



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia Contract

Order Date: 06-23-2025

CORRECT ORDER NUMBER MUST APPEAR
ON ALL PACKAGES, INVOICES, AND
SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CCT 0511 2754 CSE2500000003 1	Procurement Folder:	1669049
Document Name:	REAL-TIME WEB-BASED RESEARCH AND LOCATE TOOL	Reason for Modification:	
Document Description:	REAL-TIME WEB-BASED RESEARCH AND LOCATE TOOL		
Procurement Type:	Central Contract - Fixed Amt		
Buyer Name:	Crystal G Hustead		
Telephone:	(304) 558-2402		
Email:	crystal.g.hustead@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2025-07-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2026-06-30

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000184365 THOMSON REUTERS WEST 2900 Ames Crossing Road Eagan MN 55121 US Vendor Contact Phone: 6518956044 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Virginia G Hill Requestor Phone: (304) 558-3780 Requestor Email: virginia.g.hill@wv.gov 2026 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV 25301-3703 US	FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV 25301-3703 US

CR 9-18-25

Total Order Amount: \$82,610.40

Purchasing Division's File Copy

PURCHASING DIVISION AUTHORIZATION DATE: <i>Tanya 9/17/25</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>9/24/2025</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <i>9-25-25</i> ELECTRONIC SIGNATURE ON FILE
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Extended Description:

THE VENDOR, WEST PUBLISHING CORPORATION , DBA THOMSON REUTERS WEST, AGREES TO ENTER WITH THE AGENCY, WEST VIRGINIA DEPARTMENT OF HUMAN RESOURCES, BUREAU FOR CHILD SUPPORT ENFORCEMENT, INTO A CONTRACT FOR REAL-TIME WEB-BASED RESEARCH AND LOCATE TOOL PER THE TERMS AND CONDITIONS, SPECIFICATIONS, BID REQUIREMENTS, ADDENDUM 1 ISSUED 05/01/2025, AND THE VENDOR'S BID DATED 05/13/2025, INCORPORATED HEREIN BY REFERENCE, AND MADE A PART OF HEREOF.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	93131703	12.00000	MO	6884.200000	\$82,610.40
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: Sixty-five (65) real-time web-based research and locate tool

Extended Description:

Flat rate monthly fee for a web based research and locate tool for the statewide child support offices

ORDER OF PRECEDENT AND MODIFICATION ADDENDUM

THIS ORDER OF PRECEDENT AND MODIFICATION ADDENDUM, (hereinafter “Addendum”) by and between Thomson Reuters – West (“West”) and the West Virginia Department of Human Services, Bureau for Child Support Enforcement (hereinafter “State”), (both referred to as “Parties”), is intended to memorialize certain terms and conditions and to provide an order of precedent for all documents that comprise the contract resulting from the solicitation for research and Locate Tools identified as CRFQ CSE2500000001 (the “Contract”).

NOW THEREFORE, the Parties hereto hereby agree as follows:

1. **Order of Precedence:** The Contract is comprised of the documents listed in this section. The terms and conditions contained in the various documents shall be interpreted according to the priority given to the Contract document in this section. In that way, any terms and conditions contained in the first priority document shall prevail over conflicting terms in the second priority document, and so on.

Contract Documents:

- a. **Order of Precedence and Modification Addendum** (this document) – First Priority
- b. **WV-96 Agreement Addendum** – (Attached as Exhibit A) – Second Priority
- c. **State of West Virginia Solicitation and all Addenda identified as CRFQ CSE2500000001** (Attached as Exhibit B) – Third Priority
- d. **West Bid** (Attached as Exhibit C) – Fourth Priority
- e. **West Terms and Conditions** (Attached as Exhibit D) – Fifth Priority

2. **Modifications:** The following terms are expressly incorporated into the Contract.

- a. **West Bid:** The Assumptions, Conditions and Exceptions to the RFQ contained in West’s bid are hereby rejected unless contained in Section 2(b) below.
- b. **General Terms and Conditions:** The general terms and conditions are modified as shown below. Any changes proposed by West that are not expressly included in this Subsection (a) are rejected.
 - i. The term entitled “8. INSURANCE” is modified by removing the word “immediate” and replacing it with “prompt” and by removing the phrase “any changes in is insurance policies, including, but not limited to, policy reduction, or change in insurers”.
 - ii. The term entitled “26. SUBSEQUENT FORMS” is modified by inserting the phrase “which incorporate West’s Order Form and General Terms and Conditions,” after the word “Contract,” in the first sentence, and by removing the last sentence in its entirety.
 - iii. The term entitled “27. ASSIGNMENT” is modified by inserting the following phrase after the last sentence:

“Such prior written consent is not required to assign to either part’s affiliate under common contact, provided that Subscriber has the right to cancel this contract immediately should the assignment violate West Virginia law limitations on entities that can hold state contracts.”

- iv. The term entitled “28. WARRANTY” is removed in its entirety.
- v. The term entitled “30. PRIVACY, SECURITY, AND CONFIDENTIALITY” is modified by removing it in its entirety and replacing it with the following:

“The Parties agree that Vendor will not have access to personally identifiable information from the agency. If, however, Vendor does come into possession of personally identifiable information from the agency, the Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency’s policies, procedures and rules.

- vi. Remove Section 33. ANTITRUST in its entirety.
- vii. The term entitled “36. INDEMNIFICATION” is removed in its entirety and replaced with the following:

“The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their offices, and employees from and against: (1) Any claims or losses arising from Contractor’s gross negligence or intentionally tortious acts; and (2) Any violation by Vendor, its officers or employees of applicable State or Federal law.

- viii. Remove the following Sections below in their entirety –

40. Background Check

41. Preference for Use of Domestic Steel Products

42. Preference for Use of Domestic Aluminum, Glass and Steel

44. Prohibition Against Used or Refurbished.

IN WITNESS WHEREOF, the Parties have entered into this Addendum as of the date of last signature below.

STATE OF WEST VIRGINIA

THOMSON REUTERS – WEST

By: Althea Greenhowe

By: John Nelson

Name: Althea Greenhowe

Name: John S. Nelson

Its: Procurement Specialist, Sr

Its: Director of Procurement and Proposal Management

Date: 9/5/2025

Date: September 4, 2025

**STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"): West Virginia Department of Health

Vendor: West Publishing Corporation

Contract/Lease Number ("Contract"): CCT CSE2500000003

Commodity/Service: Real-Time Web-Based Research and Locate Tool

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**

2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.

3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.

8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.

10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.

11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.
- Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~striketrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: OSA WV DoHS

By: *Robert Price*

Printed Name: Robert Price

Title: Administrative Services Manager II

Date: 06/12/2025

Vendor: West Publishing Corporation

By: *John Nelson*

Printed Name: John S. Nelson

Title: Director Procurement and Proposal Management

Date: 6/12/2025

MODIFIED GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with ~~immediate prompt~~ notice of ~~any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in insurers.~~ The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract which incorporate West's Order Form and General Terms and Conditions shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. ~~Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.~~

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Such prior written consent is not required to assign to either party's affiliate under common contract, provided that Subscriber has the right to cancel this contract immediately should the assignment violate West Virginia law limitations on entities that can hold state contracts.

28. WARRANTY: ~~The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.~~

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: ~~The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.~~

The parties agree that Vendor will not have access to personally identifiable information from the agency. If however, Vendor does come into possession of personally identifiable information from the agency, the Vendor agrees that it will not disclose to anyone, directly or indirectly, any such

personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures and rules.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: ~~In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.~~

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: ~~The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws. The vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their offices, and employees from and against: (1) Any claims or losses arising from Contractor's gross negligence or intentionally tortious acts; (2) Any violation by Vendor, its officers or employees of applicable State or Federal law.~~

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not

Revised 8/24/2023

presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: ~~In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.~~

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: ~~Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:~~

- ~~a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.~~
- ~~b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.~~
- ~~c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:~~
 - ~~1. The cost for each contract item used does not exceed one-tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or~~

2. ~~The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.~~

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: ~~In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.~~

~~The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.~~

~~All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.~~

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not

apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: ~~Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.~~

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Andrea Hoyt, Sr. Client Executive

(Address) 2900 Ames Crossing Road, Suite 100, Eagan, MN 55121

(Phone Number) / (Fax Number) 651-895-6044

(email address) andrea.hoyt@thomsonreuters.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

West Publishing Corporation

(Company)



(Signature of Authorized Representative)

John S. Nelson, Director Procurement and Proposal Management

6/12/2025

(Printed Name and Title of Authorized Representative) (Date)

800.328.4880

(Phone Number) (Fax Number)

westlaw.bids@thomsonreuters.com

(Email Address)



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1669049

Doc Description: REAL-TIME WEB-BASED RESEARCH AND LOCATE TOOL

Reason for Modification:

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2025-04-24	2025-05-13 13:30	CRFQ 0511 CSE2500000001	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

Vendor
Signature X

FEIN#

DATE

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR CHILD SUPPORT ENFORCEMENT, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR REAL-TIME WEB-BASED RESEARCH AND LOCATE TOOL PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Sixty-five (65) real-time web-based research and locate tool	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
93131703			

Extended Description:

Flat rate monthly fee for a web based research and locate tool for the statewide child support offices

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Sixty-five (65) real-time web-based research and locate tool	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
93131703			

Extended Description:

Flat rate monthly fee for a web based research and locate tool for the statewide child support offices
OPTIONAL RENEWAL YEAR 1

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Sixty-five (65) real-time web-based research and locate tool	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
93131703			

Extended Description:

Flat rate monthly fee for a web based research and locate tool for the statewide child support offices
OPTIONAL RENEWAL YEAR 2

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Sixty-five (65) real-time web-based research and locate tool	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
93131703			

Extended Description:

Flat rate monthly fee for a web based research and locate tool for the statewide child support offices
OPTIONAL RENEWAL YEAR 3

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	VENDOR QUESTION DEADLINE	2025-05-01

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. **MANDATORY TERMS:** The Solicitation may contain **mandatory** provisions identified by the use of the words "**must**," "**will**," and "**shall**." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. **PRE-BID MEETING:** The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the **mandatory** pre-bid meeting. Failure to attend the **mandatory** pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions **must be submitted on or before the date listed below and to the address listed below to be considered.** A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline: May 1, 2025 at 10:00 AM ET

Submit Questions to: Crystal Hustead
2019 Washington Street, East Charleston, WV 25305
Fax: (304) 558-3970
Email: crystal.g.hustead@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wvOASIS*, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through *wvOASIS* at its sole discretion. Such a prohibition will be contained and communicated in the *wvOASIS* system resulting in the Vendor's inability to submit bids through *wvOASIS*. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER: Crystal Hustead

SOLICITATION NO.: CRFQ CSE2500000001

BID OPENING DATE: May 13, 2025

BID OPENING TIME: 1:30 PM ET

FAX NUMBER: 304-558-3970

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East

Charleston, WV 25305-0130

Fax: 304-558-3970

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery or via delivery by mail).

Bid Opening Date and Time: May 13, 2025 at 1:30 PM ET

Bid Opening Location:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgement Form. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand **shall** clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items **may** be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6.2, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

12. REGISTRATION: Prior to Contract award, the apparent successful Vendor **must** be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

13. UNIT PRICE: Unit prices **shall** prevail in cases of a discrepancy in the Vendor's bid.

14. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors.

16. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.7.

17. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

18. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1- 5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance."

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3."

20. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

22. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. **Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid.** Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) _____

(Address) _____

(Phone Number) / (Fax Number) _____

(email address) _____

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through WV OASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

(Company)

(Signature of Authorized Representative)

(Printed Name and Title of Authorized Representative) (Date)

(Phone Number) (Fax Number)

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ CSE2500000001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- ☐ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company

Authorized Signature

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION
CRFQ CSE2500000001
Search and Locate Tool

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Human Resources Bureau for Child Support Enforcement to establish a contract for a Real-time Web-based research and locate tool to enable users to locate individuals (Custodians, Non-custodians, and Third Party) and businesses in order to increase child support payments received and disbursed. The Bureau will need a total of sixty-five (65) licenses which must include access to real-time incarceration and arrest records.

Note: This request is covered in part or in whole by federal funds. All bidders will be required to adhere to Attachment 1-“Federal Funds Addendum”

Note: The WV DHHR has developed an EEOP Utilization Report and it is available at <http://www.wvdhhr.org/pdfs/H1.5%20Utilization%20Report%20and%20EEO%20policy.pdf>

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 “Contract Services”** means real-time web-based research and locate tool with a total of sixty-five (65) licenses which must include real-time incarceration and arrest records as more fully described in these specifications.
- 2.2 “Pricing Page”** means the pages, contained wvOASIS, upon which Vendor should list its proposed price for the Contract Services.
- 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 3. QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
- 3.1.** The online investigative research and locate tool must meet the combination of data, features, and capabilities outlined in Section 4 through one gateway service.
- 3.2.** The online investigative research and locate tool must allow for sixty-five (65) licenses which must include real-time incarceration arrest records for concurrent users.

REQUEST FOR QUOTATION
CRFQ CSE2500000001
Search and Locate Tool

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below for the licenses.

- 4.1.1 Real-Time Incarceration and Arrest Records-** Must be available within twenty-four hours of arrest or incarceration.
- 4.1.2 Photo Images on Criminal Records-** When available from the sources these images will be displayed on arrest records, sex offender records, and selected Department of Correction records.
- 4.1.3 Cell Phone Data-** Must provide information including name, address, phone number for cell phones, landlines, and VoIP. The Phone Records data set provides access to hundreds of millions of phone records, including more than 200 million cell phone numbers, as well as landlines and Voice over Internet Protocol (VoIP) numbers.
- 4.1.4 Utility Data-** Must include names, addresses, service information from national and regional electric, cable, gas, and telephone companies, including but not limited to American Electric Power, American Water, Mountaineer Gas, AT&T, and Optimum.
- 4.1.5 Credit Reporting Bureaus-** Must provide government investigators and analysts with information originating from all three major credit reporting bureaus: Equifax, Experian, and TransUnion, including real-time header information from multiple credit reporting bureaus in comprehensive reports. This results in reports that provide more current address information. Other critical address information provided by credit reporting bureaus includes the high-risk address alert, which identifies addresses that may be associated with a propensity for fraud.
- 4.1.6 Real-time Vehicle Registration Data-** Must provide real-time gateway access to vehicle registration data for any and all states who make that information available in the United States providing up-to-date information on vehicles and their registered owners.

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Search and Locate Tool

- 4.1.7 Global Business Data-** Must provide comprehensive data on business entities, including small and privately held companies as well as corporations. Business data sources must include both U.S. company information and international company information from all countries in the world.
- 4.1.8 Alerts-** Must allow for the capability to automatically monitor the status of attribute or subject, at a chosen time interval (e.g., daily, weekly, etc.). When either new information is added or information changes on the selected attribute or subject, a notification (for example, message for users to see when they login to the site) must be sent to the user about the updated information. The notification must be sent within twenty-four (24) hours after changes.
- 4.1.9 Web Analytics-** Must have a Web dashboard tool that provides search access to social networking sites, blogs, watchlists, and other Web sources.
 - 4.1.9.1** The dashboard tool must allow users to scan multiple levels of maximum of 10 users at one time of the subject's associates and assess potential negative affiliations.
- 4.1.10 Company and Family Tree-** Must have a tool which provides visualization of relationships between parent and subsidiary companies.
 - 4.1.10.1 Graphical Display-** must have a dashboard tool providing visualization of connections between people and businesses.
- 4.1.11 Negative News-** This dashboard tool must provide access to news items relating to a subject, with ability to focus on negative news and sentiments about the subject.
- 4.1.12 Quick Analysis Flags-** Must provide a checklist of data sets that can be potential red flags for a person or business, in order to help determine where to focus investigative efforts.
- 4.1.13 Map Analytics-** This dashboard tool must plot a subject's address on a map and allows a view of its surrounding businesses by type, including medical facility, attorney's office, or automotive mechanic shop. Users must also view details of businesses on the map.

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Search and Locate Tool

4.1.14 Customizable Dashboard- The dashboard tool view must allow users to get immediate overview of a person or business and to quickly get a sense of potential risks associated with the subject. Users must be able to customize the dashboard to ensure a focus on data that's most relevant to them.

4.1.15 Vital Statistics- This tool results must include a feature which provides a summary of the key attributes such as: address, date of birth, phone number, etc. and information from multiple sources such as: birth certificate, death certificate, and marriage certificate for a subject.

4.1.16 Linked Searching- must offer the ability to search from within search results, allowing users to dive deeper into returned data. Linked searches include at a minimum:

- 4.1.16.1** Address
- 4.1.16.2** Business name
- 4.1.16.3** Driver's license number
- 4.1.16.4** Email address
- 4.1.16.5** Person name
- 4.1.16.6** Phone number
- 4.1.16.7** FEIN (federal identification number)
- 4.1.16.8** Social security number

4.1.17. Entity Resolution- Vendor must use an entity resolved database (ERD) technology to find all available public records pertaining to a subject. This technology uses multiple data elements and identifiers to match records and can overcome partial and incomplete data, misspellings, etc. ERD technology ensures that users obtain the full complement of available data on a subject.

4.1.17.1 Relevance Scores- As results are returned, the most relevant records must appear at the top of the result list.

4.1.17.2 Data Source Transparency- ERD must identify the sources of its returned data, so that users can be reassured of the credibility and reliability of the data.

4.1.18 User Preference- Preferences account tool must allow users to create preferences for conducting linked searches, permissible uses, user profile,

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display order of dashboard modules, and regarding data included in the Quick Analysis Flags and Associated Analytics modules.

4.1.19 Customizable Reporting- Must have the ability to create report templates by setting report preferences, identifying the sections to include, and setting the sequence in which sections are displayed. Examples are Administrative Report, Usage Reports, ad hoc., etc.

4.1.20 Workspace- The workspace feature must allow users to save selected results and report data indefinitely and provides the ability to generate link-chart and map reviews of the data. Visualizing information on multiple subjects or associations between subjects/entities.

4.1.21 Google maps, or equal compatibility- Must provide mapping of address data, powered by Google maps, or equal, in several areas, including the Address Map and Map Analytics modules, Workspace, and in Search Results, by selecting the map icon located beside the address. This is for Multifactor verification per Office of Technology (OT) standards.

4.1.22 Additional Services- Vendor must provide additional locate services upon request for hard-to-find individuals from a list provided by the Agency on a semi-annual basis. For example, data comparisons and matches.

4.1.23 Vendor should provide with their bid a copy of any hardware or software licensing and/or support terms and conditions to which the State of West Virginia or the Agency must agree to or accept, either in writing or digitally, in order to order and receive the commodities or services offered as part of this contract. Written terms will be required prior to the award of any contract resulting from this solicitation, failure to provide additional terms and conditions may result in disqualification of the Vendor's bid.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

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Search and Locate Tool

5.2 Pricing Page: Vendor should complete the Pricing Page by entering the Per User Fee Flat Rate then multiply it by the quantity to get the Monthly User Fee Flat Rate. Then multiply the Monthly User Fee Flat Rate by 12 to get the Annual Fee Flat Rate. Then add all lines of the Annual Fee Flat Rate to get the Grand Total. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT:** Agency shall pay monthly, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

8. VENDOR DEFAULT:

8.1. The following shall be considered a vendor default under this Contract.

8.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

8.1.2. Failure to comply with other specifications and requirements contained herein.

8.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

8.1.4. Failure to remedy deficient performance upon request.

8.2. The following remedies shall be available to Agency upon default.

**REQUEST FOR QUOTATION
CRFQ CSE2500000001
Search and Locate Tool**

8.2.1. Immediate cancellation of the Contract.

8.2.2. Immediate cancellation of one or more release orders issued under this Contract.

8.2.3. Any other remedies available in law or equity.

9. MISCELLANEOUS:

9.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

FEDERAL FUNDS ADDENDUM
2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

**1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:
(2 C.F.R. § 200.321)**

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**2. DOMESTIC PREFERENCES:
(2 C.F.R. § 200.322)**

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided 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).

- b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

- c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes 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."

6. DAVIS-BACON WAGE RATES:

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in 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:

- (a) 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.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply 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”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are 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 State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply 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, Vendor is 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.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix II)

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.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is 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).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is 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.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors 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.

13. PROCUREMENT OF RECOVERED MATERIALS
(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia

By: Althea Greenhowe

Printed Name: Althea Greenhowe

Title: Procurement Specialist, Sr

Date: 6/25/2025

Vendor Name: West Publishing Corporation

By: John Nelson

Printed Name: John S. Nelson

Title: Director, Procurement and Proposal Management

Date: 6/23/2025

**EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5
§ 148-1-5. Remedies.

Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the

same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

☐ – Not Applicable Because Contract Not for Construction

☐ – Federal Prevailing Wage Determination on Next Page



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1669049			Reason for Modification: ADDENDUM 1 TO PROVIDE ANSWERS TO VENDOR QUESTIONS
Doc Description: REAL-TIME WEB-BASED RESEARCH AND LOCATE TOOL			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-05-01	2025-05-13 13:30	CRFQ 0511 CSE2500000001	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

Vendor
Signature X

FEIN#

DATE

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR CHILD SUPPORT ENFORCEMENT, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR REAL-TIME WEB-BASED RESEARCH AND LOCATE TOOL PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO

HEALTH AND HUMAN
RESOURCES
CHILD SUPPORT
ENFORCEMENT
350 CAPITOL ST, RM 147
CHARLESTON
US

WV

SHIP TO

HEALTH AND HUMAN
RESOURCES
CHILD SUPPORT
ENFORCEMENT
350 CAPITOL ST, RM 147
CHARLESTON
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Sixty-five (65) real-time web-based research and locate tool	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
93131703			

Extended Description:

Flat rate monthly fee for a web based research and locate tool for the statewide child support offices

INVOICE TO

HEALTH AND HUMAN
RESOURCES
CHILD SUPPORT
ENFORCEMENT
350 CAPITOL ST, RM 147
CHARLESTON
US

WV

SHIP TO

HEALTH AND HUMAN
RESOURCES
CHILD SUPPORT
ENFORCEMENT
350 CAPITOL ST, RM 147
CHARLESTON
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Sixty-five (65) real-time web-based research and locate tool	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
93131703			

Extended Description:

Flat rate monthly fee for a web based research and locate tool for the statewide child support offices
OPTIONAL RENEWAL YEAR 1

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Sixty-five (65) real-time web-based research and locate tool	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
93131703			

Extended Description:

Flat rate monthly fee for a web based research and locate tool for the statewide child support offices
OPTIONAL RENEWAL YEAR 2

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Sixty-five (65) real-time web-based research and locate tool	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
93131703			

Extended Description:

Flat rate monthly fee for a web based research and locate tool for the statewide child support offices
OPTIONAL RENEWAL YEAR 3

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	VENDOR QUESTION DEADLINE	2025-05-01

SOLICITATION NUMBER: CRFQ CSE25000000001

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ CSE25000000001 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation: To answer vendors questions.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Question 1: Section 4 – Mandatory Requirements, Item 4.1.8 - Alerts

Section 4.1.8 states that the tool must allow for the capability to automatically monitor the status of an attribute or subject, at a chosen time interval (e.g., daily, weekly). Section 3.2 of the solicitation states that the online investigative research and locate tool must allow for sixty-five (65) licenses which must include real-time incarceration arrest records for concurrent users. etc.).

What is the requested volume for simultaneous alerts and how many people do you want to monitor?

Would you like the alerts to notify you of changes in incarceration status?

Answer 1: We are requesting 50 simultaneous alerts per licensed individual, and all 65 licensed individuals to monitor.

Yes, the alerts must include notifications of changes in incarceration status.

Question 2: Section 4 – Mandatory Requirements, item 4.22 – Additional Services

In Section 4.22 of the solicitation it states: Vendors must provide additional locate Services for hard-to-find individuals from a list provided by the Agency on a semi-annual basis.

How many people will be included on this list semi-annually?

How many Non-Custodial Parents (NCPs) do you currently have in locate status?

Answer 2: There are 5,000 people to be included on the list semi-annually.

As of 4/30/2025 there are 6,300 Non-Custodial Parents (NCPs) in locate status.

Question 3: Period of Performance

What is the anticipated contract start date?

Answer 3: The anticipated contract start date will be July 1, 2025.

Question 4: General Terms and Conditions - 1. Contractual Agreement, Item 3 - Contract Term; Renewal; Extension.

The proposed contract term contemplates a base period of one year with the option for three additional one-year periods.

Would the agency consider a multi-year contract (e.g., base period plus option years) to provide continuity of services and potentially more favorable pricing? This approach would allow us to offer more competitive pricing while protecting both parties in the event of funding constraints.

You may cancel a product or service with 30 days prior written notice if you do not receive sufficient appropriation of funds, you do not receive the authorization to spend the funds or if the previously appropriated funds are significantly reduced through no fault of your own.

Answer 4: There will be no changes to the Contract Term; Renewal; Extension at this time.

Question 5: **Answers to Questions - When does the Agency anticipate sending responses to all vendor questions?**

Answer 5: All questions are answered as soon as possible after the question deadline via an addendum.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO CSE2500000001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

☒ Addendum No. 1	☐ Addendum No. 6
☐ Addendum No. 2	☐ Addendum No. 7
☐ Addendum No. 3	☐ Addendum No. 8
☐ Addendum No. 4	☐ Addendum No. 9
☐ Addendum No. 5	☐ Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

West Publishing Corporation, dba West, a Thomson Reuters business

Company



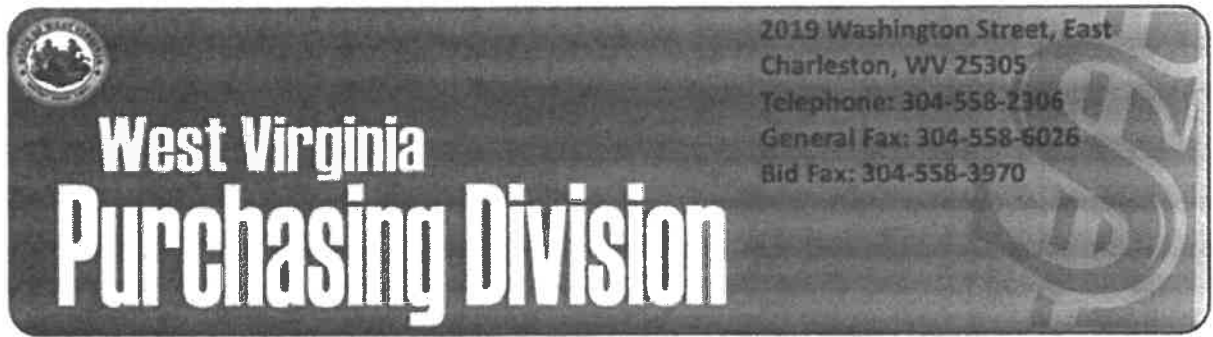
Authorized Signature

5/13/2025

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

General Information		Contact	Default Values	Discount	Document Information	Clarification Request
Procurement Folder: 1000049 Procurement Type: Central Contract - Fixed Amt Vendor ID: 000000184365  Legal Name: THOMSON REUTERS WEST Alias/DBA: WEST PUBLISHING CORPORATION Total Est: \$356,081.00 Response Date: 05/19/2025  Response Time: 11:07 Responded By User ID: jwells02  First Name: John S Last Name: Wells Email: jwells02@westpublishing.com Phone: 800-328-6880						
SO Doc Code: CRFQ SO Dept: 0511 SO Doc ID: CSE2500000001 Published Date: 5/1/25 Close Date: 5/13/25 Close Time: 13:30 Status: Closed Solicitation Description: REAL-TIME WEB-BASED RESEARCH AND LOCATE TOOL Total of Header Attachments: 3 Total of AB Attachments: 3						



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

**State of West Virginia
Solicitation Response**

Proc Folder: 1669049
Solicitation Description: REAL-TIME WEB-BASED RESEARCH AND LOCATE TOOL
Proc Type: Central Contract - Fixed Amt

Solicitation Closes	Solicitation Response	Version
2025-05-13 13:30	SR 0511 ESR05132500000006985	1

VENDOR

000000184365
THOMSON REUTERS WEST

Solicitation Number: CRFQ 0511 CSE2500000001

Total Bid: 356061

Response Date: 2025-05-13

Response Time: 11:07:20

Comments:

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

**Vendor
Signature X**

FEIN#

DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Sixty-five (65) real-time web-based research and locate tool	12.00000	MO	6884.200000	82610.40

Comm Code	Manufacturer	Specification	Model #
93131703			

Commodity Line Comments: The Base year price includes your current subscription plus two additional services, CIDC Batch and Premium Alerts. Please refer to our Pricing Proposal included in our Response document on page 29.

Extended Description:

Flat rate monthly fee for a web based research and locate tool for the statewide child support offices

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Sixty-five (65) real-time web-based research and locate tool	12.00000	MO	7228.410000	86740.92

Comm Code	Manufacturer	Specification	Model #
93131703			

Commodity Line Comments: Option Year 1 price includes your current subscription plus two additional services, CIDC Batch and Premium Alerts. Please refer to our Pricing Proposal included in our Response document on page 29.

Extended Description:

Flat rate monthly fee for a web based research and locate tool for the statewide child support offices

OPTIONAL RENEWAL YEAR 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Sixty-five (65) real-time web-based research and locate tool	12.00000	MO	7589.830000	91077.96

Comm Code	Manufacturer	Specification	Model #
93131703			

Commodity Line Comments: Option Year 2 price includes your current subscription plus two additional services, CIDC Batch and Premium Alerts. Please refer to our Pricing Proposal included in our Response document on page 29.

Extended Description:

Flat rate monthly fee for a web based research and locate tool for the statewide child support offices

OPTIONAL RENEWAL YEAR 2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Sixty-five (65) real-time web-based research and locate tool	12.00000	MO	7969.310000	95631.72

Comm Code	Manufacturer	Specification	Model #
93131703			

Commodity Line Comments: Option Year 3 price includes your current subscription plus two additional services, CIDC Batch and Premium Alerts. Please refer to our Pricing Proposal included in our Response document on page 29.

Extended Description:

Flat rate monthly fee for a web based research and locate tool for the statewide child support offices

OPTIONAL RENEWAL YEAR 3



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1669049

Doc Description: REAL-TIME WEB-BASED RESEARCH AND LOCATE TOOL

Reason for Modification:

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2025-04-24	2025-05-13 13:30	CRFQ 0511 CSE2500000001	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code: 000000184365
Vendor Name: West Publishing Corporation, dba West
Address: 2900
Street: Ames Crossing Road, Suite 100
City: Eagan
State: MN Country: USA Zip: 55121
Principal Contact: Andrea Hoyt
Vendor Contact Phone: 651-895-6044 Extension:

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

Vendor
Signature X

FEIN# 41-1426973

DATE May 12, 2025

All offers subject to all terms and conditions contained in this solicitation

Pricing has been included in WV Oasis site. Please also refer to our Pricing Proposal included with our Response document on page 29 for complete package rates and four option year pricing details. Please note, our prices represents a savings of more than 50% over the current per-seat rate.

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR CHILD SUPPORT ENFORCEMENT, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR REAL-TIME WEB-BASED RESEARCH AND LOCATE TOOL PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Sixty-five (65) real-time web-based research and locate tool	12.00000	MO	\$6,884.20	\$82,610.40

Comm Code	Manufacturer	Specification	Model #
93131703			

Extended Description:

Flat rate monthly fee for a web based research and locate tool for the statewide child support offices

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Sixty-five (65) real-time web-based research and locate tool	12.00000	MO	\$7,228.41	\$86,740.92

Comm Code	Manufacturer	Specification	Model #
93131703			

Extended Description:

Flat rate monthly fee for a web based research and locate tool for the statewide child support offices
OPTIONAL RENEWAL YEAR 1

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Sixty-five (65) real-time web-based research and locate tool	12.00000	MO	\$7,589.83	\$91,077.96

Comm Code	Manufacturer	Specification	Model #
93131703			

Extended Description:

Flat rate monthly fee for a web based research and locate tool for the statewide child support offices
OPTIONAL RENEWAL YEAR 2

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Sixty-five (65) real-time web-based research and locate tool	12.00000	MO	\$7,969.31	\$95,631.72

Comm Code	Manufacturer	Specification	Model #
93131703			

Extended Description:

Flat rate monthly fee for a web based research and locate tool for the statewide child support offices
OPTIONAL RENEWAL YEAR 3

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	VENDOR QUESTION DEADLINE	2025-05-01

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain **mandatory** provisions identified by the use of the words "**must**," "**will**," and "**shall**." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PRE-BID MEETING: The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the **mandatory** pre-bid meeting. Failure to attend the **mandatory** pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions **must be submitted on or before the date listed below and to the address listed below to be considered.** A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline: May 1, 2025 at 10:00 AM ET

Submit Questions to: Crystal Hustead
2019 Washington Street, East Charleston, WV 25305
Fax: (304) 558-3970
Email: crystal.g.hustead@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER: Crystal Hustead

SOLICITATION NO.: CRFQ CSE2500000001

BID OPENING DATE: May 13, 2025

BID OPENING TIME: 1:30 PM ET

FAX NUMBER: 304-558-3970

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East

Charleston, WV 25305-0130

Fax: 304-558-3970

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery or via delivery by mail).

Bid Opening Date and Time: May 13, 2025 at 1:30 PM ET

Bid Opening Location:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgement Form. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand **shall** clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items **may** be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6.2, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

12. REGISTRATION: Prior to Contract award, the apparent successful Vendor **must** be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

13. UNIT PRICE: Unit prices **shall** prevail in cases of a discrepancy in the Vendor's bid.

14. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:

For any solicitations publicly advertised for bid, in accordance with West Virginia Code § 5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors.

16. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.7.

17. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

18. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

22. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that **shall** form the basis of a contractual agreement. **Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid.** Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

Please refer to West's Assumptions, Conditions, and Exceptions included in our Response Document on page 32.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) _____

(Address) _____

(Phone Number) / (Fax Number) _____

(email address) _____

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

(Company)

(Signature of Authorized Representative)

(Printed Name and Title of Authorized Representative) (Date)

(Phone Number) (Fax Number)

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ CSE2500000001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| ☐ Addendum No. 1 | ☐ Addendum No. 6 |
| ☐ Addendum No. 2 | ☐ Addendum No. 7 |
| ☐ Addendum No. 3 | ☐ Addendum No. 8 |
| ☐ Addendum No. 4 | ☐ Addendum No. 9 |
| ☐ Addendum No. 5 | ☐ Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company

Authorized Signature

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

**REQUEST FOR QUOTATION
CRFQ CSE2500000001
Search and Locate Tool**

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Human Resources Bureau for Child Support Enforcement to establish a contract for a Real-time Web-based research and locate tool to enable users to locate individuals (Custodians, Non-custodians, and Third Party) and businesses in order to increase child support payments received and disbursed. The Bureau will need a total of sixty-five (65) licenses which must include access to real-time incarceration and arrest records.

Note: This request is covered in part or in whole by federal funds. All bidders will be required to adhere to Attachment 1-“Federal Funds Addendum”

Note: The WV DHHR has developed an EEOP Utilization Report and it is available at <http://www.wvdhhr.org/pdfs/H1.5%20Utilization%20Report%20and%20EEO%20policy.pdf>

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 “Contract Services”** means real-time web-based research and locate tool with a total of sixty-five (65) licenses which must include real-time incarceration and arrest records as more fully described in these specifications.
- 2.2 “Pricing Page”** means the pages, contained wvOASIS, upon which Vendor should list its proposed price for the Contract Services.
- 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 3. QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
- 3.1.** The online investigative research and locate tool must meet the combination of data, features, and capabilities outlined in Section 4 through one gateway service.
- 3.2.** The online investigative research and locate tool must allow for sixty-five (65) licenses which must include real-time incarceration arrest records for concurrent users.

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4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below for the licenses.

- 4.1.1 Real-Time Incarceration and Arrest Records-** Must be available within twenty-four hours of arrest or incarceration.
- 4.1.2 Photo Images on Criminal Records-** When available from the sources these images will be displayed on arrest records, sex offender records, and selected Department of Correction records.
- 4.1.3 Cell Phone Data-** Must provide information including name, address, phone number for cell phones, landlines, and VoIP. The Phone Records data set provides access to hundreds of millions of phone records, including more than 200 million cell phone numbers, as well as landlines and Voice over Internet Protocol (VoIP) numbers.
- 4.1.4 Utility Data-** Must include names, addresses, service information from national and regional electric, cable, gas, and telephone companies, including but not limited to American Electric Power, American Water, Mountaineer Gas, AT&T, and Optimum.
- 4.1.5 Credit Reporting Bureaus-** Must provide government investigators and analysts with information originating from all three major credit reporting bureaus: Equifax, Experian, and TransUnion, including real-time header information from multiple credit reporting bureaus in comprehensive reports. This results in reports that provide more current address information. Other critical address information provided by credit reporting bureaus includes the high-risk address alert, which identifies addresses that may be associated with a propensity for fraud.
- 4.1.6 Real-time Vehicle Registration Data-** Must provide real-time gateway access to vehicle registration data for any and all states who make that information available in the United States providing up-to-date information on vehicles and their registered owners.

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- 4.1.7 Global Business Data-** Must provide comprehensive data on business entities, including small and privately held companies as well as corporations. Business data sources must include both U.S. company information and international company information from all countries in the world.
- 4.1.8 Alerts-** Must allow for the capability to automatically monitor the status of attribute or subject, at a chosen time interval (e.g., daily, weekly, etc.). When either new information is added or information changes on the selected attribute or subject, a notification (for example, message for users to see when they login to the site) must be sent to the user about the updated information. The notification must be sent within twenty-four (24) hours after changes.
- 4.1.9 Web Analytics-** Must have a Web dashboard tool that provides search access to social networking sites, blogs, watchlists, and other Web sources.
 - 4.1.9.1** The dashboard tool must allow users to scan multiple levels of maximum of 10 users at one time of the subject's associates and assess potential negative affiliations.
- 4.1.10 Company and Family Tree-** Must have a tool which provides visualization of relationships between parent and subsidiary companies.
 - 4.1.10.1 Graphical Display-** must have a dashboard tool providing visualization of connections between people and businesses.
- 4.1.11 Negative News-** This dashboard tool must provide access to news items relating to a subject, with ability to focus on negative news and sentiments about the subject.
- 4.1.12 Quick Analysis Flags-** Must provide a checklist of data sets that can be potential red flags for a person or business, in order to help determine where to focus investigative efforts.
- 4.1.13 Map Analytics-** This dashboard tool must plot a subject's address on a map and allows a view of its surrounding businesses by type, including medical facility, attorney's office, or automotive mechanic shop. Users must also view details of businesses on the map.

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4.1.14 Customizable Dashboard- The dashboard tool view must allow users to get immediate overview of a person or business and to quickly get a sense of potential risks associated with the subject. Users must be able to customize the dashboard to ensure a focus on data that's most relevant to them.

4.1.15 Vital Statistics- This tool results must include a feature which provides a summary of the key attributes such as: address, date of birth, phone number, etc. and information from multiple sources such as: birth certificate, death certificate, and marriage certificate for a subject.

4.1.16 Linked Searching- must offer the ability to search from within search results, allowing users to dive deeper into returned data. Linked searches include at a minimum:

- 4.1.16.1** Address
- 4.1.16.2** Business name
- 4.1.16.3** Driver's license number
- 4.1.16.4** Email address
- 4.1.16.5** Person name
- 4.1.16.6** Phone number
- 4.1.16.7** FEIN (federal identification number)
- 4.1.16.8** Social security number

4.1.17. Entity Resolution- Vendor must use an entity resolved database (ERD) technology to find all available public records pertaining to a subject. This technology uses multiple data elements and identifiers to match records and can overcome partial and incomplete data, misspellings, etc. ERD technology ensures that users obtain the full complement of available data on a subject.

4.1.17.1 Relevance Scores- As results are returned, the most relevant records must appear at the top of the result list.

4.1.17.2 Data Source Transparency- ERD must identify the sources of its returned data, so that users can be reassured of the credibility and reliability of the data.

4.1.18 User Preference- Preferences account tool must allow users to create preferences for conducting linked searches, permissible uses, user profile,

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display order of dashboard modules, and regarding data included in the Quick Analysis Flags and Associated Analytics modules.

- 4.1.19 Customizable Reporting-** Must have the ability to create report templates by setting report preferences, identifying the sections to include, and setting the sequence in which sections are displayed. Examples are Administrative Report, Usage Reports, ad hoc., etc.
- 4.1.20 Workspace-** The workspace feature must allow users to save selected results and report data indefinitely and provides the ability to generate link-chart and map reviews of the data. Visualizing information on multiple subjects or associations between subjects/entities.
- 4.1.21 Google maps, or equal compatibility-** Must provide mapping of address data, powered by Google maps, or equal, in several areas, including the Address Map and Map Analytics modules, Workspace, and in Search Results, by selecting the map icon located beside the address. This is for Multifactor verification per Office of Technology (OT) standards.
- 4.1.22 Additional Services-** Vendor must provide additional locate services upon request for hard-to-find individuals from a list provided by the Agency on a semi-annual basis. For example, data comparisons and matches.
- 4.1.23** Vendor should provide with their bid a copy of any hardware or software licensing and/or support terms and conditions to which the State of West Virginia or the Agency must agree to or accept, either in writing or digitally, in order to order and receive the commodities or services offered as part of this contract. Written terms will be required prior to the award of any contract resulting from this solicitation, failure to provide additional terms and conditions may result in disqualification of the Vendor's bid.

5. CONTRACT AWARD:

- 5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

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5.2 Pricing Page: Vendor should complete the Pricing Page by entering the Per User Fee Flat Rate then multiply it by the quantity to get the Monthly User Fee Flat Rate. Then multiply the Monthly User Fee Flat Rate by 12 to get the Annual Fee Flat Rate. Then add all lines of the Annual Fee Flat Rate to get the Grand Total. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT:** Agency shall pay monthly, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

8. VENDOR DEFAULT:

8.1. The following shall be considered a vendor default under this Contract.

- 8.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.
- 8.1.2.** Failure to comply with other specifications and requirements contained herein.
- 8.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 8.1.4.** Failure to remedy deficient performance upon request.

8.2. The following remedies shall be available to Agency upon default.

**REQUEST FOR QUOTATION
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Search and Locate Tool**

8.2.1. Immediate cancellation of the Contract.

8.2.2. Immediate cancellation of one or more release orders issued under this Contract.

8.2.3. Any other remedies available in law or equity.

9. MISCELLANEOUS:

9.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

FEDERAL FUNDS ADDENDUM
2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS: (2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. DOMESTIC PREFERENCES: (2 C.F.R. § 200.322)

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided 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).

- b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

- c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes 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."

6. DAVIS-BACON WAGE RATES:

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in 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:

- (a) 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.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply 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"). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are 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 State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply 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, Vendor is 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.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix II)

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.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is 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).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is 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.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors 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.

13. PROCUREMENT OF RECOVERED MATERIALS
(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia

By: _____

Printed Name: _____

Title: _____

Date: _____

Vendor Name:

By: _____

Printed Name: _____

Title: _____

Date: _____

**EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5
§ 148-1-5. Remedies.

Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the

same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

☒ [X] – Not Applicable Because Contract Not for Construction

☐ [] – Federal Prevailing Wage Determination on Next Page

THOMSON REUTERS CLEAR

for the West Virginia Department of
Administration, Purchasing Division

Department of Health and Human Resources Bureau for Child
Support Enforcement

RESPONSE TO REQUEST FOR QUOTE

RFQ # CSE 2500000001

Real-Time Web-Based Research and Locate Tool

SUBMITTED TO

Crystal Husted

2019 Washington Street E.
Charleston, WV 25305

SUBMITTED BY

Thomson Reuters

(West Publishing Corporation)

Terri Kirby

Procurement and Proposal Management

SUBMITTAL DATE

May 13, 2025

Phone: 763.326.3505

Email: terri.kirby@thomsonreuters.com

Confidentiality Statement

This proposal includes proprietary information that shall not be duplicated, used, or disclosed outside of West Virginia Department of Administration, Purchasing Division, Department of Health and Human Resources Bureau for Child Support Enforcement—in whole or in part—for any purpose other than evaluating this proposal. This information is deemed proprietary because it contains pricing and confidential corporate information that is of critical value to Thomson Reuters in a highly competitive market.



Contractor Information

Any contract resulting from this proposal for Thomson Reuters CLEAR will be with West Publishing Corporation, d/b/a West, a Thomson Reuters business:

Legal Contracting Entity	West Publishing Corporation
Doing Business As (DBA)	West, a Thomson Reuters business
Corporate Address	2900 Ames Crossing Road, Suite 100, Eagan, MN 55121
Remittance Address	P.O. Box 6292, Carol Stream, IL 60197-6292
Federal Tax ID #	41-1426973
SAM Unique Entity ID #	L997DB4PEJL8
DUNS #	14-850-8286
Cage Code	89101
Company Size	Large

PROCUREMENT SUPPORT

For any questions, forwarding of amendments or modifications, or if our response requires further clarification, contact Terri Kirby at 763.326.3505 or terri.kirby@thomsonreuters.com.



John S. Nelson
Director, Procurement and Proposal Management
Commercial Excellence

2900 Ames Crossing Road
Suite 100
Eagan, MN 55121
Tel: 763.326.4505
Email: john.s.nelson@tr.com

May 13, 2025

Crystal Hustead
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

RE: Thomson Reuters Response to Solicitation CRFQ CSE2500000001 for Real-Time Web-Based Research and Locate Tool

Dear Ms. Hustead,

Enclosed is our response to the solicitation referenced above. Per the solicitation instructions, Thomson West has included the following information:

- A. Signed Form: WV-PRC-CRFQ-002 2020/05
- B. Signed Addendum Form
- C. Response Document including our offer summary and content, services and features descriptions.
- D. Pricing – Please refer to the pricing proposal section on page 30.
- E. Assumption, Conditions and Exceptions to the General Terms and Conditions can be found on page 33

During the course of this evaluation, Terri Kirby will be your primary contact at Thomson Reuters for any questions, forwarding of amendments or modifications, or if our response requires further clarification. Terri can be reached by phone at 763.326.3505, and by email at terri.kirby@thomsonreuters.com

Thank you for the opportunity to submit a proposal in response to this solicitation. We appreciate our relationship with the DHHR and look forward to earning your business again.

Sincerely,

A handwritten signature in dark ink, appearing to read "John Nelson", written in a cursive style.

John S. Nelson
Director, Procurement and Proposal Management
Authorized Signatory

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EXECUTIVE SUMMARY

The West Virginia Department of Health and Human Resources Bureau of Child Support Enforcement (DHHR) has been relying on Thomson Reuters CLEAR for several years to locate non-custodial parents, and CLEAR is still best positioned to help investigators efficiently and successfully close investigations.

CLEAR's vast collection of reliable data is especially helpful when locating someone who is deliberately evading a child support order. Bureau users can use broad or partial search terms and get useful returns of information. With excellent sources of current addresses and a vast collection of other data that helps to establish connections with people, businesses, and assets, CLEAR is well suited for locating non-custodial parents. With the integration of CLEAR ID Confirm and Real-Time Incarceration and Arrest Records, CLEAR is even more powerful in being able to determine if an individual is incarcerated or in divulging information about their whereabouts after release.

Government investigators rely on our CLEAR platform every day, secure in the knowledge that they are receiving the deepest, most accurate, most current, and best-supported investigative data available in the market. CLEAR identifies valuable information about potential threats, links criminal enterprises to businesses, and offers unique, critical and time-sensitive data to the personnel charged with making decisions about Child Support Enforcement.

In the pages that follow, we describe CLEAR's capabilities and illustrate how CLEAR services meet and exceed the requirements outlined in the solicitation. Our offer includes the same excellent CLEAR services and Add-on services that will enhance DHHR's investigative research capabilities. These include:

- CLEAR for Government Fraud - provides access to comprehensive data, including several live gateways and all available dashboard tools and includes Real-Time Incarceration and Arrest Records.
- Additional Services
 - CLEAR ID Confirm Batch - provides a high degree of configurability, so that users can determine the verification parameters (definitions) that best suit their organization's needs. Users may choose from pre-set definitions or create a custom definition.
 - Premium Alerts (individual or batch) provides alert notification on selected subjects or attributes as well as Real-Time Incarceration and Arrest (RTIA) Alerts.

Why choose CLEAR for investigative research services?

CLEAR delivers online investigative services that offer a comprehensive, current, and cost-effective solution that provides public and private sector risk, fraud, and investigative professionals easy access to a vast collection of public records, publicly available information, and proprietary data for investigation and due diligence efforts, including identity verification and risk assessment, screening, and monitoring in an intuitive working environment.

The most significant differentiators of our CLEAR solution are:

- **Live Gateways to Real-time Data** including credit header data.

- **Source Transparency** that helps the DHHR make more informed assessments by seeing where the information comes from.
- **Quick Analysis Flags and Alerts** that help users know where to focus their efforts (e.g., identifying potential red flags for a person, business, or both). Alerting capabilities allow users to be notified if there is a change in a subject's key information.
- **Real-time Incarceration Data** (typically within an hour of booking) from nearly 80% of the jail beds in the United States.

In today's environment of increasingly complex issues, shrinking budgets, and increased scrutiny, our solution will improve the effectiveness and workflow efficiency of the DHHR's online investigations.

In addition to offering the exceptional quality of our product content and functionality, we support the DHHR in achieving its objectives:

- **Customer Service** - providing the highest level of customer service in the industry. We will continue to provide the DHHR with a dedicated, skilled, and experienced field account management team.
- **Training** - We provide on-site, web-based, and telephone training at no additional cost. In addition to this customized training, we provide a dedicated website with brief, modular classes that are available "on demand" to users.
- **Support** - DHHR users have access to our world-class customer support and technical assistance, available 24 hours a day, 7 days a week, and 365 days of the year. Our technical assistants are experts in all of our products.

Partnership for the Future

Our CLEAR team fights hard for our user community every day, advocating for new product enhancements, new content acquisition, and new support tools. As a business, we demonstrate our commitment to our customers by spending nearly three times more on research and development than our competitors—one of the many reasons why CLEAR is the investigative services product of choice for numerous investigative agencies. We work hard for our users, including the investigators at the DHHR, because the work that you do matters.

We greatly value the Bureau of Child Support Enforcement as a CLEAR customer, and we hope you agree that our offer – representing a savings of more than **50%** over the current per-seat rate - reflects our commitment to providing value to the Bureau in the quality of our CLEAR product and in our dedicated customer service. We hope to continue providing Bureau users with the advantages of using CLEAR.

SPECIFICATIONS AND MANDATORY REQUIREMENTS COMPLIANCE

We have thoroughly reviewed the requirements of this solicitation and are confident that CLEAR provides an outstanding online investigative and research tool that will satisfy the needs of the DHHR users. As outlined in 3.2, we are providing pricing for 65 licenses that includes Real-Time Incarceration Arrest (RTIA) records for concurrent users.

In addition, to help the DHHR in evaluating our response, we are providing the following table that helps illustrate how our offer responds to each of the DHHR's identified requirements. This table clearly demonstrates that CLEAR not only provides a technically acceptable investigative research tool for DHHR, but that our proposed solution exceeds many of the identified requirements.

Requirement	Applicable CLEAR Content/Feature	Page #
4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below for the licenses.	West exceeds the mandatory requirements. Please refer to the pages that follow for descriptions of our capabilities and our Offer Summary and Included Content.	
4.1.1 Real-Time Incarceration and Arrest Records- Must be available within twenty-four hours of arrest or incarceration.	RTIA updates every hour.	14
4.1.2 Photo Images on Criminal Records- When available from the sources these images will be displayed on arrest records, sex offender records, and selected Department of Correction records.	CLEAR Person Search provides criminal record and infraction information derived from state court filings, state departments of correction, sex offender registries, U.S. District Court filings, the Administrative Office of the Courts (AOC), the Federal Inmate Registry, and OFAC. When available from the sources, photo images from bookings or registries are displayed with Arrest records, Sex Offender records, and selected departments of correction records.	10, 38
4.1.3 Cell Phone Data- Must provide information including name, address, phone number for cell phones, landlines, and VoIP. The Phone Records data set provides access to hundreds of millions of phone records, including more than 200 million cell phone numbers, as well as landlines and Voice over Internet Protocol (VoIP) numbers.	Live gateways give users access to real-time public records information. The Phone Records data set contains data regarding cell phone numbers, landlines, and VoIP numbers. The information typically available includes name, address, phone number, service provider, type of phone (cell, landline, or VoIP), and reported dates. Updates are received monthly.	10, 40
4.1.4 Utility Data- Must include names, addresses, service information from national and regional electric, cable, gas, and telephone companies, including but not limited to American Electric Power, American Water, Mountaineer Gas, AT&T, and Optimum.	Not Applicable. Utility Data was removed from CLEAR in October 2021 due to third-party data privacy regulation changes for utility companies and compliance with industry standards.	

Requirement	Applicable CLEAR Content/Feature	Page #
4.1.5 Credit Reporting Bureaus- Must provide government investigators and analysts with information originating from all three major credit reporting bureaus: Equifax, Experian, and TransUnion, including real-time header information from multiple credit reporting bureaus in comprehensive reports. This results in reports that provide more current address information. Other critical address information provided by credit reporting bureaus includes the high-risk address alert, which identifies addresses that may be associated with a propensity for fraud.	The collection of credit bureau data in CLEAR includes access to regularly updated files from all three major credit bureaus, each containing hundreds of millions of records, and covering all 50 states, the District of Columbia, and all U.S. territories. In addition to these collections, CLEAR also features real-time gateway access to Experian live gateway data, augmenting our substantial housed (and frequently updated) files with the most current header data available. Credit header data serves as key foundational information, providing personally identifying information, such as Social Security number, date of birth, and aliases, as well as locator information, such as address and phone number.	10, 38
4.1.6 Real-time Vehicle Registration Data- Must provide real-time gateway access to vehicle registration data for any and all states who make that information available in the United States providing up-to-date information on vehicles and their registered owners.	Real-time gateway to information that originates from the state departments of motor vehicles provides significantly more comprehensive and current information than any other provider in the market. The vehicles gateway provides real-time access to current vehicles registration data, covering 44 states, the District of Columbia, and Puerto Rico.	13
4.1.7 Global Business Data- Must provide comprehensive data on business entities, including small and privately held companies as well as corporations. Business data sources must include both U.S. company information and international company information from all countries in the world.	CLEAR's Business Search provides access to Business Profile Records that contain records related to U.S., Canadian, and U.K. businesses, as well as records from their parent companies, which come from more than 200 other countries. Records may include business name, address, phone number, Standard Industrial Classification (SIC) codes, and North American industry Classification (NAICS) codes, number of employees, total sales, business contact name and title, email address, and URL.	41
4.1.8 Alerts- Must allow for the capability to automatically monitor the status of attributes or subject, at a chosen time interval (e.g., daily, weekly, etc.). When either new information is added or information changes on the selected attribute or subject, a notification (for example, message for users to see when they login to the site) must be sent to the user about the updated information.	CLEAR Alerts will automatically monitor the status of data you select at time intervals you choose, send you Alert notices on a periodic basis, from daily up to monthly, and will notify you of an Alert via email or upon your next CLEAR log-in. Premium Alerts provides alert notifications on selected subjects or attributes as well as Real-Time Incarceration and Arrest (RTIA) Alerts. In addition to alerting New Bookings, the RTIA Alerts allow customers to select from these RTIA-specific options when creating an alert.	10, 16
The notification must be sent within twenty-four (24) hours after changes.	CLEAR's Alert Center allows users to set the monitoring frequency (daily, weekly, or monthly) and receive alerts categorized by attributes, person information, business information, potential assets, potentially adverse information, and licenses.	25

Requirement	Applicable CLEAR Content/Feature	Page #
4.1.9 Web Analytics- Must have a Web dashboard tool that provides search access to social networking sites, blogs, watchlists, and other Web sources.	The Web and Social Media feature of the Dashboard Tool is much deeper than standard search engines that allows you to quickly find, categorize, and organize text and images from numerous sources.	21
4.1.9.1 The dashboard tool* must allow users to scan multiple levels of maximum of 10 users at one time of the subject's associates and assess potential negative affiliations.	The Associate Analytics feature of the Dashboard Tool is designed to allow users to quickly scan a list of the subject's relatives or associates to see if they have data regarding the following: Global Sanctions, OFAC, Arrest records, Criminal records, Bankruptcy records, or World-Check listings.	21
4.1.10 Company and Family Tree*- Must have a tool which provides visualization of relationships between parent and subsidiary companies.	The Company Family Tree feature of the Dashboard Tool allows users to easily visualize various relationships between companies (e.g., headquarters, subsidiary, associated company, division, branch, affiliate).	22
4.1.10.1 Graphical Display* must have a dashboard tool providing visualization of connections between people and businesses.	The Graphical Display feature allows users to visualize interpersonal relationships and connections amongst subjects and entities but is different than the link charts generated in the Workspace feature.	22
4.1.11 Negative News* This dashboard tool must provide access to news items relating to a subject, with ability to focus on negative news and sentiments about the subject.	The News search / dashboard tool accesses articles collected from Reuters News. Users may choose to focus searches on negative news or to see all news on a person or business.	22
4.1.12 Quick Analysis Flags* Must provide a checklist of data sets that can be potential red flags for a person or business, in order to help determine where to focus investigative efforts.	The Quick Analysis Flags feature provides a checklist of data sets that can be potential red flags for a subject, to help users determine where to focus investigative efforts.	20
4.1.13 Map Analytics- This dashboard tool must plot a subject's address on a map and allows a view of its surrounding businesses by type, including medical facility, attorney's office, or automotive mechanic shop. Users must also view details of businesses on the map.	The Map Analytics tool plots a subject's current address on a map and allows a view of surrounding businesses by type based on SIC codes, including medical facility, attorney's office, or automotive mechanic shop.	22
4.1.14 Customizable Dashboard- The dashboard tool view must allow users to get immediate overview of a person or business and to quickly get a sense of potential risks associated with the subject. Users must be able to customize the dashboard to ensure a focus on data that's most relevant to them.	The dashboard is customizable to arrange the resources in the order a user prefers.	25
4.1.15 Vital Statistics- This tool results must include a feature which provides a summary of the key attributes such as: address, date of birth, phone number, etc. and information from multiple sources such as: birth certificate, death certificate, and marriage certificate for a subject.	From the Search Results page, users can access the Vital Statistics feature, a convenient summary of the unique versions of attributes such as name, AKAs, Social Security number (SSN), date of birth, date of death, email address, employer, physical characteristics, addresses, and phone numbers.	19
4.1.16 Linked Searching- must offer the ability to search from within search results, allowing users to dive deeper into returned data. Linked searches include at minimum:	Linked searching allows users to dive deeper into returned data by searching on selected attributes that are hyperlinked within the returned data. Users can define and save their preferences for the default search type used for each linked data element.	19

Requirement	Applicable CLEAR Content/Feature	Page #
4.1.16.1 Address	The Address Compilation data set contains more than 400 million individual historical records, useful for obtaining addresses, names, and dates of birth. Coverage is nationwide.	38
4.1.16.2 Business name	CLEAR provides identity verification for individuals and businesses and is available via batch delivery to accommodate large volumes of identity verifications. Business Profile Records data set contains records related to U.S., Canadian, and U.K. businesses, as well as records from their parent companies, which come from more than 200 other countries.	15, 41
4.1.16.3 Driver's license number	Public Records.Driver's License searches provide data from several states provide regularly updated driver's license information: Florida, Michigan, Ohio, Tennessee, Texas, and Wisconsin. Driver's license data is typically valued by users for its ability to provide identifier information such as date of birth, personal address, or driver's license number.	44
4.1.16.4 Email address	CLEAR includes Email & Phone Attributes data.	39
4.1.16.5 Person name	The Address Compilation data set contains more than 400 million individual historical records, useful for obtaining addresses, names, and dates of birth. Coverage is nationwide.	38
4.1.16.6 Phone number	The Phone Records data set contains data regarding cell phone numbers, landlines, and VoIP numbers.	10
4.1.16.7 FEIN (federal identification number)	CLEAR plans include core data, such as bank header data and credit header data, and you can also add access to additional content, such as OFAC lists, FEIN information, and work-affiliations information	6
4.1.17. Entity Resolution- Vendor must use an entity resolved database (ERD) technology to find all available public records pertaining to a subject. This technology uses multiple data elements and identifiers to match records and can overcome partial and incomplete data, misspellings, etc. ERD technology ensures that users obtain the full complement of available data on a subject.	CLEAR uses Entity Resolved Database (ERD) technology to efficiently find all public records pertaining to a subject. Technology is optimized to overcome partial and incomplete data, misspellings, and other errors often found in public data.	18
4.1.17 .1 Relevance Scores- As results are returned, the most relevant records must appear at the top of the result list.	Search results are presented as result groups, with the closest match presented at the top of the list. Once the user selects a result, the results page provides detailed search results and dashboard options.	18

Requirement	Applicable CLEAR Content/Feature	Page #
4.1.17.2 Data Source Transparency- ERD must identify the sources of its returned data, so that users can be reassured of the credibility and reliability of the data.	We have the resources and information you need to conduct accurate, current, and thorough due diligence and investigations of people and entities. - Be more confident in your results with data source transparency. - Identity verification and risk assessment configured to customer parameters for streamlined, consistent due diligence. - Trusted data and analytics delivered through a single online platform.	n/a
4.1.18 User Preference- Preferences account tool must allow users to create preferences for conducting linked searches, permissible uses, user profile, display order of dashboard modules, and regarding data included in the Quick Analysis Flags and Associated Analytics modules.	The Preferences account tool allows users to create preferences for conducting linked searches, permissible uses, user profile, display order of dashboard modules, and regarding data included in selected dashboard tools, e.g., Quick Analysis Flags, Associate Analytics.	22
4.1.19 Customizable Reporting- Must have the ability to create report templates by setting report preferences, identifying the sections to include, and setting the sequence in which sections are displayed. Examples are Administrative Report, Usage Reports, ad hoc., etc.	As one of their Préférences in CLEAR, users can create report templates, selecting the report sections to include and their sequence and saving those selections as a template for future use. Users may save up to 10 report templates.	24
4.1.20 Workspace- The workspace feature must allow users to save selected results and report data indefinitely and provides the ability to generate link-chart and map reviews of the data. Visualizing information on multiple subjects or associations between subjects/entities.	Results and report data can be saved to the Workspace feature within CLEAR. Workspace allows data to be visualized in a link chart, and in map view, which provides users with a richer context for selected data. Data is also displayed in tabular format.	25
4.1.21 Google maps, or equal compatibility- Must provide mapping of address data, powered by Google maps, or equal, in several areas, including the Address Map and Map Analytics modules, Workspace, and in Search Results, by selecting the map icon located beside the address. This is for Multifactor verification per Office of Technology (OT) standards.	CLEAR includes mapping capability powered by Google Maps, in a few ways. In the Search Results, users may click the map icon next to a returned address for a map view. In the Dashboard view of results, the Address Map dashboard tool maps the returned addresses. With Map Analytics, users can view the subject's current address on a map along with certain business types based on SIC codes located within 25 miles of the subject's address. In Workspace, users may select address data that they want to view on a map. The mapping capability is interactive, so users may zoom in, zoom out, pinpoint a location, and switch to different viewing types.	22

Requirement	Applicable CLEAR Content/Feature	Page #
4.1.22 Additional Services- Vendor must provide additional locate services upon request for hard-to-find individuals from a list provided by the Agency on a semi-annual basis. For example, data comparisons and matches.	Included in our offer are Additional Services that will enhance the CLEAR capabilities for DHHR users. ▪ CLEAR ID Confirm Batch provides a high degree of configurability, so that users can determine the verification parameters (definitions) that best suit DHHR's needs. Users may choose from pre-set definitions or create a custom definition. ▪ Premium Alerts (individual or batch) provides alert notification on selected subjects or attributes as well as Real-Time Incarceration and Arrest (RTIA) Alerts.	11, 15
4.1.23 Vendor should provide with their bid a copy of any hardware or software licensing and/or support terms and conditions to which the State of West Virginia or the Agency must agree to or accept, either in writing or digitally, in order to order and receive the commodities or services offered as part of this contract. Written terms will be required prior to the award of any contract resulting from this solicitation, failure to provide additional terms and conditions may result in disqualification of the Vendor's bid.	Please refer to our Assumptions, Exceptions, and Conditions and the pricing attachments included at the end of our response.	32

Complete details about CLEAR's Capabilities and our offer are provided in the following pages. Please refer to our Pricing Proposal on page 29 for complete pricing information.

CLEAR FOR THE DHHR

CONFIDENTLY LOCATE, IDENTIFY, AND CONNECT THE FACTS YOU NEED

CLEAR is a powerful investigative platform that delivers a vast collection of public and proprietary records and brings all key content together into a single working environment to give you a more streamlined, efficient search.

CLEAR features a simple, intuitive interface that makes it easy to understand exactly what information you need to obtain and how to easily start and perform your search. Dive deep into your research and uncover hard-to-find data. Locate and make analytical connections for people, assets, businesses, incidents, and activities. Document your research with the ability to generate comprehensive reports on your party or organization of interest.

CLEAR provides access to key data that is:

- **Expansive**—data on people and businesses, including comprehensive cell phone, vehicle data, and much more.
- **Current**—with live gateways that connect you to real-time information.
- **Diverse**—sourced data from a variety of public records, proprietary sources, and publicly available information, including social networks, blogs, news, and more.
- **Versatile**—with dashboard tools, customizable reports, link charts, and mapping.
- **Trusted**—delivers source transparency through Source and Last Confirmed details to help you know when and where data was gathered and updated.

SEARCH WITH GREATER CONFIDENCE IN LESS TIME

Our customizable dashboard and intuitive, easy-to-navigate interface help you save time by allowing you to search data and view results in a layout that makes the most sense for the way you work.

- Search all databases in a single search—public, proprietary, and web
- Search with partial information for the following: date of birth, Social Security number, license plates, and street names
- Soundex searches
- Entity resolution consolidates search results and eliminates duplicate records
- Relevant results appear at the top, where you can easily spot them
- Filter results based on date, age, “and/or,” and any other restrictions you choose to set

The increased search efficiency, streamlined workflow, and intuitive design mean you get more crucial, usable data with far fewer clicks. Users can get instant access to overview data that ties people and businesses together.

BUILD ON THE DATA ALREADY KNOWN ABOUT A SUBJECT

Users can start their search with just one piece of information and easily uncover more about a person or business; CLEAR pulls from a wide range of databases to help users find exactly what they need.

- Map subject addresses
- Immediately know possible risk associated with your subject using Quick Analysis Flags
- Access underlying source documents while you search
- Linked searches

ACCESS A COMPREHENSIVE COLLECTION OF REAL-TIME DATA

Live gateways give users access to real-time public records information.

- **Phone data**—comprehensive cell phone, VoIP (Voice over Internet Protocol); and landline, coverage of all 50 U.S. states, Puerto Rico, various territories, and Canada
 - Reverse lookup
 - Caller ID names
 - Carrier contact information for subpoena purposes
 - Ported flags to signal a previous cell phone company
- **Motor vehicle registration data**—live access to records in 44 states, the District of Columbia, and Puerto Rico.
- **Credit bureau data**—Header data via Experian live gateway and Individual Reports

GET INSTANT UPDATES IF KEY DATA CHANGES

When you want to be notified if any key information changes on the person you are investigating, CLEAR Alerts will:

- Automatically monitor the status of data you select at time intervals you choose
- Send you Alert notices on a periodic basis, from daily up to monthly
- Notify you of an Alert via email or upon your next CLEAR log-in.

WORKSPACE OFFERS YOU INSTANTANEOUS ANALYSIS

Workspace gives you a head start on analyzing your results. It allows you to:

- Save search results for as long as needed
- Visualize data connections using link charts and Google Maps
- Readily drag and drop or export link charts to i2 Analyst's Notebook for additional visualization and analysis
- Export case folders to collaborate with coworkers and other agencies.

OFFER SUMMARY

In response to CRFQ CSE2500000001 we propose to provide DHHR with continued access to a comprehensive collection of CLEAR content, features, and services that will meet the needs of DHHR users. Our offer includes the following content and features:

Base Content (current subscription)

CLEAR for Government Fraud

CLEAR for Government Fraud provides access to comprehensive data.

Real-Time Incarceration and Arrest Records

Real-Time Incarceration and Arrest Records provide users live gateway access to current and historical arrest information.

Additional Services

CIDC Batch

CLEAR ID Confirm provides identity verification for individuals and businesses and is available via batch delivery to accommodate large volumes of identity verifications.

Premium Alerts (individual or batch)

Batch Premium Alerts provides alert notification on selected subjects or attributes as well as Real-Time Incarceration and Arrest (RTIA) Alerts.

Descriptions of the content and services being offered to DHHR are included in the following pages.

Included Content

CLEAR for Government Fraud

CLEAR for Government Fraud is the most advanced and inclusive investigative solution designed to address fraud, waste, and abuse; to strengthen program integrity; and to support government investigators and analysts in their cases.

CLEAR for Government Fraud provides access to comprehensive data, including several live gateways and all available dashboard tools: Address Map, Associate Analytics, Company Family Tree, Graphical Display, Map Analytics, News, Quick Analysis Flags, and Web and Social Media. CLEAR for Government Fraud delivers the information you need when you need it—without having to perform multiple searches through multiple platforms and interfaces. Whether you are investigating a person or business, you have immediate access to the relevant results needed to expand on the information you already have and make critical connections in your investigations.

With this plan you can:

- Quickly view a list of associates and relatives along with flags for potential adverse data for each
- Get a graphical view of connections with people and companies
- View articles collected from Reuters News
- Plot a subject's current address on a map and view relevant business in surrounding area
- Visualize the corporate structure of a business, including relationships, divisions, and affiliates
- Search web sources – including social media sites – for information not typically found in public records
- Access vehicle registration data from the supplier in real-time for 44 states, the District of Columbia, and Puerto Rico.
- Improve your searches with real-time data from live gateways
- Easily locate subjects using phone, credit header records, and bank account header data
- See all known associated addresses
- Quickly assess a subject for additional investigation
- Improve criminal records searching with the Criminal Analytics feature
- Obtain relatives, associates and neighbors, including scores regarding the strength of association
- Customize reports with pertinent information and save as templates for later use
- Review, save, and share your findings using Workspace

Access Real-Time Data with Live Gateways

With CLEAR, you can get real-time information about your subjects. This immediacy reduces your risk of making decisions based on outdated or missing data. And because CLEAR displays reported dates and source information with the results, you can easily evaluate the content's trustworthiness and currentness.

MOTOR VEHICLES GATEWAY

Real-time gateway to information that originates from the state departments of motor vehicles provides significantly more comprehensive and current information than any other provider in the market. The vehicles gateway provides real-time access to current vehicles registration data, covering 44 states, the District of Columbia, and Puerto Rico.

REVERSE PHONE NUMBER GATEWAY

The Real-Time Reverse Phone Number Gateway provides information about an individual or business associated with a phone number. Most major phone carriers are included in the source data. In addition to providing information to link individuals or businesses to phone numbers, this gateway source provides information about the line itself, such as line type (wireless, landline, Voice-over Internet Protocol [VoIP]), line status (active, inactive), carrier (e.g., Sprint, AT&T) and detailed carrier contact information for subpoena purposes, as well as an indicator of a phone number having been ported (i.e., switched from the original carrier). Landline coverage can include all 50 states, the District of Columbia, and Puerto Rico. Wireless coverage can include all 50 states, the District of Columbia, Puerto Rico, and various other U.S. territories, and Canada.

EXPERIAN GATEWAY

Experian's credit header data contains more than 300 hundred million individual records, covering all 50 states, the District of Columbia, Puerto Rico, and with limited coverage of various other U.S. territories. These files are valued for typically providing identifying information such as Social Security number, date of birth, and aliases, as well as locator information, such as address and phone number.

Passport Checker

With the Passport Checker Search in CLEAR, the user enters information from the passport (e.g., last name, first name, gender, date of birth, passport number, issuing state, nationality, date of expiry) and clicks to Generate MRZ, which shows the two lines of text in the passport's Machine-Readable Zone. Differences between the MRZ text generated by Passport Checker and the MRZ on the passport could indicate a forged document. Important characters in the MRZ when examining a passport for possible forgery will be highlighted.

Hyperlinks allow users to conduct further searches, such as the Person Search, and, if included in the CLEAR subscription plan, the Enhanced World-Check Search.

Passport Checker results, including the passport information entered by the user and the MRZ lines, can be printed, saved, or exported.

Report Types

CLEAR offers comprehensive reports for an individual or a company. In addition to the content from all relevant data sets, each of these reports allows users to include information on relatives, associates, and neighbors, as well as information from the dashboard tools included in your subscription.

Individual Report

The Individual Report is a comprehensive report on an individual subject, including information from all the available search types, e.g., Person, Phone, News, Asset, License, etc. This report returns the subject's name, aliases, reported dates of birth, Social Security numbers associated with the subject, current and previous addresses, phone numbers, death records, work affiliations, credit header data (via live gateway access), businesses registered at the subject's address, driver's license information, infractions, information related to various assets (vehicles, including registrations, motor vehicle service and warranty data, etc.; real property, including deed transfers, tax assessor data and pre-foreclosures data; watercraft data from the USCG and selected states; FAA aircraft registrations; and unclaimed assets), criminal records and traffic citations, arrests, infractions, UCC filings, bankruptcies, liens and judgments, lawsuits, dockets, professional licenses, other licenses, marijuana-related business data, business affiliations, political donors, voter registrations, marriages, divorces, and licensed drivers at subject's address. The Individual Report also can be customized to include additional information regarding relatives, neighbors, and associates, and information from available dashboard tools, such as Web and Social Media, News, etc.

Company Report

The Company Report is a comprehensive report on a business subject, including information from all the available, pertinent search types, e.g., Business, Phone, Asset, License, etc. The Company Report sections include corporate record filings, information on private companies, small businesses, D&B records, business profile records, executive affiliations, executive biographies, fictitious business names, employer ID numbers (FEIN), licenses, bankruptcies, liens and judgments, UCC filings, infractions, lawsuits, vehicles, real property, watercraft, people associated with the business, other businesses linked to the business address, and phone listings. Users also may choose to include information from available dashboard tools (e.g., Web and Social Media, News, etc.) in the Company Report.

Please refer to the Data Sources list in the Attachments of this proposal for descriptions of Data Sources included with this offer.

Real-Time Incarceration and Arrest Records

Real-Time Incarceration and Arrest Records provide users live gateway access to current and historical arrest information. The coverage consists of more than 180 million booking records across 2,200+ agencies, 43 states, and Washington, D.C. With updates every hour, users get access to pertinent information such as name, address, time of arrest, arresting agency, and more, making this the most complete network of local jail data. The gateway provider of this data is the only company to provide access to real-time, historical, and current arrest and incarceration records.

ADDITIONAL SERVICES

CLEAR ID Confirm Batch

CLEAR ID Confirm Batch provides identity verification for individuals and businesses and is available via batch delivery to accommodate large volumes of identity verifications. Access can be via a secure online interface or SFTP.

CLEAR ID Confirm Batch provides a high degree of configurability, so that users can determine the verification parameters (definitions) that best suit their organization's needs. Users may choose from pre-set definitions or create a custom definition.

Once definitions and preferences are set, users upload the input file for their subjects or entities, and CLEAR ID Confirm compares the input data with CLEAR data from reliable sources including government and industry-leading data suppliers. The data sources are displayed with results. CLEAR ID Confirm Batch includes the following core content: Bank Account Header, Experian Credit Header, TransUnion Credit Header, and Equifax Credit Header.

Additional content for individual subjects may include New Mover Records, People Household Records, Hunting/Fishing Records, Voter Registration Data, DMV Records, Driver's License Records, Work Affiliations, Email Records, and Consumer Phone Records. Identity flags may include Historical Address, Death Records, Multiple SSNs, SSN Matches Multiple Individuals, OFAC Records.

Content for business entities may include Business Profile, FEIN, D&B (Dun & Bradstreet), Corporate Filings, Executive Biographies, Executive Affiliations, Phone Records, Worldbase, Company Fundamentals, Fictitious Business Names. NPI records is an optional add-on for healthcare fraud use cases.

Identity flags may include Business Address Used as Residential Address, PO Box Listed as Address, Other Listings Linked to Business Phone Number, Other Businesses Linked to Business Address, Other Businesses Linked to Same FEIN.

CLEAR ID Confirm Batch output files can be configured to suit the organization's workflow and may include the overall verification score, component factor match results, and results sources.

Thomson Reuters has developed entity resolution technology that is applied across high quality data sources, both public and proprietary, including death sources. Thomson Reuters CLEAR ID Confirm (CIDC) uses the data sources, a customized definition and waterfall search analytics to ensure the DHHR is reviewing the correct individual. The three sources searched for death matching are the Social Security Administration's Death Master File (DMF), state death records (where applicable), and obituaries. To minimize data exchange, the alternative to submitting the DHHR population and searching each month for death matches, we can alert you of death indicators within your population at a frequency selected, either daily, weekly, or monthly, minimizing data exchange, providing a prompt notification, and creating efficiencies.

We suggest using CIDC, whether in a monthly batch or leveraging the Entity ID output in Batch Alerts. CIDC accesses traditional and non-traditional public records, such as credit header data, daily updated phone files, work affiliations, email records, DMV records, Voter Registration data, and more data sources

to confirm personal identity data is accurate and up to date. CIDC surfaces historical addresses, death, and identity fraud immediately by incorporating risk flags, such as death records or Social Security number inconsistencies (for example, matching to multiple individuals) into search results. By analyzing various data points, CIDC can detect death and potential fraud risks and therefore provide valuable insights to the DHHR program.

CLEAR Premium Alerts (Individual or Batch)

CLEAR Premium Batch Alerts provide automatic notifications on high volumes of people, so you can stay current with new information on the hundreds or thousands of people you are monitoring. CLEAR Premium Batch Alerts continually checks for updated information on the list of people you submit and notifies you about new information on incarceration status and release from custody, as well as the other attribute alerts and document alerts available with Batch Alerts, such as addresses, phone numbers, death indicator, AKAs, and criminal records and arrests.

Batch Alerts functionality provides alerting notifications whenever key data changes for subjects. The user specifies the time interval for the alert (e.g., daily, weekly, or monthly), and Batch Alerts checks for new information or changes to selected data, which can include content related to individuals (such as addresses, potentially adverse information, assets, or licenses), or content related to companies. Batch Alerts alleviates the need to re-run batches to detect changes in key information for large volumes of subjects.

CLEAR Premium Batch Alerts are easy to set up and are customizable, so you may choose the frequency, delivery preference, and content of alerts. In addition to incarceration and release alerts, the table immediately below shows the data available for alerts on a person.

ALERT OPTIONS

ATTRIBUTE ALERTS

Alerts are available for changes or new information regarding the following attributes:

PEOPLE	BUSINESSES
▪ Business/Employment ▪ Marital Status ▪ Address ▪ Date of Birth ▪ Death ▪ Driver's License Number ▪ Email ▪ Household Member ▪ Phone Number ▪ SSN	▪ Corporate Name ▪ Corporate Status ▪ Corporate Structure ▪ Director, Officer, Contact ▪ FEIN ▪ New Incorporation ▪ Phone Number ▪ Address ▪ Parent Company ▪ Registered Agent

Premium Alerts with Real-Time Incarceration and Arrest Alerts (RTIA)

Real-Time Incarceration and Arrest Alerts can be accessed while creating a CLEAR Alert on an individual, from the RTIA-specific alert template in CLEAR, or from Batch Alerts. In addition to alerting on New Bookings, the RTIA Alerts large-volume batches of alerts allows customers to select from these RTIA-specific options when creating an alert: Notify if Already in Custody; Notify X Days after Subject is in Custody; Notify on Release.

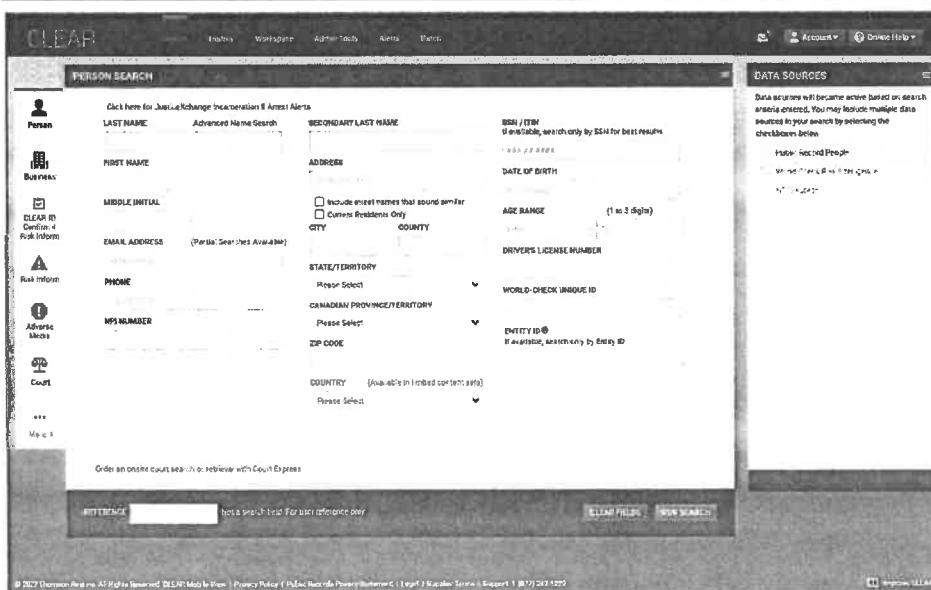
Features & Functionality

Searching in CLEAR

Search Pages

A simple user interface and intuitive navigation make it easy to search public, proprietary, and web sources in one search. With CLEAR Favorite Searches feature, CLEAR now displays the search options more prominently on the left-hand pane of the search pages, and users can change the order of the options to make it easy to select the searches that they use most frequently.

CLEAR SEARCH PAGE - EXAMPLE



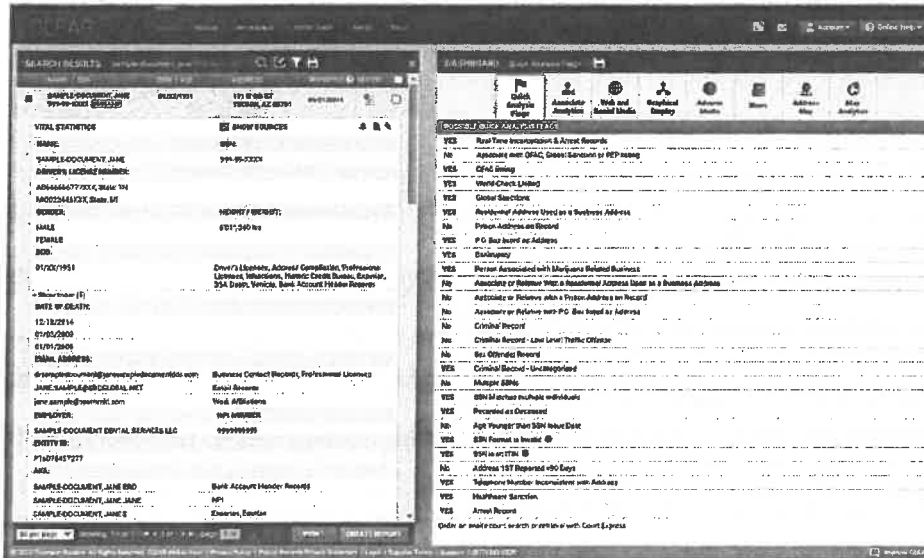
The screenshot shows the CLEAR search interface. On the left is a navigation pane with icons for Person, Business, CLEAR ID, Risk, Real Estate, Address, and Court. The main area is titled 'PERSON SEARCH' and contains a 'Click here for JusticeExchange Incarceration & Arrest Alerts' link. Below this are search fields for LAST NAME, FIRST NAME, MIDDLE INITIAL, EMAIL ADDRESS, PHONE, and MPS NUMBER. There are also dropdown menus for SECONDARY LAST NAME, ADDRESS, CITY, COUNTY, STATE/TERRITORY, CANADIAN PROVINCE/TERRITORY, ZIP CODE, and COUNTRY. Additional filters include BIRTH/DOB, DATE OF BIRTH, AGE RANGE, DRIVERS LICENSE NUMBER, and WORLD-CHECK UNIQUE ID. A 'DATA SOURCES' panel on the right lists various data sources. At the bottom, there are buttons for 'RETURN', 'CLEAR FILTERS', and 'RUN SEARCH'.

CLEAR includes functional features that allow users flexibility in their search criteria, including allowing users to conduct searches with partial data, such as date of birth, Social Security number, license plate number, and street names; and leveraging Name Variations options and Soundex.

Search Results

CLEAR uses Entity Resolved Database (ERD) technology to efficiently find all public records pertaining to a subject. ERD technology uses multiple data elements and identifiers to pre-pin records to an individual. The technology is optimized to overcome partial and incomplete data, misspellings, and other errors often found in public data. ERD technology also factors demographic statistics into the matching process (such as name rarity in a geographic area) and ensures users obtain the full complement of available data on a subject.

CLEAR SEARCH RESULTS - EXAMPLE



Results are presented as result groups, with the closest match presented at the top of the list. Once the user selects a result, the results page provides detailed search results and dashboard options.

From the Search Results page, users can access the following features that help point them to relevant information:

- **Vital Statistics**—Convenient summary of the unique versions of attributes such as name, AKAs, Social Security number (SSN), date of birth, date of death, email address, employer, physical characteristics, addresses, and phone numbers.
- **Search Filtering**—Easily applied to narrow the search results. Filtering options include relevance, name, SSN, date of birth, age, address, and reported date. Filter operators include quotation marks for exact phrasing, Boolean logic, and wildcards.
- **Linked Searching**—Allows users to dive deeper into returned data by searching on selected attributes that are hyperlinked within the returned data. Clicking the link launches the appropriate search on that attribute, making follow-up searching convenient and efficient. Users can define and save their preferences for the default search type used for each linked data element.

Dashboard Tools

On the Results page, the Dashboard display allows users to view results using investigative tools that provide a better overview of the subject faster than simply viewing the results data. The dashboard provides a cohesive approach to searching and working with results.

These advanced tools give you access to hard-to-find data on your subject of interest. Thumbnail icons for the available dashboard tools provide easy access to this specialized data and functionality and allow users to customize reports with this information.

Quick Analysis Flags

The Quick Analysis Flags feature provides a checklist of data sets that can be potential red flags for a subject, to help users determine where to focus investigative efforts. Where records have been flagged “yes,” users may click on the link to access underlying documents or information associated with that flag.

Here are the data fields flagged for a Person and those flagged for a Business:

PERSON FLAGS

- Arrest record
- Real-Time Incarceration & Arrest Records*
- Criminal record
- Criminal record – Low-level Traffic Offense
- Criminal record – Uncategorized
- Sex Offender Record
- Bankruptcy
- OFAC listing
- World-Check listing*
- Global sanctions
- Residential address used as a business address
- P.O. box listed as address
- Prison address on record
- Person associated with marijuana-related business
- Address first reported <90 days
- Telephone number inconsistent with address
- Associate or relative with a residence address used a business address
- Associate or relative with PO box address
- Associate or relative with prison address
- Associates with OFAC, PEP, or Global Sanctions
- Multiple SSNs
- SSN matches multiple individuals
- Recorded as deceased
- Age younger than SSN issue date
- SSN format is invalid
- SSN is an ITIN
- Healthcare sanction (for healthcare plan subscribers)

BUSINESS FLAGS

- Arrest
- Criminal record
- Bankruptcy
- OFAC listing
- World-Check listing*
- Global sanctions
- Business address used as residential address
- Prison address on record
- Marijuana-related business
- Other businesses linked to same FEIN
- P.O. box listed as address
- Other businesses linked to the business address
- Other listings linked to business phone number
- Pending class action
- Key nature of suit
- Change in principal leadership
- Going concern
- MSB listing
- Healthcare sanctions (for healthcare plan subscribers)

*Available when included in your subscription

Address Map

The Address Map feature shows the addresses associated with the subject (and which appear in the Vital Statistics section of search results) on an interactive map, via Google Maps. Address Map will display the most localized area possible for the subject addresses. (For example, if all the addresses are in one state, Address Map will show only that state.) Users may pan to move the map, zoom in/out, pinpoint a specific

location, use the drag-and-drop pegman icon to view in street-level format (where available), or switch map views (i.e., map, satellite, terrain).

Web and Social Media

Web and Social Media goes much deeper than standard search engines. This allows you to quickly find, categorize, and organize text and images from numerous sources, including:

- Social networks
- Blogs
- Business and corporate data, including business network sites
- News references

Web results are grouped by person, so instead of having to peruse a long list of results for items about an individual, users quickly see the items pertaining to the same person. Web results can be filtered, which allows users to identify results of interest more rapidly. The application identifies categories and keywords that occur across the results, and users can filter the Web and Social Media results to match only selected categories or keywords.

Associate Analytics

The Associate Analytics feature is designed to allow users to quickly scan a list of the subject's relatives or associates to see if they have data regarding the following: Global Sanctions, OFAC, Arrest records, Criminal records, Bankruptcy records, or World-Check listings. Where records have been flagged "yes," users may click on the link to access underlying documents or information associated with that flag. Associate Analytics is available for either a Person search or a Business search.

For a Person search, users may opt to include Relatives (i.e., individuals with a family relationship to the subject) and/or Associates who share one or more of the following associate types with the subject:

- Shared Address
- Shared Phone Number
- Business Relationship
- Possible Spouse
- Shared Vehicle
- Party to Same Vehicle Transaction
- Party to Same Real Property Transaction
- Possible World-Check Relationship.

Relatives and Associates can be sorted by score based on their strength of association to the subject.

For a Business search, this feature allows users to view other businesses and individuals such as company executives with a link to the subject. Users can quickly assess affiliations and can search from within the module for more information on an associate.

Company Family Tree

The Company Family Tree feature allows users to easily visualize various relationships between companies (e.g., headquarters, subsidiary, associated company, division, branch, affiliate). Users can run searches on companies displayed in the results directly from this module.

Graphical Display

The Graphical Display feature allows users to visualize interpersonal relationships and connections amongst subjects and entities but is different than the link charts generated in the Workspace feature. The Graphical Display is intended to provide a snapshot view of a subject's connections and to show details about the nature of those connections, such as a shared phone number, asset, address, or judgment. From Graphical Display, users may filter out entities (and re-set if needed) and can expand the display from a selected entity.

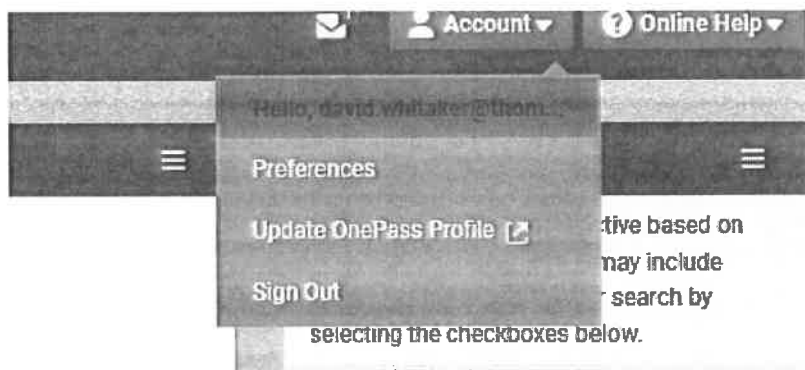
Data sources include people data, court-related records (e.g., dockets, bankruptcy, Uniform Commercial Code), extensive business data (e.g., corporate data, executive affiliations, stock), asset data (e.g., real property, aircraft, watercraft, unclaimed assets), and license data (e.g., professional, marriages, divorces).

Map Analytics

The Map Analytics tool plots a subject's current address on a map and allows a view of surrounding businesses by type based on SIC codes, including medical facility, attorney's office, or automotive mechanic shop. Users may pan to move the map, zoom in/out, pinpoint a specific location, and use the drag-and-drop pegman icon to view in street-level format (where available). Users also may view details of businesses on the map and plot up to 25 additional addresses on the map. Person results also may be added to the map, and a person radius search can be conducted using a street-level view. For any people and address results that display, linked searches can be run from the map pop-up box.

User Preferences

The Preferences account tool allows users to create preferences for conducting linked searches, permissible uses, user profile, display order of dashboard modules, and regarding data included in selected dashboard tools, e.g., Quick Analysis Flags, Associate Analytics.



CLEAR

Search

History

Workspace

Admin Tools

Alerts

Batch

MY PREFERENCES

Use the options below to create, modify and save custom templates and user settings.

ADVERSE MEDIA PREFERENCES

ASSOCIATE ANALYTICS

BATCH PREFERENCES

BATCH TEMPLATES

FAVORITE SEARCHES

ID CONFIRM PREFERENCES

LINKED SEARCHES

MODULE DISPLAY ORDER

NEWS SEARCHING

PERMISSIBLE PURPOSES

QUICK ANALYSIS FLAGS

REPORT TEMPLATES

RISK INFORM PREFERENCES

USER PROFILE PREFERENCES

ADVERSE MEDIA PREFERENCES

Specify application defaults for your account

PAGE DISPLAYED WHEN ADVERSE MEDIA IS OPENED

Please Select

DEFAULT MONITOR LIST EMAIL ADDRESS(ES)

Separate multiple addresses with a comma. (e.g. John@email.com, Jane@email.com)

Please Enter Email Address(es)

ADVERSE MEDIA PEPs, SOEs & SANCTIONS LISTS

Select or de-select content or specific lists with the check boxes.

Default relevance scores can be changed by changing the number in the Relevance Score column.

PEPs, SOEs & SANCTIONS

CONTENT:	RELEVANCE SCORE:
☒ Politically Exposed Persons (PEPs)	85
☒ State Owned Entities (SOEs)	85
☒ SANCTIONS	85
☒ Uncategorized Sanctions	85
☒ AFRICA	85
☒ African Development Bank	85
☒ The Southern African Legal Information Institute (SALII)	85
☒ ATF - BUREAU OF ALCOHOL TOBACCO & FIREARMS	85
☒ Bureau of Alcohol, Tobacco, Firearms and Explosives	85
☒ AUSTRALIA	85
☒ AUSTRALIA - DEPT FOREIGN AFFAIRS & TRADE - AUTONOMOUS SANCTIONS - DFAT-Former Federal Republic of Yugoslavia- Targeted financial sanctions	85

News

The News search / dashboard tool accesses articles collected from Reuters News. Users may choose to focus searches on negative news or to see all news on a person or business. Users also may choose to: restrict the time frame for results (i.e., last 30 days, last 3 years, last 10 years); display only headlines and lead paragraphs; include only U.S. newspapers; and/or remove duplicates.

Using Boolean logic and selecting from dozens of available keywords, users can further target their news searching. In addition to ad hoc selection of these standard search options, users can also create up to 10 custom news queries with their own search terms. The account tool My Preferences allows users to select their preferences for standard (default) news searching and for creating custom news searches, including use of Boolean logic.

The news content is global, including sources from more than 100 countries, and includes active U.S. newspapers, international newspapers, newswires, and transcripts. Unlike typical links to news articles when using a standard search engine, which frequently archives articles, CLEAR provides access to both historical and current articles. Graphic material is not available in News results. Many publications go back 10 years, and some of the oldest articles date to the 1970s.

Users can refine their search and increase efficiency with the ability to easily see News results as part of Search All News. Search All News is its own category when viewing results, so users can quickly see if their

search subject has any news associated with them including possible red flags such as crime, fraud, arrests, or incarceration, etc.

Users also can filter and sort the news results, such as by date, publication name, and article title. When ready to view an article, users simply click the news link. Users may print search results, and can print, save, or export individual articles.

Customizing Reports

When users order reports, they have several options available for customizing a report. In addition to being able to select which sections to include in the report being ordered, users have options related to the scope of the following report sections (sections may vary with the type of report being ordered):

- **Include Relatives**—Users choose degree of separation and whether to display full details.
- **Include Associates**—Users choose whether all addresses or 3 most current, time frame, and whether to display full details.
- **Neighbors**—Users choose whether all addresses or 3 most current, and time frame.
- **Addresses Associated with the Subject**—Users choose all addresses or 3 most current.
- **Businesses Registered at Subject's Address**—Users choose all addresses or 3 most current.
- **Licensed Drivers at Subject's Addresses**—Users choose all addresses or 3 most current, and time frame.
- **Property Owners at Subject's Addresses**—Users choose all addresses or 3 most current.
- **Vehicles Registered at Subject's Addresses**—Users choose all addresses or 3 most current, and time frame.
- **Adverse Media**—Users choose whether to include open-source adverse news media, sanctions, Politically Exposed Person (PEP) and/or state-owned entity (SOE) records. Sanctions, PEPs, and SOEs can be searched from Adverse Media and are available only in Person and Company Report types.

Users also can choose whether to display:

- Only the current property owners for each subject address.
- Only the current owners for each vehicle registered at the subject's address.

Users also may choose to include data from available dashboard tools.

Customizing the Report Display

CLEAR provides easy report navigation and options that allow the user to rearrange the sequence of report sections in order to highlight selected areas of a report, and to remove sections of a report when those sections are not meaningful or would be distracting. Removed sections can be easily restored.

Creating Report Templates

As one of their Preferences in CLEAR, users can create report templates, selecting the report sections to include and their sequence and saving those selections as a template for future use. Users may save up to 10 report templates.

Exporting/Printing Results and Reports

Search results can be printed or exported in CSV format for easy upload into a spreadsheet or database. Reports can be exported in Word, PDF, or XML format. Users may print reports and can select specific sections of reports for printing.

Using the Workspace Feature

Results and report data can be saved to the Workspace feature within CLEAR. Workspace allows data to be visualized in a link chart, and in map view, which provides users with a richer context for selected data. Data is also displayed in tabular format. Data saved to Workspace is saved indefinitely, until the user chooses to delete the data. Users can select entire reports or choose to save only a portion of a report to Workspace. Working with results from multiple subjects in Workspace allows users to discern connections more readily than would be possible simply by reviewing discrete results. Data in Workspace can be exported in Microsoft Word or PDF.

WORKSPACE OFFERS INSTANT ANALYSIS

For further analysis of CLEAR results, Workspaces allows you to:

- Save search results—automatically for seven days and longer if you choose.
- Visualize results and report data from multiple subjects in a single view with Link Charts.
- Visualize addresses in map view powered by Google Maps.
- Export a CLEAR-generated link chart to VLX file format and then use this file type to import the visualization data directly into IBM i2 products such as Analyst Notebook or Chart Reader. Customize reports with the content you want, in the order you choose.
- Print or email your complete report or sections of it to share information with coworkers, supervisors, and other agencies.

Alert Center

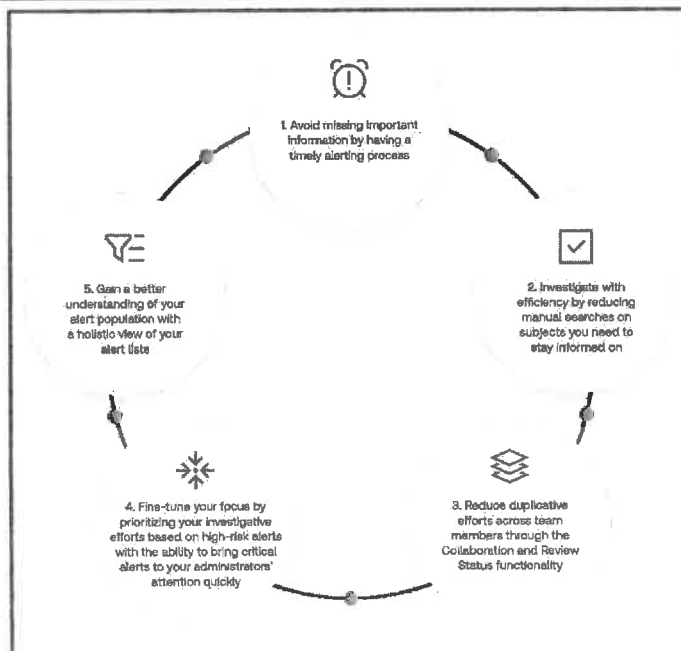
Alert Center monitors user-selected attributes or data types for a subject and automatically notifies users of any modifications or new data – keeping the user updated with the most current information and eliminating the need to manually re-run searches. Users can set the monitoring frequency (daily, weekly, or monthly) and receive alerts categorized by attributes, person information, business information, potential assets, potentially adverse information, and licenses. Alerts can be created for persons or companies, and notifications are sent via email or accessed through the Alert Center.

Alert Center for CLEAR and Batch Alerts provides an interactive Result Dashboard, Alert List Management, Results Page with comprehensive filtering, and Individual Alert result pages (full result) as well as

Administrative Functionality to assign alert lists and grant/deny permissions across an account. For Batch users, the full result file is available in the Results Page.

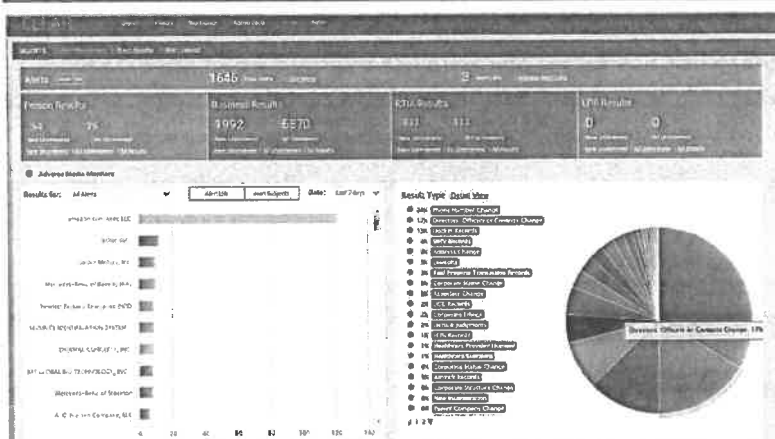
WHAT ALERT CENTER CAN DO

With Alert Center, you can reduce rework with review status functionality, provide a comprehensive view of all alerts, streamline alert management, and enable team collaboration through a dashboard.



Each account includes five active alerts per user in the monthly rate, with additional alerts available through an add-on plan.

ALERT CENTER



Alert Center streamlines your organization's alert management process with enhanced ways to collaborate on alerts, view statistics, and manage programs and populations — all in one intuitive interface. Easily stay informed of changes to your program or user population or subjects of interest and improve performance by equipping your team to efficiently manage batch or regular alerts.

Training and Support

While CLEAR is designed to be navigated easily and intuitively, we believe strongly that training and support are integral aspects of good customer experience with our products. Therefore, we provide training and support to our customers' authorized users at no charge for the term of the contract.

Training

We offer instructor-led online training and in-person training. In addition to initial training, we can tailor training to meet specific customer needs, such as refresher training, new user training, advanced training on best practices or specific functionalities or use cases, etc. Our client management team will work with the customer to schedule appropriate training based on the customer's needs.

Training resources are readily available online, including user manuals, video tutorials, quick reference guides, and webinars on topics from fundamentals of using CLEAR to advanced CLEAR tools and searching social media through CLEAR.

Customer Support

Live assistance is available 24/7 at our toll-free phone number for CLEAR support (877.242.1229). This CLEAR support team is specially trained to provide research assistance for CLEAR.

Client Management Support

We provide a dedicated client management team to assist each customer with technical and general support. Members of the client management team assist initially with onboarding and configuring of preferences and parameters in applicable CLEAR products, and they remain the go-to resources for assistance throughout the contract, such as account management, notification of CLEAR enhancements, scheduling ongoing training, and other assistance as needed.

Your account management team will be responsible for the day-to-day management of any contract awarded pursuant to this RFQ. Your team includes a designated Client Executive who will work closely with personnel from the DHHR to provide consultation and training involving all aspects of account service.

DHHR's dedicated client management team includes:

Andrea Hoyt

Sr. Client Executive

651-895-6044

andrea.hoyt@thomsonreuters.com

Aaron Marks (Batch)

Senior Consultant

763.326.4766

aaron.marks@thomsonreuters.com

Administrative Tools

CLEAR Administrative Tools allows account administrators to monitor usage activity and manage their users' accounts.

- **Manage Account**—Allows account supervisors and administrators to manage user access, such as by activating and deactivating users, adding new users, and resetting by issuing temporary passwords when users have forgotten theirs.
- **QuickView***—Allows supervisors and administrators to generate usage reports for a specified time period. Usage reports can be sorted by user, date, or reference. Reports can be downloaded in multiple file formats, including Excel.

Account

The Account link allows users to:

- Manage their **Preferences** in CLEAR (regarding several functions and features, e.g., linked searching, dashboard tool display, news searching, Quick Analysis Flags, report templates, permissible purpose, batch, etc.)
- Update the **OnePass Profile** (login credentials)
- **Sign out** of CLEAR

Online Help

- CLEAR **Online Help** feature provides useful information regarding features, data, and functionality, as well as a link to training information.
- The **Training** link takes the user to the CLEAR Training and Support page, for access to resources such as numerous CLEAR how-to guides, quick-reference guides, contact numbers, and other useful links.
- The **Improve CLEAR** link provides messaging space for providing feedback directly to the CLEAR team.

Technical Requirements

CLEAR is an online product that requires no additional hardware or software to use. Authorized users [access CLEAR through login](#). CLEAR is compatible with all major browsers. The recommended minimum setting for monitor resolution is 1024 x 768.

Pricing

We propose to provide the West Virginia Department of Administration, Purchasing Division, Department of Health and Human Resources Bureau for Child Support Enforcement (WV HHR) with access to Thomson Reuters CLEAR for Government Fraud. Our offer includes a comprehensive collection of content, features, and services that will meet the needs of the WV DHHR's users.

Price Proposal

Our proposed pricing for the West Virginia HHR provides access to CLEAR for Government Fraud. Our offer represents a savings of more than 50% over the current per-seat rate, reflecting our commitment to providing value to the Bureau in the quality of our CLEAR product and in our dedicated customer service.

Our offer includes the following:

- **Base Package:** CLEAR for Government Fraud (including RTIA) for 65 users (Current Subscription)
- **Additional Services**
 - CLEAR ID Confirm (CIDC) Batch for two (2)* users. 10,000 records (5,000 records x 2 times/year)
 - * The number of users is flexible depending on the number of administrators you want to have uploading the batch files.
 - 3,500 CLEAR Premium Alerts, batch or individual

Proposed Content				
Base Package: CLEAR for Gov. Fraud (includes RTIA)				
CIDC Batch - 10,000 (5,000 records x 2 times/year)				
CLEAR Premium Alerts – 3,500 (Batch or Individual)				
User Limit: Base Package - Up to 65 Authorized Agency Users CIDC Batch - Up to 2 Users Premium Alerts – 3,500				
Fixed Monthly Charges	Base Package	CIDC Batch	Premium Alerts	Total
Base Year: 7/1/2025 – 6/30/2026	\$5,266.96	\$529.38	\$1,087.86	\$6,884.20
Option Year 1: 7/1/2026 – 6/30/2027	\$5,530.31	\$555.85	\$1,142.25	\$7,228.41
Option Year 2: 7/1/2027 – 6/30/2028	\$5,806.82	\$583.64	\$1,199.37	\$7,589.83
Option Year 3: 7/1/2028 – 6/30/2029	\$6,097.16	\$612.82	\$1,259.33	\$7,969.31

Annual Costs	Base Package	CIDC Batch	Premium Alerts	Total
Base Year: 7/1/2025 – 6/30/2026	\$63,203.52	\$6,352.56	\$13,054.32	\$82,610.40
Option Year 1: 7/1/2026 – 6/30/2027	\$66,363.72	\$6,670.20	\$13,707.00	\$86,740.92
Option Year 2: 7/1/2027 – 6/30/2028	\$69,681.84	\$7,003.68	\$14,392.44	\$91,077.96
Option Year 3: 7/1/2028 – 6/30/2029	\$73,165.92	\$7,353.84	\$15,111.96	\$95,631.72

Pricing Terms and Conditions

The following terms and conditions apply to any contract between West Publishing Corporation, hereinafter "West") and West Virginia Department of Administration, Purchasing Division, Department of Health and Human Resources Bureau for Child Support Enforcement (hereinafter, "agency") resulting from this proposal (hereinafter "contract").

- **Contract Term**—The proposed contract term is for one year: July 1, 2025, to June 30, 2026 (Base Year).
- **Renewal Option**—Any contract resulting from this proposal may be renewed for four (4) additional one-year periods (Option Years 1–4), subject to available funding.
- **Authorized Users**—Only users authorized by the agency to use CLEAR may access and use CLEAR under the terms of the fixed-rate agreement, and such use must be solely for purposes directly related to the agency's research and work. The following divisions of the agency are included in this proposal: West Virginia Department of Administration, Purchasing Division, Department of Health and Human Resources Bureau for Child Support Enforcement (Account #CCT CSE21*2).
- **Passwords**—Each CLEAR user must be assigned a separate password. Passwords may only be used by the person to whom the password is issued. Sharing passwords between or among users is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to the agency if West learns that CLEAR has been used by a person other than the person to whom the password has been issued.
- **Additional Users**—West's offer has a limit of up to 65 authorized agency users. For any contract awarded to West pursuant to this proposal, the agency can add additional agency users beyond this user limit. Any additional passwords issued beyond this user limit will be billed to the agency at a mutually agreed upon monthly rate (in addition to the fixed monthly charge).
- **Non-FCRA Use**—CLEAR is intended for due diligence and investigative purposes, activities not regulated by the Fair Credit Reporting Act (FCRA). West Publishing Corporation is not a consumer reporting agency, and customers must not use any of the content, information, or services provided on our sites as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes; for employment purposes; in consumer debt-collection decisions, or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 USCA §1681b).
- **Ordering Documents**—All access to and usage of CLEAR is governed by the then-current Thomson Reuters General Terms and Conditions, and applicable Order Form. These documents (included at the end of this pricing proposal) will be incorporated by reference into and made part of any contract awarded to West pursuant to this proposal.
- **Digital Verification**—Access to and usage of CLEAR requires completion of the digital verification process. (Customer verification FAQ and guide are included at the end of this pricing proposal.)

- **Contractor Information**—Any contract resulting from this proposal will be with:

Legal Contracting Entity	West Publishing Corporation
Doing Business As (DBA)	West, a Thomson Reuters business
Corporate Address	2900 Ames Crossing Road, Suite 100, Eagan, MN 55121
Remittance Address	P.O. Box 6292, Carol Stream, IL 60197-6292
Federal Tax ID #	41-1426973
SAM Unique Entity ID #	L997DB4PEJL8
DUNS #	14-850-8286
Cage Code	89101
Company Size	Large

- **Order Processing**—Westlaw service will begin 5-7 days following receipt of a fully executed, clean, and process-able Order Form. To expedite the processing of an order, please ensure that the order references West's Order Form (i.e., "This Order incorporates by reference the attached West Order Form").
- **Offer Acceptance Period**—The terms of this price proposal are valid for 60 days from the submittal date of this proposal.
- **CLEAR Usage**—West's offer allows for CLEAR usage up to ten times the proposed fixed-monthly charge. (Usage will be calculated using then-current retail rates.) If the agency's usage exceeds this limit in a given month, users will still have access to complete searching and reporting functionality within CLEAR; however, access to CLEAR'S live gateways may be limited for the remainder of that month or other remedies may be sought, such as renegotiating the agency's fixed rate. (Please note: Most customers are not affected by this usage limit because the usage threshold is so high. And should the usage limit be reached, access to most CLEAR functionality is not directly affected; restrictions would apply to only a few premium gateway sources.)

Assumptions, Conditions, and Exceptions to the RFQ

West acknowledges that these Exceptions are submitted in response to the Request for Quote No. 0511 CSE2500000001 by the State of West Virginia (the “RFQ”) and modify the Clauses of the RFQ as specified below. The Exceptions will be part of any contract that may be awarded to West pursuant to this RFQ.

West provides an online information tool and incorporates its order form and general terms and conditions into every customer agreement. In order to access West’s software as offered, all access to and usage of the same is governed by the then-current Thomson Reuters General Terms and Conditions and Order Form (collectively, the “Ordering Documents”). **As such, its proposal is conditioned upon the inclusion of its Ordering Documents.**

General Terms and Conditions

Section 8. Insurance. West takes exception and respectfully requests that this Section be modified as follows:

The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. ~~Thirty (30) days~~ Prior to the expiration of the insurance policies, Vendor shall endeavor to provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with ~~immediate~~ notice of ~~any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in insurers.~~ The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section. Vendor must maintain: [x] Commercial General Liability Insurance in at least an amount of: 1,000,000 per occurrence.

Section 12. Acceptance. West takes exception and respectfully requests deletion of this Section in its entirety. West reserves the right to negotiate these terms and conditions upon acceptance.

Section 26. Subsequent Forms. West provides an online information research tool and incorporates its order form and general terms and conditions into every customer agreement. West takes exception and respectfully requests the following changes to this Section:

The terms and conditions contained in this Contract, **which incorporate West’s Order Form and General Terms and Conditions**, shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. ~~Acceptance or use of Vendor’s forms does not constitute acceptance of the terms and conditions contained thereon.~~

Section 28. Warranty. West takes exception and respectfully requests that this Section be deleted in its entirety. Content is provided "as is." As a data aggregator of third-party content, West cannot guarantee the accuracy of information, or its fitness for a particular use.

Section 30. Privacy, Security, And Confidentiality. West takes exception and respectfully requests that this Section be modified as follows. West can provide a data security addendum specifically applicable to its suite of products and that is consistent across customers.

The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. ~~Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.~~

Section 33. Antitrust. West takes exception and respectfully requests that this Section be deleted in its entirety. Absent a statutory provision requiring this, West will not agree to such an assignment.

Section 36. Indemnification. West takes exception and respectfully requests that this Section be modified as follows:

The Vendor agrees to indemnify, and defend, ~~and hold harmless~~ the State and the Agency, their officers, and employees from and against: (1) Any claims or losses arising from ~~Contractor's gross negligence or intentionally tortious acts;~~ and for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

Section 40. Background Check. West takes exception and respectfully requests that this Section be deleted in its entirety. West performs background checks of its employees upon hire.

Section 41. Preference for Use of Domestic Steel Products. West takes exception and respectfully requests that this Section be deleted in its entirety as it is inapplicable to the purchase of commercial off-the-shelf software.

Section 42. Preference for Use of Domestic Aluminum, Glass, and Steel. West takes exception and respectfully requests that this Section be deleted in its entirety as it is inapplicable to the purchase of commercial off-the-shelf software.

Section 44. Prohibition Against Used or Refurbished. West takes exception and respectfully requests that this Section be deleted in its entirety as it is inapplicable to the purchase of commercial off-the-shelf software.

Federal Funds Addendum

Section 2. Domestic Preferences. West takes exception and respectfully requests that this Section be deleted in its entirety as it is inapplicable to the purchase of commercial off-the-shelf software.

Catch all Exception

From time to time both West and the City may overlook or fail to include a contractual provision(s) required for acceptance of an awarded contract. For this reason, West retains the right to negotiate any contract award pursuant to this solicitation.

About Us

West Publishing Corporation

West Publishing Corporation, a Thomson Reuters business, is a leading provider of integrated information solutions to the U.S. legal and investigative markets and provides the highest quality legal, regulatory, business information, and public records data, and the most innovative tools to manage it. West is incorporated in the state of Minnesota and headquartered in the Minneapolis / St. Paul area.

Thomson Reuters

Thomson Reuters is a leading provider of business information services. Our products include highly specialized information-enabled software and tools for legal, tax, accounting, and compliance professionals, combined with the world's most global news service—Reuters. Our company purpose is to *Inform the Way Forward*, where together with the professionals and institutions we serve, we help uphold the rule of law, turn the wheels of commerce, catch bad actors, report the facts, and provide trusted, unbiased information to people all over the world.

The business has operated in more than 100 countries for more than 150 years. In 2024, we employed a global team of more than 26,400 professionals, and our revenues were US \$7.3 billion. More information on Thomson Reuters can be found at tr.com.

THOMSON REUTERS CLEAR

Thomson Reuters is well recognized for providing exceptional products and customer service to investigative and due diligence efforts across all levels of government and across multiple industries in corporate and legal sectors. Thomson Reuters CLEAR is powered by billions of data points and leverages cutting-edge public records technology to bring all key content together in a customizable dashboard display and reports. West customers appreciate the quality of our public record information, technologies, analytics, and customer service. Our products are currently used by thousands of customers, many of whom have repeatedly chosen our products to serve their needs. We believe that our long-term customers are testimony not only to our products but also to our exemplary customer service. West is committed to providing both the highest quality tools in the most cost-effective and efficient manner and the training and support to assist your users in optimizing the benefits of those tools.

VALUES AND TRUST PRINCIPLES

At Thomson Reuters, our values shape our culture and are embedded throughout the business, forming an important aspect of how we deliver for all our stakeholders, both internal and external.

- **Trust**—We act with integrity and independence by holding ourselves and each other accountable, ethical, and reliable in all that we do.
- **Innovation**—We innovate to serve our customers, drive our growth, and win in dynamic business environments.
- **Partnership**—We work together, with each other, with our customers, and with industry partners to deliver superior results and experiences.

- **Performance**—We deliver results, and we excel at work that positively affects the world.

We are proud to be a business built on responsible values. Our Trust Principles, established in 1941, demonstrate our commitment to independent and unbiased news, information, and data.

Thomson Reuters is not a consumer reporting agency and none of its services or the data contained therein constitute a 'consumer report' as such term is defined in the Federal Fair Credit Reporting Act (FCRA), 15 U.S.C. sec. 1681 et seq. The data provided to you may not be used as a factor in consumer debt collection decisioning, establishing a consumer's eligibility for credit, insurance, employment, government benefits, or housing, or for any other purpose authorized under the FCRA. By accessing one of our services, you agree not to use the service or data for any purpose authorized under the FCRA or in relation to taking an adverse action relating to a consumer application.

Attachments

- CLEAR Data Sources
- Addendum A (signed) - Separate Attachment
- Form WV-PRC-CRFQ (Signed) - Separate Attachment

Pricing Attachments

The following documents govern the access to and usage of CLEAR. These documents will be incorporated by reference and made part of any contract awarded to West pursuant to this proposal:

- Thomson Reuters General Terms and Conditions
- System-to-System Schedule A for CLEAR Services including CLEAR System-to-System
- West Order Form
- Customer Verification (Digital Verification Process)

CLEAR Data Sources

CLEAR leverages a vast collection of public and proprietary records that allows customers to uncover more about people and their connections for use in investigations and fraud prevention. West acquires its public records data and related information from both governmental and private sources. When dealing with private companies, West acquires data from reputable sources that are well-known in the industry. Sourcing from a variety of trusted sources helps to ensure that West is obtaining quality data.

Besides the live gateway sources, CLEAR data is updated regularly, and actual update schedules vary by data type and source. Some updates are received from the sources as often as daily (such as bankruptcy filing data), while others are updated weekly, monthly, quarterly, semi-annually, or annually. Information related to update frequency is also included in the data set descriptions provided below.

Organized by search type, here are brief descriptions of the CLEAR data sources included for each search and the data sets comprising them. Please note that many of the data sets are included in more than one search type and CLEAR data source. Within each data source, the data sets are listed alphabetically.

Person Search

PUBLIC RECORD PEOPLE

- **Address Compilation**—The Address Compilation data set contains more than 400 million individual historical records, useful for obtaining addresses, names, and dates of birth. Coverage is nationwide.
- **Arrest Records**—This data set contains arrest records from various local-level jurisdictions and can provide information such as name, date of birth, address, physical characteristics, offense information, case information (e.g., court, case number, offender ID), arresting information, and bail information. Update frequency varies by jurisdiction, but most sources update their records weekly or monthly.
- **Bank Account Header**—This header data is non-financial information collected on a subject related to checking account and direct deposit account activity, such as account opening or closing, check orders, or insufficient funds. Containing more than 550 million records, this data is from financial, retail, and lending institutions. Types of data include names, addresses, phone numbers, dates of birth, driver's license numbers, and Social Security numbers or individual taxpayer identification numbers. Records span all 50 states, the District of Columbia, and limited coverage from selected U.S. territories. Data from the source is updated monthly.
- **Criminal and Court**—CLEAR provides criminal record and infraction information derived from state court filings, state departments of correction, sex offender registries, U.S. District Court filings, the Administrative Office of the Courts (AOC), the Federal Inmate Registry, and OFAC. CLEAR enhances the criminal data by combining multiple offenses for a single person in the same jurisdiction to reduce the time to review a subject's history. Editorially enhanced offense level, disposition, and offense description information makes records easier to understand and interpret. Federal criminal court records are uniquely integrated into the collection for the most comprehensive criminal records search. New jurisdictions are added to the collection routinely. When available from the sources, photo images from bookings or registries are displayed with Arrest records, Sex Offender records, and selected departments of correction records.

- **Driver's Licenses**—Several states provide regularly updated driver's license information: Florida, Michigan, Ohio, Tennessee, Texas, and Wisconsin. Driver's license data is typically valued by users for its ability to provide identifier information such as date of birth, personal address, or driver's license number.
- **Email Records**—Email Records provides email address information, such as name and email address of the individual, and in some instances, possibly IP address and/or physical address. Coverage spans all 50 states and the District of Columbia. Data is updated monthly.
- **Equifax**—Equifax's credit header data includes more than 350 million records, covering all 50 states and the District of Columbia. Equifax credit header data is updated monthly. Credit header files are valued for typically providing identifying information such as Social Security number, date of birth, and aliases, as well as locator information, such as address.
- **Experian**—Experian's credit header data contains more than 300 million individual records, covering all 50 states, the District of Columbia, Puerto Rico, and with limited coverage of various other U.S. territories. Experian data is updated monthly. Credit header files are valued for typically providing identifying information such as Social Security number, date of birth, and aliases, as well as locator information, such as address and phone number.
- **Global Sanctions**—The Global Sanctions data set contains records from international sanctions lists, law enforcement alerts, and regulatory notices. Updated monthly.
- **Historical Credit Bureau**—The Historical Credit Bureau data contains more than 400 million records, with nationwide coverage. These files are valuable for expanding on a subject's address history and for possibly divulging additional aliases.
- **Household Listings**—The Household Listings data set contains household-level consumer information regarding approximately 250 million individuals, 106 million households, and 57 million homeowners. The data has been aggregated from multiple sources, such as phone listings, birth records, driver's license data, vehicle registrations, and census data. All 50 states and the District of Columbia are represented in this data, which is updated monthly.
- **Hunting and Fishing Licenses/Permits**—This data set contains annually updated records on hunters and anglers from 16 states and historical records only from nine (9) states. Information on the licenses/permits typically includes names, address, permit state, permit class. Permit information may also include permit number and a phone number.
- **Infractions (OFAC)**—This data set comprises information from the U.S. Treasury's Office of Foreign Assets Control (OFAC), which compiles and maintains a current listing of specially designated nationals and blocked persons. This data set is updated as the list is changed or amended by the Office of Foreign Assets Control.
- **Motor Vehicle Service and Warranty Records**—This data set contains more than 200 million records obtained from sales, warranty, and maintenance sources. Records span all 50 states and the District of Columbia and are updated monthly. The available data on the owners and vehicles may include the following data elements: owner name, date of birth, gender, marital status, address, phone, email, VIN, vehicle year/make/model/series/body type, purchase type, ownership status, lien status, and mileage.
- **New Movers**—The New Movers data set comprises 12-15 million records regarding U.S.-consumer household data, compiled from a variety of sources, such as warranty cards, magazine subscriptions, etc., and spans all 50 states and the District of Columbia. Records are organized according to head of

household with other household members named. This data set is particularly useful because it captures information about very new households that may not yet be reflected in other public records data. Updates to this file occur monthly. Information provided remains in the data set for approximately 18 to 24 months before being moved to Household Listings.

- **Obituary Records**—This data set augments the death record information in CLEAR by adding more than 50 million records of obituary information. These records typically include name, date of birth or possible birth year, date of death (or partial date of death), age, and address. The records span all 50 states and the District of Columbia. This data is updated weekly.
- **Phone Records**—The Phone Records data set contains data regarding cell phone numbers, landlines, and VoIP numbers. Information typically available includes name, address, phone number, service provider, type of phone (cell, landline, or VoIP), and reported dates. Updates are received monthly.
- **Professional Licenses**—The Professional Licenses data set provides information on a variety of professional and commercial licenses from all 50 states and the District of Columbia. Professions requiring a license vary by state and can include attorneys, physicians, healthcare professionals, scientists, engineers, barbers, athletic trainers, real estate agents, physical therapists, and insurance agents. Licensed businesses may include insurance firms, real estate agencies, and liquor retailers. Coverage varies by jurisdiction, and update frequency varies by jurisdiction and licensing entity. The data set also contains information on Drug Enforcement Administration (DEA) licenses and on Federal Aviation Administration (FAA) licenses.
- **SSA Death**—CLEAR provides access to the full Social Security Administration's (SSA) Death Master File (DMF), which contains more than 100 million records on deaths reported to the SSA for payment of death benefits. Information contained in the data set usually includes name, date of death, date of birth, an individual's age at time of death, address of the residence of the deceased at time of death, and address of the location where the final Social Security death benefit payment was sent. The SSA DMF is updated weekly.

Note: Due to the Bipartisan Budget Act of 2013, Section 203, special credentialing is required for customers who are NTIS-certified, therefore eligible to receive full death data on deaths within the past three (3) years. Customers who are not certified to receive this data receive a death indicator in the search results.
- **State Death**—State death filings are available from 11 states: California, Connecticut, Florida, Kentucky, Maine, Massachusetts, Michigan, Minnesota, Montana, North Carolina, and Texas. These records are from deaths reported directly to the state in which the death occurred and typically contain more information than provided by the SSA file. In addition to more in-depth death information, these state death files may contain other information, such as date of birth, residence, cause of death and personal information, including education, occupation, marital status, name of spouse, and name of parent. Kentucky records are historical only. Update frequency is monthly for Minnesota, Montana, and North Carolina and yearly for the remaining states.
- **TransUnion**—TransUnion's credit header data contains more than 600 million individual records, covering all 50 states, the District of Columbia, Puerto Rico, and various other U.S. territories. These files are valued for typically providing identifying information such as Social Security number, date of birth, and aliases, as well as locator information, such as address and phone number. TransUnion data is updated monthly.
- **Voter Registration Records**—This data set contains voter registration records from the District of Columbia and 21 states that annually update their records, as well as from two (2) states with

historical records only. Available data typically includes name, address, voter identification number, and registration date, and may also include information such as prior names, phone number, voting history, political party, occupation, age, date of birth, place of birth, and gender.

- **Warrants**—CLEAR provides data on arrest warrants, bench warrants, and warrants arising from civil matters. Outstanding warrants may include warrants for failure to pay fines for minor offenses, such as parking tickets, and arrest warrants for failing to comply with court orders in civil proceedings, as well as more serious offenses. Available data may include name, date of birth, address, warrant description, warrant date, offense description, offense level, and physical characteristics. Coverage includes limited jurisdictions in 16 states.
- **Work Affiliations**—The Work Affiliations data set contains more than 239 million records derived from multiple sources, including business and professional sources as well as self-reported consumer sources. Not all the sources report the same types of information in their records, but the information in the records can include name, date of birth, state of driver's license issuance, title, business affiliation, email address, IP address, address for the subject or business, phone number for the subject or business, months employed, and professional license information. Update frequency varies by source. The data set covers all 50 states and the District of Columbia. Additionally, there are approximately two million non-U.S. records available from the following countries: Australia, Canada, India, Ireland, New Zealand, Singapore, South Africa, and the United Kingdom.

Business Search

PUBLIC RECORD BUSINESS

- **Business Profile Records**—This data set contains records related to U.S., Canadian, and U.K. businesses, as well as records from their parent companies, which come from more than 200 other countries. Records may include business name, address, phone number, Standard Industrial Classification (SIC) codes, and North American industry Classification (NAICS) codes, number of employees, total sales, business contact name and title, email address, and URL. Other information may be provided. These records are updated monthly.
- **Corporate Filings**—The Corporation data set provides filing information from state registration records. Types of business registrations included are corporations, limited partnerships, limited liability companies, and reserved names. Coverage includes 49 states, the District of Columbia, Puerto Rico, and the U.S. Virgin Islands. (Delaware records are not included in this data set.) Update frequency varies by state.
- **Dun & Bradstreet**—Basic company information for more than 30 million domestic companies is available from this well recognized business information source and is updated monthly. All 50 states and the District of Columbia are represented in the data. Available information may include business name, state of incorporation, year started, DUNS, business address, business phone number, management team, parent company, line of business, manufacturing location, SIC code, and other business details.
- **Executive Affiliation Records**—Derived from a number of sources, this nationwide data includes records pertaining to more than 10 million executive or principal connections to business entities. Available data may include executive name, title, company name, company address, company phone number, related business name, registered agent's name and address, primary SIC code, franchise information, filing date, type of filing, DUNS number, business identification number, and population of business area. Records are updated monthly.

- **Executive Biographies**—This data set contains biographical records of more than two million executives from U.S. companies. Available data may include executive name, title, year of birth, management responsibilities, executive biography, company name, DUNS number, company address, phone number, and county. These records are updated monthly.
- **Federal Employer Identification Number (FEIN)**—FEIN is a unique, nine-digit number assigned by the IRS, and the data set includes information on businesses that are subject to income tax withholding. The data covers all 50 states and the District of Columbia. Updates occur quarterly.
- **Fictitious Business Names (FBN)**—This data set contains millions of Fictitious Business Name filings, covering all 50 states and the District of Columbia. Updates are monthly.
- **Global Sanctions**—The Global Sanctions data set contains records from international sanctions lists, law enforcement alerts, and regulatory notices. Updates are daily.
- **Infractions (OFAC)**—The OFAC data set comprises information from the U.S. Treasury’s Office of Foreign Assets Control (OFAC), which compiles and maintains a current listing of specially designated nationals and blocked persons. This data set is updated as the list is changed or amended by the Office of Foreign Assets Control.
- **Marijuana-Related Businesses**—This data set provides information on marijuana-related businesses and may include parties (individuals and companies) involved with marijuana production and distribution, including growers, sellers, and dispensaries. Coverage includes 40 states: Alabama, Alaska, Arkansas, Arizona, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Illinois, Iowa, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Dakota, Texas, Utah, Vermont, Virginia, Washington, and West Virginia, as well as the District of Columbia and the U.S. territories of Guam and Puerto Rico. Nationwide coverage as available from the FDA is included, as well as coverage from all Canadian provinces. Available data may include name, address, phone, website, email, registration classification, registration number, registration state, license authority, license number, license state, license status, and related parties.
- **Phone Records**—The Phone Records data set contains data regarding cell phone numbers, landlines, and VoIP numbers. Information typically available includes name, address, phone number, service provider, type of phone (cell, landline, or VoIP), and reported dates. Updates are received monthly.
- **Worldbase**—This data set includes records on more than one billion companies, including U.S. companies and public and private companies in more than 220 countries. Worldbase data is updated quarterly.

Phone Search

REVERSE PHONES LOOKUP

- **Reverse Phone Number Gateway**—The Reverse Phone Number Gateway provides information about an individual or business associated with a phone number. Most major phone carriers (including those for cell service) are included in the source data. In addition to providing information to link individuals or businesses to phone numbers, this gateway source provides information about the line itself, such as line type (wireless, landline, Voice-over Internet Protocol [VoIP]), line status (active, inactive), carrier (e.g., Sprint, AT&T) and detailed carrier contact information for subpoena purposes, as well as an indicator of a phone number having been ported (i.e., switched from the original carrier). Landline

coverage can include all 50 states, the District of Columbia, and Puerto Rico. Wireless coverage can include all 50 states, the District of Columbia, Puerto Rico and various other U.S. territories, and Canada.

PHONE ATTRIBUTES

- Phone attributes are phone data that can help determine the level of risk that the phone poses. Phone data includes: Name (Name of Person), Carrier (Service Provider of Phone), Line type, Phone country, Phone region (State), Phone city, Phone zip code, Phone time zone, Phone dialing code, Phone number invalid, Phone number inactive, Phone number associated with recent or ongoing fraud, Phone number is Voice Over Internet Protocol (VOIP) or digital phone number, Phone number associated with pre-paid service plan, Phone number associated with fraudulent activity, scams, robo call or fake, Phone on Do Not Call List, Phone number part of online data breach, Phone status, Phone user activity, Email addresses associated with phone number, Phone risk score

PUBLIC RECORD PHONES

- **Bank Account Header**—This header data is non-financial information collected on a subject related to checking account and direct deposit account activity, such as account opening or closing, check orders, or insufficient funds. Containing more than 550 million records, this data is from financial, retail, and lending institutions. Types of data include names, addresses, phone numbers, dates of birth, driver's license numbers, and Social Security numbers or individual taxpayer identification numbers. Records span all 50 states, the District of Columbia, and limited coverage from selected U.S. territories. Data from the source is updated monthly.
- **Business Contact Records**- This data set comprises employee records primarily from business card scans and company website extractions. Approximately 70 million records provide access to data such as individuals' names, work-related phone numbers and email addresses, the company the individual works for, job title, job department, LinkedIn handle/URL, and company address and phone number. Records are updated monthly.
- **Canadian White Pages**—The Canadian White Pages data set provides information from white pages listings for residents throughout the Canadian provinces and territories, approximately 12 million records. Updates occur quarterly.
- **Dun & Bradstreet**—Basic company information for more than 30 million domestic companies is available from this well recognized business information source and is updated monthly. All 50 states and the District of Columbia are represented in the data.
- **Experian**—Experian's credit header data contains more than 300 million individual records, covering all 50 states, the District of Columbia, Puerto Rico, and various other U.S. territories. Experian data is updated monthly. Credit header files are valued for typically providing identifying information such as Social Security number, date of birth, and aliases, as well as locator information, such as address and phone number.
- **Household Listings**—The Household Listings data set contains household-level consumer information regarding approximately 250 million individuals, 106 million households, and 57 million homeowners. The data has been aggregated from multiple sources, such as phone listings, birth records, driver's license data, vehicle registrations, and census data. All 50 states and the District of Columbia are represented in this data, which is updated monthly.
- **Marijuana-Related Businesses**—This data set provides information on marijuana-related businesses and may include parties (individuals and companies) involved with marijuana production and

distribution, including growers, sellers, and dispensaries. Coverage includes 40 states: Alabama, Alaska, Arkansas, Arizona, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Illinois, Iowa, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Dakota, Texas, Utah, Vermont, Virginia, Washington, and West Virginia, as well as the District of Columbia and the U.S. territories of Guam and Puerto Rico. Nationwide coverage as available from the FDA is included, as well as coverage from all Canadian provinces. Available data may include name, address, phone, website, email, registration classification, registration number, registration state, license authority, license number, license state, license status, and related parties.

- **Motor Vehicle Service and Warranty Records**—This data set contains more than 200 million records obtained from sales, warranty, and maintenance sources. Records span all 50 states and the District of Columbia and are updated monthly. The available data on the owners and vehicles may include the following data elements: owner name, date of birth, gender, marital status, address, phone, email, VIN, vehicle year/make/model/series/body type, purchase type, ownership status, lien status, and mileage.
- **Phone Records**—The Phone Records data set contains data regarding cell phone numbers, landlines, and VoIP numbers. Information typically available includes name, address, phone number, service provider, type of phone (cell, landline, or VoIP), and reported dates. Updates are received monthly.
- **TransUnion**—TransUnion's credit header data contains more than 600 million individual records, covering all 50 states, the District of Columbia, Puerto Rico, and various other U.S. territories. These files are valued for typically providing identifying information such as Social Security number, date of birth, and aliases, as well as locator information, such as address and phone number. TransUnion data is updated monthly.
- **Worldbase**—This data set includes records on more than one billion companies, including U.S. companies and public and private companies in more than 220 countries. Worldbase data is updated quarterly.

License Search

PUBLIC RECORD DRIVER'S LICENSES

- **Driver's Licenses**—Several states provide regularly updated driver's license information: Florida, Michigan, Ohio, Tennessee, Texas, and Wisconsin. Driver's license data is typically valued by users for its ability to provide identifier information such as date of birth, personal address, or driver's license number.
- **Bank Account Header**—This header data is non-financial information collected on a subject related to checking account and direct deposit account activity, such as account opening or closing, check orders, or insufficient funds. Data may include names, addresses, phone numbers, dates of birth, driver's license numbers, and Social Security numbers. Containing more than 550 million records, this data is from financial, retail, and lending institutions. Records span all 50 states, the District of Columbia, and limited coverage from selected U.S. territories. Data from the source is updated monthly.

PUBLIC RECORD LICENSES

- **Professional Licenses**—The Professional Licenses data set provides information on a variety of professional and commercial licenses from all 50 states and the District of Columbia. Professions requiring a license vary by state and can include attorneys, physicians, healthcare professionals, scientists, engineers, barbers, athletic trainers, real estate agents, physical therapists, and insurance agents. Licensed businesses may include insurance firms, real estate agencies, and liquor retailers. Coverage varies by jurisdiction, and update frequency varies by jurisdiction and licensing entity. The data set also contains information on Drug Enforcement Administration (DEA) licenses and on Federal Aviation Administration (FAA) licenses.

MARIJUANA-RELATED BUSINESSES

- **Marijuana-Related Businesses**—This data set provides information on marijuana-related businesses and may include parties (individuals and companies) involved with marijuana production and distribution, including growers, sellers, and dispensaries. Coverage includes 40 states: Alabama, Alaska, Arkansas, Arizona, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Illinois, Iowa, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Dakota, Texas, Utah, Vermont, Virginia, Washington, and West Virginia, as well as the District of Columbia and the U.S. territories of Guam and Puerto Rico. Nationwide coverage as available from the FDA is included, as well as coverage from all Canadian provinces. Available data may include name, address, phone, website, email, registration classification, registration number, registration state, license authority, license number, license state, license status, and related parties.

Vehicles Search

PUBLIC RECORD VEHICLES

- **Vehicles**—The Vehicles data set provides information about vehicle registrations as recorded by state agencies. Information regarding registered passenger vehicles, commercial vehicles such as heavy trucks and trailers, and motorcycles is available. Vehicle registration records may contain vehicle data and data on owners and lien holders of the vehicle in addition to the registrant's data. When available, records contain current owner information as well as historical ownership information dating back to 2005. Coverage includes a total of 32 states and the District of Columbia. Updates for 22 of the covered jurisdictions occur monthly. Six (6) states provide historical records only.

REAL-TIME MOTOR VEHICLES GATEWAY

- **Real-Time Motor Vehicles Gateway**—Available with selected subscription plans, CLEAR's real-time gateway to information that originates from the state departments of motor vehicles provides significantly more comprehensive and current information than any other provider in the market. The vehicles gateway provides real-time access to current vehicles registration data, covering 44 states, the District of Columbia, and Puerto Rico.

MOTOR VEHICLE SERVICE AND WARRANTY RECORDS

- **Motor Vehicle Service and Warranty Records**—This data set contains more than 200 million records obtained from sales, warranty, and maintenance sources. Records span all 50 states and the District of Columbia and are updated monthly. The available data on the owners and vehicles may include the following data elements: owner name, date of birth, gender, marital status, address, phone, email, VIN, vehicle year/make/model/series/body type, purchase type, ownership status, lien status, and mileage.

Property Search

PUBLIC RECORD REAL PROPERTY

- **Real Property**—Real Property **tax assessor records** are available from counties in all 50 states, the District of Columbia, and the U.S. Virgin Islands. Tax assessor records contain ownership information, information about the property, including assessed value, as well as information about the most recent market sale. Update frequency varies by jurisdiction.

Real property **transaction records** are available from counties in all 50 states, the District of Columbia, and the U.S. Virgin Islands. Update frequency varies by jurisdiction, with many records updated weekly. Record types available include sales transactions, ownership transfers, mortgage refinancing transactions, construction loans, and home equity loans. Records include buyers and sellers' names, property address, mailing address, parcel number, property type, square footage, transaction date, sale price, deed type, and document number.

Real property **pre-foreclosure records** are available from counties in 49 states (not available in Vermont), the District of Columbia, and the U.S. Virgin Islands. These records provide information such as owner name, borrower name, defendant name, property address, mailing address, parcel number, property type, land use, tax year, and current land value as well as foreclosure judgment information, *lis pendens* information, notice of default information, last full sale information, and original loan information.

Watercraft Search

PUBLIC RECORD WATERCRAFT

- **State Watercraft**—The State Watercraft data set provides information on boat and vessel registrations from 23 states that update their data quarterly. Historical information only is provided for an additional 10 states. Information may include owner name, address, vessel information, hull identification number, hull information, registration information, and year built.
- **U.S. Coast Guard Watercraft**—Watercraft data includes registrations of merchant and recreational watercraft documented under the laws of the United States by the United States Coast Guard. Records cover vessels owned by businesses or individuals that are involved in trade, as well as pleasure vessels that exceed a specified size, or that have a preferred mortgage. The information available includes vessel name, number, and service type, owners' names and addresses, registration information, hull identification numbers and other hull information, hailing port, and other various vessel statistics. This data is updated monthly.

Court Search

PUBLIC RECORD BANKRUPTCY

- **Bankruptcy**—Bankruptcy data includes final bankruptcy filings for both business and personal bankruptcies. New filings are added daily. CLEAR has coverage for all U.S. bankruptcy courts in the 50 states, District of Columbia, Guam, and Puerto Rico. Available data may include filing information, debtor information, creditor information, court information, judge names, attorney names, trustee information, case summary, assets and liabilities, plan information, and historical information.

PUBLIC RECORD CRIMINAL AND INFRACTIONS

- **Arrest Records**—This data set contains arrest records from various local-level jurisdictions and can provide information such as name, date of birth, address, physical characteristics, offense information, case information (e.g., court, case number, offender ID), arresting information, and bail information. Update frequency varies by jurisdiction, but most sources update their records weekly or monthly.
- **Criminal and Court**—CLEAR provides criminal record and infraction information derived from state court filings, state departments of correction, sex offender registries, U.S. District Court filings, the Administrative Office of the Courts (AOC), the Federal Inmate Registry, and OFAC. CLEAR enhances the criminal data by combining multiple offenses for a single person in the same jurisdiction to reduce the time to review a subject's history. Editorially enhanced offense level, disposition, and offense description information makes records easier to understand and interpret. Federal criminal court records are uniquely integrated into the collection for the most comprehensive criminal records search. New jurisdictions are added to the collection routinely. When available from the sources, photo images from bookings or registries are displayed with Arrest records, Sex Offender records, and selected departments of correction records.
- **Fugitives**—This data set contains information from fugitive and most wanted lists maintained by law enforcement agencies, including individuals who have outstanding arrest warrants, have failed to appear in court, or who have failed to comply probation requirements. Available data may include name, date of birth, address, charges information, and physical characteristics. Coverage includes selected counties in 11 states with historical data no longer being updated.
- **Infractions (OFAC)**—This data set comprises information from the U.S. Treasury's Office of Foreign Assets Control (OFAC), which compiles and maintains a current listing of specially designated nationals and blocked persons. This data set is updated as the list is changed or amended by the Office of Foreign Assets Control.
- **Warrants**—CLEAR provides data on arrest warrants, bench warrants, and warrants arising from civil matters. Outstanding warrants may include warrants for failure to pay fines for minor offenses, such as parking tickets, and arrest warrants for failing to comply with court orders in civil proceedings, as well as more serious offenses. Available data may include name, date of birth, address, warrant description, warrant date, offense description, offense level, and physical characteristics. Coverage includes limited jurisdictions in 16 states.

PUBLIC RECORD DOCKETS

- **Dockets** data in CLEAR originates from cases filed in selected state and/or federal courts in all 50 states, the District of Columbia, Puerto Rico, and Guam. Available data varies depending on the court

and the matter at hand, but it may include such case information as: case number, date of filing, type of case, court information, information regarding the parties, information regarding the attorneys, and docket entries.

PUBLIC RECORD GLOBAL SANCTIONS

- **Global Sanctions**—The Global Sanctions data set contains records from international sanctions lists, law enforcement alerts, and regulatory notices. Updated monthly.

PUBLIC RECORD LAWSUITS

- **Lawsuits**—The Lawsuits data set includes records from civil filings from selected courts in all 50 states, the District of Columbia, Puerto Rico, and the U.S. Virgin Islands. Civil filings may include domestic relations, probate, common pleas, municipal, or judgment filings.

PUBLIC RECORD LIENS AND JUDGMENTS

- **Liens and Judgments**—Lien data collection includes federal and state tax liens from selected courts in all 50 states and the District of Columbia. Lien records may include local tax liens, judgment liens, personal property liens, attachment liens, and mechanics liens. Lien records typically include the debtor name and address, lien holder name and address, filing location, filing type, filing date, filing number, and the lien amount. Lien filing status and management comments are sometimes included.

Judgment data includes civil judgments from selected counties in all 50 states and the District of Columbia. Judgment records may include judgment, judgment note, default judgment, summary judgment, judgment confession, declaratory judgment, consent judgment, foreign judgment, small claims judgment, eviction judgment, and other miscellaneous judgment types. Information available typically includes the debtor name and address, creditor name, filing location, filing type, filing date, filing number, and amount owed. Some civil judgment records contain information regarding remedies, remedy amounts, filings status, and management comments.

PUBLIC RECORD UCC FILINGS

- **Uniform Commercial Code**—CLEAR offers UCC filing information acquired at both state and county levels. Coverage includes selected jurisdictions in all 50 states and the District of Columbia. Information available from these records may include debtor names and addresses, filing number, date of filing, secured parties and assignees, status, and filing location, and collateral information (which details personal property belonging to the assignee). Selected filings may also contain DUNS numbers, filing histories, and tax liens. Update frequency varies by location.

Intellectual Property Search

The Intellectual Property Search provides access to trademark, patent, and copyright information. Users may choose to search on one or more of these available data sources:

U.S. COPYRIGHTS

This data source contains information from materials sent to the U.S. Copyright Office for registration and recording, e.g., serial works, monographic works, and documents related to copyright ownership. Available data may include type of work, registration information, ISBN/copyright/publisher number,

copyright and title information, creation and publication information, party/role/performer information, claim information. Data is updated weekly.

STATE TRADEMARKS

State Trademarks contains a compilation of trademarks and service marks received from the registering authorities of all 50 states and Puerto Rico. Available data may include trademark information, owner, status, identity, date, goods and services, class, affiliate, usage, and display information. Update frequency varies by jurisdiction but is typically weekly to monthly.

U.S. FEDERAL TRADEMARKS

This data source contains trademarks, service marks, and applications registered with the U.S. Patent and Trademark Office (USPTO). Available data may include trademark information, status, identity, date, goods and services, class, owner, affiliate, assignment, priority, usage, historical information, conflict, international information, display, and trademark notes. Data is updated weekly. Inactive published applications and registrations are available since 1984 as are images for both active and active unpublished trademarks, except for word marks.

INTERNATIONAL TRADEMARKS

This data source contains a compilation of trademark applications and registrations filed with registering authorities of approximately 48 countries. Available data may include trademark information, status, identity, date, publication, goods and services, class, owner, affiliate, priority, historical information, international information, display, and trademark notes.

U.S. PATENTS AND APPLICATIONS

The U.S. Patents and Applications data source contains granted patents and patent applications made available by the U.S. Patent and Trademark Office (USPTO) and updated weekly. Available data may include patent abstract, patent information, reissue information, priority, classification, claims, specification, and references cited.

INTERNATIONAL PATENTS

This data source provides patent records from more than 90 jurisdictions around the world, as provided by International Patent Documentation (INPADOC). Available data may include abstract summaries, patent titles, granted patent numbers, inventors, application dates, selected legal status events such as assignment of interest, and information on patent families (i.e., directly or indirectly linked patents).

Additional Data Sets Included in Reports

The following data set descriptions are not included under the various search headings but are included in CLEAR's comprehensive reports.

INDIVIDUAL REPORT

AIRCRAFT

Aircraft data includes records of aircraft registered with the Federal Aviation Administration (FAA), including aircraft owned by individuals, companies, and government agencies. Data available may include

registrant's name and address, aircraft registration number, aircraft description, and collateral information. This data is under the heading FAA Aircraft Registrations on Individual and Company Reports. Data is updated weekly.

BUSINESS CONTACT RECORDS

This data set comprises employee records primarily from business card scans and company website extractions. Approximately 70 million records provide access to data such as individuals' names, work-related phone numbers and email addresses, the company the individual works for, job title, job department, LinkedIn handle/URL, and company address and phone number. Records are updated monthly.

CONCEALED WEAPONS

The concealed weapons data set includes information such as name, address, and permit number regarding individuals with state-issued concealed weapons permits from several states. The data is historical only (no current coverage), and the states with records include Arkansas, Indiana, Maine, North Dakota, Tennessee, and Virginia. This data is in the Licenses section of Individual Reports.

DIVORCES

The data set contains information regarding divorces, marital dissolutions, and annulments, and includes state-provided data and excerpts from selected dockets and lawsuit databases. The updates vary by specific source. Available information may include each spouse's name and age, date of decree, county of decree, and type of decree (e.g., annulment, dissolution, divorce). Coverage spans 28 states with a few reflecting only final divorce decrees, and a few others with historical data only. Updates vary in frequency, even within the various sources.

MARRIAGES

Marriage data includes historical information only from marriage licenses in these states: Colorado, Connecticut, Florida, Indiana, Kansas, Maine, Minnesota, Nevada, North Carolina, Ohio, Oklahoma, Texas, and Wisconsin. Records typically include the bride's and groom's name and age, date of marriage, county of marriage, and type of ceremony (civil or religious). Some records also include a marriage license number. Available time periods vary by state.

MILITARY RECORDS

This data includes address information for more than a million U.S. military personnel in the various branches of the armed forces. Records span 1998 to 2001, including duty activation dates dating to the 1980s. Available information may include name, gender, military branch, military address, active service date, reserve start date, date assigned to area, estimated separation date, primary specialty, and rank.

POLITICAL DONORS

This data set includes information about political contributions, including name, amount of the contribution, and a date or time frame of the contribution. Additional data fields may be available for some records. These records are updated every other year.

UNCLAIMED ASSETS

Unclaimed property lists from several U.S. states are the sources of this data. States compile the lists from reports by financial institutions, businesses, and government entities of unclaimed property, such as

financial accounts, overpayments, gift certificates, insurance proceeds, unpaid wages and commissions, uncashed checks, death benefits, dividends, refunds, money orders, stocks, safe deposit box contents, etc. The data covers 15 states, with most updating their records either annually or semi-annually. The data is included in the Individual Report.

COMPANY REPORT

COMPANY FUNDAMENTALS

This data set includes information such as financial statement data, calculated ratios, security and market data, product and geographic segment data, and profile data on the world's leading public and private companies. Data is updated quarterly.

BUSINESS CONTACT RECORDS

This data set comprises employee records primarily from business card scans and company website extractions. Approximately 70 million records provide access to data such as individuals' names, work-related phone numbers and email addresses, the company the individual works for, job title, job department, LinkedIn handle/URL, and company address and phone number. Records are updated monthly.

These General Terms and Conditions (“Terms”) govern your access and use of Thomson Reuters Services, as such term is defined below. “We”, “our” and “Thomson Reuters” means the Thomson Reuters entity or entities providing Services (and thus the entity or entities with all rights and obligations with respect to those Services) under the applicable Ordering Document. “You” and “your” means the client, customer or subscriber agreeing to or accepting these terms.

1. DEFINITIONS

- a. **“Affiliate”** means in the case of us, Thomson Reuters Corporation and any entity that, from time to time, is directly or indirectly controlled by Thomson Reuters Corporation. In the case of you, Affiliate means any entity that, from time to time, is directly or indirectly controlling, controlled by, or under common control of you. **“Control”** means the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.
- b. **“Agreement”** means each Ordering Document, any applicable incorporated documents, and these Terms.
- c. **“Confidential Information”** means information in any form, whether oral or written, of a business, financial or technical nature which the recipient reasonably should know is confidential and which is disclosed by a party in the course of the Agreement.
- d. **“Documentation”** means manuals, handbooks, guides and other user instructions, documentation and materials available through the product or provided by us regarding the capabilities, operation, and use of our Services.
- e. **“Ordering Document”** means an order form, order confirmation, statement of work, invoice, e-commerce confirmation or similar agreement issued by such Thomson Reuters entity or entities that lists or describes the Services to be supplied by us.
- f. **“Professional Services”** means the implementation, customization, training, consulting or other professional services we provide, as may be described in the applicable Ordering Document.
- g. **“Property”** means our property, which includes but is not limited to our products, Services, information, Documentation, data (whether tangible or intangible) and Usage Information.
- h. **“Services”** means the cloud computing services, software-as-a-service, online research services, Professional Services, as well as any products, including installed software, supplied by Thomson Reuters under the Agreement that are detailed in the applicable Ordering Document.
- i. **“Usage Information”** means any information, data, or other content (including statistical compilations and performance information) related to or derived from your access to and use of our Property.
- j. **“Your Data”** means, other than Usage Information, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by you or on your behalf through the Services.

2. IP OWNERSHIP; LICENSES & DELIVERY

- a. **Reservation of Rights.** Together with our licensors, we reserve all rights not expressly granted under the Agreement. Except for the limited rights and licenses expressly granted herein, nothing in the Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to our Property. You acknowledge that, as between the parties, all intellectual property rights in our Property are owned by us, our Affiliates, or third-party providers. You will not remove or conceal any property rights notices in the Services and will include such notices on any copy you are permitted to make.
- b. **Services License.** Except with respect to any installed software, which is licensed under Section 2(d) below, or Professional Services, subject to the terms and conditions of the Agreement, we hereby grant you a non-exclusive, non-sublicensable, non-transferable right to access, view, and use our Services solely for your own internal business purposes.
- c. **Documentation License.** Subject to the terms and conditions contained in the Agreement, where Documentation is available, we hereby grant you a non-exclusive, non-sublicensable, non-transferable license to use such Documentation solely for your internal business purposes and in connection with your use of our Services.
- d. **Installed Software License.** Subject to the terms and conditions of the Agreement, to the extent you purchase a license or subscription to any of our installed software, we grant you a non-exclusive, non-sublicensable, non-transferable right to install and use such installed software only for your own internal business purposes. You may make necessary copies of such installed software solely for backup and archival purposes. Any such copy of such installed software: (i) remains our exclusive Property; (ii) is subject to the terms and conditions of the Agreement; and (iii) must include all copyright or other proprietary rights notices contained in the original. You may only use such installed software in object code format.
- e. **Limited License to Your Data.** You hereby grant us a non-exclusive license and right to use, copy, store, host, display, transmit and process Your Data solely as necessary for Thomson Reuters, our employees and contractors to provide our Services under the Agreement and in accordance with applicable law. Your Data may be used as an input for certain Artificial Intelligence (“AI”)-based functionality within our Services (“Input”) resulting in an output generated by the AI service (“Output”). You grant Thomson Reuters a license to use, modify, and adapt the Input as necessary for Thomson Reuters to perform, and improve our Services. Thomson Reuters retains all rights to any of our Property embedded in, or included with any Output, including any derivatives, or modifications thereto. You represent and warrant that you have all necessary rights and appropriate consents related to Your Data to allow Thomson Reuters to perform the Services and enforce its rights. We may delete or disable Your Data if required under applicable law, in which case we will use our reasonable efforts to provide notice to you. We acknowledge that, as between the parties, all intellectual property rights in Your Data are owned by you or your licensors.

f. Delivery. We will deliver our Services and any Documentation electronically, on tangible media, or by other means, in our sole discretion. When you download or access our Services or Documentation, you are accepting it for use in accordance with the Agreement.

g. Ordering Document. Your Ordering Document identifies the Services, quantities, charges and other details of your order. The applicable Ordering Document may also refer to and incorporate documents which may apply to the Services you selected. Each Ordering Document, any applicable incorporated documents and these Terms constitute the complete agreement and supersede any prior or contemporaneous discussions, agreements, representations or warranties regarding your order. If you are permitted to provide an Affiliate with access to any part of the Services, you will ensure that such Affiliate complies with all provisions of the Agreement applicable to you.

h. Use of Name. Other than as necessarily required for (i) the provision of the Services, (ii) internal account management purposes, or (iii) compliance with applicable law or regulation, neither party may use the other party's name, trademarks or any derivatives of them, without the other's prior written consent.

3. OUR SERVICES

a. Changes to Service. Our Services may change from time to time, but we will not change their fundamental nature unless otherwise expressly permitted herein. Certain Services include updates (bug fixes, patches, maintenance releases). We reserve the right to charge for upgrades (releases or versions that include new features or additional functionality) or any application programming interfaces ("APIs") for applicable Services. Any additional charges for selected upgrades or APIs will be set forth in a separate Ordering Document. We may subject certain features or functionality to metering or other usage restrictions to maintain responsive performance.

b. Passwords. Your access to certain Services is password protected. You are responsible for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each user must immediately change their username/password combinations that have been acquired by or disclosed to an unauthorized third party. Each of us shall maintain industry standard computing environments to ensure that both your and our property is secure and inaccessible to unauthorized persons.

c. Unauthorized Technology. Unless prior written authorization is given by Thomson Reuters, you must not (i) run or install any computer software or hardware on our Services or network; (ii) mine, scrape, index, or automatically download our data; or (iii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.

d. Third Party Providers. Our Services may include data and software from third parties. Some third-party providers require Thomson Reuters to pass additional terms through to you. The third-party providers change their terms occasionally and new third-party providers are added from time to time. To see the current third party additional terms for our Services please click on the following URL: www.thomsonreuters.com/thirdpartyterms. You agree to comply with all the applicable third party terms therein.

e. Third Party Supplemental Software. You may be required to license third-party software to operate some of our Services. Additional terms may apply to such third-party software.

f. Use Restrictions. You shall not use our Property or permit a third party to use our Property for any purposes beyond the scope of the access granted in the Agreement. Unless otherwise expressly permitted in the Agreement, you may not and you may not permit a third party to: (i) sell, license, sublicense, distribute, publish, display, store, copy, modify, merge, decompile, decode or disassemble, reverse engineer, remove any proprietary notices, translate or transfer our Property in whole or in part, or as a component of any other product, service or material; (ii) use or provide our Property on a white-labeled/re-branded basis, or otherwise, for the benefit of any third party (other than to the extent third parties are expressly permitted to receive our Property under the Agreement) (iii) use our Property or our third-party providers' property to train any artificial intelligence ("AI") or machine learning algorithms or software or create any derivative works, compilations or collective works or in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (iv) allow any third parties to access, use or benefit from our Property in any way. Notwithstanding the foregoing, you may (a) download and print limited extracts of content from our Services solely for your own internal business purposes and (b) on an infrequent, irregular and ad hoc basis, distribute limited extracts of content from our Services; provided that, in either case, (1) such extracts do not reach such quantity as to have commercial value and you do not use such extracts as a substitute for any Services and (2) Thomson Reuters and any third-party content provider, if applicable, is cited and credited as the source. Exercising legal rights that cannot be limited by agreement is not precluded. Only if you are in the business of providing audit, tax, or accounting services, or legal advice to your clients, this Section 3(f) does not preclude you from using our Services to benefit your clients in the ordinary course of your business in accordance with the Agreement. Except as expressly set forth in the Agreement we retain all rights and you are granted no rights in or to our Property.

g. Security. Each of us will use and will require any subcontractors to use industry standard organizational, administrative, physical and technical safeguards to protect the other's data. The parties agree that the specific technical and organizational measures located here <http://tr.com/trdsa> ("Data Security Addendum") apply and are hereby incorporated into the Agreement by reference. Additionally, you will notify us if you become aware of any unauthorized third-party access to our data or systems and will use reasonable efforts to remedy identified security threats and vulnerabilities to your systems.

h. Compliance. Each of us shall at all times comply with applicable law, including export controls and economic sanctions that apply to us in connection with the Agreement. You will not obtain, retain, use, or provide access to the Services to an Affiliate or any third party in a manner that may breach any applicable export control or economic sanctions laws and regulations for any jurisdiction, including the United States of America, the United Kingdom and the European Union and its Member States. You warrant that neither you, nor any Affiliate to which you provide access to the Services, is or is affiliated with a specially designated or sanctioned entity under any of those laws and that, in any transaction relating to us, you will not involve sanctioned parties, including without limitation through the use of bank accounts at banks that are sanctioned parties.

i. Your Responsibilities. You are responsible for (i) proper use of our Property in accordance with all Documentation, usage instructions and operating specifications; (ii) adherence to the minimum recommended technical requirements; (iii) changes you make to our Services or data; (iv) your combination of our Property with any other products, services, data or other property; (v) implementing and maintaining proper and adequate virus or malware protection and proper and adequate backup and recovery systems; and (vi) installing updates.

4. CHARGES

a. Payment and Taxes. You must pay our charges that are not the subject of a good faith dispute within 30 days of the date of invoice in the currency stated on the applicable Ordering Document without set-off, counterclaim or deduction. We reserve the right to charge a late fee of \$25 for each invoice not paid by the due date. A Thomson Reuters Affiliate may act as a billing and collection agent for the Thomson Reuters entity listed on the applicable Ordering Document. For online purchases, you authorize us to charge you for charges stated in the applicable Ordering Document via credit card, debit card, or Automated Clearing House ("ACH") or any other method you have agreed to in advance. If you are a non-government subscriber and you fail to pay your invoiced charges, you are responsible for collection costs including legal fees. You must also pay applicable taxes and duties, other than taxes on our income, in addition to the price quoted, unless you provide valid proof that you are exempt. Invoice disputes must be notified within 15 days of the date of the invoice.

b. Changes. We may increase, or adjust the basis for calculating, the charges for our Services with effect from the start of each renewal term by giving you at least 60 days written notice; any other price changes or adjustments will be as set out in your Ordering Document.

c. Excess Use. You must pay additional charges if you exceed the scope of use specified in the applicable Ordering Document, based on the rates specified on the applicable Ordering Document or our current standard pricing, whichever is greater. We may change the charges if you merge with, acquire or are acquired by another entity which results in additional access to our Services or data.

5. PRIVACY

The parties agree that the terms of the Data Processing Addendum ("DPA") available at: <http://tr.com/data-processing-addendum> shall apply to the extent Thomson Reuters Processes Customer Personal Data (as those terms are defined in the DPA), in which case the DPA is hereby incorporated into the Agreement by this reference. For clarity, where each of us Process any Personal Data as separate and independent Controllers (as those terms are defined in the DPA), each party will comply with, and be independently liable under, all applicable laws that apply to it.

6. CONFIDENTIALITY

Each party agrees to (i) protect any Confidential Information received from the other party using the same standard of care it uses to protect its own Confidential Information (which shall be no less than a reasonable degree of care) and (ii) not disclose any part of it to any third party except to its Affiliates, contractors, financial advisors, accountants and attorneys who are subject to legal privilege or confidentiality duties or obligations to the recipient that are no less restrictive than the terms and conditions of the Agreement. If a court or government agency orders either of us to disclose the Confidential Information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. These obligations of confidentiality do not apply to information which: (a) is or becomes generally available to the public (through no act or omission of the receiving party); (b) becomes known to the receiving party on a non-confidential basis through a third party who is not subject to an obligation of confidentiality with respect to that information; (c) was lawfully in the possession of the receiving party prior to such disclosure as established by documentary evidence; or (d) is independently developed by the receiving party, as established by documentary evidence, without reference to or use of, in whole or in part, any of the disclosing party's Confidential Information. This section shall survive three (3) years after the termination of the Agreement or until the Confidential Information is no longer deemed confidential under applicable law, whichever occurs first. In the event of any breach of the confidentiality provisions of this Section 6, the non-breaching party may be irreparably and immediately harmed and might not be made whole by monetary damages. The non-breaching party may be entitled to seek equitable relief by way of injunction, specific performance or similar remedy in addition to any other remedies that may be available to it from a court of competent jurisdiction to prevent or restrain breaches of this Section.

7. WARRANTIES AND DISCLAIMERS

a. LIMITED WARRANTY. EXCEPT WITH RESPECT TO INSTALLED SOFTWARE OR PROFESSIONAL SERVICES, WE WARRANT THAT PROPERLY LICENSED SERVICES WILL MATERIALLY CONFORM TO ANY DOCUMENTATION THAT ACCOMPANIES THE SERVICES. THIS LIMITED WARRANTY APPLIES FOR THE DURATION OF THE TERM. YOUR ONLY REMEDY IN THE EVENT WE BREACH THIS LIMITED WARRANTY SHALL BE THE REPAIR OR REPLACEMENT OF THE SERVICES AT NO CHARGE. THIS LIMITED WARRANTY DOES NOT COVER PROBLEMS CAUSED BY YOUR FAILURE TO ADHERE TO INSTRUCTIONS, MODIFICATIONS OR CUSTOMIZATIONS TO OUR PRODUCTS OR SERVICES MADE BY YOU OR CAUSED BY EVENTS BEYOND OUR REASONABLE CONTROL.

b. INSTALLED SOFTWARE. WE WARRANT THAT OUR INSTALLED SOFTWARE WILL MATERIALLY CONFORM TO OUR DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. IF DURING THIS WARRANTY PERIOD WE ARE UNABLE TO CORRECT, WITHIN A REASONABLE TIME PERIOD AND MANNER, AN INSTALLED SOFTWARE ERROR YOU REPORT TO US, YOU MAY TERMINATE THE APPLICABLE ORDERING DOCUMENT FOR THE AFFECTED INSTALLED SOFTWARE BY PROMPT WRITTEN NOTICE TO US FOLLOWING THE REASONABLE TIME PERIOD AND THE LICENSES WILL IMMEDIATELY TERMINATE. YOUR ONLY REMEDY AND OUR ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY WILL BE A REFUND OF THE APPLICABLE CHARGES.

c. PROFESSIONAL SERVICES. WE WARRANT THAT WE WILL PROVIDE ANY PROFESSIONAL SERVICES USING REASONABLE SKILL AND CARE.

d. DISCLAIMER OF WARRANTIES. THE FOREGOING WARRANTIES DO NOT APPLY, AND WE STRICTLY DISCLAIM ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY DATA OR THIRD-PARTY SOFTWARE, OR FOR ANY MODIFICATIONS OR CUSTOMIZATIONS YOU MAKE TO OUR PRODUCTS OR SERVICES. EXCEPT FOR THE LIMITED WARRANTIES PROVIDED IN SECTIONS 7(A), (B), and (C) HEREIN, OUR SERVICES ARE PROVIDED "AS IS", AND ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OR OTHER TERMS AS TO SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY

APPLICABLE LAW. IN ENTERING THE AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THE AGREEMENT. UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED, AND WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. WE DO NOT WARRANT THE LIFE OF ANY URL OR THIRD-PARTY WEB SERVICE.

e. **NO ADVICE.** WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE OR ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR SERVICES, DOCUMENTATION OR DATA. SOME INFORMATION MAY CONTAIN THE OPINIONS OF THIRD PARTIES, AND THOMSON REUTERS IS NOT RESPONSIBLE FOR THESE OPINIONS. YOUR DECISIONS MADE IN RELIANCE ON THE SERVICES, DOCUMENTATION OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY YOU OR ANYONE ACCESSING THE SERVICES THROUGH YOU MADE IN RELIANCE ON THE SERVICES, INCLUDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE, OR ANY OTHER PROFESSIONAL ADVICE. YOU AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK IN THESE RESPECTS. YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE SERVICES.

8. LIABILITY

a. **LIMITATION.** EACH PARTY'S OR ANY OF ITS THIRD PARTY PROVIDERS' ENTIRE LIABILITY IN ANY CALENDAR YEAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE AMOUNT PAYABLE IN THE PRIOR 12 MONTHS FOR THE SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES (OR, IF THE CLAIM IS MADE WITHIN THE FIRST 12 MONTHS, 12 TIMES THE AVERAGE OF THE MONTHLY CHARGES PAID).

b. **EXCLUSIONS.** IN NO EVENT SHALL WE OR OUR THIRD-PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.

c. **Unlimited Liability.** Section 8(a) does not limit either party's liability for (i) fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (ii) negligence causing death or personal injury; (iii) its infringement of the other party's intellectual property rights or violation of the use restrictions in Section 3(f); (iv) our indemnification obligations in Section 8(d); (v) your indemnification obligations in Section 8(e); or (vi) your obligation to pay the charges on the applicable Ordering Document and all amounts for use of the Services that exceed the usage permissions and restrictions granted to you. Nothing in the Agreement limits liability that cannot be limited under law.

d. **Third Party Intellectual Property.** If a third party sues you claiming that our Services, excluding any portions of the same provided by our third-party providers, infringes their intellectual property rights, and your use of such Services has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by Thomson Reuters, provided the claim does not result from: (i) a combination of all or part of our Services with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our Services other than by Thomson Reuters or our subcontractors; (iii) use of a version of our Services after we have notified you of a requirement to use a subsequent version; or (iv) your breach of the Agreement. Our obligation in this Section 8(d) is conditioned on you (1) promptly notifying Thomson Reuters in writing of the claim; (2) supplying information we reasonably request; and (3) allowing Thomson Reuters to control the defense and settlement. We may remedy any alleged or anticipated infringement of a third-party intellectual property right by (a) procuring the right for you to continuing using the Service in accordance with this Agreement; (b) replacing the affected Property with replacements that do not alter the fundamental nature of the relevant Service; or (c) taking any of the actions in 9(b).

e. **Your Obligations.** You are responsible for any loss, damage or cost we and our Affiliates incur arising out of or in connection with a third-party claim, or a regulatory fine or penalty, connected to: (i) an allegation that our or our Affiliates' use of the information, data, software, or other materials provided to us by you or on your behalf, which we are required to host, use or modify in the provision of our Services infringes the intellectual property rights of a third party (except to the extent of any indemnity we provide you under Section 8(d) (Third Party Intellectual Property)); (ii) your or your subcontractors' use of our Property in breach of the Agreement or in violation of applicable law; (iii) our or our Affiliates' compliance with any instruction given by you to us in the course of the provision of our Services; or (iv) an assertion by any person accessing or receiving the benefit of any part of our Services through you.

f. **Customer Assistance.** We will not be responsible if our Service fails to perform because of your third-party software, your hardware malfunction, or your actions or inaction. If we learn that our Service failed because of one of these, we also reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon by us.

9. TERM, TERMINATION

a. **Term.** The term and any renewal terms for the Services are described in the applicable Ordering Document. If not otherwise stated in the applicable Ordering Document, the Agreement will automatically renew annually unless either of us gives the other at least 30 days written notice before the end of the then current term.

b. Suspension and Termination. We may on notice terminate, suspend or limit your use of any portion or all of our Services, or modify the terms on which it is provided, if (i) requested to do so by a third-party provider, court or regulator; (ii) you become or are reasonably likely to become insolvent; (iii) there has been or it is reasonably likely that there will be: (1) a breach of security; a breach of your obligations under the Agreement or another agreement between us; (2) a breach of our agreement with a third-party provider; (3) a violation of third party rights or (4) applicable law. Our notice will specify the cause of the termination, suspension or limitation and, if the cause of the termination, suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the Service. If you do not take the actions or the cause cannot be remedied within 30 days, we may suspend, limit or terminate the Agreement in whole or in part. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction. We may, upon reasonable notice, terminate all or part of the Agreement in relation to a Service which is being discontinued.

c. Material Breach. Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and fails to cure the material breach within 30 days of written notice. Any misrepresentation by you or failure to fully pay any amount when due under the Agreement is a material breach for this purpose. Where (i) we terminate a Service, other than for a termination for your breach pursuant to this Section 9(c) or a termination for your insolvency pursuant to Section 9(b), or (ii) you terminate a Service for our breach pursuant to this Section 9(c), you will be entitled to a pro rata refund of any recurring charges paid in advance for the terminated Service that has not been rendered.

d. Effect of Termination. Except to the extent we have agreed otherwise, upon expiration or termination of the Agreement, all licenses and rights granted herein shall end immediately and you must uninstall or destroy all of our Property. Additionally, upon expiration or termination, at your request, we will, at our discretion, either return or destroy your Confidential Information, except as may be required for archival or compliance purposes. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters or its agent any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue or those that expressly state shall survive termination.

e. Amendments. We may modify these Terms at any time by providing notice to you by posting the updated Terms at <http://tr.com/us-general-terms-and-conditions> providing notice to you through your TR account (i.e., My Account), sending you a renewal notice communication, or using other similar means. Modified terms become effective 30 days after such notice. By using the Services after the effective date, you agree to be bound by the most recent version of the Terms. You are responsible for reviewing and becoming familiar with any such modifications.

f. Force Majeure. We are not liable for any damages or failure to perform our obligations under the Agreement because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the Services and continue for more than 30 days, either of us may terminate any affected Service on written notice to the other.

10. THIRD PARTY RIGHTS

Our third-party providers benefit from our rights and remedies under the Agreement. Except for our third-party providers, no other third parties have any rights or remedies under the Agreement.

11. GENERAL

a. Assignment. Unless otherwise provided in this Section, neither party may assign or transfer (by operation of law or otherwise) any right or obligation under the Agreement to anyone else without the other party's prior written consent, which may not be unreasonably withheld or delayed. We may delegate or transfer any obligation set forth in the Agreement, assign the Agreement, or assign any rights or remedies granted in the Agreement in whole or in part (i) to an Affiliate; (ii) in connection with our or our Affiliate's sale of a division, product or service; or (iii) in connection with a reorganization, merger, acquisition, divestiture or similar business transaction. We may subcontract any of the Services in our sole discretion. Any assignment, delegation or other transfer in contravention of this Section 11(a) is void.

b. Feedback. You may voluntarily provide any comments, suggestions, ideas or recommendations (collectively, "Feedback") to Thomson Reuters, and if so, you grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right, without charge, to use any Feedback you provide related to any of our Property in any manner and for any purpose.

c. Agreement Compliance. We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement. If the review reveals that you have exceeded the authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges.

d. Governing Law. Unless otherwise stated in the applicable Ordering Document, the Agreement will be governed by the laws of the State of New York and each of us hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts of the State of New York located in New York County to settle all disputes or claims arising out of or in connection with the Agreement.

e. Precedence. If there is any conflict among any elements of the Agreement, the descending order of precedence is: third party license terms contained in Section 3(e) of these Terms; the applicable Ordering Document; and the remaining provisions of the Agreement.

f. Trials. All trials or testing of our Services are subject to these Terms unless we notify you otherwise. Access to our Services for trials may only be used for your evaluation purposes. Unless we agree otherwise in writing, any data you enter into the Services, and any customizations made to the Services by or for you, during any free trial may be permanently destroyed at the end of the trial.

g. Support Provided. To assist in resolving technical problems with the Services, Thomson Reuters, or its agents on behalf of Thomson Reuters, may provide telephone and/or online access to its helpdesk or may provide self-help tools. Additional information related to the support provided by Thomson Reuters may be described on <http://thomsonreuters.com/support-and-training> or as otherwise provided by Thomson Reuters. You may request us to assist with any of the following: (a) issues caused by you or third party information or materials; (b) any Services, or any versions of Services, that we have advised you are unsupported; (c) issues caused by your failure to follow our instructions or specifications; (d) Services not located in or conforming to the operating environment specified in the Agreement; (e) issues caused by accidents, modifications, support, relocation or misuse of the Service not attributable to us; or (f) your networking or operating environment. Additional Charges in respect of such assistance may apply.

h. No Waiver. If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.

i. **Severability.** If any part of the Agreement that is not fundamental is illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it legal and enforceable. If such modification is not possible, the part will be deemed deleted. Any such modification or deletion will not affect the validity and enforceability of the remainder of the Agreement.

j. **Consent to Electronic Communications.** You hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Services.

k. **Notices.** All notices under the Agreement must be in writing and sent by email (except for notices of breach of the Agreement which may not be sent by email) or mail, courier, fax or delivered in person at the address set out on the relevant Ordering Document between the parties (or such other more recent address notified to the other). However, we may give technical or operational notices or notices of third-party provider terms via publication on the URL in Section 3(e) or within the Services themselves.

l. **Entire Agreement and Non-Reliance.** The Agreement contains the entire understanding between us regarding its subject matter and supersedes all prior agreements, understandings, negotiations, proposals and other representations, verbal or written, in each case relating to such subject matter, including without limitation any terms and conditions appearing on a purchase order or other form(s) used by you. Each of us acknowledges that in entering into the Agreement neither of us have relied on any representations made by the other that are not expressed in the Agreement.

CLEAR Services Schedule A including CLEAR System-to-System

The rates set forth below are pro forma rates that apply to the transactional value of Subscriber's CLEAR usage and any usage outside of Subscriber's plan, if any. Any users of CLEAR Services must be credentialed prior to accessing.

1. Transactional Charges

i. Search Charges

Person Search	\$ 5.00 per search
Business Search	4.50 per search
DE Gateway Search	10.00 per search
DE Gateway Detail	15.00 per search
Asset Search	5.00 per search
Phone Search – Public Record Phones	3.50 per search
Phone Search – Real Time Reverse	
Phone Number Gateway	1.50 per search
Public Records Photo Line-up Search	2.00 per search
Public Records Current Incarceration Search	3.50 per search
Public Records Recent Bookings Search	3.50 per search
License Search	5.00 per search
50 State DMV Gateway	2.00 per search
Court Records Search	4.50 per search
Web Analytics Search	1.75 per search
NPI Search	1.00 per search
Sanctions Search	5.00 per search
Real-Time Incarceration & Arrest Records	4.00 per search
World-Check Risk Intelligence	5.00 per search
Alert Result – Full Text	9.00 per result

ii. Report Charges

Contact Report	\$10.00 per report
Basic Report	10.00 per report
National Comprehensive Report	15.00 per report
Provider Comprehensive Report	17.00 per report
Business Comprehensive Report	15.00 per report
Add Relatives, Associates and/or Neighbors to Contact Report	2.00 per report
Add Relatives, Associates and/or Neighbors to Basic Report	2.00 per report
Add Relatives, Associates and/or Neighbors to National Comprehensive Report	2.00 per report
Add Relatives, Associates and/or Neighbors to Provider Comprehensive Report	2.00 per report

2. **System-to System-Transactional Charges.** CLEAR System-to-System is typically used for larger volumes of ongoing queries by a CLEAR subscriber, and to provide access to searches and reports from the CLEAR subscriber's interface.

i. Search Charges

Person	\$0.68 per search
Business Search	1.90 per search
Vehicle & Watercraft Search	1.00 per search
Real Property Search	2.20 per search
Phone Search – Public Record Phones	0.45 per search
Phone Search – Real Time Reverse	
Phone Number Gateway	0.40 per search
License Search	0.30 per search
Court Records Search	1.70 per search
NPI Search	0.14 per search
Sanctions Search	4.00 per search

ii. Report Charges

Contact Report	\$2.20 per report
Basic Report	2.20 per report
National Comprehensive Report	7.80 per report
Provider Comprehensive Report	8.85 per report
Add Relatives, Associates and/or Neighbors to Contact Report	0.85 per report
Add Relatives, Associates and/or Neighbors to Basic Report	0.85 per report
Add Relatives, Associates and/or Neighbors to National Comprehensive Report	0.85 per report
Add Relatives, Associates and/or Neighbors to Provider Comprehensive Report	0.85 per report

3. Batch Processing

Alerts	\$.14 per search
Person Batch Search	0.68 per row
Person Batch Search - NPI	0.14 per row
Public Records Phone Batch Search	0.45 per row
Reverse Phone Batch Search	0.40 per row

4. Training Charges

Training will be provided at no charge.

WEST ORDER FORM –ProFlex
for CLEAR Customers
 610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/687-8000



Check West account status below as applicable:		Rep Name & Number _____	
New _____			
Existing with no changes _____		Existing with changes _____ (Permanent name change must attach a Customer Name Change Form)	
Does Customer have an existing West account?			
☐ Yes If yes, please provide West account number _____ ☐ No			
Acct # _____	Quote # _____	PO # _____	Date _____
Name/Customer _____		Bill To Acct # _____	
Order Confirmation Contact Name _____			
E-Mail _____			
CLEAR Contact Name (for delivery of Registration Keys. Individual users will also receive their Registration Keys if their e-mail addresses are provided) _____			
E-Mail _____		Telephone _____	
CLEAR Primary Account Contact Name (general business contact) _____			
E-Mail _____		Telephone _____	
MSA Jurisdiction _____		Contract # _____ Option # _____	
Permanent Address Change _____ One-Time Ship To _____ Additional Ship To _____ Additional Bill To _____			
Name _____ Attn: _____			
Address _____		Suite/Floor _____	
City _____	State _____	County _____	Zip _____

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

Thomson Reuters General Terms and Conditions (available here: <http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions. This Order Form is subject to our approval.

CLEAR ProFlex Fixed Rate						
Full Svc #	CLEAR ProFlex Products	# of Users	Monthly Rate	Other	Total Monthly Charges	Minimum Term (Months)
41308780	CLEAR ProFlex					
Notes:						

Total Monthly Charges (initial Term) \$ _____

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Pricing Attachment (#1113) to the Order Form.

If you are a corporation accessing CLEAR Services on your own behalf and on behalf of any government agency or entity, you must sign separate agreements for each use case and be credentialed separately for each use case. If you have an existing Per User CLEAR license and are using this Order Form to add additional users, the Minimum Term in your underlying Order Form will apply.

If the transactional value of your CLEAR usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement customers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If you elect to terminate any of your ProFlex Products and/or locations during your subscription terms, the Total Monthly Charges will not be adjusted.

We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN customer whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

When your Minimum Term terminates, the following will apply.

Post Minimum Term for Government Customers. At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. Either of us may cancel the Post Minimum Term subscription by sending at least 60 days written notice.

Automatic Renewal Term for Non-Government Customers Only. Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts.

The ProFlex Addendum/Attachment includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments include the list of your personnel to whom passwords are to be issued and other data applicable to your order.

Enterprise Law Enforcement Customers			
You certify your total number of sworn officers is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.			
CLEAR ProFlex Batch Transactional			
Full Svc #	CLEAR ProFlex Batch Products	# of Users	Other
	CLEAR ProFlex Batch		
Notes:			

Access to CLEAR Batch Transactional begins on the date we process your order and continues for 12 complete calendar months. You may select a longer Minimum Term by initialing below. CLEAR Batch Transactional charges are assessed when you access CLEAR Batch. To apply CLEAR Batch charges to a specific month, the batch request must be submitted at least five (5) business days prior to the end of the month. Transactional charges are calculated based upon our then current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Initial below for a longer Minimum Term.

___ **24 Month Minimum Term.**

___ **36 month Minimum Term.**

When your Minimum Term terminates, the following will apply.

Automatic Renewal Term. Your subscription will automatically renew at the end of its Minimum Term. Schedule A rates may change after at least 30 days written or online notice. Either of us may cancel the renewal in writing at least 60 days before a renewal period starts.

The ProFlex Addendum includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments (PF743.dot) include the list of your personnel to whom passwords are to be issued and other data applicable to your order.

Office Use Only**OF Instruct:** Enter a discount of 100% - in the Condition Group 1 field on Additional Data A tab.**CLEAR ProFlex Window**

Full Svc #	CLEAR ProFlex Window Product	# of Users	List	Other	Monthly Charges	Monthly Window	Minimum Term (Months)
41308780	CLEAR ProFlex Window						

Notes:

Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above ("Minimum Term"). Monthly Charges are due regardless of the level of your usage. CLEAR transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges, you are responsible for CLEAR transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Monthly Pricing Attachment to the Order Form.

If you are a corporation accessing CLEAR Services on your own behalf and on behalf of any government agency or entity, you must sign separate agreements for each use case and be credentialed separately for each use case.

When your Minimum Term terminates, the following will apply:

Post Minimum Term for Government Customers. At the end of the Minimum Term, your Monthly Charges and Monthly Window will remain unchanged. Either of us may cancel the after the Post-Minimum Term subscription by sending at least 60 days written notice.

Automatic Renewal Term for Non-Government Customers Only. Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"). Your Monthly Charges and Monthly Window will remain unchanged. Schedule A rates may change after at least 30 days written or online notice. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts.

The ProFlex Addendum/Attachment includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments include the list of your personnel to whom passwords are to be issued and other data applicable to your order.

Customer Certification Section**Required for all accounts that interact with, manage or house inmates or detainees.**

Customer Certifications must be completed for every order, including renewals.

By initialing below, Customer certifies its understanding and acceptance of the security limits of CLEAR and responsibility for controlling product, Internet and network access:

- _____ **Customer's Initials.** Functionality of CLEAR cannot and does not limit access to non-West Internet sites. It is Customer's responsibility to control access to the Internet.
- _____ **Customer's Initials.** Customer will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the CLEAR URL. Customer will design, configure and implement its own security configuration.
- _____ **Customer's Initials.** Customer will not use any Data nor distribute any Data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.
- _____ **Customer's Initials.** Customer will only access CLEAR for administrative or internal business purposes. All use will fully comply with the following restrictions:
 - In no event shall anyone other than Customer's approved employees be provided access to or control of any terminal with access to CLEAR or CLEAR data.
 - Terminals with CLEAR access, access credentials, and CLEAR data will be in secured locations that do not provide inmate/detainee access.
 - No access shall be outsourced or otherwise provided to third parties.
 - Customer is solely responsible for ensuring that sensitive information is not made available beyond its stated permissible use.

IP Address Section Only External IP Address(es) or Range(s) Must Be Provided	
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Valid External IP Addresses or IP Ranges belonging to your organization and meeting the following requirements must be provided for all CLEAR orders:

- IP Addresses assigned to jurisdictions outside the United States or West approved U.S. Territories are prohibited.
- IP Addresses will not be accepted from the following ranges which are reserved by the Internet Assigned Numbers Authority for special use or private networks: 10.0.0.0 - 10.255.255.255, 127.0.0.0 - 127.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 - 192.168.255.255, 169.254.0.0 - 169.254.255.255.
- All IP addresses must be IPv4 addresses.

Permissible IP Address(es) will be those provided below as well as any previously provided IP Address(es) for this Customer

Customer's Internet Service Provider Name _____

Provide IP Address(es) or IP Address Range(s) _____

below

Additional page(s) may be attached if needed

Beginning IP Address _____

Ending IP Address _____

Beginning IP Address _____

Ending IP Address _____

Beginning IP Address _____

Ending IP Address _____

Beginning IP Address _____

Ending IP Address _____

CLEAR Customers may receive roaming access to CLEAR by default. Roaming access permits use outside your designated IP Address/Range. We may, at our option, block roaming access.

_____ Initial here if you would like us to block roaming access.

If you do not know your company's external IP address(s), try the following:

1. Contact your network administration, firewall or security team
2. Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.)
3. Go to the following URL in your browser: <https://signon.thomsonreuters.com/aboutme> or <http://www.whatismyip.com> to identify your external IP address (NOTE: If you have multiple IP addresses, this tool will only detect one IP address)

REQUIRED

Technical Contact for CLEAR Products (if applicable) (Contact for IP Address Issues)

Name (please print) _____

Telephone _____

E-Mail _____

IF APPLICABLE

CLEAR My Account Administrators and Authorized QuickView+ User

My Account is provided as a service to you for user management, general account information and granting access to other My Account users. Identify which person you would like as your My Account Administrator:

Last Name _____ First Name _____ E-Mail _____ (Required)

QuickView+ is provided as a service to you for estimating your charges. Actual charges billed may vary from Quickview+ due to discounts you receive or other charges, such as taxes. <https://www.quickview.com> Identify which password holder you would like to have Quickview+ access:

Last Name _____ First Name _____ E-mail _____

CLEAR ProFlex Fixed Rate Renewals Customer Certification section must also be completed for all Customers that interact with, manage, or house inmates or detainees.		
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Sub Matl #	CLEAR ProFlex Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)

Monthly Charges for the Initial Renewal Year are set forth above, and begin on your Renewal Effective Date. The Renewal Term will continue for the number of months identified in the Renewal Term column above. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (#1113) to the Order Form.

If the transactional value of your CLEAR usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement customers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

Post Renewal Term for Government Customers. At the end of the Renewal Term, and your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. Either of us may cancel the Post-Renewal Term subscription by sending at least 60 days written notice.

Automatic Renewal Term for Non-Government Customers Only. Your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts.

CLEAR ProFlex Window Renewals Customer Certification Section must also be completed for all Customers that interact with, manage, or house inmates or detainees.		
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Sub Matl #	CLEAR Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)
Notes				

Renewal Term Monthly Charges are due regardless of the level of your usage. The Monthly Window will remain unchanged. CLEAR transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window. You are responsible for CLEAR transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (#1113) to the Order Form. To apply CLEAR charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Post Renewal Term for Government Customers. At the end of the Renewal Term, your Monthly Charges and Monthly Window will remain unchanged. Either of us may cancel the after the Post-Renewal Term subscription by sending at least 60 days written notice.

Automatic Renewal Term for Non-Government Customers Only. Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length. Your Monthly Charges and Monthly Window will remain unchanged, and include a 0% price increase. The Monthly Window will remain unchanged. Schedule A rates may change after at least 30 days written or online notice. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts.

CLEAR Products to be Lapsed		
Sub Matl #	Product(s) Description	Account #/Location

	Miscellaneous	
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1. Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.

2. Excluded Charges. If you access CLEAR services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf>. Excluded Charges may change after at least 30 days written or online notice.

3. Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you will pay our collection costs including attorneys' fees.

4. Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

5. Returns and Refunds. You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

6. Cancellation Notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

7. Regulated Data. Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to uses permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

8. CLEAR Customers via an Integrator. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in paragraph 8 above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Customer.

Printed Name _____

Title _____

Date _____

Signature X _____

AUGUST 2024



Risk & Fraud

Customer verification guide

Respecting information privacy and security is an integral part of Thomson Reuters® culture and values. Our Risk & Fraud Solutions are investigative and legal research products that include sensitive data.

Thomson Reuters believes that it is vital to know who our customers are and to understand their need to access sensitive data. A key component of our compliance policies and practices is the verification and validation of customers to ensure that access to sensitive data aligns with our licensing agreements and relevant regulations.

All customers must be verified prior to receiving access to Thomson Reuters Risk & Fraud Solutions and subsequently submit to reverification every 2 years.

How do I begin the verification process?

Click on the link provided to you by your Thomson Reuters representative.

NOTE: Please accept all cookies or the application will not operate properly.

Follow the prompts that are provided.



My Account



Welcome

Enter your business email address for this entity.

Enter email address

By proceeding you agree with our [terms and conditions](#) and [privacy policy](#)

Continue

My Account



We've sent you a verification code

A verification code has been sent to **yourname@yourcompany.com**.
Enter this verification code to continue.

Enter verification code

[I didn't receive a verification code](#)

Continue

Go back

To login into the onboarding portal please enter the code below:

####

This single use code is valid for 30 minutes.

Do not share this code. We will never reach out to you to verify this code over the phone or SMS.

Thanks for considering Thomson Reuters Risk and Fraud Products

Declaration

My Account

Declaration

I declare that all the information provided is correct and accurate..

☒ I agree to the declaration

Submit declaration

English Help

Add Entity

Let's find your entity

My Account

Please find your company, agency, or law firm and confirm details to continue your credentialing application.

Once you've created your profile it will be linked to your account that you've created.

Find entity

English Help



Find entity

Let's find your entity

Registered country

 United States of America

Entity name

Thomson Reuters

State registration number (Optional)

MN

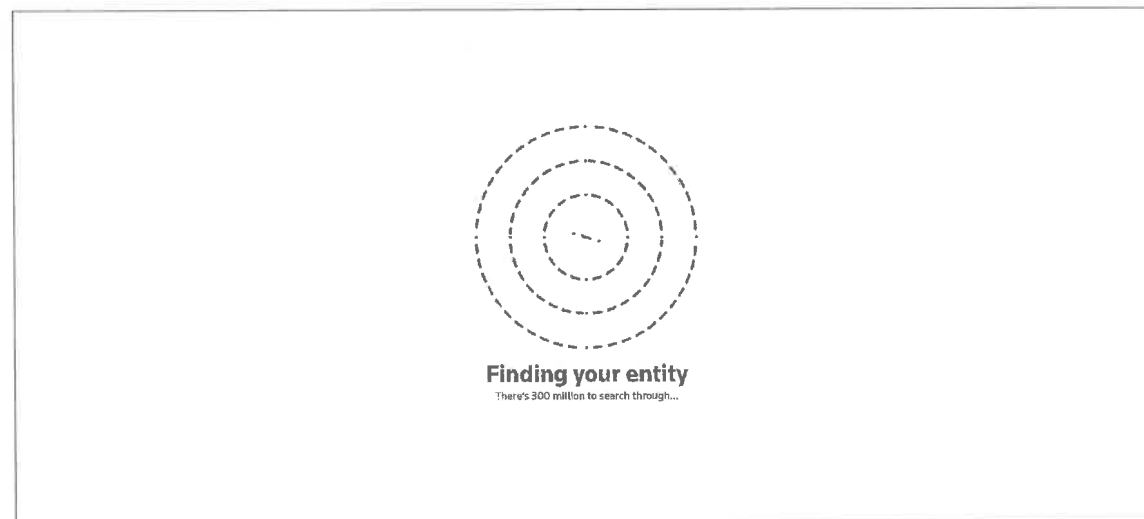
Providing this will help us return a more accurate match

Registered city

Eagan

Find entity

Go back



What if I do not receive an email code?

Please check your spam or junk folder if you do not immediately receive the email.

What if my company profile cannot be found?

If your profile cannot be found, select the manual add button and include your company details.

I was directed to upload documentation in my verification questionnaire.**Where do I upload this documentation?**

If your responses to questions indicated that you should upload documentation, please use the Document Uploader to upload all requested information. Please note that your verification process can not be completed until this information is submitted.

The screenshot displays a verification questionnaire interface with the following elements:

- Account validation:** A button labeled "Start" with a right-pointing arrow.
- Documentation upload:** A button labeled "Start" with a right-pointing arrow, highlighted by a red rectangular box.
- Company principals:** A button labeled "Start" with a right-pointing arrow.
- Additional locations:** A button labeled "Start" with a right-pointing arrow.
- Submit details:** A large, dark grey button at the bottom of the form.

For more information, contact
your Thomson Reuters
account representative.

Thomson Reuters is not a consumer reporting agency and none of its services or the data contained therein constitute a "consumer report" as such term is defined in the Federal Fair Credit Reporting Act (FCRA), 15 U.S.C. sec. 1681 et seq. The data provided to you may not be used as a factor in consumer debt collection decisioning, establishing a consumer's eligibility for credit, insurance, employment, government benefits, or housing; or for any other purpose authorized under the FCRA. By accessing one of our services, you agree not to use the service or data for any purpose authorized under the FCRA or in relation to taking an adverse action relating to a consumer application.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO CSE2500000001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

☒ Addendum No. 1	☐ Addendum No. 6
☐ Addendum No. 2	☐ Addendum No. 7
☐ Addendum No. 3	☐ Addendum No. 8
☐ Addendum No. 4	☐ Addendum No. 9
☐ Addendum No. 5	☐ Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

West Publishing Corporation, dba West, a Thomson Reuters business

Company



Authorized Signature

5/13/2025

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1669049			Reason for Modification:
Doc Description: REAL-TIME WEB-BASED RESEARCH AND LOCATE TOOL			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-04-24	2025-05-13 13:30	CRFQ 0511 CSE2500000001	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:
Vendor Name :
Address :
Street :
City :
State : **Country :** **Zip :**
Principal Contact :
Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

Vendor Signature X **FEIN#** 41-1426973 **DATE** May 12, 2025

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR CHILD SUPPORT ENFORCEMENT, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR REAL-TIME WEB-BASED RESEARCH AND LOCATE TOOL PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO

HEALTH AND HUMAN
RESOURCES
CHILD SUPPORT
ENFORCEMENT
350 CAPITOL ST, RM 147
CHARLESTON WV
US

SHIP TO

HEALTH AND HUMAN
RESOURCES
CHILD SUPPORT
ENFORCEMENT
350 CAPITOL ST, RM 147
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Sixty-five (65) real-time web-based research and locate tool	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
93131703			

Extended Description:

Flat rate monthly fee for a web based research and locate tool for the statewide child support offices

INVOICE TO

HEALTH AND HUMAN
RESOURCES
CHILD SUPPORT
ENFORCEMENT
350 CAPITOL ST, RM 147
CHARLESTON WV
US

SHIP TO

HEALTH AND HUMAN
RESOURCES
CHILD SUPPORT
ENFORCEMENT
350 CAPITOL ST, RM 147
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Sixty-five (65) real-time web-based research and locate tool	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
93131703			

Extended Description:

Flat rate monthly fee for a web based research and locate tool for the statewide child support offices
OPTIONAL RENEWAL YEAR 1

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Sixty-five (65) real-time web-based research and locate tool	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
93131703			

Extended Description:

Flat rate monthly fee for a web based research and locate tool for the statewide child support offices
OPTIONAL RENEWAL YEAR 2

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Sixty-five (65) real-time web-based research and locate tool	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
93131703			

Extended Description:

Flat rate monthly fee for a web based research and locate tool for the statewide child support offices
OPTIONAL RENEWAL YEAR 3

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2025-05-01