ISSUING DEPARTMENT INPUT DOCUMENT CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

□ <u>New</u>	□ <u>otr</u>	□ <u>Sole Source</u>	Bid Waiver	Emergency	Previous Contract/Project No.
Contrac	t				BW9861-3/20
□ <u>Re-Bid</u>	_	Access of Other I	Entity Contract	LIVING WA	GE APPLIES: VES NO
Requisition	No./Project N	[0.: RQET2000031		TERM OF CONTE	RACT 5 YEAR(S) WITH 0 YEAR(S) OTR
Requisition	/Project Title:	E-Citation Software	Licenses and Support -	Lexis/Nexis	

Description:

The proposed Marine Patrol Boating Citation and Crash Reporting functionality is expected to benefit from LexisNexis's ability to leverage interfaces created for the existing traffic eCrash and eCitation systems, reducing development time and cost. In addition, LexisNexis has confirmed that their future roadmap is to migrate existing Citation and Crash systems to their new Ethos platform, which the proposed boating modules would be built on. LexisNexis anticipates migrating MDPD to the new platform within the next year, at no charge to the County. This will provide MDPD users with advantages such as single user credentials and a uniform user interface across both traffic and boating crash and citation modules.

Issuing Department:	D	Contact Perso	n: Adam Ma	karevich	Phone	. 305375-1196	
Estimate Cost: \$874,751		Funding Sourc	GENER	RAL FED	ERAL	OTHER	
ANALYSIS							
Commodity Codes:	92045						
<u>commonly</u> coucht	Contract/Pr	oject History of pre	vious purchase	es three (3) years			
				th no previous histor	ry.		
	EXI	<u>STING</u>	4	2 ND YEAR		<u>3RD YEAR</u>	
Contractor:	Lexis / Nexis	S					
Small Business Enterp	prise: No						
Contract Value: \$240,000							
Comments: Currently Department purchases these services without formal contract and as Bid Waiver.							
Continued on another page (s): \Box YES \bigtriangledown NO							
RECOMMENDATIONS							
	Set-Aside	Subcontrac	tor Goal	Bid Preferer	nce	Selection Factor	
SBE							
Basis of Recommendation:							
It is recommended that County expands the services and establishes a formal contract with existing (legacy) vendor.							
Signed: Adam Makarevich Date sent to SBD: 10/16/2020							
			Date return	ed to SPD:			

Miami-Dade County, FL

Appendix A-1 – Scope of Services

E-CITATION

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.

MAINTENANCE SERVICES

Contractor, as part of its business has developed and makes available to law enforcement entities an electronic citation solution called LexisNexis® eCitation for law enforcement which enables electronic ticket writing and the ability to print citations on demand.

Contractor agrees to provide the following maintenance Services to MDPD subject to the provisions of the Contract. Any change to the Services as set forth in Appendix A that occur after the Agreement Effective Date must be made by amendment to the Contract, signed by both Parties. Contract will provide the following maintenance Services subject to MDPD's technology capabilities, processes, and work-flow functionality. Contractor will maintain the following components of the eCitation system:

- Voice response
- Distribution of citation numbers
- Ability to interface with NCIC, NLETS, and state databases to auto-populate Reports with applicable data
- Online agency administration portal to view Reports, generate analytics, and obtain information related to MDPD's Reports.

Contractor Maintenance Services include the following ongoing support:

- Support of protocol to electronically transfer Reports in a timely manner from MDPD to LexisNexis.
- Provide Report retention and distribution services as set forth in in Section 7 of the Agreement.
- Support to facilitate MDPD transfer of citation data to Agency-designated third parties ("ADTP") and any record management system vendor ("RMS Vendor"). If MDPD uses an ADTP or RMS Vendor to write collision reports on its behalf, LexisNexis is hereby authorized to receive such approved collision reports from the ADTP or RMS Vendor for report dissemination.
- If maintenance requires updates to terms and conditions, MDPD will require users to accept those updates at the next login after the update has been provided. If there is a conflict between the terms and conditions and this Agreement, the terms of this Agreement shall control.

Contractor Obligations. In consideration for the maintenance and support fees outlined in

Miami-Dade County, FL Contract N	. <mark>TBD</mark>
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Appendix B, Payment Schedule, Contractor shall provide the County with the following support and maintenance services for the products licensed by the County:

- i. Provision of known error corrections by delivery of available patches via electronic communication and for download via the Internet.
- ii. Provision of available minor updates (bundling of several error corrections in one version) for download via the Internet.
- iii. Provision of available medium upgrades (version with additional / enhanced functions) for download via the Internet.
- iv. Provision of available major upgrades (version with substantially enhanced volume of functions).
- v. Information via electronic communication (email) when new minor/medium/major updates are available.

The support and maintenance services listed in this clause only comprise the products licensed by the County, but not any new products of the same product family. The granting of rights of use and the delivery of the relevant license files for all minor, medium and major upgrades shall be limited to the number and type of products for which this Agreement has been concluded.

Telephone Support. For the term of this Agreement, Contractor shall provide telephone for queries for specific technical problems and failures provided that all requests for support must be made to Contractor Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. For this purpose, the County will generally leave a message indicating the exact problem description and a classification in the following priority and error levels:

- i. Level A: System does not work.
- ii. Level B: System works with limited functions.
- iii. Level C: System basically working. Just errors/problems with specific functions.

Contractor ensures the following response times (via phone or e-mail) to the County:

- i. Level A: Response within the two hours of notification (Monday Friday, 8 a.m. until 5 p.m. local time).
- ii. Level B: Response within twenty-four hours or less (Monday Friday, 8 a.m. until 5 p.m. local time).
- iii. Level C: Response within the next working (Monday Friday, 8 a.m. until 5 p.m. local time).

Email Support. For the term of this Agreement, contractor shall provide support via email. The error and priority levels set forth in Article 8 b above and the response times indicated therein are applicable.

After Hours Support. County may contact LexisNexis Application Support after hours and on weekends with the options of a call back during normal business hours for non-emergency situations, or a call back within 30 minutes for emergency situations.

Subject Matter of Support Services. The subject matter of support services mentioned above is the help with installation or operation problems and alleged program errors. Installation services or other support services at the County's location are not a subject matter of this Agreement.

ASSUMPTIONS

a) MDPD will work with Contractor to provide Contractor with the latest version of both MDPD

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Contract No. TBD

Witness Form and TCATS ICD document required to maintain the Citation submission interface to the Clerk of Court.

- b) All the maintenance services provided under Appendix A will be conducted remotely by Contractor personnel virtually chaperoned by Miami-Dade County ITD personnel via the use of County selected remote access software.
- c) The Citation System will only be compatible with Microsoft Windows Operating System 10, or any future version.

APPLICATION FUNCTIONALITIES

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

- 1. The eCitation application must be compliant with the latest version of the Florida Traffic Citation Accounting Transmission Application (TCATS) document as published by the Florida Department of Highway Safety and Motor vehicles.
- 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.
- 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 MDTs 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

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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.
- 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.

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- 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.

TRAINING

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

Appendix B-1 – Payment Schedule

eCitation Module Fees	Annual Price
LexisNexis® IMaintenance Fee: eCitation Annual Support and Maintenance Fee for Year 1 Term: January 1, 2021 – December 31, 2021	\$26,100

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LexisNexis® Maintenance Fee: Custom Interface Annual Support a Maintenance Fee for Year 1 Term: January 1, 2021 – December 31, 2021	and \$11,880
LexisNexis® Maintenance Fee: eCitation Annual Support and Maintenance Fee for Year 2 Term: January 1, 2022 – December 31, 2022	\$26,100
LexisNexis® Maintenance Fee: Custom Interface Annual Support a Maintenance Fee for Year 2 Term: January 1, 2022 – December 31, 2022	and \$11,880
LexisNexis® Maintenance Fee: eCitation Annual Support and Maintenance Fee for Year 3 Term: January 1, 2023 – December 31, 2023	\$26,100
LexisNexis® Maintenance Fee: Custom Interface Annual Support a Maintenance Fee for Year 3 Term: January 1, 2023 – December 31, 2023	and \$11,880
LexisNexis® Maintenance Fee: eCitation Annual Support and Maintenance Fee for Year 4 Term: January 1, 2024 – December 31, 2024	\$26,100
LexisNexis® Maintenance Fee: Custom Interface Annual Support and Maintenance Fee for Year 4 Term: January 1, 2024 – December 31, 2024	\$11,880
LexisNexis® Maintenance Fee: eCitation Annual Support and Maintenance Fee for Year 5 Term: January 1, 2025 – December 31, 2025	\$26,100
LexisNexis® Maintenance Fee: Custom Interface Annual Support and Maintenance Fee for Year 5 Term: January 1, 2025 – December 31, 2025	\$11,880
тот	AL \$189,900

APPENDIX C-1: Security and Notification

Data Protection

MDPD shall take appropriate measures to protect against the misuse and unauthorized access through or to MDPD's (i) credentials ("Account IDs") used to access the Services; or (ii) corresponding passwords, whether by County or any third party; or (iii) the Services and/or information derived therefrom. MDPD shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. MDPD shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts

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to follow the policies and procedures for account maintenance as may be communicated to MDPD by LexisNexis from time to time in writing.

County's Information Security Program

MDPD shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("MDPD's Information Security Program"). MDPD's Information Security Program shall: (1) account for known and reasonably anticipated threats and MDPD shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. MDPD will promptly remediate any deficiencies identified in MDPD's Information Security Program. MDPD shall not allow the transfer of any personally identifiable information received from LexisNexis across any national borders outside the United States without the prior written consent of LexisNexis.

Agency Security Event

In the event MDPD learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "MDPD Security Event") MDPD shall:

- (i) provide immediate written notice to:
 - a) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
 - b) via email to (security.investigations@lexisnexisrisk.com); or
 - c) by phone at (1-888-872-5375) with a written notification to follow within twenty four (24) hours; and
- (ii) promptly investigate the situation; and
- (iii) obtain written consent from Contractor, not to be unreasonably withheld, prior to disclosing LexisNexis or the Services to any third party in connection with the MDPD Security Event; and
- (iv) if required by law, or in LexisNexis' discretion, MDPD shall:
 - a) notify the individuals whose information was disclosed that an MDPD Security Event has occurred; and
 - b) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the MDPD Security Event; and
- (v) remain solely liable for all costs and claims that may arise from the MDPD Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such MDPD Security Event); and
- (vi) provide all proposed third party notification materials to LexisNexis for review and approval prior to distribution.

In the event of an MDPD Security Event, Contractor may, in its sole discretion, take immediate action, including suspension or termination of MDPD's account, without further obligation or liability of any kind.

Commented [CY(1]: This is not a requirement from Miami Dade Police Department

Miami-Dade County, FL	Contract No. TBD

APPENDIX A-2 Scope of Services

DESK OFFICER REPORTING SYSTEM

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.

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BACKGROUND

The Desk Officer Reporting System is a controlled-access, online citizen reporting system.

APPLICATION FUNCTIONALITIES

- Citizens can report an incident from any Internet-enabled PC or mobile device through this web-based online reporting system 24/7.
- Interface directly with County's records management. Filed reports are automatically integrated into your agency's system.
- Reports include at minimum, lost property, theft, vehicle burglary, harassing phone call, vandalism, uploaded images of the damage and insurance documents.
- Unlimited users, incident types, and report intake
- Unlimited customer support (phone and e-mail)
- Unlimited maintenance including every update and upgrade released
- Hosting in the LexisNexis® Secure Hosting Environment

MAINTENANCE SERVICES

Contractor Obligations. In consideration for the maintenance and support fees outlined in Appendix B, Payment Schedule, Contractor shall provide the County with the following support and maintenance services for the products licensed by the County:

- vi. Provision of known error corrections by delivery of available patches via electronic communication and for download via the Internet.
- Vii. Provision of available minor updates (bundling of several error corrections in one version) for download via the Internet.
- viii. Provision of available medium upgrades (version with additional / enhanced functions) for download via the Internet.
- ix. Provision of available major upgrades (version with substantially enhanced volume of functions).
- x. Information via electronic communication (email) when new minor/medium/major updates are available.

The support and maintenance services listed in this clause only comprise the products licensed by the County, but not any new products of the same product family. The granting of rights of use and the delivery of the relevant license files for all minor, medium and major upgrades shall be limited to the number and type of products for which this Agreement has been concluded.

Telephone Support. For the term of this Agreement, Contractor shall provide telephone for queries for specific technical problems and failures provided that all requests for support must be made to Contractor Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. For this purpose, the County will generally leave a message indicating the exact problem description and a classification in the following priority and error levels:

- iv. Level A: System does not work.
- v. Level B: System works with limited functions.
- vi. Level C: System basically working. Just errors/problems with specific functions.

Contractor ensures the following response times (via phone or e-mail) to the County:

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- iv. Level A: Response within the two hours of notification (Monday Friday, 8 a.m. until 5 p.m. local time).
- v. Level B: Response within twenty-four hours or less (Monday Friday, 8 a.m. until 5 p.m. local time).
- vi. Level C: Response within the next working (Monday Friday, 8 a.m. until 5 p.m. local time).

Email Support. For the term of this Agreement, contractor shall provide support via email. The error and priority levels set forth above and the response times indicated therein are applicable.

After Hours Support. County may contact LexisNexis Application Support after hours and on weekends with the options of a call back during normal business hours for non-emergency situations, or a call back within 30 minutes for emergency situations.

Subject Matter of Support Services. The subject matter of support services mentioned above is the help with installation or operation problems and alleged program errors. Installation services or other support services at the County's location are not a subject matter of this Agreement.

APPENDIX B-2 Price Schedule

DORS Module Fees	Annual Price
LexisNexis® Desk Officer Reporting System Annual Fee for Year 1 Term: February 1, 2021 – January 31, 2022	\$42,213.32
LexisNexis® Desk Officer Reporting System Annual Fee for Year 2 Term: February 1, 2022 – January 31, 2023	\$44,323.99
LexisNexis® Desk Officer Reporting System Annual Fee for Year 3 Term: February 1, 2023 – January 31, 2024	\$46,540.19
LexisNexis® Desk Officer Reporting System Annual Fee for Year 4 Term: February 1, 2024 – January 31, 2025	\$48,867.20
LexisNexis® Desk Officer Reporting System Annual Fee for Year 5 Term: February 1, 2025 – January 31, 2026	\$51,310.56
TOTAL	\$233,255.26

Commented [CY(2]: We don't understand why pricing increases every year when for the eCitation and Marine Citation/Crash the maintenance price stayed the same for 5 years.

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Contract No. TBD

APPENDIX A-3 Scope of Services

SCOPE OF SERVICES MIAMI-DADE PD MARINE CITATION AND MARINE CRASH PROJECT

The Miami-Dade Police Department (MDPD) is the largest police department in the Southeast United States. A component of their operations is issuing marine citations and completing marine crash reports. MDPD is seeking a solution that will allow officers to enter marine citations and marine crash reports electronically to improve accuracy.

DESCRIPTION OF SERVICES

Contractor, as part of its business, has developed and makes available to marine enforcement units an electronic marine citation and the electronic marine crash report on the Coplogic Ethos Platform.

- Contractor agrees to provide the following services to the County subject to the provisions
 of the Agreement. Any change to the services as set forth in this Scope of services that
 occur after the Agreement Effective Date must be made by amendment to this Agreement,
 signed by both Parties. Contractor will provide the following servicessubject to MDPD's
 technology capabilities, processes, and work-flow functionality:
 - Voice response
 - \circ Distribution of marine citation and marine crash numbers for marine forms.

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- Interface with National Crime Information Center (NCIC), National Law Enforcement Telecommunications Systems (NLETS), and State of Florida databases such as Florida Department of Highway Safety and Motor Vehicles (FLHSMV) via the Florida Crime Information Center (FCIC) to auto-populate reports with applicable data.
- Interface to the Florida Fish and Wildlife Conservation Commission (FWC) for marine crash report.
- Interface with the County's Geographic Information System (GIS) service for marine crash report and marine citation module.
- Interface with CAD/ePolice applications for marine crash report and marine citation module.
- o Interface with Miami-Dade County Clerk of Court (COC) for marine citations.
- Interface to the Motorola Premier Mobile Data Computing (PMDC) application, and in-house developed LawQuery application.
- Application Programming Interface (API) to allow access and retrieval of crash and citation data and reports in PDF format.
- Interface to magnetic card reader hardware to read and populate driver license information stored on magnetic stripe to reports in the system.
- Online agency administration portal to view reports, generate analytics, and obtain information related to MDPD's reports.
- Contractor Services includes an enterprise site license for MDPD, which will enable installation of the Ethos platform on compatible mobile devices / mobile data terminals to unlimited devices.
- Establish automated transfer of marine crash reports from application hosted infrastructure over to the Contractor's eCommerce infrastructure for report sales.
- Provide report retention and distribution services as set forth in the Agreement.
- Provide Support and Maintenance as set forth in the Agreement.
- If requested by the County, Contractor may agree to configure and/or customize the services to the County's specific and reasonable requirements. Any configuration or customization of services by LexisNexis in accordance with this clause will become part of the services and will continue to be subject to all the terms of the Agreement and this Scope of Services. Contractor shall be entitled to charge a reasonable fee for such configuration or customization services, which will be agreed upon by the Parties in writing prior to any work being performed.
- Facilitate transfer of marine citation data and crash reports, including documents rendered in PDF format, to agency-designated third parties ("ADTP") and any record management system vendor ("RMS Vendor"). If MDPD uses and ADTP or RMS Vendor to write crash reports on its behalf, LexisNexis is hereby authorized to receive such approved crash reports from the ADTP or RMS Vendor listed below for report dissemination.
- If maintenance requires updates to terms and conditions, MDPD will require users to accept those updates at the next login after the update has been provided.

ASSUMPTIONS

a) The County will work with Contractor to provide Contractor with the latest version of both FWC marine crash and marine citation forms and FWC Interface Documentation required to develop the marine crash submission interface to the FWC.

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- b) The work identified in this Scope of Services is considered complete upon live operational/ production use. Contractor will work with the County to confirm that all deliverables have been completed in accordance with agreed upon plans and contractual terms.
- c) All the services that provided under this Scope of Services will be conducted remotely by Contractor personnel virtually chaperoned by Miami-Dade County ITD personnel via the use of County selected remote access software.
- d) The Ethos Platform will only be compatible with Microsoft Windows Operating System 8, 10, or any future version.
- e) Contractor and the County will review the Scope of Services and determine a mutually agreeable date for the services described in this Scope of Services to be delivered.

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 marine offenses: Load Miami-Dade County Marine Offenses into backend Ethos Portal Database.
- Set-up marine citation form: Enable the marine citation form for all users, on the client and the Ethos Portal)
- Set-up marine crash form: Enable the marine crash report form for all users, on the client and the Ethos Portal)
- Configure/Add marine citation numbers: Configure the system so that it can distribute marine citation numbers to all devices
- Marine citation and marine crash report integration into Ethos platform: marine citations and marine crash reports will be accessible through a single shared interface for each application.
- Interface to Miami-Dade County's ePolice system: Develop the ability to auto populate person and vehicle information from FCIC returns from ePolice.
- Interface to Motorola PMDC: Develop the ability to auto populate person and vehicle information from FCIC returns from Motorola PMDC.
- Provide API to allow access and retrieve crash and citation data and documents in PDF format.

Phase 2: Training/Initial Deployment

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

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- *Train the Trainer sessions:* Contractor will provide sufficient on-site training sessions to train the Marine Patrol Unit (approximately 25 users) to be held during a ten (10) day period. Each session shall include no more than twenty-five (25) officers.
- *Go- Live:* On this date the Officers will have the ability to issue electronic marine citations and author electronic marine crash reports. However, MDPD will be required to manually submit a copy of the marine crash report to the FWC until Phase 3 completion.
- Deliver Data to the Court: Contractor will provide an export to the COC once per day.

Phase 3: Export Interface to the Florida Fish and Wildlife Conservation Commission Timeline: 4 Weeks

Phase 3 Development will begin after Contract execution

• Set-up XML Export: Export the marine crash reports in XML (Extensible Markup Language) format through Secure File Transfer Protocol (SFTP) server to the FWC.

PROJECT DELIVERABLES

The project deliverables for this Scope of Services include only the integrated marine citation and marine crash form.

The Ethos Platform shall have the following functionality:

- 1. Application will include the ability to electronically complete the marine citation and marine crash forms, including capturing all fields on the FWC provided forms.
- 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 FWC document (See Exhibit B)
- Application will assign a block of citation and crash numbers per device in an automated fashion, ensuring duplicate ranges do not occur. Range of citation and crash numbers should be retrieved from a central location ensuring unique numbers are assigned to each individual unit.
- 4. Application will have an audit feature that tracks blocks of citation numbers issued by the FWC assigned to each computer/device. The System Administrator will have the ability to run a report in the Ethos Portal to determine which computers have unused blocks of FWC citation numbers.
- 5. Application will allow printing from the Mobile Data Terminals (MDTs) and/or any other network desktop.
- 6. Application will allow MDPD personnel to access marine citations and marine crash reports information in real time.
- 7. Application will allow Officers to view their previously issued marine citations and marine crash reports.
- 8. Users will have the ability to enter marine citations and marine crash reports without network connectivity, in disconnected mode.
- 9. Application will maintain marine citations and marine crash reports integrity, displaying a time and date stamp in the Ethos Portal.
- 10. Application will include an audit trail, including at minimum the following information: date of ticket issued and issuing officer.
- 11. Application will store all documents in Amazon Web Services (AWS) GovCloud hosted PostgreSQL server and render them for viewing in PDF format.
- 12. Application will have both daytime and nighttime viewing modes.

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- 13. Application will have a voice response module to read aloud to the user keywords within responses ingested from the Motorola Premier System and ePolice systems.
- 14. Application will include an interface to the Motorola PMDC application, and LawQuery application, which will be used to populate offender and vehicle information on the appropriate fields with the data returned from FCIC/NCIC/FLHSMV. Note: The Contractor will assure that the codes captured are compliant with

FCIC/NCIC/FLHSMV/FWC standard formats.

- 15. Application will include an interface that works with MDPD's current magnetic card reader 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.
- 16. Application will provide security measures to protect citations from unauthorized access in compliance with the County's security guidelines, as described in Attachment A – Miami Dade County Security Documents.
- 17. Application will push bug fixes and patches over the network and will automatically apply them when an officer logs into the application.
- 18. Application will have the ability to store most commonly used locations.
- 19. Application will provide an analytical report that tracks offenses, as well as a report that displays the areas and times where incidents are occurring.
- 20. MDPD will have the ability to view citation data from other jurisdictions using LexisNexis software for Investigation purposes. System will include the ability to disable data sharing.
- 21. The Ethos Portal will timeout after 60 minutes of inactivity.
- 22. Application will automatically monitor remaining citation numbers once it falls below a certain threshold and notify the Agency Administrator to request a new batch of citation numbers from FWC.
- 23. Application will allow the officers to select values for fields from a drop down list as described in FWC Interface Documentation to be provided during implementation.
- 24. Application will group statute violations by type of violation.
- 25. Application will restrict the user from modifying the citation number generated by the application.
- 26. Application will print a bar code indicating the unique State assigned citation number.
- 27. Application will provide the ability to wirelessly transmit the citation and crash report information to a central server location. File will either be in XML or Json format.
- 28. Application will provide an automated process for the updating of code tables, statutes, and violation fees, across all clients running the application.

PROJECT MANAGEMENT SERVICES

Contractor will assign a Project Manager to coordinate this effort. The Project Manager will work with the County to define a mutually agreed upon project schedule for the deployment of the solution.

COUNTY RESPONSIBILITIES

The County is responsible for:

- 1. Providing a single point of contact for coordination with the Contractor's Project Manager.
- 2. Providing Contractor with third party contact information, if needed.
- 3. Providing all hardware, network infrastructure and configuration, including mobile data terminals (MDTs)/laptops, network connectivity to the Contractor's hosted service, and appropriate firewall rules and network configuration to support this effort.
- 4. Providing latest version of both FWC marine crash and marine citation forms and FWC Interface Documentation.

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- 5. Ensuring that environmental configuration changes, such as new software, antivirus, printer and card reader devices which may impact the system are tested in the User Acceptance Testing (UAT) environment prior to deployment in Production
- 6. Setting up and configuring of the Contractor products and any third-party products or services, if needed, for this effort.
- 7. Providing Contractor with appropriate resources during the remote installation and testing of the module.
- 8. Testing the new module after installation on the laptops or devices.
- 9. Providing a VPN or a secured remote connection for support, as needed.

CONTRACTOR RESPONSIBILITIES

- Contractor will notify the County 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/Criminal Justice Information Services (CJIS) certification process. Contractor will request virtual escort when accessing MDPD network remotely.
- Contractor will provide training material in the form of a slide deck to the County for their distribution.
- 3. Contractor shall add the County as a beneficiary to an escrow agreement with a third party escrow agent that will be funded and secured by the County. Subject to the terms of this Agreement, including but not limited to Article 2, the County will have the right to access the source code for all software created under this agreement only if there is an event that invokes Article 49 of this Agreement.

SOFTWARE TEST

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

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

ACCEPTANCE CRITERIA

Limited Warranty. Contractor represents and warrants to the County that the software, when properly installed by the County and used with the Designated Equipment, will perform substantially as described in this exhibit for a period of one year from the date of acceptance.

Acceptance. The licensed software shall be deemed accepted when: The County's Final Acceptance is satisfactory completed with no critical or major defects and the County delivers a signed Acceptance Criteria or similar statement to the Contractor accepting all Deliverables from Contractor under this Agreement and Exhibit.

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

SCHEDULE

LexisNexis and the County will determine a mutually agreeable schedule for completion of the deliverables as described in this Scope of Services.

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

Attachment A – Miami Dade County Security Documents

The following documents are provided under separate cover:

- 2020.06.11- ITD Technology Model ESO Updates
- IT Security Matrix ESO Updated 05152020
- Procedures for Protection of Miami-Dade County Sensitive Data ESO Revised 05052020

APPENDIX B-3 Price Schedule

Product	Months	Hours	Total Hours	Rate/Hr	Development Cost	Year 1 Cost (Development Cost + Maintenance Cost)
Crash	5	160	800	\$175	\$140,000	
Citation	4	160	640	\$175	\$112,000	
					\$252,000	\$198,500

Maintenance	
Marine eCitation and Crash Module Fees	Annual Price
LexisNexis® Marine Crash Maintenance Annual Fee for Year 2	\$34,437
LexisNexis® Marine Citation Maintenance Annual Fee for Year 2	\$28,837
LexisNexis® Marine Crash Maintenance Annual Fee for Year 3	\$34,437
LexisNexis® Marine Citation Maintenance Annual Fee for Year 3	\$28,837
LexisNexis® Marine Crash Maintenance Annual Fee for Year 4	\$34,437
LexisNexis® Marine Citation Maintenance Annual Fee for Year 4	\$28,837
LexisNexis® Marine Crash Maintenance Annual Fee for Year 5	\$34,437
LexisNexis® Marine Citation Maintenance Annual Fee for Year 5	\$28,837
Total Maintenance (Year 2-5)	\$253,096

Commented [CY(3]: I don't understand these totals. Is it \$252k + \$198k the total cost for year 1?