the ability to electronically complete the DUI and Warning.
5. Application will have an audit feature that tracks blocks of Citation Numbers issued by DHSMV assigned to each computer/device. The System Administrator will have the ability to run a report in the Admin Portal to determine which computers have unused blocks of DHSMV Citation Numbers.
6. Application will allow printing from the MDT's and/or any other network desktop.
7. Application will enable Officers to view their previously issued Citations.
8. Users will have the ability to enter Citations without network connectivity, in disconnected mode.
9. Application will maintain Citation integrity, displaying a time and date stamp in the Admin Portal.
10. Application will allow users to modify/correct citations rejected by the Clerk of Courts and resubmit them to the Clerk of Courts. The citations rejected by Clerk of Courts will be detected via the transmittal receipt process, and the system will route them back to the Officer for corrections. The Officer will receive both an email notification, as well as a prompt upon login informing officer that a Citation has been sent back. The notification will include the rejected reason. The officer will then correct the existing citation and resubmit which will then push the modified citation to the Clerk of Court without issuing a new Citation number.
11. Application will include an audit trail, including at minimum the following information: date of ticket issued and issuing officer.
12. Application will store all documents in LexisNexis hosted SQL server and render them for viewing in PDF format for the customer
13. Application will have both daytime and nighttime viewing modes.
14. Application will have a voice response module that enables querying the Motorola Premier System and ePolice.
15. Application will allow MDPD personnel to access citation information in real time.
16. Application will include an interface to the Motorola Premier MDC application, and LawQuery application, which will be used to populate offender and vehicle information on the appropriate fields with the data returned from Federal Citizen Information Center (FCIC)/National Crime Information Center (NCIC)/Department of Highway Safety and Motor Vehicle (DHSMV)/Criminal Justice Information System (CJIS) queries. Note: We will assure that the codes captured are in standardized format
17. Application will include an interface that works with MDPD hardware to import Florida's driver's license information that may be stored on the magnetic strip or bar code of the driver's license into appropriate fields on each of the forms.
18. Application will provide 256-bit encryption to protect citations from unauthorized access.
19. Application will use a hands-free upgrade process including bug fixes and patches that are submitted via the network, and are taken by officers upon login to the application.
20. Application will have the ability to store most commonly used intersections.
21. Application will provide an analytical report that track offenses, as well as a report that displays the areas and times where incidents are occurring.
22. Users will have the ability to view citation data from other jurisdictions using LexisNexis software for Investigation purposes.
23. The Admin Portal will timeout after 60 minutes of inactivity.
24. Application will adhere to LexisNexis's complex password policies.
25. Application will automatically process receipt transmittal reports from Clerk of Courts, in order to update the submission status of citations (Accepted or Rejected – see Exhibit A).
26. For rejected citations, the application will notify officers via email, with the reason for rejection.
27. Application will automatically notify the Clerk of Courts Spirit Group (COC-SE@miamidade.gov), if a receipt transmittal report was not received within 72 hours. Receipt transmittals are delivered by Clerk of Courts, for each transmittal report which is sent to them (see Interface Control Document).

28. Application will automatically monitor remaining citation numbers in the backend Admin Portal once it falls below a certain threshold it will send an email to the Agency Administrator to request a new batch of citation numbers from DHSMV.
29. The application will notify the officer if they have not transmitted a citation within 5 days provided they have the network connection available on the device.
30. Application will provide ability to view the receipt transmittal reports in the Admin Portal.
31. Application will include a Voice response System on FDLE/NCIC queries.
32. Application will only be compatible on Microsoft Windows Operating system version XP, 7, 8 and 10.
33. Application will allow the officers to select values for fields from a drop down list as described in the Miami-Dade Clerk of Courts eCitation processing Interface Control Document. Note: Fields must include Statute Number, Court information and amount associated with the violation.
34. Application will group statute violations by type of violation (e.g. Speeding, Traffic Light, etc.)
35. Application shall provide Agency with the ability to set default settings for commonly used fields, such as: Laser #, Agency #, Badge #, etc.
36. Application will have the ability for the Officer to select the number of copies to be printed for the citation (default will be set to 2 copies). One citation will be given to the driver and the other will be signed by the driver and kept by the officer to be forwarded to Clerk of Courts.
37. Application will restrict the user from modifying the citation number generated by the application.
38. Application will print a bar code indicating the unique State assigned citation number.
39. Application will assign a block of citation numbers per device in an automated fashion, ensuring duplicate ranges do not occur. Range of citation numbers should be retrieved from a central location ensuring unique numbers are assigned to each individual unit.
40. Application will enable supervisors the ability to reassign unused blocks of citation numbers to another device.
41. Application will provide the ability to wirelessly transmit the ticket information to a central server location. File will either be in XML or ASCII format.
42. All tickets uploaded will be concatenated into one central file, in TCATS format, and uploaded to a given network location (see Exhibit B).
43. Application will provide an automated process for the updating of code tables, statutes, and violation fees, across all clients running the application.
44. Application will handle new citation number formats, and will not be restricted to the existing 7 character format.

5 PROJECT MANAGEMENT SERVICES

LexisNexis will assign a Project Manager to coordinate this effort. The Project Manager will work with the Customer to define a mutually agreed upon project schedule for the deployment of the electronic Citation application.

6 CUSTOMER RESPONSIBILITIES

1. The Customer is responsible for providing a single point of contact for coordination with the LexisNexis Project Manager.
2. The Customer is responsible for providing LexisNexis with third party contact information if needed.
3. Customer is responsible for providing all hardware, network infrastructure and configuration to support this effort.
4. The Customer is responsible for ensuring that no discrepancies are introduced across the products.
5. The Customer is responsible for the set up and configuration of the LexisNexis products and any third party products or services if needed for this effort.
6. The Customer is responsible for providing LexisNexis with appropriate resources during the remote installation and testing of the module.
7. The Customer is responsible for testing the new module after installation on the laptops.
8. Customer is responsible for providing a VPN or a secured remote connection for support, as needed.

7 LEXISNEXIS RESPONSIBILITIES

1. LexisNexis will notify MDPD of all resources requiring access to the MDPD network. All dedicated LexisNexis resources that will be developing the custom solution will go through the MDPD required background check/CJIS certification process. LexisNexis will request virtual escort when accessing MDPD network remotely.
2. LexisNexis will provide training material in the form of a slide deck to MDPD for their distribution.
3. LexisNexis shall add MDPD as a beneficiary to an escrow agreement with a third party escrow agent that will be funded and secured by MDPD. MDPD will have the right to access the source code for all software created under this agreement only in the event there is a substantial change in the corporate management of LexisNexis's corporate entity.

8 SOFTWARE TEST

LexisNexis software is tested through in-house certification procedures prior to distribution to LexisNexis's customer base. Following software installation, LexisNexis will perform an informal unit test of the software identified within this SOW.

The Customer will conduct testing within thirty (30) days of the successful installation on the Customer's test system. Any issues will be presented to LexisNexis, through LexisNexis's Helpdesk Support procedures, no later than thirty (30) days after installation by customer.

9 ACCEPTANCE CRITERIA

LexisNexis will work with the Customer to confirm that all deliverables have been completed in accordance with agreed upon plans and contractual terms.

10 SCHEDULE

Scheduling of LexisNexis services will occur: (i) upon receipt of this executed document, (ii) receipt of Customer's purchase order (if applicable), and (iii) Customer has no past due payments to LexisNexis. LexisNexis and the Customer will determine a mutually agreeable schedule for completion of the deliverables as described in this SOW.

11 PRICE

LexisNexis has delivered the following Quote to Miami Dade Police: See attached Exhibit C

Additional development work is not covered under this statement of work. If further development is required, an additional statement of work will be presented and will be quoted at the development fee of \$250/hour.

12 TERMS OF PAYMENT

50% of Payment will be due upon Contract execution and 50% upon phase 3 completion. Payments will be made in accordance with the Dade County Prompt Payment Ordinance

13 OWNERSHIP IN DATA/COMPUTER SOFTWARE

All computer software related deliverables (data, programs, or program enhancements) prepared under this SOW shall be the property of LexisNexis and shall be licensed to the Customer pursuant to LexisNexis's current Software License Agreement.

14 MAINTENANCE

For any new purchases of LexisNexis software described in this SOW, the Customer shall be responsible for placing the newly purchased software under maintenance following expiration of the applicable warranty period. If the software is not placed under maintenance, the cost of development and services required to migrate the current functionality to the new version will be added to all future system upgrades. Enhancements to this software are not provided under the maintenance agreement.

For any software version upgrades described in this SOW, this upgraded software is provided at no cost to the Customer under the general terms of the LexisNexis maintenance agreement. This maintenance agreement must be in effect and current before any scheduling or related work will occur.

15 WARRANTY

For any new software purchased as a part of this SOW, the following warranty applies. This warranty does not apply to software that is already covered under a paid maintenance agreement.

LexisNexis software is warranted to substantially conform to the user documentation, free from defects in material and workmanship for a period of thirty (30) days from installation.

LEXISNEXIS DISCLAIMS (TO THE EXTENT PERMITTED BY LAW) ALL WARRANTIES ON PRODUCTS FURNISHED HEREUNDER, EXCEPT THOSE SPECIFICALLY STATED ABOVE, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND REPRESENTS THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF LEXISNEXIS.

16 DISCLAIMER

IN NO EVENT WILL LEXISNEXIS BE LIABLE TO THE CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH ANY SERVICES OR DELIVERABLES PROVIDED UNDER THIS SOW, EVEN IF LEXISNEXIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LEXISNEXIS'S TOTAL LIABILITY FOR ANY AND ALL DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS SOW FROM ANY CAUSE SHALL NOT EXCEED THE VALUE OF THIS SOW. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS SOW MAY BE BROUGHT BY THE CUSTOMER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

17 INFRINGEMENT

In the event of any proceeding against the Customer arising from allegations that the deliverables or services furnished by LexisNexis infringes U.S. patent, copyright, trade secret, or other proprietary right

of any third party, LexisNexis will, if such allegation is not a result from modifications made by the Customer, defend or settle such proceeding, at LexisNexis's expense, provided the Customer promptly notifies LexisNexis in writing and grants LexisNexis full authority to defend and settle such proceeding. LexisNexis shall make such defense by counsel of its own choosing and the Customer shall cooperate with said counsel.

18 FORCE MAJEURE

Neither party shall be deemed to be in default of any provision of this SOW or be liable for any delay, failure in performance, or interruption of service resulting from acts of war, acts of terrorism, acts of God, civil or military authority, civil disturbance, or any other cause beyond its reasonable control.

19 TAXES

Prices are exclusive of all federal, state or local sales, use, property, gross receipts, value added or similar taxes based upon amounts payable to LexisNexis pursuant to this SOW ("Taxes"). Such Taxes however do not include franchise taxes or taxes based on net income. The Customer agrees to pay LexisNexis any applicable Taxes or provide LexisNexis documentary evidence of an appropriate statutory exemption.

20 GOVERNING LAW

This SOW shall for all purposes be construed and enforced under and in accordance with the laws of the State of Florida.

21 PLACE OF PERFORMANCE

The work is to be performed, completed, and managed at the following location:

LexisNexis Headquarters 1000 Alderman Dr. Alpharetta, GA 30005

The Customer agrees to provide appropriate work place accommodations, computer equipment, software, and necessary onsite access for LexisNexis personnel if needed.

22 ENTIRE AGREEMENT

These terms and conditions, the LexisNexis quotation, together with any attachments hereto, constitute the entire agreement between the parties with respect to the subject matter hereof; all prior agreements, representations, statements, negotiations, and undertakings are superseded hereby

23 APPROVAL SIGNATURES

Signature by all parties listed below constitutes acceptance of and notice to proceed with this SOW, in accordance with this SOW.

This SOW may be executed in one or more counterparts, each of which shall be deemed to be original, and all of which together shall constitute one and the same agreement. A signature delivered by facsimile shall be deemed to be an original signature and shall be effective upon receipt thereof by the other party.

This document is approved by:

<i>LexisNexis Authorized Signature</i>	
Name: William Madison	
Signature:	Date: 10/1/2015

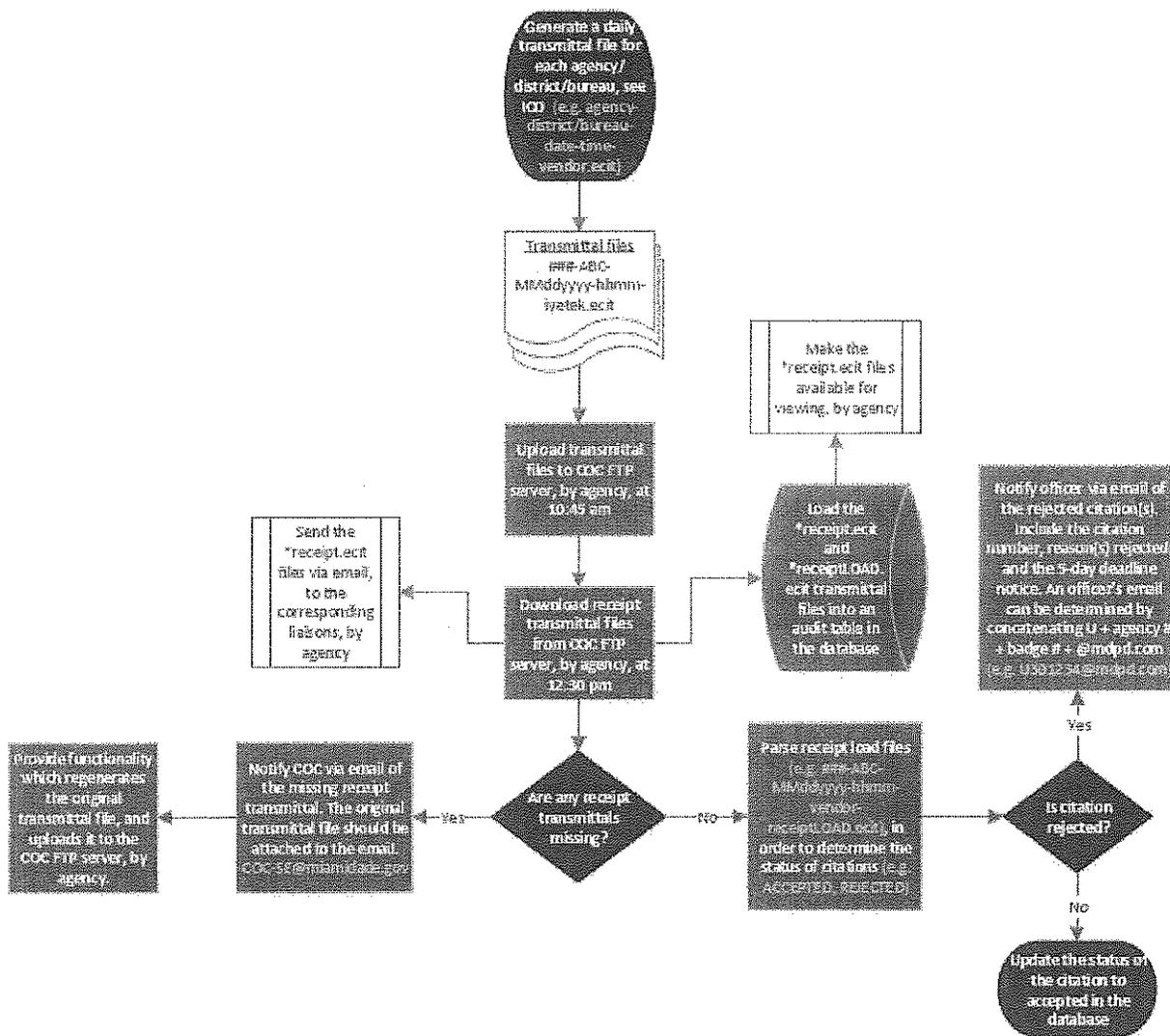
<i>Authorized Customer Signature</i>	
Name:	
Signature:	Date:

Please send the signed document to the following address:

LexisNexis Inc. Attn: Seth Perlmutter 1000 Alderman Dr, Alpharetta, GA 30005

24 EXHIBIT A: EXISTING CITATION TRANSMITTAL WORKFLOW

MDPD existing citation submission workflow to the Clerk of Court is identified below.



25 EXHIBIT B: TRAFFIC CITATION ACCOUNTING TRANSMISSION SYSTEM (TCATS) INTERFACE CONTROL DOCUMENT

We are using the Traffic Citation Accounting Transmission System (TCATS) Interface Control Document Version 6.0.1 (http://www.flhsmv.gov/courts/utc/documents/TCATS_ICD_6_0_1.pdf) by the Florida Association of Court Clerks, Inc.

26 EXHIBIT C: PRICING

Exhibit C

Quote

LexisNexis®
1000 Alderman Drive
Alpharetta, GA 30005



January 28, 2016

Quote No.: 20160128MOPD

ATTN: Emilio Canasi

Ship To:

Miami-Dade County Police Department
9105 Northwest 25th Street
Miami, FL 33172

Bill To:

Miami-Dade County Police Department
9105 Northwest 25th Street
Miami, FL 33172

Part Number	Description	Quantity	Unit Price	Amount
78611	LexisNexis® eCitation <ul style="list-style-type: none"> • Three Forms: DHSMV, UTC, and Warning • Voice Response System • Distribution of Citation Numbers • Ability to manage/print citation from the Web Portal • Interface to Motorola PMDC • Interface to Miami-Dade's Clerk of Courts • eCitation integration into Miami Dade's electronic crash reporting application, eCitation will be accessible through a single shared interface with Miami Dade's electronic crash reporting application. 	Enterprise License	\$ 145,000.00	\$ 145,000.00
64452	LexisNexis® eCitation Annual Support and Maintenance <ul style="list-style-type: none"> • Unlimited customer support (phone and e-mail) • Every critical patch and upgrade released *** Years 1 and 2 will be invoiced at 18% of the Enterprise License Fee *** Invoices for years 3 and 4 will be capped at 3% over the prior year's maintenance fee 	1	18%	\$ 26,100.00
Custom	LexisNexis® eCitation Custom Interfaces <ul style="list-style-type: none"> • Automate receipt Transmittal process for reports from Clerk of Courts, and update the submission status of citations (Accepted or Rejected) • Automate Notification to the Clerk of Courts Spirit Group if a receipt transmittal report was not received within 72 hours • Notify officers via email for rejected citations, with the reason why the citation was rejected 	Enterprise License	\$ 66,000.00	\$ 66,000.00

Pricing is guaranteed for 120 days from the date this quote was issued

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Custom	LexisNexis® eCitation Annual Support and Maintenance for Custom Interfaces <ul style="list-style-type: none"> • Unlimited customer support (phone and e-mail) • Every critical patch and upgrade released *** Years 1 and 2 will be invoiced at 18% of the Enterprise License Fee **** Invoices for years 3 and 4 will be capped at 2% over the prior year's maintenance fee	1	18%	\$ 11,860.00
Base Product & Support				\$ 171,100.00
Custom Interfaces & Support				\$ 77,880.00
Quote Subtotal				\$ 248,980.00
Sales Tax				As Applicable

LexisNexis® appreciates the opportunity to provide you with this quote. If you have any questions regarding this quote, feel free to reach out to your account manager:

Christopher Hood
 Christopher.Hood@lexisnexis.com

Signature to Accept Quote: _____ Date: _____

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