



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.

Header 2

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 751534

SO Doc Code: CRFQ

Procurement Type: Central Contract - Fixed Amt

SO Dept: 0511

Vendor ID: 000000184365

SO Doc ID: CSE2100000001

Legal Name: THOMSON REUTERS WEST

Published Date: 7/29/20

Alias/DBA:

Close Date: 7/31/20

Total Bid: \$234,943.80

Close Time: 13:30

Response Date: 07/31/2020

Status: Closed

Response Time: 11:13

Solicitation Description: Addendum 2 - 65 Licenses for Research and Locate Tool

Total of Header Attachments: 2

Total of All Attachments: 2

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	1.00000	LS	\$234,943.800000	\$234,943.80

Comm Code	Manufacturer	Specification	Model #
93131703			

Extended Description : PLEASE SEE EXHIBIT A PRICING PAGE.
 If Vendor is submitting a bid online, Vendor must submit the Pricing Page as an attachment. TOTAL BID AMOUNT is the amount Vendor is to enter into the wvOASIS commodity line when submitting. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

Comments: Per RFQ, Total Bid Amount is entered here. Please see offer documents for full offer details.

THOMSON REUTERS

CLEAR

for the West Virginia Department of Health and Human
Resources
Bureau of Child Support Enforcement

RESPONSE TO
RFQ # CRFQ 0511 CSE21000000001
Research and Locate Tool

SUBMITTED TO

Brittany Ingraham
Purchasing Division
PO Box 50130
Charleston, WV 25305-0130

Phone: 304-558-0067

Email: Brittany.e.ingraham@wv.gov

SUBMITTAL DATE

Friday, July 31, 2020

SUBMITTED BY

Thomson Reuters
(West Publishing Corporation)

Karla Snellings, CF APMP
Procurement and Proposal Management

Phone: 703.909.9064

Email: karla.snellings@tr.com

Jonah Fitz
Government Client Manager

Phone: 717-602-6500

Email: jonah.fitz@tr.com

Confidentiality Statement

This proposal includes proprietary information that shall not be duplicated, used, or disclosed outside of the West Virginia Department of Health and Human Resources, Bureau of 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 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:	610 Opperman Drive, Eagan, MN 55123
Remittance Address:	P.O. Box 6292, Carol Stream, IL 60197-6292
Federal Tax ID #:	41-1426973
DUNS #:	14-850-8286
Cage Code:	89101
Company Size:	Large

QUOTE CONTACT

Karla Snellings is the primary contact for this response. Please direct any communications regarding the Request for Proposal or our response to Karla at 703-909-9064 or karla.snellings@tr.com.



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

State of West Virginia
 Request for Quotation
 21 – Info Technology

Proc Folder: 751534

Doc Description: Addendum 2 - 65 Licenses for Research and Locate Tool

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2020-07-29	2020-07-31 13:30:00	CRFQ 0511 CSE2100000001	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:
 West Publishing Corporation
 610 Opperman Drive
 Eagan, Minnesota 55123
 Signatory phone:
 763-326-4505

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham
 (304) 558-0067
 brittany.e.ingraham@wv.gov

Signature X  FEIN # 41-1426973 DATE 07/31/2020

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

ADDITIONAL INFORMATION:

Addendum No.02 - The purpose of this addendum is to:

1. Provide agency response to an additional vendor question

No other changes.

INVOICE TO		SHIP TO	
FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV25301-3703 US		FISCAL UNIT MANAGER 304-356-4715 HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT 350 CAPITOL ST, RM 147 CHARLESTON WV 25301-3703 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Sixty-Five (65) Real-Time Web-Based Research and Locate	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
93131703			

Extended Description :

PLEASE SEE EXHIBIT A PRICING PAGE.

If Vendor is submitting a bid online, Vendor must submit the Pricing Page as an attachment. TOTAL BID AMOUNT is the amount Vendor is to enter into the wvOASIS commodity line when submitting. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Q&A Deadline (10:00 AM ET)	2020-07-22

CSE210000001	Document Phase Final	Document Description Addendum 2 - 65 Licenses for Research and Locate Tool	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CFQ 0511 CSE2100000001

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)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> 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

Company



John S. Nelson

Authorized Signature

07/31/2020

Date

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

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.

Jonah Fitz, Client Manager
(Name, Title)

(Printed Name and Title)

1410 Spring Hill Rd., McLean VA 22102
(Address)

Phone: 717-602-6500
(Phone Number) / (Fax Number)

jonah.fitz@tr.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation 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 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 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.

West Publishing Corporation
(Company)



(Authorized Signature) (Representative Name, Title)

John S. Nelson, Director of Procurement and Proposal Management
(Printed Name and Title of Authorized Representative)

7/30/2020
(Date)

763-326-4505 (phone); 651-927-0383 (fax)
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Research and Locate
Exhibit "A" Pricing Page

	Per User Fee (Flat Rate)	Per User Fee Multiplied by Quantity (Flat Rate)	Monthly User Fee (Flat Rate)	Multiplied by Twelve (12) Months	Annual Fee (Flat Rate)
Sixty-five (65) users for Web-based research and locate portal		65		12	
Year one (1) renewal		65		12	
Year two (2) renewal		65		12	
Year three (3) renewal		65		12	
Total Bid Amount					

Award will be made to the bidder with the lowest Total Bid Amount meeting all of the specifications.

West Publishing Corporation

Vendor Name

610 Opperman Drive

Vendor Address



Vendor Signature

john.s.nelson@tr.com

Vendor email

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: West Publishing Corp. Address: 610 Opperman Drive
Eagan, MN 55123

Name of Authorized Agent: John S. Nelson Address: Same

Contract Number: CRFQ 0511 CSE2100000001 Contract Description: Research and Locate Tool

Governmental agency awarding contract: West Virginia HHR, Bureau of Child Support Enforcement

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

Thomson Reuters (Legal) Inc. 100%

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: 

Date Signed: 7/30/2020

Notary Verification

Due to an executive order issued by the governor of Minnesota in response to COVID-19, as well as corporate COVID-19 protocols, Thomson Reuters employees are teleworking, thus no notary services are available at this time.

State of _____, County of _____:

I, _____, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this _____ day of _____.

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) 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, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:



Vendor's Name: West Publishing Corporation

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Due to an executive order issued by the governor of Minnesota in response to COVID-19, as well as corporate COVID-19 protocols, Thomson Reuters employees are teleworking, thus no notary services are available at this time.

Taken, subscribed, and sworn to before me this ____ day of _____, 20__

My Commission expires _____, 20__

AFFIX SEAL HERE

NOTARY PUBLIC _____

SECRETARY'S CERTIFICATE
WEST PUBLISHING CORPORATION

I, Helen V. Stamatiadis, Assistant Secretary of West Publishing Corporation, a Minnesota corporation (the "Corporation"), do hereby certify as an officer of the Corporation that:

1. I am a duly elected, qualified and acting Assistant Secretary of the Corporation and the keeper of the corporate records.

2. Listed below are duly appointed officers of the Corporation and are hereby authorized to execute documents in the name of and on behalf of the Corporation in the capacity set forth opposite their names:

Brian Peccarelli	President
Paul Fischer	Chief Financial Officer
Edward A. Friedland	Vice President & Secretary
Elizabeth Beastrom	President, Global Print
Anthony P. Kinnear	President, Legal Professionals
Stephen Rubley	President, Government
Marc E. Gold	Vice President & Assistant Secretary
James Keane	Vice President, Global Payroll
Scott A. Nelson	Vice President
Donna Gies	Assistant Secretary
Jeanpierre Giuliano	Assistant Secretary
Margaret Hamm	Assistant Secretary
Cynthia (Cindy) L. Hansen	Assistant Secretary
Gary Hartman	Assistant Secretary
Joseph Kapustynski	Assistant Secretary
David Laidig	Assistant Secretary
Donna La Vardera	Assistant Secretary
Andrew Martens	Assistant Secretary
Alejandro Medrano	Assistant Secretary
John S. Nelson	Assistant Secretary
Jon J. Olson	Assistant Secretary
Helen V. Stamatiadis	Assistant Secretary

3. The Corporation is an indirect, wholly owned subsidiary of Thomson Reuters Corporation, a company organized under the laws of the Province of Ontario, Canada and listed on both the Toronto Stock Exchange and the New York Stock Exchange.

IN WITNESS WHEREOF, I have hereunto set my hand as Assistant Secretary of the Corporation this 2nd day of June 2020.

DocuSigned by:
Helen V. Stamatiadis
FAEB1FF4E8474A7...

Helen V. Stamatiadis
Assistant Secretary

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Overview of Offer

The West Virginia Bureau of Child Support 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 to tracking down missing parents.

With the integration of 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.

CLEAR provides all of the mandatory requirements outlined in Section 4 of the Request for Quote, and the Bureau currently has these features and their resulting benefits available in their current contract. We hope to continue providing Bureau users with the advantages of using CLEAR.

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 35% 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.

Price Quote

In response to CRFQ 0511 CSE2100000001, we propose to provide WV Child Support with continued access to a comprehensive collection of content, features, and services that will meet the needs of WV Child Support’s users.

Our proposed pricing for West Virginia Department of Health and Human Resources, Bureau of Child Support Enforcement is shown in the table below and is consistent with the pricing on the RFQ Price Sheet. Please note that the per-seat rate in our offer represents 35% savings over the rate for the current contract.

Please note that we have accommodated the RFQ Price Sheet by providing per-seat pricing for the combined offer of CLEAR and RTIA; however, per-seat pricing is not a valid price model for CLEAR subscriptions. Our offer is contingent on the total number of users, and the per-seat rates are provided for evaluation purposes only and cannot be used to extrapolate for a different number of users. If the number of users requiring access were to change, we would re-quote for the revised number. This price model is consistent with the current CLEAR contract.

- Proposed Content:**
- CLEAR for Government Fraud
 - Real-Time Incarceration and Arrest Records

User Limit: Up to 65 Authorized Agency Users

Period of Performance	Fixed Monthly Charge	Annual Cost
Base Year	\$4,680.00	\$56,160.00
Option Year 1	\$4,820.40	\$57,844.80
Option Year 2	\$4,964.70	\$59,576.40
Option Year 3	\$5,113.55	\$61,362.60
Total Bid Amount		\$234,943.80

Pricing Terms and Conditions

The following terms and conditions apply to any contract between Thomson Reuters (West Publishing Corporation, hereinafter "West") and West Virginia Department of Health and Human Resources, Bureau of Child Support Enforcement (hereinafter, "agency") resulting from this quote (hereinafter "contract").

- **Contract Term**—The proposed contract term is for one year (Base Year).
- **Renewal Option**—Any contract resulting from this proposal may be renewed for three (3) additional one-year periods/years (Option Years 1–3), subject to available funding.
- **Authorized Users**—Only users authorized to use CLEAR by the agency 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 Health and Human Resources, Bureau of Child Support Enforcement (Account #).

- **Passwords**—Each CLEAR user must be assigned a separate CLEAR password. CLEAR passwords may only be used by the person to whom the password is issued. Sharing of CLEAR 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).
- **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.)
- **Non-FCRA Use**—CLEAR is intended for due diligence and investigative purposes, activities not regulated by the Fair Credit Reporting Act (FCRA). Thomson Reuters 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 will be incorporated by reference into and made part of any contract awarded to West pursuant to this proposal.
- **Credentialing Documents**—Access to and usage of CLEAR requires completion of the then-current Account Validation and Certification (AVC) Form.
- **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	610 Opperman Drive, Eagan, MN 55123
Remittance Address	P.O. Box 6292, Carol Stream, IL 60197-6292
Federal Tax ID #	41-1426973
DUNS #	14-850-8286
Cage Code	89101
Company Size	Large

- **Order Processing**—CLEAR service will begin 5-7 days following receipt of a fully executed, clean, and process-able Order Form, and after any necessary credentialing has been completed. 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 or as otherwise stated in the solicitation.

Assumptions, Conditions, and Exceptions to the RFQ

These Exceptions are submitted in response to the Request for Quotation by the State of West Virginia Purchasing Division, CRFQ-0511-CSE2100000001, and modify the Clauses of the RFQ and the West Virginia Standard Terms & Conditions 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 research tool and incorporates its order form and general terms and conditions into every customer agreement. As such, its proposal is conditioned upon the inclusion of its general terms.

West Virginia Standard 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 and must include the State as an additional insured on each policy 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 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:

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 27. Assignment: West takes exception to this section. Due to corporate restructuring and reorganization, West must retain right to assign to affiliates or third-party successors upon written notice and respectfully requests that this Section be modified as follows:

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 control.

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 Clause 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 Clause be modified as follows:

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 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.

Attachments

West Contract Documents

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 quote:

- Thomson Reuters General Terms and Conditions
- West Order Form
- Account Validation and Certification (AVC) Form



These terms govern your use of the Thomson Reuters products and services in your order form (in any format). “We”, “our” and “Thomson Reuters” means the Thomson Reuters entity identified in the order form and, where applicable, its affiliates; “you” and “your” means the client, customer or subscriber identified in the order form. Your order form identifies the products and services, the quantities, charges and other details of your order. The order form also refers to and incorporates documents which may apply to the products or services you selected. The order form, applicable incorporated documents and these terms constitute the complete agreement (the “Agreement”) and supersede any prior and contemporaneous discussions, agreements or representations and warranties regarding your order. Other terms and conditions you incorporate in any purchase order or otherwise are not part of the Agreement and do not apply. If you are permitted to provide an affiliate with access to any part of the products or services, you will ensure that such affiliate complies with all provisions of the Agreement applicable to you.

1. OUR PRODUCTS & SERVICES

(a) **Limited License.** Together with our licensors, we own and retain ownership of all rights of whatever nature in and to our products, services, and data (whether tangible or intangible). You may access, view, install, use, copy, modify and distribute our property only as expressly specified in the Agreement and each of us shall at all times act in accordance with applicable laws, including export controls and economic sanctions that apply to us in connection with the Agreement.

(b) **Changes to Service.** Our products and services change from time to time, but we will not change the fundamental nature of our products or services.

(c) **Passwords.** Your access to certain products and services is password protected. You are responsible for assigning the passwords and for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that both you and our property is secure and inaccessible to unauthorized persons.

(d) **Unauthorized Technology.** Unless previously authorized by Thomson Reuters, you must not (i) run or install any computer software or hardware on our products, services or network; use any technology to automatically download, mine, scrape or index our data; or (ii) 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.

(e) **Usage Information.** We may collect information related to you or your use of our products, services and data. We may use this information to (i) test, develop and improve our products and services, and create and own derivative works based on such information, provided such information is not identifiable to you or any other person and (ii) to protect and enforce our rights under the Agreement, and we may pass this information to our third party providers for the same purposes.

(f) **Third Party Providers.** Our products and 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 products and services click the following URL: www.thomsonreuters.com/thirdpartyterms. You agree to comply with all applicable third party terms.

(g) **Third Party Supplemental Software.** You may be required to license third party software to operate some of our products and services. Additional terms may apply to the third party software.

(h) **Limitations.** Unless otherwise expressly permitted in the Agreement, you may not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer our property in whole or in part, or as a component of any other product, service or material; (ii) use our property or our third party providers’ property to create any derivative works or competitive products; or (iii) allow any third parties to access, use or benefit from our property in any way. Exercising legal rights that cannot be limited by agreement is not precluded. If you are in the business of providing audit, tax, accounting, or legal services to your clients, this Section 1(h) does not preclude you from using our products and services to benefit your clients in the ordinary course of your business. Except as expressly set forth in this Agreement we retain all rights and you are granted no rights in or to our products, services and data.

(i) **Services.** We will provide the services using reasonable skill and care. The professional services applicable to your order, if any, are described in the ordering document or a statement of work.

(j) **Security.** Each of us will use and will require any third party data processors to use industry standard organizational, administrative, physical and technical safeguards to protect the other’s data. Each party will inform the other in accordance with applicable law if such party becomes aware of any unauthorized third-party access to the other party’s data and will use reasonable efforts to remedy identified security vulnerabilities.

(k) **Your Responsibilities.** You are responsible for and/or will take all necessary steps to ensure or regarding (i) proper use of our products and services in accordance with all usage instructions and operating specifications; (ii) adherence to the minimum recommended technical requirements; (iii) changes you make to our product, services or data; (iv) your combination of our products, services, data

or other 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.

2. INFORMATION SERVICES

(a) **License.** In the ordinary course of your business and for your internal business purposes only you may view, use, download and print data from our information services for individual use and may on an infrequent, irregular and ad hoc basis, distribute limited extracts of our data. Neither such extracts nor downloaded, printed or stored data may reach such quantity as to have independent commercial value and using such data as a substitute for any service (or a substantial part of it) provided by Thomson Reuters, our affiliates or our third party providers is prohibited. Where data is permitted to be used or distributed, Thomson Reuters and the third party content provider, if applicable, must be cited and credited as the source. Copyright notices must be retained on transmitted or printed items. Access to certain data may be restricted depending on the scope of your license.

(b) **Further Distribution.** You may also distribute our data: (i) to authorized users; (ii) to government and regulatory authorities, if specifically requested; and (iii) to third party advisors, limited to the extent required to advise you and provided they are not competitors of Thomson Reuters. Laws applicable in your jurisdiction may allow additional uses.

3. INSTALLED SOFTWARE

(a) **License.** You may install and use our software and documentation only for your own internal business purposes. Software licenses include updates (bug fixes, patches, maintenance releases), and do not include upgrades (releases or versions that include new features or additional functionality) or APIs unless expressly stated in the order form. Your order form details your permitted installations, users, locations, the specified operating environment and other permissions. You may use our software in object code only. You may make necessary copies of our software only for backup and archival purposes.

(b) **Delivery.** We deliver our software by making it available for download. When you download our software and documentation, if any, you are accepting it for use in accordance with the Agreement.

4. SOFTWARE AS A SERVICE (SaaS)

(a) **License.** You may use our SaaS only for your own internal business purposes.

(b) **Delivery.** We deliver our SaaS by providing you with online access to it. When you access our SaaS, you are accepting it for use in accordance with the Agreement.

(c) **Content.** Our SaaS is designed to protect the content you upload. You grant Thomson Reuters permission to use, store and process your content in accordance with applicable law. Access and use of your content by Thomson Reuters, our employees and contractors will be directed by you and limited to the extent necessary to deliver the SaaS, including training, research assistance, technical support and other services. We may delete or disable your content if required under applicable laws and in such instances, we will use our reasonable efforts to provide notice to you. If your content is lost or damaged, we will assist you in restoring the content to the SaaS from any available backup copy.

5. CHARGES

(a) **Payment and Taxes.** You must pay our charges within 30 days of the date of invoice in the currency stated on your order form. 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.** During the term, we can increase, or adjust the basis for calculating, the charges on a periodic basis as set out in your order form. Except as otherwise specifically stated in the order form, we may increase, or adjust the basis for calculating, the charges for our products and services with effect from the start of each renewal term by giving you at least 90 days written notice.

(c) **Excess Use.** You must pay additional charges if you exceed the scope of use specified in your order form, based on the rates specified on the order form 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 products, services or data.

6. PRIVACY

Each of us will at all times process, protect and disclose personally identifiable information received as a result of this Agreement (“PII”) in accordance with applicable law. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized or unlawful destruction, loss, alteration, disclosure or access to PII. You acknowledge and agree to the transfer and processing of PII in the geographical regions necessary for Thomson Reuters to fulfill our obligations. When applicable to your location, additional terms will apply to the Agreement, including our General Data Protection Regulation (2016/679) (GDPR) terms located at www.tr.com/privacy-information.

7. CONFIDENTIALITY

Confidential information received from each other will not be disclosed to anyone else except to the extent required by law or as permitted under 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. 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.

8. WARRANTIES AND DISCLAIMERS

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 LAWS. IN ENTERING THIS AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS AGREEMENT.

(a) **EXCLUSION OF WARRANTIES.** UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE PRODUCTS OR 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.

(b) **INFORMATION.** OUR INFORMATION PRODUCTS ARE PROVIDED “AS IS” WITHOUT ANY WARRANTY, CONDITION OR ANY OTHER TERM OF ANY KIND.

(c) **SOFTWARE.** WE WARRANT THAT OUR SOFTWARE PRODUCTS WILL SUBSTANTIALLY 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, A SOFTWARE ERROR YOU REPORT TO US, YOU MAY TERMINATE THE ORDER FORM FOR THE AFFECTED SOFTWARE BY PROMPT WRITTEN NOTICE TO US FOLLOWING THE REASONABLE 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.

(d) **DISCLAIMER.** 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 PRODUCTS OR SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE PRODUCTS OR SERVICES.

(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 PRODUCTS, SERVICES OR DATA. YOUR DECISIONS MADE IN RELIANCE ON THE PRODUCTS OR SERVICES 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.

9. 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 PRODUCT OR 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). 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.

(b) **Unlimited Liability.** Section 9(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; or (iii) infringement of intellectual property rights. Section 9(a) does not limit your indemnification obligations in Section 9(d) or your obligation to pay the charges on the order form and all amounts for use of the products and services that exceed the usage permissions and restrictions granted to you. Nothing in this Agreement limits liability that cannot be limited under law.

(c) **Third Party Intellectual Property.** If a third party sues you claiming that our products, services or data, excluding any portions of the same provided by our third party providers infringes their intellectual property rights and your use of such products, services or data 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 products, services or data with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our products, services or data other than by Thomson Reuters or our subcontractors; (iii) use of a version of our products, services or data after we have notified you of a requirement to use a subsequent version; or (iv) your breach of this Agreement. Our obligation in this Section 9(c) is conditioned on you (A) promptly notifying Thomson Reuters in writing of the claim; (B) supplying information we reasonably request; and (C) allowing Thomson Reuters to control the defense and settlement.

(d) **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 products, services or data infringes the intellectual property rights of a third party (except to the extent of any indemnity we provide you under clause 9(c) (Third Party Intellectual Property)); (ii) your or your sub-contractors’ use of our products, services or data, including communications and networks, in breach of the Agreement; (iii) our or our affiliates’ compliance with any instruction given by you to us in the course of the provision of our products, services or data ; or (iv) an assertion by any person accessing or receiving the benefit of any part of our products, services or data through you.

(e) We will not be responsible if our product or service fails to perform because of your third party software, your hardware malfunction, or your actions or inaction. If we learn that our product or 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.

10. TERM, TERMINATION

(a) **Term.** The term and any renewal terms for the products and services are described in your order form. If not otherwise stated in the order form, the Agreement will automatically renew annually unless either of us gives the other at least 60 days written notice before the end of the then current term.

(b) **Suspension.** We may on notice terminate, suspend or limit your use of any portion or all of our products, services or other property if (i) requested to do so by a third party provider, court or regulator; (ii) you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement or another agreement between us; a breach of our agreement with a third party provider; or a violation of third party

rights or applicable laws. 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 product or 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.

(c) **Termination.** We may, upon reasonable notice, terminate all or part of the Agreement in relation to a product or service which is being discontinued. 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 being notified to do so. Any failure to fully pay any amount when due under this Agreement is a material breach for this purpose.

(d) **Effect of Termination.** Except to the extent we have agreed otherwise, upon termination, all your usage rights end immediately and each of us must uninstall or destroy all property of the other and, if requested, confirm this in writing. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters 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.

(e) **Amendments.** We may amend these General Terms and Conditions from time to time by giving you at least 30 days prior written notice. You may request good faith negotiations regarding the amended terms and conditions. If the parties cannot reach mutual agreement on the amended terms and conditions within 30 days, you may terminate the agreement immediately upon written notice.

11. 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 products or services and continue for more than 30 days, either of us may terminate any affected product or service on notice to the other.

12. THIRD PARTY RIGHTS

Our affiliates and third-party providers benefit from our rights and remedies under the Agreement. No other third parties have any rights or remedies under the Agreement.

13. GENERAL

(a) **Assignment.** You may not assign, delegate or otherwise transfer the Agreement (including any of your rights or remedies) to anyone else without our

prior written consent. We may assign or otherwise transfer the Agreement (including any of our rights or remedies) in whole or in part to an affiliate or any entity that succeeds to all or substantially all of the assets or business associated with one or more products or services, and will notify you of any such assignment or transfer. We may subcontract any of the services in our sole discretion. Any assignment, delegation or other transfer in contravention of this Section 13(a) is void.

(b) **Feedback.** You grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right to use any comments, suggestions, ideas or recommendations you provide related to any of our products or services 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.** If not otherwise stated in the order form, 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.** The descending order of precedence is: third party license terms contained in Section 1(f) of these terms; the applicable order form; and the remaining provisions of the Agreement.

(f) **Trials.** All trials of our products and services are subject to the terms of these General Terms & Conditions, unless we notify you otherwise. Access to our products and services for trials may only be used for your evaluation purposes.

(g) **Support Provided.** To assist in resolving technical problems with the Services, 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.

(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) **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.

**Account Validation and Certification (AVC) Form
Westlaw and CLEAR (Government)**



THOMSON REUTERS™

Subscriber Information		REQUIRED
Account Number (if applicable) _____		
Full Legal Name/Entity _____		
Business Unit/Dept/Agency _____		
The applicant's address below is (please check one): <input type="checkbox"/> a Commercial Location <input type="checkbox"/> a Residence (i.e. a home-based business)		
Street Address _____		
City _____	Country (if not US) _____	
State _____	Zip _____	
Main Organization Telephone _____	Location/Contact/Ext Telephone _____	
Cell Phone (if no land line available) _____	E-Mail Address _____	
Website _____ <input type="checkbox"/> Check here if no website available		
West products have implemented Multi-Factor Authentication and in order to access the public records products you must supply a valid External IP Address or IP Range belonging to your organization that meets the following requirements:		
<ul style="list-style-type: none"> • 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. • If you do not know your External IP address(es), try the following: <ul style="list-style-type: none"> ○ Contact your network administration, firewall or security team ○ Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.) 		
Go to the following URL in your browser: http://tools.whois.net/yourip/ 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)		
Internet Service Provider Name: _____		
IP Address: _____		
IP Address Range: _____		
Beginning IP Address: _____	Ending IP Address: _____	
Beginning IP Address: _____	Ending IP Address: _____	

ALL REQUESTED INFORMATION MUST BE PROVIDED OR YOUR ORDER MAY BE DELAYED OR PRODUCT ACCESS LIMITED

	SUBSCRIBER INFORMATION	
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Select Type of Government

- US – Federal
- US – State
- US – Local
- Tribal Government
- Other Government:

(Please describe) _____

Select Type of Academic Institution

- Privately Funded Academic Institution (non-government funded)
- Government Funded Academic Institution US – State

	DATA USE INFORMATION	
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Do your end users have arrest powers?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Will you be using the product in relation to the collection of consumer debt (i.e., financial obligations of a consumer relating to a transaction for personal, family, or household purpose)?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Will you have end users at any location(s) other than at the address listed above? – If yes, please attach a completed Addendum to Account Validation and Certification Form – Multiple Locations.	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Are you requesting “unmasked data” or full display of full Security Numbers, full Date of Birth and/or Driver’s License information? – If yes, please attach a completed Addendum to Account Validation and Certification Form – Unmasked Data Request	<input type="checkbox"/> No	<input type="checkbox"/> Yes

Will you use the product, in whole or in part, for any consumer-initiated application in order to determine an individual's eligibility for employment, credit, housing or insurance for personal, family, household or government benefit-related purposes?

No Yes

If you are using World-Check data in order to screen an individual, either in their individual capacity or in relation to a business, to determine whether to enter into a business relationship, you understand and agree that you must direct your search subject to the World-Check Privacy Statement located at, <https://risk.thomsonreuters.com/en/terms-of-business/world-check-privacy-statement.html>

Agreed N/A

Describe in detail your purpose/use case for using this product:

PERMISSIBLE USE SELECTIONS

Permissible Use under Gramm Leach Bliley Act

Your use of certain consumer data within the product is limited by the U.S. Gramm-Leach-Bliley Act (15 U.S.C. §§6801 et. seq.). In order to access this data you must indicate your permissible use(s) below. If you do not have a permissible use, you must select the "no permissible use" option

- You certify there is no permissible use
- For use by a person holding a legal or beneficial interest relating to the consumer
- For use in complying with federal, state, or local laws, rules, and other applicable legal requirements
- For use as necessary to effect, administer, or enforce a transaction requested or authorized by the consumer
- For use in complying with a properly authorized civil, criminal, or regulatory investigation, subpoena, or summons by federal, state, or local authorities
- For use to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability
- For use by any Law Enforcement Agency, self regulatory organizations or for an investigation on a matter related to public safety
- To persons acting in a fiduciary or representative capacity on behalf of the consumer
- For required institutional risk control or for resolving consumer disputes or inquiries
- With the consent or at the direction of the consumer

Permissible Use under Drivers Privacy Protection Act

Your use of certain drivers record and vehicle data is limited by the U.S. Drivers Privacy Protection Act (18 U.S.C. §§2721 et seq.). In order to access this data you must indicate your permissible use(s) below. If you do not have a permissible use, you must select the "no permissible use" option.

- You certify there is no permissible use
- For official use by a Court, Law Enforcement Agency or other Government agency
- To verify or correct information provided to you by a person in order to prevent fraud, pursue legal remedies or recover a debt; skip tracing
- For use in connection with a civil, criminal or arbitral legal proceeding or legal research
- For use in connection with an insurance claims investigation or insurance antifraud activities

NEXT STEPS

- The information provided on this AVC form will be reviewed by our internal credentialing team and, if required, an onsite inspection will be conducted by Thomson Reuters authorized third party. To coordinate the onsite inspection, the third party will contact you directly to arrange a convenient day and time for the visit. Law enforcement agencies and federal and state government agencies are not required to complete an onsite inspection.
- The inspector will seek to verify, among other things, the physical, technical and/or administrative safeguards in place to keep Thomson Reuters data safe and confidential.
- The onsite inspection will last approximately 30 minutes, during which time the inspector will ask certain questions and gather observations intended to validate the information provided on this AVC Form. In addition, as is customary in the industry, the inspector will take a few photos of the premises, internal and external, to document your physical location as well as security measures and safeguards. At the time of the inspection, it is important that you assign an individual(s) capable of answering pertinent questions to meet with the inspector.
- Please provide the name phone number and Email address of the person you would like us to contact to schedule the required on-site inspection:

Name: _____ E-Mail Address: _____
Phone Number: _____

Has Thomson Reuters onsite inspected any of your locations in the last 6 months? No Yes

Account Name: _____ Account Number: _____

If yes, approximately when was the onsite preformed: _____

	CERTIFICATIONS	
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By signing below you certify that:

- **YOU UNDERSTAND THAT THOMSON REUTERS IS NOT A CONSUMER REPORTING AGENCY AND THIS SERVICE DOES NOT CONSTITUTE A “CONSUMER REPORT” AS SUCH TERM IS DEFINED IN THE FEDERAL FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C.A. SEC 1681 ET SEQ. YOU ARE STRICTLY PROHIBITED FROM USING ANY DATA, IN WHOLE OR IN PART, AS A FACTOR IN ESTABLISHING A CONSUMER’S ELIGIBILITY FOR CREDIT, INSURANCE, EMPLOYMENT, OR FOR ANY OTHER PURPOSE AUTHORIZED UNDER THE FCRA OR AS THE BASIS FOR TAKING ADVERSE ACTION REGARDING ANY CONSUMER APPLICATION.**
- End users will access and use the data, including personally identifiable information, in accordance with all applicable laws, rules, and regulations. No individual shall access records that require a permissible use unless such a permissible use exists. It is your responsibility to seek guidance and clarification in case of any questions about the proper use of a product. **YOU ARE RESPONSIBLE FOR ANY UNAUTHORIZED COLLECTION, ACCESS, USE, AND DISCLOSURE OF ANY DATA ACCESSED THROUGH OUR PRODUCTS.**
- You agree to immediately notify Thomson Reuters of any actual or suspected breach or access to data that may result in the unauthorized collection, use or disclosure of any data. You agree to make all reasonable efforts to assist us and our data providers in relation to any investigation, claim, litigation, or other action related to your access, use or disclosure of data.
- You will maintain a comprehensive information security program, including systems, facilities, and procedures to safeguard the data, and that you have experience in maintaining the confidentiality, security, and appropriate use of such information.
- You and your end users are not and will not be involved in credit fraud, identification theft, stalking, harassment, any unethical business practices or illegal activity nor will you further such activities by your customers.
- You are an authorized signatory for this account.
- All information provided on this AVC Form and addendum(s) is true and correct and is applicable to all of your authorized users and locations.
- You understand that Thomson Reuters may periodically require you to re-certify the information provided herein.
- You will immediately notify Thomson Reuters of any changes to the information provided in this form or during the credentialing process, including location changes.

AUTHORIZED REPRESENTATIVE:

Print Name: _____
Title: _____
Date: _____
Signature: _____

Once this document is completed and signed by an authorized representative, please provide it to your West Sales Consultant with a signed order or fax it to 866-294-1042 or email to west.avtcredentials@thomson.com.

All information is subject to verification and approval by West.



Subscriber Information	
Primary Account Number	_____
Full Legal Name/Entity	_____

	Location Information	
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Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____

Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____

Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____

Please list additional locations on page 2.

	Certifications	
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By completing and submitting this form you are requesting access to Thomson Reuters public records data for your authorized users at the above listed location(s). You understand and agree that each location where your authorized users are located is subject to satisfactory completion of an onsite inspection. By signing below you certify that: (1) all users under your account will limit use of the data for your legitimate business purposes only and as indicated on your account validation and certification (AVC) form, (2) you will maintain a comprehensive information security program, including systems, facilities, and procedures in each location to safeguard the Thomson Reuters data, (3) you have experience in maintaining the confidentiality, security, and appropriate use of such information, (4) all data use will be in strict accordance with your subscription agreement, and (5) you will timely update this form if you need to add additional locations. This Addendum is incorporated by reference into your AVC form.

AUTHORIZED REPRESENTATIVE:

Print Name: _____
 Title: _____
 Date: _____
 Signature: _____

Once this document is completed and signed by an authorized representative, please provide it to your West Sales Consultant with a signed order or fax it to 866-294-1042 or email to west.avtcredentials@thomson.com.

All information is subject to verification and approval by West/Thomson Reuters.

Additional Account Information

Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____



Addendum to Account Validation and Certification Form – Unmasked Data Request

Subscriber Information

Account Number (mandatory): _____

Full Legal Name/Entity: _____

West/Thomson Reuters seeks to balance overall individual privacy needs and concerns with the legitimate business information needs of specific entities as allowed by U.S. Gramm Leach Bliley Act (15 U.S.C. § 6821 et seq.) (U.S. GLB), U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.) (U.S. DPPA) U.S. Bipartisan Budget Act of 2013 (42 U.S.C. §1306 et seq.), and other applicable laws. As a general rule, sensitive data in our products is truncated. In order to help ensure that access to unmasked sensitive data is warranted, we limit access to qualified accounts only.

By completing the information and signing below, you understand that you are requesting that unmasked or full display of Social Security Numbers, Date of Birth and/or Driver’s License information be added or removed from the accounts indicated below.

DATA USE INFORMATION

Describe your type of business: _____

Describe why access to 5B data is insufficient and why access to full DOB and SSN is required: _____

CLEAR Subscribers: All CLEAR users will be granted access to the same type of sensitive personal information:

- ADD** to all Users on the main account listed above (including all account locations)
- REMOVE** from all Users on the account listed above

WESTLAW Subscribers: list the individual Westlaw users whose access to sensitive personal information should be modified and indicate if the access is to be added or removed (use additional pages if necessary).

Last Name	First Name	Add/Remove	IP Address

CERTIFICATIONS

In relation to access requests, by signing below you certify that: (1) unmasked sensitive data is needed, (2) all users under your account will limit use of the data to legitimate business connected with the qualified account indicated above, (3) you will maintain a comprehensive information security program, including systems, facilities, and procedures in place to safeguard the unmasked sensitive data, (4) you have experience in maintaining the confidentiality, security, and appropriate use of such information, (5) all data use will be in strict accordance with your subscription agreement.

West reserves the right to deny or discontinue access to unmasked personal information with or without notice and in its sole discretion. This Addendum is incorporated by reference into your AVC form. By signing below you certifies that you are the authorized to request the changes requested above and are an authorized signatory on this account.

AUTHORIZED REPRESENTATIVE:

Print Name: _____

Title: _____

Date: _____

Signature: _____

Once this document is completed and signed by an authorized representative, please provide it to your West Sales Consultant with a signed order or fax it to 866-294-1042 or email to west.avtcredentials@thomson.com.

All information is subject to verification and approval by West.

REQUEST FOR QUOTATION
Research and Locate
Exhibit "A" Pricing Page

	Per User Fee (Flat Rate)	Per User Fee Multiplied by Quantity (Flat Rate)	Monthly User Fee (Flat Rate)	Multiplied by Twelve (12) Months	Annual Fee (Flat Rate)
Sixty-five (65) users for Web-based research and locate portal	\$72.00	65	\$4,680.00	12	\$56,160.00
Year one (1) renewal	\$74.16	65	\$4,820.40	12	\$57,844.80
Year two (2) renewal	\$76.38	65	\$4,964.70	12	\$59,576.40
Year three (3) renewal	\$78.67	65	\$5,113.55	12	\$61,362.60
Total Bid Amount					\$234,943.80

Award will be made to the bidder with the lowest Total Bid Amount meeting all of the specifications.

West Publishing Corporation

Vendor Name

610 Opperman Drive, Eagan, Minnesota 55123

Vendor Address

See signed copy in PDF response.

Vendor Signature

john.s.nelson@tr.com

Vendor email