

ISSUING DEPARTMENT INPUT DOCUMENT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. RFP758

Contract

Re-Bid
 Other – Access of Other Entity Contract
 LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: RQET2000029
 TERM OF CONTRACT 1 YEAR(S) WITH 2 YEAR(S) OTR

Requisition /Project Title: Electronic Traffic Crash Reporting System

Description:

The Miami-Dade County Police Department (MDPD) requires a web-based, turnkey Electronic Traffic Crash Reporting System to remain in compliance with Florida Statue 316.066 regarding Written Report of Crashes and Florida State Statute 119.07 regarding Public Records Requests. The current solution processes in excess of 56,000 crash reports on an annual basis. It allows for automated completion of the Florida Traffic Crash Report, the Driver Exchange Form, the Towing Form, and the Confidential Hit and Run Report. In addition, the solution allows the Florida Traffic Crash Report and Traffic Homicide Report available to the public for purchase in accordance with Florida Statutes.

Issuing Department: Procurement
 Contact Person: Sade Chaney
 Phone: 3053753027

Estimate Cost: \$0 (Revenue Generating)

Funding Source:
GENERAL
FEDERAL
OTHER

Administrati

ANALYSIS

Commodity Codes:	92045	92003			
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.					
	EXISTING	2ND YEAR	3RD YEAR		
Contractor:	LEXISNEXIS CLAIMS SOLUTIONS INC				
Small Business Enterprise:	No				
Contract Value:	\$1,331,935				
Comments:	This is a revenue generating contract.				
Continued on another page (s): <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE				
Basis of Recommendation:				
None. This is a Non-Competitive Contract.				
Signed: Sade Chaney	Date sent to SBD: 6/29/2020			
	Date returned to SPD: 			

Electronic Traffic Crash Reporting System

Scope of Services

BACKGROUND

The Miami-Dade County Police Department (MDPD) requires a web-based, turnkey Electronic Traffic Crash Reporting System to remain in compliance with Florida Statute 316.066 regarding *Written Report of Crashes* and Florida State Statute 119.07 regarding *Public Records Requests*. The current solution processes in excess of 56,000 crash reports on an annual basis. It allows for automated completion of the Florida Traffic Crash Report, the Driver Exchange Form, the Towing Form, and the Confidential Hit and Run Report. In addition, the solution allows the Florida Traffic Crash Report and Traffic Homicide Report available to the public for purchase in accordance with Florida Statutes.

HOSTING

Hosting. Contractor shall provide the County with the required hosting, unlimited access, maintenance, and technical support services for the Web Services throughout the term of this agreement, including any options or extensions exercised by the County. Contract will ensure of Web Services availability twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year including weekends and holidays, excluding periods of scheduled maintenance at no additional charge.

SUPPORT AND MAINTENANCE SERVICES

Maintenance and Support Services. Maintenance and Support Services shall include but not be limited to general maintenance and support activities; remedial resolution activities to resolve System issues; correcting programming and coding errors; and supplying solutions to known system errors which affect the operation any or all portions of the Software System.

Contractor shall provide telephone advice and e-mail assistance by individuals with experience in functional and operational areas of the Software System regarding issues involving the usage of the System (rather than error correction), including, but not limited to, advice and assistance covering the System, and general usage issues such as capacity and/or response times.

The Maintenance Services shall be conducted in the following manner:

- a) Contractor shall offer the County all software error corrections, upgrades, patches and fixes, Updates, Upgrades, and Releases of the Software System as they are made available by the Software developer at no additional charge.
- b) Contractor shall provide notice to the County via E-mail when new minor/medium/major updates are available and will advise of any System downtime.
- c) Contractor shall ensure that the Software System maintains compliance with the State of Florida laws and regulations regarding Traffic Crash Reports and Public Records during the term of this Contract, including any renewals or extension periods.

The Support Services shall be conducted in the following manner:

For the term of this Agreement, Contractor shall provide technical support via telephone and/or e-mail. Contractor shall provide a list of assigned contact names and phone numbers (a "Contact List") for technical support. The Contact List may be updated by Contractor from time to time upon written notice to County,

provided that if County has any reasonable objections to any such revisions, Contractor will work with County to resolve such objections. Contractor will provide after-hours emergency technical support 24x7x365 via a telephone support paging system. Contractor guarantees a call-back to the County within 60 minutes of the initial after-hours emergency telephone page.

For this purpose, the County will contact the Contractor and indicate the exact problem description and a classification based on the following priority levels:

The categories are Priority 1, 2, and 3 as further defined below:

"Priority 1 - Critical Business Impact Event" means the impact of the reported defect is such that the County or third party users are unable to either use the System or reasonably continue work using the System.

- Contractor shall respond to the County within one (1) hour of notification. Contractor guarantees a minimum of one-hour continuous effort on Priority 1 issues. Following the one-hour of continuous effort, Contractor will use all reasonable efforts to resolve the issue. Contractor shall use commercially reasonable efforts to resolve or reduce to Priority 2 all Priority 1 Events within eight (8) hours after notification.

"Priority 2 - Significant Business Impact Event" means important features of the System are not working properly. While other areas of the System may not be impacted, the reported defect has created a significant, negative impact on the County's productivity and/or service level.

- Contractor shall maintain a response time goal of four (4) hours and shall use commercially reasonable efforts to resolve or reduce to Priority 3 all Priority 2 Events by the close of the next business day after notification.

"Priority 3 - Some Business Impact Event" means features of the System are not working properly, but County impact is minimal loss of operational functionality but the System can still operate.

- Contractor shall maintain a response time goal of one (1) day and shall use commercially reasonable efforts to resolve the Event in a time period to be mutually agreed upon by both parties.

Web Services Availability. Normal Service Availability Schedule (Number of hours available each day) are Twenty-Four (24) hours per day and Seven (7) days per week. The System shall be available and functioning for use as described in this Agreement 99% of the time as measured on an annual basis, measured as the Twelve (12) Months beginning each year on the anniversary date of the Final Site Approval and Acceptance. So long as the System is available over the Internet to at least some third parties (i.e., the System is functioning properly and there are no technical issues with Contractor's or its Internet service provider's hardware or software), any inability on the part of County or Third Party Users to access the System as a result of a general Internet outage, the County's Internet outage or the Third Party User's Internet outage, will not be counted toward any unavailability time period. System Maintenance, as provided below, will not be counted toward any unavailability time period. Site Downtime is defined as time when the Program is unavailable to the public apart from scheduled site maintenance.

System Maintenance. Notwithstanding the foregoing, maintenance downtime (i.e., taking the System offline such that it is not accessible to the County) may be scheduled to occur between Midnight (12:00 a.m.) through

5:00 a.m., Eastern Time daily ("Daily Maintenance Window"). Contractor may from time to time also schedule other maintenance to occur outside of the Daily Maintenance Window, but such scheduled maintenance would still occur outside of normal Business Hours.

Contractor will provide the County with at least 48 hours prior notice of any maintenance requiring the System to be taken offline. During the Daily Maintenance Window, Contractor may perform, without any notice to County, routine maintenance operations that do not require the System to be taken offline, but which may have the effect of degrading System performance and response time. Such degradation in performance and response time shall not be deemed a breach of any obligation hereunder. No Twenty Four (24) hour period may exceed Five (5) hours of scheduled outage unless County approves in advance.

SOFTWARE MODIFICATIONS

Software Enhancements or Modifications. The County may, from time to time, request that the Contractor incorporate certain features, enhancements or modifications into the Software. When requested by the County, the Contractor shall provide the requested system enhancements/modifications including all relevant source code. Upon the County's request for such enhancements/modifications the County shall prepare a Statement of Work ("SOW") for the specific Project that shall define in detail the Services to be performed. The Contractor shall submit a cost and/or temporary revenue sharing proposal including all costs pertaining to furnishing the County with the enhancements/modifications.

After the SOW has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement. Such enhancements or modifications shall become the property of the County. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Contractor's warranty obligations.

Following the County's acceptance of all enhancements/modification, the Contractor shall provide the County, if so requested with written confirmation of the date the enhancements/modification was applied to the Software System, and any and all Documentation relating to the Software and or enhancements/modification thereto.

The Contractor shall provide implementation and installation services in the following manner:

- Contractor shall provide automatic updates to the Software System, code table values and maps used for address validation via hardwire and/or wireless

The Contractor shall provide training services in the following manner:

- At the request of the County, Contractor shall conduct on-site training upon release of new software versions.

PRICE SCHEDULE

ADMINISTRATIVE COST RECOVERY SCHEDULE

DESCRIPTION	PERCENTAGE
Percentage of each purchase generated via the Electronic Traffic Crash Reporting System to be retained by the Contractor – Year 1	50%
Percentage of each purchase generated via the Electronic Traffic Crash Reporting System to be provided to Miami-Dade County - Year 1	50%
Percentage of each purchase generated via the Electronic Traffic Crash Reporting System to be retained by the Contractor – Year 2	50%
Percentage of each purchase generated via the Electronic Traffic Crash Reporting System to be provided to Miami-Dade County - Year 2	50%
Percentage of each purchase generated via the Electronic Traffic Crash Reporting System to be retained by the Contractor – Year 3	50%
Percentage of each purchase generated via the Electronic Traffic Crash Reporting System to be provided to Miami-Dade County - Year 3	50%
Percentage of each purchase generated via the Electronic Traffic Crash Reporting System to be retained by the Contractor – Year 4	50%
Percentage of each purchase generated via the Electronic Traffic Crash Reporting System to be provided to Miami-Dade County - Year 4	50%
Percentage of each purchase generated via the Electronic Traffic Crash Reporting System to be retained by the Contractor – Year 5	50%
Percentage of each purchase generated via the Electronic Traffic Crash Reporting System to be provided to Miami-Dade County - Year 5	50%
Percentage of each purchase generated via the Electronic Traffic Crash Reporting System to be retained by the Contractor – Year 6	50%
Percentage of each purchase generated via the Electronic Traffic Crash Reporting System to be provided to Miami-Dade County - Year 6	50%

Commented [CY(1): We think this should be 60 for the County – 40 for LexisNexis. We will let ISD negotiate the best Cost recovery/Revenue for the County.

