



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

Purchase Order

PURCHASE ORDER NO.
 LEXNEX06

PAGE
 1

BLANKET RELEASE
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CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW.

CHANGE ORDER
 3

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

INVOICE TO
 ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

RENDER TO
 *709032844 07 937-865-6800
 LEXIS NEXIS A DIVISION OF REED
 9443 SPRINGBORO PIKE
 MIAMISBURG OH 45342

SHIP TO

AGENCY COPY

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
04/09/2007		NET 30		521471842			
SHIP VIA		P.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MULT.-MULT.	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
			CHANGE ORDER #03				
	1) ADD ADDITIONAL SERVICES AS FOLLOWS:						
	- ACCURINT PHONE PLUS						
	- LNRM ACCURINT LE PLUS						
	2) CHANGE CONTACT PERSON TO:						
	MILLISSA MORRISSEY						
	PHONE: (856) 795-6228						
	EMAIL: MILISSA.MORRISSEY@LEXISNEXIS.COM						
	EFFECTIVE: APRIL 01, 2007.						
	***** NO ADDITIONAL CHANGES *****						
	PREVIOUS PO TOTAL==>					OPEN	END
	PO NET CHANGE (+)==>						

**PURCHASING DIVISION
 CERTIFIED ENCUMBERED**

APR 11 2007

Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

4/9/07

OPEN END
TOTAL

Samuel Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *JO ANN ADKINS* 304-558-8802
 PURCHASING DIVISION AUTHORIZED SIGNATURE

**GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of acceptance of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will:
[a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract is automatically null and void, and is terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

LexisNexis

6601 Park of Commerce Boulevard
Boca Raton, Florida 33487
www.lexisnexis.com
www.accurant.com

April 4, 2007

Ms. JoAnn Atkins
State of West Virginia
Procurement Department
2019 Washington Street East
Charleston, West Virginia 25305

RE: Change Order to LexisNexis West Virginia MSA

1. **Contact Person:** we would like to request that the listed contact person for the LexisNexis WV MSA reflect:
Milissa Morrissey, Account Manager, Milissa.morrissey@lexisnexis.com; (856) 795-6228
2. **Services and Pricing:** we would like to request the following services be added as line items to the existing MSA:
 - A. **Accurant Phones Plus** - provides a new alternative when traditional phone sources are not enough. This data set contains over one hundred million (100,000,000) cell and alternative phone numbers not currently found in Electronic Directory Assistance. Phones Plus is an alternative search to track down phone numbers not typically available to help locate hard-to-find subjects. This service is now available for access as a stand-alone data set within Accurant services.

Services are available as an add-on to the existing Accurant flat rate model pricing. Accurant Phones Plus access is listed at twenty-five dollars (\$25.00) per User per month.

- **Accurant Phone Plus** Search Results include:
 - Phone Numbers found
 - Indication of whether the phone can be dialed (Y/N ring tone)
 - Information regarding the carrier / location of service.

We thank you for the consideration to add the above line item service to the existing LexisNexis West Virginia Master Service Agreement (MSA).

Sincerely,



Adam

Adam Rubin
Team Leader
LexisNexis – Risk and Information Analytics Group (RIAG)
(561) 893-8089

RECEIVED
2007 APR - 5
PURCHASING
STATE OF



LexisNexis®

**APPENDIX A
State and Local Government
Accurint LE Plus**

Account Manager to complete the Schedule A:

Company Name: West Virginia Division of Motor Vehicles DBA: _____
Address: 1615 Washington St East City/State/Zip: Charleston, WV 25317-0001
Contact Name: Mr. Stephen Edens Phone: (304) 558-0890
Account Manager: Adam Rubin / Milissa Morrissey Order Number: _____

If existing customer, complete the following:

Billgroup/Account#: 1400475 / 36FF320

This Appendix A sets forth the price that the Agency shall LNRM Accurint LE Plus, as set forth in the LNRM Services Application and Agreement, to which this Appendix A is incorporated by reference.

1. Term

The effective terms of this agreement will be effective April 1, 2007 thru March 31, 2009

Commitment Period	Begin Date	End Date	Total Number of Users	Total Monthly Fees
24	April 1, 2007	March 31, 2008	4	\$740.00

2. Fees

2.1 Customer elects to have access to the following features and will pay an additional \$0.00:

- People at Work
- Advanced Person Search
- Wireless Access
- Advanced Sexual Offender
- Phones Plus

2.2 Customer elects to have access to News and will pay an additional \$35.00 per user. Additional Monthly fee will be \$0.00 per month.

2.3 Flat Rate License. The Agency agrees to pay to LexisNexis \$8,888.00 per year, payable in 12 monthly installments of \$740.00 for unlimited use of the LNRM Accurint for Law Enforcement Plus. This rate shall not include new functionalities that LexisNexis, in its sole discretion, deems not applicable to this Flat Rate License pricing. As of the date of this Appendix A, the following services are only available for an additional charge: civil and criminal court search transactions, LN News Search, MVR, Advanced Person Searches, People at Work, Wireless Access, Advanced Sexual Offender, Phones Plus, Docket Images, Delaware Corporation searches, Dun and Bradstreet reports, Satellite Images, XML, Smart Jury and Batching Services.

AGREED TO AND ACCEPTED BY:

Agency Name: West Virginia Division of Motor Vehicles

Print Name: _____

Signature: _____

Title: _____

Date: _____



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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
			RECEIPT TICKET FOR PURCHASE ORDER:			LEXNEX06	
LINE	CATNO	ITEM	NUMBER	DESCRIPTION		QTY	DATE
0001		920-20		ON-LINE LEXIS NEXIS SUBSCRIPTION SE			
		SIGNATURE _____		DATE _____			

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE