

**AGREEMENT FOR
COMPUTER SEARCH SERVICES – POLICE DEPARTMENT**

THIS AGREEMENT, made this 9th day of September 2013, is by and between the City of Fort Lauderdale, a Florida municipality, (“City”), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and LexisNexis Risk Solutions FL Inc., a Minnesota corporation authorized to transact business in the State of Florida, (“Contractor” or “Company”), whose principal address is 1000 Alderman Drive, Alpharetta, GA 30005.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively “Contract Documents”) are hereby incorporated into and made part of this Agreement:

- (1) Request for Proposal No. 135-11199, Computer Search Services, including any and all addenda, prepared by the City of Fort Lauderdale, (“RFP” or “Exhibit B”).
- (2) The Contractor’s response to the RFP, dated March 28, 2013, (“Exhibit D”).
- (3) The Contractor’s Supplemental Terms to the RFP, (“Exhibit C”).
- (4) The Contractor’s Exhibit A LN non-FCRA Application & Agreement Governmental Agencies & Law Enforcement, (“Exhibit A”)

All Contract Documents may also be collectively referred to as the “Documents.” In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement dated September 9, 2013, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit C
- E. Fifth, Exhibit B
- F. Sixth, Exhibit D

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor’s obligations and responsibilities, and is deemed to include preliminary considerations and

prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

The City agrees to the following exceptions stated in the Contractor's RFP response: Section 07 (Contract Period), Section 13 (no Exclusive Contract/Additional Services), Section 14 (Deletion of Modification of Services) and Section 21 (Sample Contract Agreement).

Contractor withdraws its exceptions to Section 08 (Cost Adjustments) and its request to append language to Section 26 (identified as 25 in the exception list) of the Contractor's Terms and Conditions for Non-FCRA Services (Entire Agreement).

III. TERM OF AGREEMENT

The initial contract period shall commence on September 9, 2013, and shall end on September 8, 2014. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses. If sufficient funds are not appropriated or allocated for payment under this Contract for any current or future fiscal period, then the City may, at its option, terminate this Contract on the last day of any calendar month, upon ten (10) days' prior written notice to Contractor, without future obligations, liabilities or penalties, except that City shall remain liable for appropriated amounts due up to the time of termination.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. In any case, the indemnification amount is limited to four (4) times the total annual contract value. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

In addition to Part 5, Section 15 of Contractor's Supplemental Terms to the RFP, Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach, if the breach is curable, within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this

Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law, except that City shall remain liable for appropriated amounts due up to the time of termination..

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein. Notwithstanding the foregoing, all Contractor data, software, and/or documents are subject to the Contractor's commercial license terms set forth in Exhibit A of the Supplemental Terms to the RFP.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to Contractor's performance under this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents related to Contractor's performance under this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all applicable requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain, during the term of this Agreement, all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or

encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such

subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in doing so the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such damages never exceeds the contract price less any amount the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of the contract price, less any amount the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed

or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

BB. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), and *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 24 Fla. L. Weekly C252 (Fla. May 6, 2013), and their progeny, this Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2012), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2012), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2012), as may be amended or revised.

CC. Public Agency Contract for Services

If applicable, for each public agency contract for services, Contractor is required to comply with F.S. 119.0701, which includes the following:

A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: 

City Manager

Approved as to form:



Senior Assistant City Attorney



ATTEST

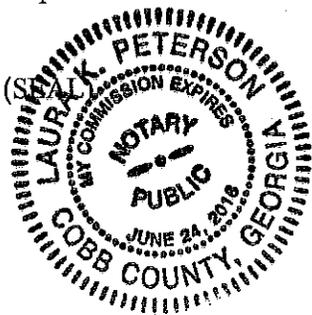
By: Meredith Sidewater
Print Name: _____
Title: Meredith Sidewater
Senior Vice President
General Counsel
(CORPORATE SEAL)

CONTRACTOR

By: [Signature]
Print Name: Rick Trainor
Title: Senior Vice President

STATE OF Georgia :
COUNTY OF Fulton :

The foregoing instrument was acknowledged before me this 19th day of September, 2013, by Rick Trainor as (title): Senior Vice President for LexisNexis Risk Solutions FL Inc., a Minnesota corporation.



Laura K. Peterson
Notary Public, State of Georgia
Laura K. Peterson

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____
Type of Identification Produced _____



Contractual Matters

**LexisNexis Risk Solutions FL Inc. and its affiliates ("Contractor" or "LN")
Supplemental Terms to the Request for Proposal ("RFP")
by the City of Fort Lauderdale Police Department ("City" or "Customer")**

RFP #: 135-11199

Title: Computer Search Services

(1) If Contractor is selected by City in connection with the RFP documents, including the City's Sample Contract Agreement, at City's request, Contractor undertakes to make good faith efforts to negotiate the contract in order to reach a fair agreement, satisfactory to both parties.

(2) Due to the nature of the origin of public record information, the public records and commercially available data sources used in reports may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. This product or service aggregates and reports data, as provided by the public records and commercially available data sources, and is not the source of the data, nor is it a comprehensive compilation of the data.

(3) For the provision of all Non-FCRA Services proposed hereunder, the following shall apply: These services are not provided by "consumer reporting agencies," as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports," as that term is defined under the FCRA. Accordingly, such services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another permissible purpose under the FCRA. Should City require services for any FCRA purposes, Contractor will be happy to propose those services and terms for use of those services upon City's request.

(4) With the exception of a demo or a pilot providing depersonalized, aggregated data, Contractor requires City's certification, in writing, to its permissible use(s) of Contractor supplied services, completion of a separate contract form, and acceptance of certain terms and conditions prior to the provision of any data to City.

EXCEPTIONS TO THE RFP

Part III. Special Conditions

Section 07 (Contract Period)

Contractor requests that the following be appended to this section:

"The terms and conditions of the Contract shall govern the provision of the Services during such extension period."

Section 13 (No Exclusive Contract/Additional Services)

Contractor requests that the following be appended to this section:

"It is understood that each participating agency shall have to certify, in writing, to its permissible use(s) of the Contractor supplied services, and in some instances, complete a separate contract form at the time at which such participating agency contracts for services with Contractor."

Section 14 (Deletion of Modification of Services)

Contractor requests that the word "Contract" in the first sentence be replaced with "...Services provided under this Contract..."

Section 21 (Sample Contract Agreement)

If Contractor is selected by City in connection with the RFP documents, including the City's Sample Contract Agreement (the "City Contract"), at City's request, Contractor undertakes to make good faith efforts to negotiate the contract in order to reach a fair agreement, satisfactory to both parties. Contractor's Supplemental Terms to the RFP shall be incorporated into and made part of the City Contract.

Contractor's Terms and Conditions for Non-FCRA Services

As supplied in the LexisNexis Non-FCRA Application & Agreement Government Agencies and Law Enforcement, attached hereto as Exhibit A, with the following revisions:

26. ENTIRE AGREEMENT

Contractor requests that the following be appended to this section:

This Agreement consists of the following documents:

- a. the City Contract,
- b. Contractor's Non-FCRA Application & Agreement Government Agencies and Law Enforcement and LN FCRA Application & Agreement - For Existing Non-FCRA Government Agency Customers, attached hereto as Exhibit A,
- c. Contractor's "Supplemental Terms to the RFP" document
- d. Contractor's response to the RFP (exclusive of a and b)
- e. City's Terms and Conditions

Exhibit A

LN Non-FCRA Application & Agreement Government Agencies & Law Enforcement

LexisNexis Risk Solutions FL Inc. and its Affiliates (collectively or individually "LN") provide various Non-FCRA products and services (the "LN Services"). The information submitted on this Application and Agreement ("Agreement") will be used to determine the Customer's (as defined below) eligibility for accessing the LN Services. LN reserves the right to reject this Agreement without reason or for any reason whatsoever, without recourse against LN, or any of its employees, officers, directors, agents, affiliates, or other designees. Additionally, Customer hereby authorizes LN to independently verify the information provided herein and perform research about the individuals identified herein. "Affiliates" are those affiliates of LexisNexis Risk Solutions FL Inc. that provide LN Services pursuant to this Agreement.

PART 1 - CUSTOMER INFORMATION (This section must be filled out entirely)

SECTION A: AGENCY INFORMATION ("Customer") (P.O. Boxes and Maildrop Addresses Cannot be Used)

Agency Name (Full Legal Name)

REQUIRED

Physical

Address*

Cit

y

Main

Agency

Phone

Fa

Web Address

Number*

CITY OF FORT LAUDERDALE

1300 W. BROWARD BLVD, FORT LAUDERDALE, FL

33312

State

Zip

954-828-5700x

WWW.FLPPD.ORG

* Physical location where information will be used. Phone number must be Main number/Switchboard number at this location.

If located at the above address less than six (6) months, provide most recent prior address below:

Physical

Address

Cit

State

Zip

y

IP Address**

207.203.30.2

IP Address Range**

From

To

** If you do not know your company's IP address(es): Contact your network administration OR log onto https://www.whatismyIP.com

SECTION B: CUSTOMER ADMINISTRATOR* OR MAIN CONTACT INFORMATION

Last

Name

DEW

First Name

MICHAEL

Middle

Initial

Title

LIEUTENANT

Telephone

954-828-5345

Email

Address

MDEW@FORTLAUDERDALE.GOV

Admin IP Address

* Required only for local and municipal agencies - For credentialing purposes, each Customer Administrator must provide two (2) of the three (3) following pieces of identified information.

1. First five (5) digits of your Social Security Number

2. Full date of birth

3. Home address 3113 NW. 109 AVE., SUWRSSE, FL 33351

ADDITIONAL CUSTOMER ADMINISTRATOR* OR MAIN CONTACT INFORMATION (Optional)

Last

Name

FALZONE

First

Name

LYNNETTE

Middle

Initial

Title

LIEUTENANT

Telephone

954-828-5523

Email

Address

LFALZONE@FORTLAUDERDALE.GOV

Admin IP Address

* Required only for local and municipal agencies - For credentialing purposes, each Customer Administrator must provide two

(2) of the three (3) following pieces of identified information.

1. First five (5) digits of your Social Security

Number

2. Full date of birth

3. Home address 8111 SEVRN DR., BOCA RATON, FL 33433

PART 2 - CREDENTIALING

SECTION A: CUSTOMER SECURITY CERTIFICATION

Customer certifies that the Customer has not been the subject of any proceeding regarding any trust-related matter including, but not limited to, fraud, counterfeiting, identity theft and the like, and that Customer has not been the subject of any civil, criminal or regulatory matter that would create an enhanced security risk to LN or its data, including, but not limited to, any matter involving potential violations of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801, et seq.) and its implementing regulations (collectively, "GLBA"), the Driver's Privacy Protection Act (18 U.S.C. § 2721, et seq.) and related state laws (collectively, the "DPPA"), the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA"), the Fair Debt Collection Practices Act (15 U.S.C. § 1692-1692p) ("FDCPA") or any other similar legal or regulatory guidelines. If any such matter has occurred, Customer shall attach a signed statement, along with all relevant supporting documentation, providing all details of this matter prior to execution of this Agreement.

SECTION B: VENDOR REFERENCE RELEASE - Required only for local and municipal agencies.

Please list at least one (1) current Business to Business Vendor Reference. This section is optional, but if it is not completed and LN is not able to complete its credentialing process, LN reserves the right to re-request this information prior to account activation. Such re-request will result in processing delays.

Company Name	_____	Contact	_____
Address	_____		
City	_____	State	Zip
		e	
Phone	_____	Fax	_____
Email	_____	Account Number	(if applicable)

Company Name	_____	Contact	_____
Address	_____		
City	_____	State	Zip
		e	
Phone	_____	Fax	_____
Email	_____	Account Number	(if applicable)

SECTION C: AGENCY INFORMATION (select one)

- Federal Government
 Federal Law Enforcement
 State Government
 State Law Enforcement
 Local/Municipal Government
 Local/Municipal Law Enforcement

SECTION D: PURPOSE OF USE

Describe INVESTIGATIONS, CRIMINAL

SECTION E: ACCESS (select all that apply)

- Server (system to system)
 Internet/PC
 Fax
 Phone
 Other

SECTION F: SITE VISIT INFORMATION

A site visit will be required for local and municipal agencies. Site visits may be required for any other Customer. Should a site visit be required, Customer agrees to authorize the site visit, cooperate in the site visit, and to pay the site visit charges as

stated in the Schedule(s) A to this Agreement. Site visits are conducted for LN by an approved third-party. Please indicate if the appropriate contact is different than the contact listed in Part 1, Section B.

Site Visit LT. DEW OR LT. FALZONE Contact Phone 954-828-5345 OR 954-828-5323
Contact Email MDEW@FORTLAUDERDALE.GOV OR LFALZONE@FORTLAUDERDALE.GOV

PART 3 - BILLING INFORMATION

SECTION A: CREDIT CARD INFORMATION (If you choose to be billed on a credit card, fill out this portion and proceed to Part 3, Section C. If you choose to be billed directly, skip Part 3, Section A and proceed to Part 3, Section B). LN accepts MasterCard, Visa, and American Express. For security and authentication purposes, LN requires the account holder to provide the address to which the credit card company mails the monthly statement.

Cardholder Name N/A
Credit Card Statement Address
City _____ State _____ Zip _____
Card Type: Master Card Visa American Express

Card Number _____ Expiration (MM/YY) _____

If I have elected to be credit card billed, I hereby authorize LN to bill this credit card for the charges incurred for use of LN Services. Additionally, I hereby agree that, if the credit card company refuses to pay LN for such charges incurred, the Customer shall be responsible for the payment of such charges. *If credit card billing is elected, the below signatory must be the credit card holder.*

Credit Card Billing Signature: _____
Print Name _____
Title _____
Dated _____ (mm/dd/yy)

SECTION B: DIRECT BILLING INFORMATION

By submitting this direct billing application, Customer certifies that the individual whose name appears below is authorized to apply for credit on behalf of the Customer named in this Agreement. Customer certifies that the information provided relating to this credit application is true and complete. Customer hereby grants LN permission to verify the credit information provided herein.

BILLING CONTACT

Last Name PEREZ First Name DAFNE Title BUDGET COORDINATOR
Telephone 954-828-5633 Email Address MPEREZ@FORTLAUDERDALE.GOV
Billing Address 1300 W. BROWARD BLVD.
City FORT LAUDERDALE State FL Zip 33312

SECTION C: ADDITIONAL BILLING INFORMATION

Require a P.O. Number on Invoice? No Yes If Yes, provide P.O. Number _____
Sales Tax Exempt No Yes If Yes, provide proof of exemption.

PART 4 - PERMISSIBLE USE CERTIFICATIONS

Law Enforcement Agencies Only: Review and, if appropriate, certify to the following:

Customer represents and warrants that it will use the LN Services solely for law enforcement purposes, which comply with applicable privacy laws including, but not limited to the GLBA and the DPPA. To certify, check here: Proceed to Part 4, Section C.

SECTION A: GLBA EXCEPTION/PERMISSIBLE PURPOSE – NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display nonpublic personal information that is governed by the privacy provisions of the GLBA. Customer certifies it has the permissible purposes under the GLBA to use and/or obtain such information, as marked below, and Customer further certifies it will use such information obtained from LN Services only for such purpose(s) selected below or, if applicable, for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

(At least one (1) must be checked to be permitted access to GLBA data)

<input type="checkbox"/>	No applicable GLBA exception/permissible use.
<input type="checkbox"/>	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
<input type="checkbox"/>	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications.
<input type="checkbox"/>	To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
<input type="checkbox"/>	In required institutional risk control programs.
<input type="checkbox"/>	In resolving consumer disputes or inquiries.
<input type="checkbox"/>	Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
<input type="checkbox"/>	Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
<input type="checkbox"/>	In complying with federal, state, or local laws, rules, and other applicable legal requirements.
<input checked="" type="checkbox"/>	To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies (including a Federal functional regulator, the Secretary of Treasury, a State insurance authority, or the Federal Trade Commission), self-regulatory organizations, or for an investigation on a matter related to public safety.

SECTION B: DPPA PERMISSIBLE USES – NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display personal information, the use of which is governed by the DPPA. Customer certifies it has a permissible use under the DPPA to use and/or obtain such information and Customer further certifies it will use such information obtained from LN Services only for one (1) or more of the purposes selected below or for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

(At least one (1) must be checked to be permitted access to DPPA data)

<input type="checkbox"/>	No permissible use.
<input type="checkbox"/>	For use in connection with any civil, criminal, administrative, or arbitral proceeding in any federal, state, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
<input type="checkbox"/>	For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only— (A) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and (B) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
<input checked="" type="checkbox"/>	Use by a government agency, but only in carrying out its functions.
<input type="checkbox"/>	Use by any person acting on behalf of a government agency, but only in carrying out the agency's functions.
<input type="checkbox"/>	Use by an insurer (or its agent) in connection with claims investigation activities or antifraud activities.
<input type="checkbox"/>	In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).
<input type="checkbox"/>	Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code.
<input type="checkbox"/>	For use in providing notice to the owners of towed or impounded vehicles.
<input type="checkbox"/>	For use in connection with the operation of private toll transportation facilities.

With regard to the information that is subject to the DPPA, some state laws' permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above

and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will use the information described in Sections A and B of this Part 4 only in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

SECTION C: QUALIFIED ACCESS

Certain users ("Authorized Users") may be able to obtain full social security numbers (nine (9) digits) and driver's license numbers (collectively, "QA Data"), when appropriate, through some LN Services. Only those users that are within the Authorized User List below, and that use QA Data for an Authorized Use identified below, may qualify. To potentially qualify as an Authorized User, Customer must certify that its business is within the Authorized User List below and its use of QA Data is within the Authorized Use List below.

- Customer is **NOT** requesting access to QA Data (proceed to Part 5).
- Customer is requesting access to QA Data. Complete the sections below.

What department will be using QA Data?

FORT LAUDERDALE POLICE DEPARTMENT

SOCIAL SECURITY NUMBERS

1. AUTHORIZED USER (At least one (1) must be checked to receive Social Security Numbers)

<input type="checkbox"/>	Not an authorized user.
<input checked="" type="checkbox"/>	Federal, state or local government agency with law enforcement responsibilities.
<input type="checkbox"/>	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
<input type="checkbox"/>	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
<input type="checkbox"/>	Collection department of a creditor.
<input type="checkbox"/>	Collection company acting on behalf of a creditor or on its own behalf.
<input type="checkbox"/>	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Social Security Numbers)

<input type="checkbox"/>	No authorized use.
<input checked="" type="checkbox"/>	Location of suspects or criminals.
<input type="checkbox"/>	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
<input type="checkbox"/>	Location of individuals alleged to have failed to pay taxes or other lawful debts.
<input checked="" type="checkbox"/>	Identity verification.
<input type="checkbox"/>	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Social Security Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

DRIVER'S LICENSE NUMBERS

1. AUTHORIZED USER (At least one (1) must be checked to receive Driver's License Numbers)

<input type="checkbox"/>	Not an authorized user.
<input checked="" type="checkbox"/>	Federal, state or local government agency with law enforcement responsibilities.
<input type="checkbox"/>	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
<input type="checkbox"/>	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
<input type="checkbox"/>	Collection department of a creditor.

<input type="checkbox"/>	Collection company acting on behalf of a creditor or on its own behalf.
<input type="checkbox"/>	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:
2. AUTHORIZED USE (At least one (1) must be checked to receive Driver's License Numbers)	
<input type="checkbox"/>	No authorized use.
<input checked="" type="checkbox"/>	Location of suspects or criminals.
<input type="checkbox"/>	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
<input type="checkbox"/>	Location of individuals alleged to have failed to pay taxes or other lawful debts.
<input checked="" type="checkbox"/>	Identity verification.
<input type="checkbox"/>	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Driver's License Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

PART 5 - TERMS AND CONDITIONS

1. **SCOPE OF SERVICES.** LN agrees to provide the LN Services described in a Purchase Order or Schedule A to this Agreement to Customer, subject to the terms and conditions herein. This Agreement shall encompass any and all delivery methods provided to Customer for the LN Services, including, but not limited to, online, batch, XML, assisted searching, machine-to-machine searches, and any other means which may become available.

2. **RESTRICTED LICENSE.** LN hereby grants to Customer a restricted license to use the LN Services and any data contained therein, subject to the restrictions and limitations set forth below:

(i) Generally. LN hereby grants to Customer a restricted license to use the LN Services solely for Customer's own internal business or government purposes. Customer represents and warrants that all of Customer's use of the LN Services shall be for only legitimate business or government purposes, including those specified by Customer in connection with a specific information request, and as otherwise governed by the Agreement. Customer shall not use the LN Services for marketing purposes or resell or broker the LN Services to any third-party, and shall not use the LN Services for personal (non-business or non-government) purposes. Customer shall not use the LN Services to provide data processing services to third-parties or evaluate data for third-parties or, without LN's consent, to compare the LN Services against a third party's data processing services. Customer agrees that, if LN determines or reasonably suspects that continued provision of LN Services to Customer entails a potential security risk, or that Customer is in violation of any provision of this Agreement or law, LN may take immediate action, including, without limitation, terminating the delivery of, and the license to use, the LN Services. Customer shall not access the LN Services from Internet Protocol addresses located outside of the United States and its territories without LN's prior written approval. Customer may not use the LN Services to create a competing product. Customer shall comply with all laws, regulations and rules which govern the use of the LN Services and information provided therein. LN may at any time mask or cease to provide Customer access to any LN Services or portions thereof which LN may deem, in LN's sole discretion, to be sensitive or restricted information.

(ii) **GLBA Data.** Some of the information contained in the LN Services is "nonpublic personal information," as defined in the Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "GLBA"), and is regulated by the GLBA ("GLBA Data"). Customer shall not obtain and/or use GLBA Data through the LN Services in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. Customer acknowledges and agrees that it may be required to certify its permissible use of GLBA Data falling within an exception set forth in the GLBA at the time it requests information in connection with certain LN Services and will recertify upon request by LN. Customer certifies with respect to GLBA Data received through the LN Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

(iii) **DPPA Data.** Some of the information contained in the LN Services is "personal information," as defined in the Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA"), and is regulated by the DPPA ("DPPA Data"). Customer shall not obtain and/or use DPPA Data through the LN Services in any manner that would violate the DPPA. Customer acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain LN Services and will recertify upon request by LN.

(iv) **Social Security and Driver's License Numbers.** LN may in its sole discretion permit Customer to access QA Data (as previously defined). If Customer is authorized by LN to receive QA Data, and Customer obtains QA Data through the

LN Services, Customer certifies it will not use the QA Data for any purpose other than as expressly authorized by LN policies, the terms and conditions herein, and applicable laws and regulations. In addition to the restrictions on distribution otherwise set forth in Paragraph 3 below, Customer agrees that it will not permit QA Data obtained through the LN Services to be used by an employee or contractor that is not an Authorized User with an Authorized Use. Customer agrees it will certify, in writing, its uses for QA Data and recertify upon request by LN. Customer may not, to the extent permitted by the terms of this Agreement, transfer QA Data via email or ftp without LN's prior written consent. However, Customer shall be permitted to transfer such information without LN's prior written consent so long as: 1) a secured method (for example, sftp) is used, 2) transfer is not to any third-party, and 3) such transfer is limited to such use as permitted under this Agreement. LN may at any time and for any or no reason cease to provide or limit the provision of QA Data to Customer.

(v) **Copyrighted and Trademarked Materials.** Customer shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the LN Services.

(vi) **Additional Terms.** To the extent that the LN Services accessed by Customer include information or data described in the Risk Supplemental Terms contained at the following website: www.lexisnexis.com/terms/risksupp/, Customer agrees to comply with the Risk Supplemental Terms set forth therein except any term or condition that purports to require Customer to indemnify any person or entity. Additionally, certain other information contained within the LN Services is subject to additional obligations and restrictions. These services include, without limitation, news, business information, and federal legislative and regulatory materials. To the extent that Customer receives such information through the LN Services, Customer agrees to comply with the Terms and Conditions contained at the following website: www.lexisnexis.com/terms/general (the "L&P Terms") except any term or condition that purports to require Customer to indemnify any person or entity. The Risk Supplemental Terms and the L&P Terms are hereby incorporated into this Agreement by reference. In the event of a direct conflict between this Agreement, the Risk Supplemental Terms, and the L&P Terms, the order of precedence shall be as follows: this Agreement, the Risk Supplemental Terms and then the L&P Terms.

(vii) **Fair Credit Reporting Act.** The LN Services provided pursuant to this Agreement are not provided by "consumer reporting agencies," as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports," as that term is defined under the FCRA. Accordingly, LN Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another permissible purpose under the FCRA. Further, (A) Customer certifies that it will not use any of the information it receives through the LN Services for eligibility determinations for any of the following purposes: (1) in connection with establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes or in connection with the review or collection of a credit account of a consumer; (2) for employment purposes; (3) in connection with a determination of a consumer's eligibility for a license or other benefit granted by a government agency; (4) as a potential investor or servicer, or current insurer, in connection with a valuation of, or assessment of credit or prepayment risks associated with, an existing credit obligation; or (5) eligibility for any other purpose deemed to be a permissible purpose under the FCRA or any similar state statute; (B) by way of clarification, Customer may use, except as otherwise prohibited or limited by this Agreement, information received through the LN Services for the following purposes: (1) to verify or authenticate an individual's identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; or (5) to decide whether to buy or sell consumer indebtedness in a commercial transaction; (C) specifically, if Customer is using the LN Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third-party, Customer shall not use the LN Services (1) to revoke consumer credit; (2) to set or change repayment terms; or (3) for the purpose of determining a consumer's eligibility for any repayment plan; provided, however, that Customer may, consistent with the certification and limitations set forth in this section (viii), use the LN Services for identifying, locating, or contacting a consumer in connection with the collection of a consumer's debt or for prioritizing collection activities; and (D) *Customer shall not use any of the information it receives through the LN Services to take any "adverse action," as that term is defined in the FCRA.*

(viii) **MVR Data.** If Customer is permitted to access Motor Vehicle Records ("MVR Data") from LN, without in any way limiting Customer's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:

- (a) Customer shall not use any MVR Data provided by LN, or portions of information contained therein, to create or update a file that Customer uses to develop its own source of driving history information.
- (b) As requested by LN, Customer shall complete any state forms that LN is legally or contractually bound to obtain from Customer before providing Customer with MVR Data.
- (c) LN (and certain Third-Party vendors) may conduct reasonable and periodic audits of Customer's use of MVR Data. In response to any such audit, Customer must be able to substantiate the reason for each MVR Data order.

(ix) HIPAA. Customer represents and warrants that Customer will not provide LN with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the parties.

(x) Retention of Records. For uses of GLB Data, DPPA Data and MVR Data, as described in Sections 2(ii), 2(iii) and 2(viii), Customer shall maintain for a period of five (5) years a complete and accurate record (including consumer identity, purpose and, if applicable, consumer authorization) pertaining to every access to such data.

3. **SECURITY.** Customer acknowledges that the information available through the LN Services may include personally identifiable information and, to the extent it is confidential pursuant to Florida law, it is Customer's obligation to keep all such accessed information confidential and secure. Accordingly, Customer shall (a) restrict access to LN Services to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall (i) obtain and/or use any information from the LN Services for personal reasons, or (ii) transfer any information received through the LN Services to any party except as permitted hereunder or as provided by law; (c) to the extent confidential pursuant to Florida law, keep all user identification numbers, and related passwords, or other security measures (collectively, "User IDs") confidential and prohibit the sharing of User IDs; (d) immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (e) in addition to any obligations under Paragraph 2, take all commercially reasonable measures to prevent unauthorized access to, or use of, the LN Services or, to the extent confidential pursuant to Florida law, data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) consistent with Florida law and corresponding records retention schedules, maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through LN Services as it is being disposed; (g) to the extent consistent with Florida law, purge all information received through the LN Services within ninety (90) days of initial receipt; provided that Customer may extend such period if and solely to the extent such information is retained thereafter in archival form to provide documentary support required for Customer's legal or regulatory compliance efforts; (h) be capable of receiving the LN Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by LN; (i) not access and/or use the LN Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by LN; (j) take all steps to protect their networks and computer environments, or those used to access the LN Services, from compromise; (k) on at least a quarterly basis review searches performed by its User IDs to ensure that such searches were performed for a legitimate business purpose and in compliance with all terms and conditions herein and (l) maintain policies and procedures to prevent unauthorized use of User IDs and the LN Services. Customer will immediately notify LN, by written notification to the LN Privacy, Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375), if Customer suspects, has reason to believe or confirms that a User ID or the LN Services (or data derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose contrary to the terms and conditions herein. Furthermore, in the event that the LN Services provided to the Customer include personally identifiable information (including, but not limited to, social security numbers, driver's license numbers or dates of birth), the following shall apply: Customer acknowledges that, upon unauthorized acquisition or access of or to such personally identifiable information, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use (a "Security Event"), Customer shall, to the extent required by law, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred, and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required by law. Customer shall be solely responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Security Event. In the event of a Security Event, LN may, in its sole discretion, take immediate action, including suspension or termination of Customer's account.

4. **PERFORMANCE.** LN will use commercially reasonable efforts to deliver the LN Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the LN Services; provided, however, that the Customer accepts all information "AS IS". Customer acknowledges and agrees that LN obtains its data from third party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on LN for the accuracy or completeness of information supplied through the LN Services. Without limiting the foregoing, the criminal record data that may be provided as part of the LN Services may include records that have been expunged, sealed, or otherwise have become inaccessible to the public since the date on which the data was last updated or collected. Customer understands that Customer may be restricted from accessing certain LN Services which may be otherwise available. LN reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the LN Services. In the event that LN discontinues a material portion of the materials and features that Customer regularly uses in the ordinary course of its business, and such materials and features are part of a flat fee subscription plan to which Customer has subscribed, LN will, at Customer's option, issue a prorated credit to Customer's account.

5. **PRICING SCHEDULES.** Upon acceptance by the LN Affiliate(s) set forth on an applicable Purchase Order or Schedule A (hereinafter "Schedule(s) A"), such LN Affiliate(s) shall provide the LN Services requested by Customer and set forth in one (1) or more Schedules A attached hereto or subsequently incorporated by reference, for the fees listed on such purchase orders or schedules. All current and future pricing documents and Schedule(s) A are deemed incorporated herein by reference.

6. **INTELLECTUAL PROPERTY; CONFIDENTIALITY.** Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the LN Services' information, programs or computer applications. Customer acknowledges that LN (and/or its third party data providers) shall retain all right, title, and interest under applicable contractual, copyright, patent, trademark, Trade Secret and related laws in and to the LN Services and the data and information that they provide. Customer shall use such materials in a manner consistent with the terms and conditions herein, and shall notify LN of any threatened or actual infringement of LN's rights. Customer and LN acknowledge that they each may have access to confidential information of the disclosing party ("Disclosing Party") relating to the Disclosing Party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined below) and other information (whether written or oral), and in the case of LN's information, product development plans, forecasts, and other business information (to the extent confidential pursuant to Florida law, "Confidential Information"). Confidential Information shall not include information that: (i) is or becomes (through no improper action or inaction by the Receiving Party (as defined below)) generally known to the public; (ii) was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; (iii) was lawfully disclosed to Receiving Party by a third-party and received in good faith and without any duty of confidentiality by the Receiving Party; or (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such Confidential Information. "Trade Secret" is as defined in Subsection 812.081(1)(c), Florida Statutes (2012), as may be amended or revised. Each receiving party ("Receiving Party") agrees not to divulge any Confidential Information to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the Receiving Party shall give the Disclosing party prompt written notice of such subpoena, court order or other governmental authority. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information. Each party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years thereafter, provided however, that with respect Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret. Notwithstanding the foregoing, if Customer is bound by the Freedom of Information Act, 5 U.S.C. 552, or other federal, state, or municipal open records laws or regulations which may require disclosure of information, and disclosure thereunder is requested, Customer agrees that it shall notify LN in writing prior to any disclosure.

7. **PAYMENT OF FEES.** Customer shall be responsible for payment for all services ordered by Customer. Customer shall pay to LN the fees incurred for the use of the LN Services, and Customer agrees that it may be electronically invoiced for those fees. Payments shall be received within forty-five (45) days of the invoice date after receipt of an invoice acceptable to Customer, in accordance with the Florida Local Government Prompt Payment Act. Any balance not timely paid will accrue interest in accordance with the Florida Local Government Prompt Payment Act.

8. **APPROPRIATION OF FUNDS.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any current or future fiscal period, then Customer may, at its option, terminate this Agreement on the last day of any calendar month, upon ten (10) days prior written notice to LN, without future obligations, liabilities or penalties, except that Customer shall remain liable for amounts due up to the time of termination. In addition, Customer shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the next fiscal year.

9. **TERM OF AGREEMENT.** This Agreement is for services rendered and shall be in full force and effect during such periods of time during which LN is providing services for Customer (the "Term"); provided, however, that any term provided on a Schedule A (the "Schedule A Term") shall apply to the LN Services provided under such Schedule A until the expiration of that Schedule A Term or earlier termination pursuant to this Agreement. Upon expiration of any Schedule A Term, this Agreement shall continue in effect for so long as LN is providing services for Customer.

10. **TERMINATION.** Except where a Schedule A provides for a Schedule A Term or otherwise sets forth Customer's minimum financial commitment, either party may terminate this Agreement at any time for any reason.

11. **GOVERNING LAW.** In the event that Customer is a government agency, this Agreement shall be governed by and construed in accordance with the municipal, state, or federal law(s) applicable to such agency, without effect to conflicts of law principles. Venue for any lawsuit by either party against the other party or otherwise arising out of this agreement, and for any other legal proceeding, shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

12. **ASSIGNMENT.** Neither this Agreement nor the license granted herein may be assigned by either party, in whole or in part, without the prior written consent of the other party. An assignment includes without limitation the dissolution, merger, consolidation, reorganization, sale or other transfer of assets, properties, or controlling interest of twenty percent (20%) or more. Any assignment without the prior written consent of the other party shall be void.

13. **DISCLAIMER OF WARRANTIES.** LN (FOR PURPOSES OF WARRANTIES, DISCLAIMERS, AND LIMITATIONS ON LIABILITY, LN, ITS SUBSIDIARIES AND AFFILIATES, AND ITS DATA PROVIDERS ARE COLLECTIVELY REFERRED TO AS "LN") DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LN SERVICES. LN DOES NOT WARRANT THE CORRECTNESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LN SERVICES OR INFORMATION PROVIDED THEREIN. Due to the nature of public record information, the public records and commercially available data sources used in the LN Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. LN Services are not the source of data, nor are they a comprehensive compilation of the data. Before relying on any data, it should be independently verified.

14. **LIMITATION OF LIABILITY** Customer agrees that LN's aggregate liability for any and all losses or injuries arising out of any act or omission of LN in connection with anything to be done or furnished under this Agreement, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed One Hundred Dollars (\$100.00); and Customer covenants and promises that it will not sue LN for an amount greater than such sum even if Customer and/or third-parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against LN. **IN NO EVENT SHALL LN BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION DELIVERED HEREUNDER OR THE UNAVAILABILITY THEREOF.**

15. **INDEMNIFICATION.** LN hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in connection with any third-party claim that the LN Services or data contained therein, when used in accordance with this Agreement, infringe a United States patent or United States registered copyright, subject to the following: (i) Customer must promptly give written notice of any claim to LN; (ii) Customer must provide any assistance which LN may reasonably request for the defense of the claim (with reasonable out of pocket expenses paid by LN); and (iii) LN has the right to control the defense or settlement of the claim; provided, however, that the Customer shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense. Notwithstanding the foregoing, LN will not have any duty to indemnify, defend or hold harmless Customer with respect to any claim of infringement resulting from (1) Customer's use of the LN Services in a manner inconsistent with this Agreement; (2) Customer's failure to use any corrections made available by LN; or (3) Customer's use of the LN Services in combination with any product or information not provided or authorized in writing by LN. If an injunction or order is issued restricting the use or distribution of any part of the LN Services, or if LN determines that any part of the LN Services is likely to become the subject of a claim of infringement or violation of any proprietary right of any third-party, LN may in its sole discretion and at its option (A) procure for Customer the right to continue using the LN Services; (B) replace or modify the LN Services so that they become non-infringing, provided such modification or replacement does not materially alter or affect the use or operation of the LN Services; or (C) terminate this Agreement and refund any fees relating to the future use of the LN Services. The foregoing remedies constitute Customer's sole and exclusive remedies and LN's entire liability with respect to infringement claims or actions.

16. **SURVIVAL OF AGREEMENT.** Provisions hereof related to release of claims; indemnification; use and protection of information, data and LN Services; payment for the LN Services; audit; LN's use and ownership of Customer's search inquiry data; disclaimer of warranties and other disclaimers; security; customer data and governing law shall survive any termination of the license to use the LN Services.

17. **AUDIT.** Customer understands and agrees that, in order to ensure compliance with the FCRA, GLBA, DPPA, other similar state or federal laws, regulations or rules, regulatory agency requirements of this Agreement, LN's obligations under its contracts with its data providers, and LN's internal policies, LN may conduct periodic reviews of Customer's use of the LN Services and may, upon reasonable notice, audit Customer's records, processes and

procedures related to Customer's use, storage and disposal of LN Services and information received therefrom. Customer agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by LN will be subject to immediate action including, but not limited to, suspension or termination of the license to use the LN Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

18. **EMPLOYEE TRAINING.** Customer shall train new employees prior to allowing access to LN Services on Customer's obligations under this Agreement, including, but not limited to, the licensing requirements and restrictions under Paragraph 2, the security requirements of Paragraph 3 and the privacy requirements in Paragraph 23. Customer shall conduct a similar review of its obligations under this Agreement with existing employees who have access to LN Services no less than annually. Customer shall keep records of such training.

19. **TAXES.** The charges for all LN Services are exclusive of any state, local, or otherwise applicable sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Customer's account.

20. **CUSTOMER CHANGES.** Customer shall notify LN immediately of any changes to the information on Customer's Application for the LN Services, and, if at any time Customer no longer meets LN's criteria for providing such service, LN may terminate this Agreement. Customer is required to promptly notify LN of a change in ownership of Customer, any change in the name of Customer, and/or any change in the physical address of Customer.

21. **RELATIONSHIP OF PARTIES.** None of the parties shall, at any time, represent that it is the authorized agent or representative of the other. LN's relationship to Customer in the performance of services pursuant to this Agreement is that of an independent contractor.

22. **CHANGE IN AGREEMENT.** By receipt of the LN Services, Customer agrees to, and shall comply with, changes to the restricted license granted to Customer hereunder and as LN shall make from time to time by notice to Customer with at least 60 days' notice. Notices to Customer will be provided via written communication. All e-mail notifications shall be sent to the individual named in the Customer Administrator Contact Information section, unless stated otherwise in this Agreement. The Customer may terminate this Agreement at any time during the sixty-day notice period via written notice to LN if the Customer does not agree with the changes. LN may, at any time, impose restrictions and/or prohibitions on the Customer's use of the LN Services or certain data pursuant to a change in law or regulation. Upon written notification by LN of such restrictions, Customer agrees to comply with such restrictions.

23. **PRIVACY PRINCIPLES.** With respect to personally identifiable information regarding consumers, the parties further agree as follows: LN has adopted the "LN Data Privacy Principles" ("Principles"), which may be modified from time to time, recognizing the importance of appropriate privacy protections for consumer data, and Customer agrees that Customer (including its directors, officers, employees or agents) will comply with the Principles or Customer's own comparable privacy principles, policies, or practices. The Principles are available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>.

24. [Reserved.]

25. **FORCE MAJEURE.** The parties will not incur any liability to each other or to any other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without the negligence of, the parties. Such events, occurrences, or causes include, without limitation, acts of God, telecommunications outages, Internet outages, power outages, any irregularity in the announcing or posting of updated data files by the applicable agency, strikes, lockouts, riots, acts of war, floods, earthquakes, fires, and explosions.

26. **ENTIRE AGREEMENT.** Except as otherwise provided herein, this Agreement constitutes the final written agreement and understanding of the parties and is intended as a complete and exclusive statement of the terms of the agreement, which shall supersede all other representations, agreements, and understandings, whether oral or written, which relate to the use of the LN Services and all matters within the scope of this Agreement. Without limiting the foregoing, the provisions related to confidentiality and exchange of information contained in this Agreement shall, with respect to the LN Services and all matters within the scope of this Agreement, supersede any separate non-disclosure agreement that is or may in the future be entered into by the parties hereto. Any additional, supplementary or conflicting terms supplied by the Customer, including those contained in purchase orders or confirmations issued by the Customer, are specifically and expressly rejected by LN unless LN expressly agrees to them in a signed writing specifically including those new, other, or different terms. The terms contained herein shall control and govern in the event of a conflict between

these terms and any new, other, or different terms in any other writing. This Agreement can be executed in counterparts and faxed or electronic signatures will be deemed originals.

27. **MISCELLANEOUS.** If any provision of this Agreement or any exhibit shall be held by a court of competent jurisdiction to be contrary to law, invalid or otherwise unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and in any event the remaining provisions of this Agreement shall remain in full force and effect. The headings in this Agreement are inserted for reference and convenience only and shall not enter into the interpretation hereof.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am authorized to execute this Agreement on behalf of the Customer listed above and that I have direct knowledge of the facts stated above.

CUSTOMER

Signature



Print Name

Lee E. Selzman

Title

City Manager

Dated

9-9-13

(mm/dd/yy)

- For the extension of credit to the consumer in connection with a credit transaction involving the consumer in accordance with 15 U.S.C. Sec. 1681(b)(a)(3)(A).
- For the review of an account of the consumer in connection with a credit transaction involving the consumer in accordance with 15 U.S.C. Sec. 1681(b)(a)(3)(A).
- For the collection of an account of the consumer in connection with a credit transaction involving the consumer in accordance with 15 U.S.C. Sec. 1681(b)(a)(3)(A).
- With express written instructions of the consumer for reasons other than an employment purpose in accordance with FCRA Section 15 U.S.C. Sec. 1681(b)(a)(2).

If you have selected "with express written instructions of the consumer" above, please specify intended use:

CREDIT INVESTMENT

3. The Federal Fair Credit Reporting Act imposes criminal penalties – including a fine, up to two years in prison, or both – against anyone who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses, and other penalties for anyone who obtains such consumer information without a permissible purpose.

This certification supersedes any pre-dated certifications.

To the extent the LN Services use and/or display (i) personal information, the use of which is governed by the Driver's Privacy Protection Act (18 U.S.C. § 2721, et seq.) and related state laws, or (ii) full social security numbers (nine (9) digits) or driver's license numbers, then the contents of Part 4, Sections B, and C, respectively, of the Non-FCRA Agreement apply to use of such information and are hereby incorporated by reference and made a part hereof. Customer hereby reaffirms Customer's certifications contained in Part 4, Sections B, and C of the Non-FCRA Agreement.

PART 5 - TERMS AND CONDITIONS

1. **INCORPORATION BY REFERENCE.** Except as specifically set forth below, the terms and conditions contained in Part 5 of the Non-FCRA Agreement are hereby incorporated by reference and made a part hereof and govern LN's delivery of, and Customer's access to and use of, LN Services hereunder, notwithstanding any termination, expiration or assignment of the Non-FCRA Agreement. If a capitalized term is used but not defined herein, then the definition ascribed to such term in the Non-FCRA Agreement will apply.

2. **FCRA SERVICES.** For purposes of this Agreement, Part 5, Section 2(vii) (entitled "Fair Credit Reporting Act") of the incorporated terms and conditions of the Non-FCRA Agreement is hereby replaced with the following:

2(vii). Fair Credit Reporting Act Obligations. Customer certifies that when using the LN Services, it will comply with all applicable provisions of the FCRA and all other applicable federal, state and local legislation, regulations and rules. Without limiting the generality of the foregoing, Customer certifies that (a) Customer will comply with all applicable provisions of the California Credit Reporting Agencies Act and any related regulations; and (b) Customer will comply with all Vermont statutes and regulations on fair credit reporting, including but not limited to, obtaining the consent of Vermont residents prior to obtaining any information on Vermont residents through these Consumer Report LN Services. In addition, Customer certifies it has a permissible purpose under the FCRA for obtaining a Consumer Report as set forth in Part 4 of this Agreement. Customer acknowledges that LN has provided the "Notice to Users of Consumer Reports", attached hereto as Attachment A, which informs users of consumer reports of their legal obligations under the FCRA.

3. **TERMINATION.** Except where a Schedule A provides for a Schedule A Term or otherwise sets forth Customer's minimum financial commitment, either party may terminate this Agreement at any time for any reason. The foregoing termination right supplements any termination rights set forth in the incorporated terms and conditions.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am authorized to execute this Agreement on behalf of the Customer listed above and that I have direct knowledge of the facts stated above.

CUSTOMER

Signature

Print Name



 LEE R. FELDMAN

ATTACHMENT A

All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

The Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB's website. Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA -- such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or

contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at www.consumerfinance.gov/learnmore.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If the information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2).

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in federal regulations) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or a permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 615(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.

- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.

- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The regulation is 12 CFR 1022.54.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) the identity of all end-users;
 - (2) certifications from all users of each purpose for which reports will be used; and
 - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller.Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1618 et seq.:

Section 602	15 U.S.C. 1681	Section 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681cA	Section 619	15 U.S.C. 1681q

Section 605B	15 U.S.C. 1681cB	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s
Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t
Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681l	Section 629	15 U.S.C. 1681y

Solicitation 135-11199

Computer Search Services

Bid designation: Public



CITY OF FORT LAUDERDALE

City of Fort Lauderdale

Bid 135-11199 Computer Search Services

Bid Number **135-11199**
Bid Title **Computer Search Services**

Bid Start Date **Mar 12, 2013 4:29:34 PM EDT**
Bid End Date **Mar 28, 2013 2:00:00 PM EDT**
Question &
Answer End Date **Mar 20, 2013 2:00:00 PM EDT**

Bid Contact **Michael F Walker**
Procurement & Contracts Manager
Procurement
954-828-5677
mwalker@fortlauderdale.gov

Description

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide Computer Search Services for the City's Police Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

For information concerning procedures for responding to this solicitation, contact Procurement Manager, Michael F. Walker at (954) 828-5677 or email at mwalker@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractor's please note: Proposals shall be submitted as stated in PART VI - Requirements of the Proposal. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.

RFP # 135-11199
TITLE: Computer Search Services

PART I – INTRODUCTION/INFORMATION

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide Computer Search Services for the City's Police Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact Procurement Manager, Michael F. Walker at (954) 828-5677 or email at mwalker@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractor's please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.

03. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded vendor.

04. PRE-PROPOSAL CONFERENCE AND SITE VISIT

There will not be a pre-bid conference or site visit for this Request for Proposal.

05. ELIGIBILITY

To be eligible for award of a contract in response to this solicitation, the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work, if applicable. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

06. PRICING/DELIVERY

All pricing should be identified in PART VII - PROPOSAL PAGES – COST PROPOSAL. No additional costs may be accepted, other than the costs stated on the Proposal pages.

Contractor must quote a firm, fixed annual price for all services stated in the RFP, which includes any travel associated with coming to the City of Fort Lauderdale.

07. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

08. AWARD

Award may be by Group or Item, and/or may be made to one or more than one proposer, whichever is determined to be in the best interest of the City. The City reserves the right to award to that proposer who will best serve the interests of the City, for the product/service that will best serve the needs of the City of Fort Lauderdale.

The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all proposals and to award or not award a contract based on this bid solicitation.

09. PRICE VALIDITY

Prices provided in this Request for Proposal (RFP) are valid for 120 days from time of RFP opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

PART II - RFP SCHEDULE

EVENT	DATE/TIME
Release of RFP	03/11/13
Deadline for Questions/Request for Clarifications	03/21/13
Addendum, if required	03/22/13
Proposal Due Date/Time (Deadline)	03/28/13

PART III - SPECIAL CONDITIONS

01. **GENERAL CONDITIONS**
RFP General Conditions Form G-107 Rev. 01/13 (GC) are included and made a part of this RFP.
02. **NEWS RELEASES/PUBLICITY**
News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.
03. **RFP DOCUMENTS**
The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.
04. **CONTRACTORS' COSTS**
The City shall not be liable for any costs incurred by Contractor in responding to this RFP.
05. **RULES AND PROPOSALS**
The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal Contractor.
06. **MANUFACTURER/BRAND/MODEL SPECIFIC REQUEST**
This is a manufacturer/brand/model specification. No substitutions will be allowed.
07. **CONTRACT PERIOD**
The initial contract term shall commence upon date of award by the City or June 1, 2013, whichever is later, and shall expire one year from that date. The City reserves the right to extend the contract for three, additional one year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.
08. **COST ADJUSTMENTS**
Prices quoted shall be firm for the initial contract term one year. No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

09. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

10. CONTRACT COORDINATOR

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

11. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

12. INVOICES/PAYMENT

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

13. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

14. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of the Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

15. INSURANCE

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. **The City is to be added as an "additional insured" with**

relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

16. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance,

provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

17. PUBLIC ENTITY CRIMES

NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

18. CANADIAN COMPANIES

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

19. LOBBYING ACTIVITIES

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at:

<http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf> .

20. **BID TABULATIONS/INTENT TO AWARD**

(Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.

21. **SAMPLE CONTRACT AGREEMENT**

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website <http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf>

22. **LOCAL BUSINESS PREFERENCE**

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement, Attachment "A" of this RFP, as applicable to the local business preference class claimed **at the time of proposal submittal**:

Upon formal request of the City, based on the application of a local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

B) List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of proposal submittal shall result in the Proposer being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/index.htm>

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.

2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

GOALS

The city requires the vendor to offer comprehensive nationwide subject locator solutions to Fort Lauderdale Police Department (FLPD) for unlimited use for up to 150 users.

The Fort Lauderdale Police Department requirements include finding people, locating hidden assets and researching background information on people and companies.

Vendor is to provide a combination of on-line public records and other support services including training.

Vendor shall work closely with the FLPD to develop innovative and flexible methods for using information to meet new challenges.

The purpose of a computer records search on a particular individual is the gathering of all known information from as many public and private databases as possible, which may contain information regarding that individual to be used as evidence or intelligence during a criminal investigation or inquiry. However, the City understands that the report format generated by individual proposers may differ from one another in its appearance and presentation. The more inclusive and user friendly the report is the more desirable it would be to the City, and all we require is that all information be included in your final report. This information may be summarized if a link is provided to access the complete record should the investigator desire to do so.

FUNCTIONAL REQUIREMENTS

Proposer shall be able to supply the following:

1. **PEOPLE SEARCHES** -- Locate individual anywhere in the U.S.

Search by e-mail
 Select a search method – Smart search
 City, state, first name
 City, state, last name
 County, state, last name
 DOB, first name
 DOB, last name
 Last name
 Phone number
 SSN
 State, first name
 State, last name
 Street address, zip
 Zip, last name

Web-based analytics preferred. (please provide with your response if this is available). – See PART VIII Questionnaire.

2. BUSINESS SEARCHES – Search for corporations and business.

NATIONAL SEARCHES – Corporations of all 50 states.

EMPLOYER ID NUMBERS –All 50 states

SECURITIES TRADING – All 50 states

SPECIALTY FEATURES infoUSA Business records – All 50 states

3. GENERAL SEARCHES – a. Nationwide – National and multi-state searches.
b. State specific – single.

3A. NATIONWIDE MENU

Boats of the Nation	Faces of the Nation	Real Time Phone
Boat Manufacturers	FCC Marine Radio Licenses	Directories
Corporations of the Nation	Firearms and explosives	Securities Trading
DEA Controlled Substance	Licenses	SSN Death Master
Licenses	Liens, Judgments and	Filings
Deed Transfers of the	Bankruptcies	UCC Liens of the
Nation	Phone Listings	Nation
Drivers of the Nation	Professional Licenses of the	US Military Personnel
Employer ID Numbers	Nation	USCG Documented
FAA Pilots & Aircraft	Properties of the Nation	Vessels
	Vehicles of the Nation	

3B. STATES MENU

Alabama	Kentucky	North Dakota
Alaska	Louisiana	Ohio
Arizona	Maine	Oklahoma
Arkansas	Maryland	Oregon
California	Massachusetts	Pennsylvania
Colorado	Michigan	Rhode Island
Connecticut	Minnesota	South Carolina
Delaware	Mississippi	South Dakota
District of Columbia (D.C.)	Missouri	Tennessee
Florida	Montana	Texas
Georgia	Nebraska	Utah
Hawaii	Nevada	Vermont
Idaho	New Hampshire	Virginia
Illinois	New Jersey	Washington
Indiana	New Mexico	West Virginia
Iowa	New York	Wisconsin
Kansas	North Carolina	Wyoming

4. OTHER FEATURES –

- a. Direct to report – request a national comprehensive or basic report.

4A. ASSETS MENU

National Searches:

BOATS: All 50 states & D.C.

DEED TRANSFERS: All 50 states & D.C.

REAL PROPERTIES: All 50 states & D.C.

S.E.C. INSIDER TRADING – All 50 states & D.C.

USCG DOCUMENTED VESSELS – All 50 states & D.C.

FAA PILOTS AND AIRCRAFT- All 50 states & D.C.

VEHICLES: ALL 50 STATES

4B. DRIVER LICENSE MENU

National Searches:

*DRIVERS: All 50 states & D.C.**

* Historical Drive License Records

4C. PROFESSIONAL LICENSE MENU

National Searches: All 50 states

Professional Licenses: All 50 states & D.C.

DEA CONTROLLED SUBSTANCE LICENSES – All 50 states & D.C.

FCC MARINE RADIO LICENSES – All 50 states & D.C.

FAA PILOTS AND AIR CRAFT – All 50 states & D.C.

4D. PHONES MENU

National Searches:

Phone Listings - All 50 states

Real Time Phone Directories: All 50 states & D.C.

4E. VEHICLES MENU

National Searches: All 50 states & D.C.

Vehicles: All 50 states & D.C.*

*Historical Vehicle Records

4F. CREDIT MENU

National Searches:

Full credit report - (the purpose for credit reports are for criminal investigations and the gathering of evidence for use in criminal prosecutions. The Police Department regularly conducts criminal investigations on individuals involved in economic crimes such as mortgage and bank fraud. Once investigated, the Police Department also uses this information for the identification of assets for forfeiture)

Summary credit report
Credit header report

5. **POPULAR SEARCHES –**

- a. Assets – property ownership, deed transfers, vehicles and boats.
- b. Driver licenses – driver license searches.
- c. Professional licenses – license information on physicians, real estate brokers, investigators and more.
- d. Phones – U.S. phone listings and real time phone directories.
- e. Vehicles – vehicle registration searches.
- f. Credit – history reports

6. **ADMINISTRATION**

- a. Administrative services – charges and user maintenance included in per search pricing.

VENDOR REQUIREMENTS:

User must be able to access data using vendor's software.

Software to feature simple point-and-click navigation and intuitive data entry templates to reduce inefficiencies and increase the speed of report generation.

Software to be accessed through any modem connection or via a DSL/Broadband/Wireless connection to the internet.

Must also be able to accept batch requests on diskette or other electronic means. If the City requests information on a large amount of people, all this data may be on the diskette or other media, and the proposer would batch process all this data at once. Batch processing would be one or several at a time. The frequency with which these requests are sent could vary from time to time. It is never a fixed amount of time, unless stipulated. Batch requests and processing are to be included in your monthly cost.

SERVICE:

Fort Lauderdale Police Department to be provided access 24 hours a day, 7 days a week, to more than 3.6 billion public records using vendor software for Windows via any modem or via internet connection.

PRICE SCHEDULE:

Billing to be provided on a monthly basis and bills are to be itemized. Bills must include charges for different programs as directed by the Fort Lauderdale Police Department.

Specialized combination of services and prices must be incorporated into the bid. Any specialized combination of services and pricing currently available at a reduced price must be made available to Fort Lauderdale Police Department.

Additionally, vendor will not charge Fort Lauderdale Police Department for:

- Training
- User manuals

There will be no:

- Minimum charges
- Access fees
- On-line fees

PART V – PROPOSAL EVALUATION CRITERIA

The award of the contract will be based on certain objective and subjective considerations listed below:

Understanding of the overall needs of the City for such services, as presented in the narrative proposal. This will include problem identification and the proposed method to accomplish the work required.	30%
Experience, qualifications and past performance of the proposing firm, including persons proposed to provide the services, user friendly product that is accurate and provides facilities current information, resources and references.	40%
Cost to the City	30%
TOTAL PERCENT AVAILABLE:	100%

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one, the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee shall review each proposal and rank each proposer's evaluation criteria as stated in this RFP (i.e. criteria 1, 2, 3, 4), and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

The City may require visits to customer installations or demonstrations of product by Contractor's, as part of the evaluation process.

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or

reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of evaluation criteria including cost points, to each responsive, responsible proposer. Each evaluation criteria stated in the RFP has an identified weighted factor. Each evaluation committee member will rank each criteria, from each proposer, giving their first ranked proposer as number 1, and second proposer as number 2 and so on. The City shall average the ranking for each criteria, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified in the RFP. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

PART VI - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents. The City prefers all responses to this RFP to be less than 50 pages and that the Contractor utilize recyclable materials as much as possible. Expensive or fancy binders are not preferred.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

THIS IS A PAPER RFP WITH CD's. All proposals must be received by the City of Fort Lauderdale, in the Procurement Services Division, Room 619, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in PART II – RFP SCHEDULE. Submittal of response by fax or e-mail will NOT be acceptable.

PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL HARD COPY, PLUS (4) ADDITIONAL HARD COPIES OF THEIR PROPOSAL PAGES INCLUDING ANY ATTACHMENTS.

THE ABOVE REQUIREMENTS TOTAL (5) HARD COPIES OF YOUR PROPOSAL. CONTRACTORS SHOULD SUBMIT YOUR PROPOSAL ALSO ON A CD. CONTRACTOR SHOULD PROVIDE (2) CD COPIES OF YOUR PROPOSAL. CD COPIES MUST MATCH THE ORIGINAL HARDCOPY. IN CASE OF ANY DISCREPANCY BETWEEN THE ORIGINAL HARD COPIES AND THE CD, THE ORIGINAL HARD COPY PREVAILS. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONTRACTOR NON-RESPONSIVE.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

A representative who is authorized to contractually bind the Contractor shall sign the Bid/Proposal Signature page. Omission of a signature on that page may result in rejection of your proposal.

PART VII - PROPOSAL PAGES – COST PROPOSAL

Proposer agrees to supply the products or services at the prices bid below in accordance with the terms, conditions, and specifications contained in this RFP. All price information to be used in the bid evaluation must be on this page.

Failure to use the City's COST PROPOSAL Page and provide costs as requested in this RFP, may deem your proposal non-responsive.

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	12 Months.	Unlimited Use for up to 150 users,	\$ _____/MN.	\$ _____
<p><u>Firm fixed yearly rate, billed monthly</u> (Initial Contract period will be for 12 months with no price increases).</p>				

The City prefers all costs included in Firm Fixed Monthly Cost. Please indicate any additional costs related to the above purchase, if applicable (i.e. license fee, software support following warranty expiration, etc.). This Information may be attached as an appendix to your proposal submittal.

PART VIII - QUESTIONNAIRE

- 1. Are there items that you will provide which are not listed in the RFP Specifications?
Please indicate any additional items that your proposal includes (Use a separate sheet if necessary):

- 2. Is there anything contained in the RFP specifications that is NOT included in your RFP response?

YES: _____ NO: _____

IF YES, please provide details (use separate sheet in necessary):

- 3. Did you include copies of any forms or agreements that may be required for the City to execute?

YES: _____ NO: _____

If NO: Please explain:

EXPERIENCE:

- 1. Number of years' experience the proposer has had in providing similar services:

_____ Years

2. List below those persons who will have a management or senior artistic position working with the City, if you are awarded the contract. List name, title or position, and project duties. A resume or summary of experience and qualifications must accompany your proposal.

- 3. Does your proposal provide web-based analytics?

YES: _____ NO: _____

4. List three clients/references for whom you have provided similar services in the last three years. Provide agency name, address, telephone number, contact person, e-mail address and date service was provided. If services provided differs from the one presented in your proposal, please delineate such differences.

Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

E-Mail Address: _____ Fax: _____

When was your contract awarded: _____

Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

E-Mail Address: _____ Fax: _____

When was your contract awarded: _____

Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

E-Mail Address: _____ Fax: _____

When was your contract awarded: _____

PART IX - PROPOSAL PAGES - TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

- Tab 1: Bid/Proposal and Signature pages
- Tab 2: Non-Collusion Statement
- Tab 3: Letter of Interest, The letter of interest may contain any other information not in the proposal but should not exceed two (2) pages.
- Tab 4: Statement of Proposed Services. Proposals should respond to scope of work. (a) an assessment of capability and approach to perform the scope of service; (b) identification of Proposer's distinctive competence, staff qualifications assigned to this account with their experience and skills they bring to this assignment, along with resume of experience and qualifications).
- Tab 5: Business Licenses. Evidence that your firm and/or persons performing the work are licensed to do business in your State.
- Tab 6: Evidence of Insurance. Certificate of Insurance showing coverage, forms, limits. Actual insurance certificates will be required from recommended contractor, prior to award.
- Tab 7: PART VII - PROPOSAL PAGES – COST PROPOSAL
- Tab 8: PART VIII – Questionnaire which includes a list of three clients/references for whom you have provided similar services in the last three years; Provide agency name, address, telephone number, contact person, and date service was provided. Be prepared to provide, upon request, evidence of work product, ability to meet schedules, cooperation, and responsiveness. Attach additional sheets if necessary.
- Tab 9: Local Business Preference Certification Statement, Attachment "A"
- Tab 10: Any additional attachments to your proposal.

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS

The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02 SPECIAL CONDITIONS:

Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS:

To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 MODEL NUMBER CORRECTIONS:

If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

Form G-107 Rev. 01/13

- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold

harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm**

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.

Form G-107 Rev. 01/13

- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, Form G-107 Rev. 01/13

and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

RFP NO. 135-11199

TITLE: Computer Search Services

ATTACHMENT "A"
LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this RFP. Violation of the foregoing provision may result in contract termination.

(1) Business Name is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(2) Business Name is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(3) Business Name is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4) Business Name requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5) Business Name requests a Conditional Class B classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6) Business Name is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration. (Notary not required for Class "D")

PROPOSER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____

STATE OF _____
COUNTY OF _____
NAME SIGNATURE DATE

The foregoing instrument was acknowledged before me this ___ day of ___, 20___, by ___ and ___ as ___ and ___ respectively, of ___ as identification. (SEAL)

Notary Public, State of
(Signature of Notary taking Acknowledgment)
Name of Notary Typed, Printed or Stamped
My Commission Expires: _____
Commission Number _____

August 1, 2012

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
_____	_____
_____	_____
_____	_____
_____	_____

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: _____
(signature) (date)

Name (printed) _____ Title: _____

Company: (Legal Registration) _____

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address: _____

City _____ State: _____ Zip _____

Telephone No. _____ FAX No. _____ Email: _____

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): _____

Payment Terms (section 1.04): _____ Total Bid Discount (section 1.05): _____

Does your firm qualify for MBE or WBE status (section 1.09): MBE _____ WBE _____

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No. _____ Date Issued _____

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES _____ **NO** _____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances: _____

Question and Answers for Bid #135-11199 - Computer Search Services

OVERALL BID QUESTIONS

Question 1

How much per month/year does the City now pay for Computer Search Services for the City's Police Department?

(Submitted: Mar 20, 2013 9:53:03 AM EDT)

Answer

- The City pays \$42,000 per year for the current contract. The City has changed our requirements from the original Invitation To Bid. (Answered: Mar 20, 2013 3:38:40 PM EDT)

Question 2

RFP Part III, Section 07, indicates the contract shall commence June 1. When does the City expect to award the contract? (Submitted: Mar 20, 2013 9:53:34 AM EDT)

Answer

- The RFP stated "The initial contract shall commence upon date of award by the City or June 1, 2013, whichever is later. An Evaluation Committee will have to meet after they have had time to review the proposals, so at this time, we are not sure when to expect an award, which also depends on the awarded amount. Our intension is to award prior to June 1, 2013. (Answered: Mar 20, 2013 3:38:40 PM EDT)

Terms & Conditions

of use for the LexisNexis Services

Supplemental Terms for Specific Materials

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GENERAL TERMS & CONDITIONS FOR USE OF THE ONLINE SERVICES SEPTEMBER 1, 2010

The terms and conditions listed below govern use of the online services (the "Online Services") and materials available therein ("Materials") provided by LexisNexis, a division of Reed Elsevier Inc. and its affiliated companies (collectively "LN"). The terms "you" and "your" in uppercase or lowercase shall mean the entity (e.g., company, corporation, partnership, sole proprietor, etc.) or government agency entering into a Subscription Agreement with LN. The "Subscription Agreement" shall consist of these General Terms and Conditions, and the standard, transactional rates applicable to you (the "Price Schedule").

1. GRANT OF RIGHTS; RESTRICTIONS ON USE

1.1 You and your Authorized Users (defined below in Section 2.1) are granted a nonexclusive, nontransferable, limited right to access and use for research purposes the Online Services and Materials made available to you. The rights granted to each Authorized User are as follows:

- (a) The right to electronically display Materials retrieved from the Online Services for the Authorized User's individual use (e.g., no Authorized User may network others via LANs, WANs, intranets or the Internet), subject to the Supplemental Terms for Specific Materials ("Supplemental Terms"). Notwithstanding the foregoing, an Authorized User may display a de minimis amount of the Materials on an incidental, infrequent basis for non-commercial purposes to other Authorized Users so long as the Authorized Users are in the same physical location and the mode of display is not through the Internet, an intranet or other types of networking communication like LANs or WANs;
- (b) The right to email, fax, download or make printouts using the commands of the Online Services and the right to create a single printout of Materials accessed or downloaded by any other means (collectively, "Authorized Printouts");
- (c) With respect to Materials that are court cases, court rules, court briefs, agency issued documents, agency regulations or executive branch materials from the United States, its states, local governments, or territories (collectively, "Authorized Legal Materials"), the right to download using the commands of the Online Services and store in machine-readable form, primarily for that Authorized User's exclusive use, a single copy of insubstantial portions of those Authorized Legal Materials included in any individually searchable file or content source in the Online Services to the extent the storage of those Authorized Legal Materials is not further limited or prohibited by the Supplemental Terms. The storage may continue so long as the Authorized Legal Materials are needed for purposes contemplated under this Subscription Agreement;
- (d) With respect to all Materials other than Authorized Legal Materials, the right to download using the commands of the Online Services and store in machine readable form for no more than 90 days, primarily for that Authorized User's exclusive use, a single copy of insubstantial portions of those Materials included in any individually searchable file or content source in the Online Services, to the extent the storage of those Materials is not further limited or prohibited by the Supplemental Terms;
- (e) Notwithstanding anything to the contrary herein, the right to (1) excerpt or quote insubstantial portions of Materials in documents prepared in the ordinary course of your business to the extent permitted by applicable copyright law; (2) distribute Authorized Printouts to persons who are not Authorized Users (including by emailing through the functionality of the Online Services) on an occasional, infrequent basis as permitted by applicable copyright law; and (3) store Materials for periods in excess of the periods set forth above to the extent required for legal or regulatory compliance provided all other Materials are purged promptly upon the expiration of this Subscription Agreement; and
- (f) For the avoidance of doubt, downloading and storing Materials in an archival database is prohibited. The Online Services and the Materials are protected by copyright, intellectual property laws, and other laws that prevent unauthorized access and use. If you are not an Authorized User, you are not permitted to access or use the Online Services for any purpose whatsoever. If you nevertheless access and use the Online Services or Materials without authorization, your access and use will be governed by these General Terms and Conditions and you will be liable to LN for any breach of the General Terms and Conditions as well as for unauthorized access and payment for use at the rates in the applicable Price Schedule.

1.2 To the extent permitted by applicable copyright law and not further limited or prohibited by the Supplemental Terms, you and your Authorized Users may make copies of Authorized Printouts and distribute Authorized Printouts and copies.

1.3 Except as specifically provided in Sections 1.1 and 1.2, you and your Authorized Users are prohibited from downloading, emailing, faxing, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Online Services. You may not exploit the goodwill of LN, including its trademarks, service marks, or logos without the express written consent of LN. Additionally, under no circumstances may you or any Authorized User offer any part of the Online Services or Materials for commercial resale or commercial redistribution in any medium or use the Online Services or the Materials to compete with the business of LN.

1.4 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and Materials in any medium belongs to LN or its third party suppliers of Materials. Neither you nor your Authorized Users acquire any proprietary interest in the Online Services, Materials, or copies thereof, except the limited rights granted herein.

1.5 Neither you nor your Authorized Users may use the Online Services or Materials in any fashion that infringes the intellectual property rights or proprietary interests of LN or any third party. Your use of the Online Services and Materials must comply with all applicable laws, rules or regulations.

1.6 Neither you nor your Authorized Users may remove or obscure the copyright notice or other notices contained in Materials.

1.7 Neither you nor your Authorized Users may use information included in the Online Services or Materials to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.

1.8 Other provisions that govern use of the Materials are set forth in the applicable Price Schedule, the Supplemental Terms, online descriptions of files, online notices following source selection, and individual documents retrieved from the Online Services (collectively, the "Additional Terms"), all of which are incorporated by reference into this Subscription Agreement.

2. ACCESS TO SERVICES

2.1 Only your employees, temporary employees, students, partners/members, and contractors dedicated to performing work exclusively for you (to the extent those categories of persons are appropriate to your situation) are eligible to access and use the Online Services and Materials ("Eligible Persons"). Without limitation, external professional service providers such as attorneys, accountants, outsourcers and public relations firms are specifically excluded from being Eligible Persons. The term "Authorized User" means an Eligible Person whom you have identified to LN for purposes of issuing an LN ID. You agree that each LN ID may only be used by the Authorized User to whom LN assigns it and that the LN ID may not be shared with or used by any other person, including other Authorized Users. You will manage your roster of Authorized Users and will promptly notify LN to deactivate an Authorized User's LN ID if the Authorized User is no longer an Eligible Person or you otherwise wish to terminate the Authorized User's access to the Online Services. You are responsible for all use of the Online Services accessed with LN IDs issued to your Authorized Users, including associated charges, whether by Authorized Users or others. You will use reasonable commercial efforts to prevent unauthorized use of LN IDs assigned to your Authorized Users and will promptly notify LN, in writing, if you suspect that an LN ID is lost, stolen, compromised, or misused.

2.2 Use of the Online Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Unless otherwise agreed to by LN in writing, use of the Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

2.3 To comply with local privacy, data protection and other laws, each LN ID is country specific and may not be used outside the country for which it is issued, except for short periods not to exceed 30 continuous days. If LN suspects use of an LN ID outside the country of issue for a period in excess of 30 continuous days, LN may suspend the LN ID or require you to use and pay for an LN ID for the relevant country. On request, LN will issue a geographically compliant LN ID.

2.4 The Online Services, Materials, and feature functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by LN without notice.

2.5 Subject to Section 2.4 above, the Online Services may contain a feature that will allow your Authorized Users to create work folders or work spaces ("Folders") from within research sessions that are associated solely with their respective LN IDs. The Folders are designed to allow your Authorized Users to save copies of Materials made available by LN, as well as links to materials made available on the Internet or other documents that you or your Authorized Users' own or otherwise have the right to upload to Folders. Applicable charges for the Folders are listed in the Price Schedule. LN represents and warrants that: (a) the Folders will be under the exclusive control of your Authorized Users; and (b) LN will not access or otherwise review the content of Folders without your authorization.

Notwithstanding the foregoing, LN may access or disclose the content of Folders to the extent necessary to facilitate features and functions of the Online Services and to comply with contractual and legal obligations including, but not limited to, an administrative or judicial proceeding. Authorized Users are solely responsible for the content of their respective Folders. You represent and warrant that the Authorized Users have the right and authority to upload any and all content to the Folders that is not provided by LN. Authorized Users are prohibited from uploading content to the Folders that is defamatory, libelous, pornographic or obscene, unless such content is reasonably related to professional responsibilities. In addition, Authorized Users are strictly prohibited from uploading content to the Folders that is unlawful or that is considered protected health information under the Health Accountability and Portability Protection Act of 1996 (HIPAA) or the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH). You agree to indemnify, defend, and hold LN harmless for any and all claims, damages, costs, fines and expenses that LN may incur as a result of you or your Authorized Users' use of the Folders or any content uploaded to the Folders, excluding LN Materials. Authorized Users are solely responsible for securing or saving the content of their respective Folders before the expiration or termination of this Subscription Agreement, if desired. LN has no obligation to provide the content of Folders to you or your Authorized Users after the termination of this Subscription Agreement. All LN

Materials contained in Folders remain subject to the storage limitations and other license terms and restrictions set forth in this Subscription Agreement.

3. LIMITED WARRANTY

3.1 LN represents and warrants that it has the right and authority to make the Online Services and Materials available to you and your Authorized Users as authorized expressly by this Subscription Agreement.

3.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 3.1, THE ONLINE SERVICES AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND LN AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. LIMITATION OF LIABILITY

4.1 A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or any Materials available or not included therein, (b) the unavailability or interruption of the Online Service or any features thereof or any Materials, (c) your or an Authorized User's use of the Online Services or Materials, (d) the loss or corruption of any data or equipment in connection with the Online Services, (e) the content, accuracy, or completeness of Materials, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.

4.2 "Covered Party" means (a) LN and any officer, director, employee, subcontractor, agent, successor, or assign of LN; and (b) each third party supplier of Materials, third party alliance entities, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or third party alliance entity or any of their affiliates.

4.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR MATERIALS OR THIS SUBSCRIPTION AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

4.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR AUTHORIZED USERS) INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO LN OR ITS THIRD PARTY SUPPLIERS.

4.5 Notwithstanding anything to the contrary in this Section 4: (a) If there is a breach of the warranty in Section 3.1 above, then LN at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or Materials, asserted against you by such third party provided: (i) all use of the Online Services and Materials was in accordance with this Subscription Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or Materials with or into other products or applications not approved by LN; (iii) you give LN prompt notice of any such claim; and (iv) you give LN the right to control and direct the investigation, defense and settlement of each such claim. You, at LN's expense, shall reasonably cooperate with LN in connection with the foregoing.

(b) In addition to Section 4.5(a), if the Online Services or the operation thereof become, or in the opinion of LN are likely to become, the subject of a claim of infringement, LN may, at its option and expense, either: (i) procure for you the right to continue using the Online Services, (ii) replace or modify the Online Services so that they become non-infringing, or (iii) terminate this Subscription Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

(c) The provisions of Sections 4.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

5. MISCELLANEOUS

5.1 These General Terms and Conditions, including the Additional Terms may be changed from time to time as described below or by written agreement. Charges and payment terms may be changed in accordance with the terms of your Price Schedule; all other provisions may be changed by LN immediately upon notice to you. If any changes are made to this Subscription Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or our Authorized Users but will apply to all similarly situated LN customers using the Online Services. You may terminate this Subscription Agreement upon written notice to LN if any change to these General Terms and Conditions is unacceptable to you. For termination to be effective under this Section 5.1, written notice of termination must be provided to LN within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change but does not affect the foregoing termination right. Except as provided above, this Subscription Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this Subscription Agreement may not be supplemented, modified or otherwise revised by email exchange even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

5.2 You or LN may terminate this Subscription Agreement at any time in accordance with this Section 5.2. The effective date of termination shall be 10 days after the receipt of written notice of termination, unless a later date is specified in the notice. LN may temporarily suspend or discontinue providing access to the Online Services to any or all Authorized Users in breach of this Subscription Agreement without notice and LN may pursue any other legal remedies available to it.

5.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by LN. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to LN should be sent to LexisNexis, Attn: Chief Legal Officer, 9443 Springboro Pike, Marietta, OH 45752.

5.4 The failure of you, LN, or any third party supplier of Materials to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

5.5 Neither you nor any Authorized User may assign your rights or delegate your duties under this Subscription Agreement without the prior written consent of LN, which consent shall not be unreasonably withheld. This Subscription Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

5.6 LN's ability to provide Materials is regulated by a variety of privacy, data protection, and other laws in a variety of jurisdictions ("Data Laws") and by the licenses under which it obtains Materials ("Licenses"). You acknowledge that LN will perform a due diligence review of your account upon registration and that the due diligence review will be heightened if you desire to access sensitive, non-public Materials about individuals. You also acknowledge that LN will perform periodic reviews of you and your Authorized Users' use of Materials subject to Data Laws or Licenses ("Regulated Data") in order to comply with Data Laws and license restrictions, and that the review may include asking you or your Authorized Users to verify that use of Regulated Data was for a permissible purpose. You and your Authorized Users will cooperate with LN in any such due diligence or regulatory review and will promptly produce all relevant records and documentation reasonably requested by LN. All reviews will be at LN's expense. If there is any failure to cooperate with LN, or if any review reveals the lack of a permissible purpose to access Regulated Data, LN may deny access to the Online Services or to Regulated Data. LN will be under no obligation to reduce the fees payable by you to the extent that it is unable to provide Regulated Data to you based solely on your non-cooperation.

5.7 If you, any of your Authorized Users, or any person you or your Authorized Users permits to use the Online Services or who gains access through an Authorized User's failure to properly secure his or her LN ID or computer (a "User") should access or use Regulated Data in an unauthorized manner (a "Security Event"), then the following provisions will apply: (a) if required by applicable law, you will notify the individuals whose information has potentially been accessed or used that a Security Event has occurred; (b) you will notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required by law; (c) the notification will not reference LN or the product through which the Regulated Data was provided, nor will LN be otherwise identified or referenced in connection with the Security Event, without the express written consent of LN; (d) you will be solely liable for all claims that may arise from a Security Event caused by you, your Authorized Users or a User and you will indemnify LN for any third party claims directed against LN that arise from the Security Event; and (e) all notifications and indemnity claims related to the Security Event will be solely at your expense.

5.8 This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of New York regardless of the law that might otherwise apply under applicable principles of conflicts of law.

5.9 This Subscription Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this Subscription Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this Subscription Agreement.

5.10 Where applicable, each affiliated company of LN and each third party supplier of Materials has the right to assert and enforce the provisions of this Subscription Agreement directly on its own behalf as a third party beneficiary.

5.11 This Subscription Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations on that subject matter.

Supplemental Terms for Specific Materials

Law Firms Corporate & Professional Risk & Information Analytics Academic Government

Terms & Conditions Privacy & Security Privacy Policy Products Index Site Map Contact Us

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MYFASTTAG



POLICE

EXHIBIT D

Proposal for the City of Fort Lauderdale Police Department

Computer Search Services

Request for Proposals No. 135-11199

March 28, 2013

Submitted by:

Chris Ternus, LexisNexis Government Solutions Sales Executive

(561) 704-5729

Chris.Ternus@lexisnexus.com



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Signature Page

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Notwithstanding the above, because of the nature of the services being proposed by Bidder, the laws and regulations that govern the provision of those services, and Bidder's contractual obligations to third party information providers, Bidder's exceptions to the City of Fort Lauderdale's terms and conditions are considered part of any resultant contract.

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: Woody Talcove (signature) (signed by Chris Ternus) (date) **Reviewed by Legal**

Name (printed) Haywood Talcove Title: CEO, LNSSI

Company: (Legal Registration) LexisNexis Risk Solutions FL Inc.

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address: 1000 Alderman Drive

City Alpharetta State: GA Zip 30005

Telephone No. 561-704-5729 FAX No. N/A Email: Chris.Ternus@lexisnexis.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): TBD

Payment Terms (section 1.04): Payments shall be received within 20 days of the invoice date
Total Bid Discount (section 1.05): N/A

Does your firm qualify for MBE or WBE status (section 1.09): MBE WBE

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

 Addendum No. Date Issued

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES X NO

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variations: Please see the "Contractual Matters" section of this proposal for a listing of all variances.

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Non-Collusion Statement

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

None to the best of our knowledge.

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

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Letter of Interest

March 28, 2013

Michael F. Walker, Procurement Manager
City of Fort Lauderdale
Procurement Services Division
100 North Andrews Avenue, Room 619
Fort Lauderdale, Florida 33301

Dear Mr. Walker:

LexisNexis is pleased to respond to the City of Fort Lauderdale's Request for Proposals for Computer Search Services, RFP No. 135-11199 for the purchase of access to an investigative database on behalf of law enforcement officers and investigators within the Fort Lauderdale Police Department (FLDP).

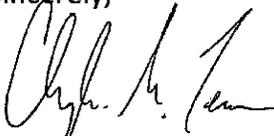
With the potential for using numerous FDP investigators, law enforcement officers and agency professionals servicing thousands of accounts, the FLPD has an elevated need for information services that can assist in solving cases, maximizing resources, improving asset location and seizure, reduce crime rates and enhance overall officer safety.

LexisNexis proposes the collective use of Accurint for Law Enforcement, Accurint for Law Enforcement Plus, and Batch Services as a total solution to retaining command of the FLDP's investigative workload while meeting your budgetary needs. We understand the City's requirements to maximize results while minimizing costs and future price increases in this potential multi-year contract.

LexisNexis is a leading global provider of content-enabled workflow solutions designed specifically for professionals in the legal, government, and law enforcement markets. We have been supplying government agencies with public records data for over 25 years.

I look forward to discussing this proposal with you. Meanwhile, if you have any questions please contact me by phone at (561) 704-5729 or by e-mail at Chris.Ternus@lexisnexis.com.

Sincerely,



Chris Ternus
LexisNexis Government Solutions Sales Executive

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Statement of Proposed Services

Summary of Proposed Services

With the potential for using numerous FLPD investigators and law enforcement officers servicing thousands of accounts, the FLPD has an elevated need for law enforcement information services that can assist in solving cases, maximizing resources, improving asset location and seizure, reduce crime rates and enhance overall officer safety.

Similar agencies to the FLPD face the challenges of increasing efficiencies under deep budget cuts with fewer agency resources while fulfilling their missions and needs of the community. LexisNexis can provide information services that help maximize revenue recovery, shorten collection cycles, and prevent and detect fraud, while streamlining resources and enhancing their overall productivity.

Meeting the Requirements of the FLPD

The collective use of Accurant for Law Enforcement, Accurant for Law Enforcement Plus, and Batch Services is a total solution that will command the FLPD's investigative workload and meet your budgetary needs. Having supplied law enforcement agencies with public records data for over 25 years, we understand the FLPD's requirements to maximize results while minimizing costs and future price increases in this potential multi-year contract.

Currently, our collection of public records data exceeds 36 billion records from thousands of sources on hundreds of millions of people. We have a team of innovative engineers working with experienced law enforcement professionals to continuously improve our suite of solutions to help make law enforcement officials and their agencies reduce crime, improve officer safety, expedite and increase case clearance rates, and increase efficiencies and productivity. No other technology or data solution available to law enforcement can deliver these results with a faster implementation cycle and with a greater return on investment than LexisNexis.

Access to Billions of Public Records

The most public records. LexisNexis has gathered one of the world's most comprehensive and current data collections. We offer the largest public records collections in the world with over 36 billion records and information on 400 million people and 30 million unique organizations drawn from over 40,000 disparate sources. No other provider can match that volume. The LexisNexis public records collection covers dozens of categories and hundreds of jurisdictions. We also update our databases continuously - daily, weekly, monthly or quarterly depending on the source. That gives you the quality and quantity you need for every day verification activity.

The most unique identities. LexisNexis has more than 4.2 billion name/address combinations that map to over 585 million unique identities. We further enhanced the database by removing inactive or duplicate entries.



The most business records. LexisNexis has more than 917 million business records and 1.3 billion business contact records, representing more than 381 million unique businesses and 739 million unique business contacts.

The most property data. LexisNexis has more than 2 billion records of personal property data covering almost 95% of the U.S. population.

Accurint for Law Enforcement

Enables the Department to Locate Suspects, Find Missing Children and Quickly Solve Cases.

During the initial stages of an investigation, information is scarce. Accurint for Law Enforcement is a cutting-edge investigative technology that can expedite the identification of people and their assets, addresses, relatives and business associates by providing instant access to a comprehensive database of public records that would ordinarily take days to collect. Developed by experienced law enforcement professionals, it enables law enforcement agencies to locate suspects, find missing children and quickly solve cases.

Accurint for Law Enforcement Enables the FLDP to Quickly and Efficiently:

- Locate People and Apprehend Suspects
- Discover Associations
- Uncover Assets
- Investigate Businesses
- Visualize Complex Relationships
- Map Locations, using advanced mapping technology powered by Google™ Maps.

Please refer to the subsequent page for more information regarding Accurint for Law Enforcement.

LexisNexis **NEW** **Accurint® for Law Enforcement** 24/7 Search and Technical Assistance 1-866-277-8407
MAIN MENU | CLASSIC VIEW | CONTACT US | LIVE CHAT | HELP | SIGN OUT

Today is Monday, July 19, 2010 | Security Reminder
You last signed in on Monday, July 19, 2010 at 09:01 AM EDT

[-] New Products & Announcements

- New Enhancements Now Available within Accurint® for Law Enforcement
- Join the LexisNexis® Investigators Network at no additional cost

My Accurint - Favorite Searches
[Advanced Person](#) | [Person](#) | [Motor Vehicles](#) | [Drivers Licenses](#) | [Phones Plus](#) | [Business](#)

Available Accurint Searches [\[+\] Show All](#) | [\[-\] Hide All](#) | Rollovers Enabled

<p>[-] People 3</p> <ul style="list-style-type: none"> Advanced Person Person Search People at Work Death Records Email Search Direct-to-Report Power Search 	<p>[-] Businesses 2</p> <ul style="list-style-type: none"> Business Search Corporation Filings National UCC Filings Business Credit Internet Domains Fictitious Business Name Federal Employer ID Numbers (FEIN) 	<p>[-] Assets 1</p> <ul style="list-style-type: none"> Motor Vehicles Property (Property Assessments, Deeds & Mortgages) Automated Valuation Models HVR Wizard Search Watercraft Real-Time Motor Vehicle Registrations FAA Aircraft 	<p>[-] Licenses</p> <ul style="list-style-type: none"> Drivers Licenses Professional Licenses Voter Registrations Hunting/Fishing Licenses Concealed Weapons Permits FAA Pilots DEA Controlled Substances Federal Firearms & Explosives
<p>[-] Phones 4</p> <ul style="list-style-type: none"> Phones Plus Basic Lookup Real-Time Phones Reverse Lookup 	<p>[-] Healthcare</p> <ul style="list-style-type: none"> Provider Search Provider Sanction Search Comprehensive Healthcare Provider Report Comprehensive Healthcare Business Report NPI Data Search NEW! CLIA Certificate Search NEW! 	<p>[-] COURTS</p> <ul style="list-style-type: none"> Criminal Records Marriages/Divorces Bankruptcies, Liens & Judgments Civil Courts Sexual Offenders Official Records Foreclosures National Motor Vehicle Accidents Patriot Act 	<p>[-] International</p> <ul style="list-style-type: none"> Court Dockets Professional Certifications

[-] My Account

- Preferences
- Change Password
- Report Manager
- Person Alerts
- Batch Output

[-] Administration

- Summary
- Manage Users
- Manage Company
- Billing Info
- Activity
- Company Security

[-] Training & Security

- Government Learning Resource Center
- Product Support
- Frequently Asked Questions
- Security Center
- Security Presentation

**LexisNexis®
Investigators Network
Grow. Share. Learn.**

When law enforcement talks, crimes get solved.
Join Thousands of
Other Investigators &
Analysts Today.

[CLICK HERE](#)

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● **Above: Accurint for Law Enforcement (web-based) User Interface.**

- 1** Uncover Assets tied to an individual or business.
- 2** Find information on millions of businesses
- 3** Save time finding a person – Launch an Advanced Person or Person Search
- 4** Discover phone numbers not currently in the electronic directory assistance (EDA), including possible cell phone and non-published numbers with Phones Plus.

Offering Comprehensive and Authoritative Information

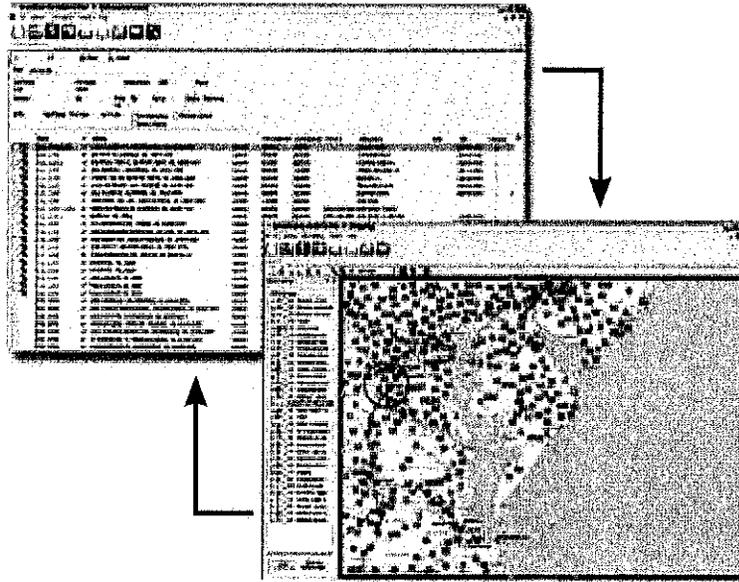
- Names
- Addresses
- Criminal Records
- Death Records
- Jail Booking Information, including booking photos.
- Professional licenses
- Phone numbers, including possible cell phones.
- Assets, including motor vehicles, watercraft and aircraft.
- Bankruptcies, liens and judgments
- Real property records

Accurint for Law Enforcement (LE) Plus

Whether you’re trying to locate suspects, investigate fraud or uncover assets, Accurint LE Plus increases your efficiency and saves you time by bringing together a comprehensive suite of tools to help you find vital information and solve cases quicker. Accurint anticipates the investigative and intelligence needs of your agency with next-generation features.

Accurint allows simultaneous searches of multiple databases enhanced by proprietary linking technology behind our products, known as LexID.

LexID. LexID takes multiple data sources for each record type and uses advanced business intelligence technology to deliver the information that is most relevant to your investigation. This linking technology dramatically increases your productivity.



- **Above: GIS mapping tools.** Enables the Department to seamlessly drag search results into “real-time” windows to display the location of people, businesses, infrastructure and more.

Accurint LE Plus is a downloadable, desktop/client version of Accurint LE and includes the following advanced search features:

- **LexisNexis Relavint™ Plus Link Analysis Tool** – Allows you to see complex relationships, expand entities to discover new links and integrate your agency’s internal data.
- **Drag & Drop Functionality** – Gives you the ability to open multiple windows from your desktop and easily drag and drop data into other windows to expand your analysis, including a visualization tool such as i2 Analyst Notebook.
- **Advanced GIS Mapping** – Link information to locations to see geo-spatial relationships between people and addresses. With the ability to overlay data onto a map, you gain a better understanding of how entities are related or interconnected.
- **Generate Photo Lineups** – Select and sort publicly available Department of Corrections, sex offender, or your own saved photographs, and arrange for simultaneous viewing.
- **Query Organizer Tool** – Stores and shares case information with colleagues logically and conveniently.

- **On-screen User Guide** – Easy access to detailed instructions and troubleshooting tips.
- **On-screen coverage information** – Easy access to a PDF document containing information on data coverage for all data types contained within Accurint LE.

Superior Linking Technology

Accurint allows simultaneous searches of multiple databases enhanced by proprietary linking technology behind our products, known as LexID.

LexID. LexID takes multiple data sources for each record type and uses advanced business intelligence technology to deliver the information that is most relevant to your investigation. This linking technology dramatically increases your productivity.



Our proprietary linking technology securely and intelligently analyzes billions of partial and complete records, and then filters and links that information based on relevance to provide a more complete picture of an individual. Using proprietary algorithms, compilation techniques and retrieval technology to access data stores containing billions of records, Accurint's ability to deliver high-quality matches and find-rates is unparalleled. No other system can provide you this functionality.

Our ability to link datasets based on several patented algorithms is unmatched in the industry and ensures that our users always access our most current data. In fact, LexisNexis' algorithms enables LexisNexis to uniquely identify individuals across multiple, disparate data sources with a 99.9% confidence level.

LexisNexis fully evaluates each potential data source for quality. We consider if the data provider is reputable, if the data was collected legally and updated frequently enough to ensure accuracy. In addition, our strength in linking and integrating disparate databases contributes to our ability to ensure the most accurate and fresh data possible.

Batch Services

With Accurint, you can improve productivity and increase efficiency by processing thousands of records at a time to locate suspects, witnesses and fugitives.

LexisNexis can help ensure the integrity and completeness of data by verifying the entities contained within the records and filling in any remaining "identity holes." Using our vast repository of public record and proprietary data, LexisNexis identity verification Batch Services,

allows you to validate and verify the validity and identity of an individual or business and its authorized representatives. LexisNexis also determines the linkage between the business and the authorized representative and evaluates any inconsistencies in the data.

Validate that input elements are real:

- Issued SSN
- Issued Business Tax Identification Number (TIN)
- Legitimate address
- Dial-able phone number
- Date of birth
- Driver license number, etc.

Verify input elements belong to a single identity:

- SSN is linked to the name and address
- Business TIN is linked to the name and address
- Phone number is linked to the name or address
- Name is linked to the address
- Address is the current address
- Date of birth is linked to the name
- Authorized representative is linked to the business
- Business SIC codes
- Business NAICS codes
- Business descriptions, etc.

LexisNexis will accept your files via mutually acceptable format. The secure delivery options we support include:

- Secure FTP (SSH, SSL, or PGP Encryption)
- FTP with PGP encryption of the file
- Batch Web Gateway (SSL Encryption)

LexisNexis will conduct the entire process in a secure environment. We take the responsibility to protect the data our solutions are built on with the maximum level of security. We have taken a leadership role in developing the standard for data protection and apply policies and procedures well beyond minimum requirements for regulatory compliance. The constant auditing and validation of our systems and procedures by reputable external auditing firms is an indication of our commitment to the highest quality standards.

Proposer’s Competence and Staff

Request

Identification of Proposer’s distinctive competence, staff qualifications assigned to this account with their experience and skills they bring to this assignment, along with resume of experience and qualifications.

Response

A History of LexisNexis

LexisNexis, the first commercial, full-text legal information service, opened its doors in 1973. The company launched its first product, Lexis, a word searchable research solution that revolutionized legal research and gave legal professionals the ability to efficiently find relevant law and legal documents. The companion product, Nexis news and information service, was launched in 1979 to enrich research with recent and archival news and financial information. Today, LexisNexis is the global leader in providing comprehensive and authoritative legal materials, news and business information, **public records** and tailored applications.

LexisNexis Risk Solutions

In 2000, LexisNexis launched a strategic business unit to create solutions to verify identity, predict and manage risk, and support law enforcement and homeland security initiatives. The business unit is now called LexisNexis Risk Solutions and delivers actionable intelligence to help clients make critical business decisions with confidence and speed.

LexisNexis Risk Solutions is a leader in providing essential information that helps customers across all industries and government predict, evaluate and manage risk. Combining cutting-edge technology, unique data and advanced scoring analytics, we provide products and services that address evolving client needs in the risk sector while upholding the highest standards of security and privacy.

LexisNexis Risk Solutions assists 70% of local government and almost 80% of federal agencies in the U.S. to safeguard citizens and reduce financial losses. The company’s flagship product, Accurint, provides investigators the information and analysis they need to quickly and confidently work their cases.

Key Personnel

Chris Ternus, Account Manager

As a Government Solutions Sales Executive with LexisNexis Risk Solutions, Chris Ternus serves clients across eleven southeastern states including Florida. Chris has spent much of his seven years with LexisNexis working with state and local law enforcement agencies. A consistent Circle of Excellence Award Winner, Chris leads our team and will be the primary contact for the Ft. Lauderdale Police Department. Chris resides in South Florida and will be easily accessible for onsite meetings and training sessions.

Don Barnes, Sales Representative

Donald W. Barnes is an Inside Account Manager with LexisNexis Risk Solutions serving clients across 11 southeastern states. Donald has spent a majority of his 10 years with LexisNexis providing support to state and local law enforcement agencies with ranks numbering from several sworn officers to several hundred sworn officers and professionals. He is highly knowledgeable in the utilization of the LexisNexis suite of Law Enforcement solutions (Accurint LE, Accurint LE Plus, and ProMonitor). Prior to joining LexisNexis, Donald spent a considerable amount of time working as a government revenue collector within the second largest county in the State of Florida, resulting in a deep understanding of the mandates, needs, and limited resources of government agencies.

Ed DiMenna, Solutions Consultant

Ed DiMenna is a Solutions Consultant with LexisNexis Risk Solutions serving law enforcement and government agencies in the southeastern United States. As a Solutions Consultant, Ed is primarily responsible for training clients and prospects on the features, benefits and applications of the LexisNexis suite of Law Enforcement products such as Accurint LE, Accurint LE Plus, and *lexis.com*. Ed began his career with LexisNexis in 2003 and has held ascending sales and marketing positions working with law enforcement agencies on federal, state and local levels. Prior to joining LexisNexis, Ed enjoyed successful employment in television production, commercial computer sales, and the financial markets. Ed has resided in South Florida since 1975.

Part IV - Goals

Request

The city requires the vendor to offer comprehensive nationwide subject locator solutions to Fort Lauderdale Police Department (FLPD) for unlimited use for up to 150 users. The Fort Lauderdale Police Department requirements include finding people, locating hidden assets and researching background information on people and companies.

Response

Authorized FLPD users will have critical investigative information available at their fingertips through the use of Accurint for Law Enforcement and Accurint LE Plus.

By inputting a phonetically spelled name and the city of a previous address, for example, users can rapidly retrieve an identification of an individual, including name(s), current and historical addresses listed, social security number, 10 digit phone number, associative links (relatives, associates, and neighbors), assets and more.

● Above: Accurint for Law Enforcement (web-based) User Interface.

Under this contract opportunity, the FLPD will be able to perform the following searches with Accurint:

- | | | | |
|--|--|---|--|
| <p>[+] People</p> <ul style="list-style-type: none"> Advanced Person Person Search People at Work Death Records Email Search Direct-to-Report Power Search | <p>[+] Businesses</p> <ul style="list-style-type: none"> Business Search Corporation Filings National UCC Filings Business Credit Internet Domains Fictitious Business Name Federal Employer ID Numbers (FEIN) | <p>[+] Assets</p> <ul style="list-style-type: none"> Motor Vehicles Property (Property Assessments, Deeds & Mortgages) Automated Valuation Models MVR Wildcard Search Watercraft Real-Time Motor Vehicle Registrations FAA Aircraft | <p>[+] Licenses</p> <ul style="list-style-type: none"> Drivers Licenses Professional Licenses Voter Registrations Hunting/Fishing Licenses Concealed Weapons Permits FAA Pilots DEA Controlled Substances Federal Firearms & Explosives |
| <p>[+] Phones</p> <ul style="list-style-type: none"> Phones Plus Basic Lookup Real-Time Phones Reverse Lookup | <p>[+] Healthcare</p> <ul style="list-style-type: none"> Provider Search Provider Sanction Search Comprehensive Healthcare Provider Report Comprehensive Healthcare Business Report NPI Data Search NEW! CLIA Certificate Search NEW! | <p>[+] Courts</p> <ul style="list-style-type: none"> Criminal Records Marriages/Divorces Bankruptcies, Liens & Judgments Civil Courts Sexual Offenders Official Records Foreclosures National Motor Vehicle Accidents Patriot Act | <p>[+] International</p> <ul style="list-style-type: none"> Court Dockets Professional Certifications |

● Above: Accurint Searches available to the FLPD under this contract opportunity.

Request

Vendor is to provide a combination of on-line public records and other support services including training.

Response

In addition to the previously described access to our public records collections, the FLPD will receive the following training and customer support:

Training

LexisNexis will provide unlimited training, at no additional cost, to FLPD users on any updated materials, online research techniques, and all related applications. Training is always part of the LexisNexis solution. We offer onsite training, individual and group, as well as telephonic training and Web-based seminars at no additional cost.

A team of LexisNexis professionals will be assigned to the City. Through a combination of learning tools, the team will offer users a variety of training options, including:

On-Site Training

As part of the City’s contract – at no additional charge – LexisNexis research consultants will provide on-site computer-assisted training.

Personalized Telephonic/Webinar Training

- Real-time interactive meetings
- Presentations
- Consulting sessions
- Seminars
- Software demonstrations

Customer Support

LexisNexis provides Customer Service and Technical Support via a toll-free number. Through this number, customers have the ability to reach customer service, technical support, customer setup, and product support. Support is provided 24 hours a day, 7 days a week.

Live Telephonic Support

From coast to coast, our customers have easy access to live customer service, technical support, customer setup, and product support from 8 a.m. to 8 p.m. ET, Monday through Friday via a toll-free number. The Average Speed of Answer goal is 30 seconds with an abandon rate lower than 5 percent.

On any given day, our Customer Support Representatives answer questions about research strategy, database structure, hardware configuration, bill and account status, and many other product use and technical support issues.

After Hours Support

Outside of standard business hours and on weekends, customers will be prompted to leave a voice mail with their contact information and a description of their request. The LexisNexis on-call representative will then be paged to retrieve the information, and the customer's call will be returned within approximately 30 minutes. A second-level support team is also available to handle escalation issues.

Online Support

Customers can access free online support, 24 hours a day, 7 days a week. The online support Web site includes many frequently asked questions, documentation, online tutorials and an option for email support. Email responses are handled during staffed business hours.

The right of entry to several methods of customer support is conveniently provided in Accurint’s user interface. Customers can access phone support, live chat and the LexisNexis Learning Resource Center from the header of any Web page within the Accurint system.

Please refer to the subsequent page for more information regarding customer support through Accurint.

The screenshot displays the LexisNexis Accurint user interface. At the top, there are navigation links for 'My Account', 'People', 'Business', 'Assets', 'Licenses', 'Courts', 'Phones', and 'Healthcare'. Below this is a search form with fields for 'Last Name', 'First Name', 'Middle Name', 'SSN', and 'LXID'. To the right of the search form are links for 'CONTACT US', 'LIVE CHAT', and 'HELP'. Below the search form, there are sections for 'Security Reminder', 'Announcements', 'View Past Announcements', and 'Recent Searches'. At the bottom of the screenshot, there are three distinct panels: 'CONTACT US' with contact information, 'LIVE CHAT' with a chat interface, and 'HELP' with a 'LexisNexis Risk Solutions Learning Resource Center' banner and various training resources.

● Above: Access to Customer Support within Accurint.

Request

Vendor shall work closely with the FLPD to develop innovative and flexible methods for using information to meet new challenges.

Response

On a large scale, LexisNexis Risk Solutions aims to achieve significant global scale position in the risk information industry through innovation, customer-centric solutions and industry-leading expertise and service.

For the FLPD, our solutions team stays at the forefront of industry and technology trends and events to deliver the insight you need to be successful. You can visit <http://www.lexisnexis.com/risk/industryinsights/default.aspx> to find articles, white papers and case studies that are relevant to risk professionals, as well as upcoming events and training classes.

Request

The purpose of a computer records search on a particular individual is the gathering of all known information from as many public and private databases as possible, which may contain information regarding that individual to be used as evidence or intelligence during a criminal investigation or inquiry. However, the City understands that the report format generated by individual proposers may differ from one another in its appearance and presentation. The more inclusive and user friendly the report is the more desirable it would be to the City, and all we require is that all information be included in your final report. This information may be summarized if a link is provided to access the complete record should the investigator desire to do so.

Response

LexisNexis reports are easy to read, interactive, and include a robust amount of information on individuals. Here is a sample Accurant Comprehensive Report

Sample Comprehensive Report

Date: 04/02/12

Report Legend:

-  - Shared Address
-  - Deceased
-  - Probable Current Address

Report processed by:

Accurant LE Sales Demo Account
6601 PARK OF COMMERCE BLVD
BOCA RATON, FL 33487
561-999-4400 Main Phone

Subject Information: (Best Information for Subject)

Name: MARK MARSUPIAL DOB:4/xx/1975

SSN: 351-76-xxxx issued in Illinois between 1/1/1986 and 12/31/1987

Age: 36

Others Associated With Subjects SSN:

(DOES NOT usually indicate any type of fraud or deception)

MARK MARSUPIAL Age:

351-76-xxxx issued in Illinois between 1/1/1986 and 12/31/1987

PORTIA L ROGERS Age:

351-76-xxxx issued in Illinois between 1/1/1986 and 12/31/1987

LACHELLE ROGERS DOB: 1986 Age: 26
351-76-xxxx issued in Illinois between 1/1/1986 and 12/31/1987
PORTIA ROGERS Age:
351-76-xxxx issued in Illinois between 1/1/1986 and 12/31/1987
PORTIA LACHELLE ROGERS DOB: 1986 Age: 26
351-76-xxxx issued in Illinois between 1/1/1986 and 12/31/1987

Comprehensive Report Summary:

Names Associated With Subject:

None Found

Others Associated With Subjects SSN:

2 Found

 Phones Plus:

None Found

 Possible Criminal Records:

None Found

 Sexual Offenses:

None Found

 National Motor Vehicle Accidents:

None Found

 Concealed Weapons Permit:

None Found

 People at Work:

None Found

 Professional Licenses:

None Found

 FAA Certifications:

None Found

 FAA Aircrafts:

None Found

 Watercraft:

None Found

 Voter Registration:

None Found

 Hunting/Fishing Permit:

None Found

 Bankruptcies:

1 Found

 Liens and Judgments:

8 Found

 UCC Filings:

None Found

 Possible Properties Owned:

1 Found

 Possible Associates:

None Found

 Possible Relatives:

1st Degree - 2 Found

2nd Degree - None Found

3rd Degree - None Found

 Neighbors:

Address Summary: 

401 N LAZY LAKE RD, ANN ARBOR MI 48104, WASHTENAW COUNTY (Oct 1999 - Jan 2012)
20 N SOUTH ST APT 106, YPSILANTI MI 48197, WASHTENAW COUNTY (Oct 1995 - Oct 1999)

Previous And Non-Verified Address(es): 

401 N LAZY LAKE RD, ANN ARBOR MI 48104, WASHTENAW COUNTY (Oct 1999 - Jan 2012)

Name Associated with Address:

MARK MARSUPIAL

Current Residents at Address:

MARK MARSUPIAL

MARTIN MARSUPIAL

Property Ownership Information for this Address

Property:

Parcel Number -

Name Owner : MARSUPIAL, MARK

Property Address: - 401 N LAZY LAKE RD, ANN ARBOR MI 48104, WASHTENAW COUNTY

Owner Address: 401 N LAZY LAKE RD, ANN ARBOR MI 48104, WASHTENAW COUNTY

Name of Seller : AARDVARK, JOHN

Data Source - B

20 N SOUTH ST APT 106, YPSILANTI MI 48197, WASHTENAW COUNTY (Oct 1995 - Oct 1999)

Name Associated with Address:

MARK MARSUPIAL

 **Phones Plus(s):** 

[None Found]

 **Possible Criminal Records:** 

[None Found]

 **Sexual Offenses:** 

[None Found]

 **National Motor Vehicle Accidents:** 

[None Found]

Concealed Weapons Permit:
[None Found]

People at Work:
Maximum 50 People at Work records returned
[None Found]

Professional License(s):
[None Found]

FAA Certifications:
[None Found]

FAA Aircrafts:
[None Found]

Watercraft:
[None Found]

Voter Registration:
[None Found]

Hunting/Fishing Permit:
[None Found]

Bankruptcies:

Date Filed: 01/06/2010 - Reopened Chapter: 7 Disposition Date: 06/01/2000 Disposition: Discharged

Filing Status: INDIVIDUAL, Voluntary

Original Date Filed: 01/06/2000

Case Number: 4491001 Court Location: NEW YORK EASTERN - BROOKLYN

Debtor: MARK MARSUPIAL

SSN: 351-76-xxxx

Debtor Address: 123 Main ST, NEW YORK NY 10009

Assets available for unsecured creditors: No

Debtor is self-represented: No

Liabilities: Assets:

Attorney: LEGAL SERVICES

SSN:

Attorney Address:

Attorney Phone Number: 212-123-4567

Trustee: RICHARD E TRUSTABLE

SSN:

Trustee Address:

Trustee Phone Number:

Judge Assigned: JEROME SMITH

Creditors Meeting Date: 02/11/2000

Creditors Meeting Time:

Creditors Meeting Location:

Complaints Deadline:

Claims Deadline:



Liens and Judgments:

Filing Type: SMALL CLAIMS JUDGMENT

Filing Date: 1/25/2006

Original Filing Date: 1/25/2006

Amount: \$110

Debtor Name: MARSUPIAL, MARK

Debtor SSN: 351-76-xxxx

Debtor Address: 401 N LAZY LAKE RD, ANN ARBOR MI 48104

Creditor: JOHN DOE

Filing Type: CIVIL JUDGMENT RELEASE

Filing Date: 9/30/2005

Original Filing Date: 9/30/2005

Release Date: 9/13/2005

Amount: \$3,500

Debtor Name: MARSUPIAL, MARK

Debtor SSN: 351-76-xxxx

Debtor Address: 401 N LAZY LAKE RD, ANN ARBOR MI 48104

Creditor: VALLEY RIDGE APTS

Filing Type: FEDERAL TAX LIEN RELEASE

Filing Date: 6/7/2005

Book/Page: 9999/475

Original Filing Date: 6/7/2005

Release Date: 5/4/2006

Amount: \$1,457

Debtor Name: MARSUPIAL, MARK

Debtor SSN: 351-76-xxxx

Debtor Address: 401 N LAZY LAKE RD, ANN ARBOR MI 48104

Creditor: IRS

Filing Type: STATE TAX LIEN RELEASE

Filing Date: 10/27/2004

Book/Page: 8888/526

Original Filing Date: 10/27/2004

Release Date: 11/28/2005
Amount: \$1,820
Debtor Name: MARSUPIAL, MARK
Debtor SSN: 351-76-xxxx
Debtor Address: 401 N LAZY LAKE RD, ANN ARBOR MI 48104
Creditor: STATE OF MICHIGAN

Filing Type: FORCIBLE ENTRY/DETAINER
Filing Date: 6/9/2004
Original Filing Date: 6/9/2004
Amount:
Debtor Name: MARSUPIAL, MARK
Debtor SSN: 351-76-xxxx
Debtor Address: 401 N LAZY LAKE RD, ANN ARBOR MI 48104
Creditor: HAPPY VALLEY MANAGEMENT

Filing Type: STATE TAX LIEN
Filing Date: 12/30/2003
Book/Page: 8888/197
Original Filing Date: 12/30/2003
Amount: \$1,822
Debtor Name: MARSUPIAL, MARK
Debtor SSN: 351-76-xxxx
Debtor Address: 401 N LAZY LAKE RD, ANN ARBOR MI 48104
Creditor: STATE OF MICHIGAN

Filing Type: CIVIL JUDGMENT
Filing Date: 8/1/2003
Original Filing Date: 8/1/2003
Amount: \$3,500
Debtor Name: MARSUPIAL, MARK
Debtor SSN: 351-76-xxxx
Debtor Address: 401 N LAZY LAKE RD, ANN ARBOR MI 48104
Creditor: VALLEY RIDGE APTS

Filing Type: CIVIL NEW FILING
Filing Date: 6/27/2003
Original Filing Date: 6/27/2003
Amount: \$6,000
Debtor Name: MARSUPIAL, MARK
Debtor SSN: 351-76-xxxx
Debtor Address: 401 N LAZY LAKE RD, ANN ARBOR MI 48104
Creditor: VALLEY RIDGE APTS

 **UCC Filings:** 
[None Found]

Possible Properties Owned by Subject:

Property:

Parcel Number - x9-09-10-400-066

Book - 4530

Page - 310

Name Owner : MARSUPIAL, MARK

Property Address: - 401 N LAZY LAKE RD, ANN ARBOR MI 48104, WASHTENAW COUNTY

Owner Address: 401 N LAZY LAKE RD, ANN ARBOR MI 48104, WASHTENAW COUNTY

Sale Date - 01/14/2001

Sale Price - \$185,000

Name of Seller : AARDVARK, JOHN

Loan Amount - \$148,000

Loan Type - FANNIE MAE/FREDDIE MAC

Data Source - B

Possible Associates:

[None Found]

Possible Relative Summary:

> MARTIN MARSUPIAL , Age 36

> MARK MARSUPIAL

Possible Relatives:

MARTIN MARSUPIAL DOB: 7/xx/1975 Age: 36

263-12-xxxx issued in Florida between 1/1/1936 and 12/31/1951

Previous And Non-Verified Address(es):

401 N LAZY LAKE RD, ANN ARBOR MI 48104, WASHTENAW COUNTY (Oct 1999 - Jan 2012)

Current Residents at Address:

MARK MARSUPIAL

MARTIN MARSUPIAL

MARK MARSUPIAL Age:

351-76-xxxx issued in Illinois between 1/1/1986 and 12/31/1987

Previous And Non-Verified Address(es):

202 HARTNELL PL APT 2, SACRAMENTO CA 95825-6612, SACRAMENTO COUNTY (Nov 2009 - Dec 2011)

202 HARTNELL PL, ABERDEEN WA 98520, GRAYS HARBOR COUNTY (Oct 2010 - Nov 2011)

916-923-5651 SUTHERLAND K H

202 HARTNELL PL, STAMFORD CT 06904, FAIRFIELD COUNTY (Jan 2010 - Aug 2010)

916-923-5651 SUTHERLAND K H

2270 FIRST AVE APT 2, FREMONT CA 94536, ALAMEDA COUNTY (Nov 2009 - Mar 2010)

2270 1 AVE APT 2, FREMONT CA 94536, ALAMEDA COUNTY (Nov 2009)

Neighbors:

[None Found]

Part IV - Functional Requirements

Request

Proposer shall be able to supply the following:

1. PEOPLE SEARCHES – Locate individual anywhere in the U.S.

Search by e-mail

Select a search method – Smart search

City, state, first name

City, state, last name

County, state, last name

DOB, first name

DOB, last name

Last name

Phone number

SSN

State, first name

State, last name

Street address, zip

Zip, last name

Response

Accurint email searching combined with the Advance Person Search feature provides all of the FLDP’s requested people-searching capabilities and more.

Advanced Person Search

Accurint incorporates powerful and flexible search technology that will empower FLPD officers to run queries using as much or as little data as they have.

With Advance Person Searching, FLPD officers will be able to use less information to find something on Accurint than with other solutions. For example, users can search by first name and date of birth, or by current street name and previous city. In addition, users can search by a relative’s full or partial name – a feature not available in other similar tools.

LexisNexis | **Accurint® for Law Enforcement**

My Accurint | People | Business | Assets | Licenses | Courts | Phones

Dynamic Desktop | **Advanced Person** | Real Time Phones | Business | Virtual Identity | Add/Remove Tabs

Last Name | First Name | Middle Name | SSN | LexIDSM | |

Include similar sounding names | Strict Search

Street Address | City | State | Zip

Phone | DOB | Age Range

Driver License Number [Coverage] | Driver License State

Additional Subject Information

Other Last Name | Other City | Other State | Other State

Relative First Name | Other Relative First Name

Reference:

Important: The Public Records and commercially available data sources used in this system have errors. Data is sometimes entered poorly, processed incorrectly and is generally not free from defect. Read More

● Above: **User Interface for Advanced Person Search within Accurint for Law Enforcement.**

Accurint enables investigators to dig deep and combine information to make searching for subjects faster and easier. For example, the FLPD could search for anyone named John Smith who lives on Main Street and who used to live in Orlando – returning specific, actionable results for an extremely common name.

Accurint will help FLPD officers locate persons of interest – even when they do not have a first or last name. For example, an officer could search 100 to 200 Main St., Fort Lauderdale, FL, age 25-35, in residence from January 1999 to December 2000. Current Accurint users highly value how Accurint empowers them to rapidly identify subjects and pull detailed information based only on partial or historical data.

What clues do you have to go on to locate those hard-to-find subjects? Do you have a spouse's or other relative's name but no recent street address? Do you know that the subject previously lived in another city or state? Do you only know the name of the street? Enter these pieces of information into APS' user-friendly and logical search layout, and you'll be amazed at how quickly you can find your subjects.

Accurint can also help to identify individuals when specific information is not available or the available information contains errors or is fragmented. The ability to link records based on partial information and to disambiguate and correct errors to create reliable links is a powerful feature found only in Accurint.

Once the subject is located, and before you even open the Comprehensive Report, Accurint provides icons for criminal records, sexual offenses, concealed weapons permits, vehicle registrations, and other important information.

The screenshot displays the LexisNexis Advanced Person Search interface. At the top, there are navigation tabs for 'My Account', 'People', 'Business', 'Assets', 'Licenses', 'Courts', 'Phones', 'Healthcare', and 'International'. Below these are search filters for 'Advanced Person' and 'Advanced Business'. The main search results area shows a list of names: JACK JACOBO MICHEL, JACK J MICHEL, JACK J MICHEL MD, JACK MICHEL, J MICHEL, JACK J MICHAEL, MICHEL JACK MA, and MICHEL JACK. A callout box highlights the address '7845 ATLANTIC WAY MIAMI BEACH FL 33141-2120' with the dates 'Dec 88 - Aug 12' and a checkmark indicating it is a 'Probable current address'. To the right, there are sections for 'Announcements', 'Recently Reminder', and 'Indicators' which include 'Concealed Weapons', 'Motor Vehicles', and 'Property'. At the bottom, there are various utility links like 'Join Chat', 'Investors Network', and 'Person Alerts'.

Above: Advanced Person Search home page with sample search results.

Request

Web-based analytics preferred. (please provide with your response if this is available). – See PART VIII Questionnaire.

Response

Accurant for Law Enforcement uses Web-based analytics to help the FLPD discover meaningful patterns within the resulting search data by offering visual indicators and comprehensive reports tied to criminal records, sexual offenses, concealed weapons permits, vehicle registrations, and other important information.

Request

2. BUSINESS SEARCHES – Search for corporations and business.

- National Searches – Corporations of all 50 states.
- Employer ID Numbers – All 50 states
- Securities Trading – All 50 states
- Specialty Features infoUSA Business records – All 50 states

Response

LexisNexis offers business, FEIN and corporate filings searches in all states. Securities Trading is not available on Accurant.

Request
3. GENERAL SEARCHES
3A. Nationwide Menu
Response

FLPD Request	LexisNexis Content
Boats of the Nation	LexisNexis offers watercraft coverage for the following U.S. states: Alabama, Alaska, Arizona, Arkansas, Colorado, Connecticut, Florida, Georgia, Illinois, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New York, North Carolina, North Dakota, Ohio, Oregon, South Carolina, Tennessee, Texas, Utah, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and US Coast Guard Merchant Vessels.
Boat Manufacturers	Watercraft reports may include the following information: vessel manufacturer (make), Hull ID, description, date last seen, owner/registrant, registration number, registration status, registration issue date, registration expiration date, title type, title status, title number, title issue date, vessel use, vessel year, vessel type, length, propulsion type, and fuel type.
USCG Documented Vessels	USCG Documented Vessels
Corporations of the Nation	Corporate filings are available in all states.
DEA Controlled Substance Licenses	DEA Controlled Substance Licenses
Deed Transfers of the Nation	LexisNexis offers Property Deed coverage for all 50 states, the District of Columbia and the Virgin Islands.
Drivers of the Nation	Drivers Licenses coverage for all 50 states.
Employer ID Numbers	LexisNexis offers Federal Employer ID Numbers (FEIN) coverage for all 50 states plus the District of Columbia.
FAA Pilots & Aircraft	FAA Pilots & Aircraft
Faces of the Nation	Advanced Person Searching, nationwide.
FCC Marine Radio Licenses	Unavailable
Firearms and Explosives Licenses	Federal Firearms and Explosives coverage for all 50 states.
Liens, Judgments and Bankruptcies	Liens, Judgments and Bankruptcies

Request for Proposals No. 135-11199 “Computer Search Services”

FLPD Request	LexisNexis Content
Phone Listings	Phone listings for all 50 states.
Professional Licenses of the Nation	Professional Licenses coverage for all states and D.C.
Properties of the Nation	LexisNexis offers property searches nationwide.
Vehicles of the Nation	LexisNexis offers Motor Vehicle Registrations coverage for the following states: Alabama, Alaska, Colorado, Connecticut, Delaware, District of Columbia, Florida, Idaho, Illinois, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, South Carolina, Tennessee, Texas, Utah, Wisconsin, and Wyoming.
Real Time Phone Directories	<p>Nationwide Telephone Coverage: Over 280 million telephone numbers included in this database from various sources.</p> <p>The Real-Time Phones Search incorporates in-house data sources such as:</p> <ul style="list-style-type: none"> • Electronic directory assistance (EDA) file. • Phones Plus sources that include phones not found in EDA, white page, and yellow page sources. • Real-time gateway sources that include consumer bureau info, telephone company data, and phone network data. • Consumer Database: 50 US states, District of Columbia, all US territories (Puerto Rico, US Virgin Islands, Guam, American Samoa, North Mariana Islands) and military addresses abroad (APO addresses). • Telcos (telephone companies): 50 US states, District of Columbia, and Puerto Rico. • Phone Network: Includes information on all numbers under the North American Numbering Plan which includes the United States, all US territories (except Guam) and Canada. • Some coverage is offered in the Caribbean including Bahamas, Dominican Republic, and Grenada. • Most cell phone carriers contribute with the exception of Verizon (except through acquisitions), Cincinnati Bell, and a few small carriers. <p>US Territories and Canada will only be returned for 10-digit phone searches.</p> <p>The real-time gateway accessed for the Real-Time Phones Search is updated as often as every 15 minutes directly from the carrier sources. In-house sources update as often as daily depending on the source.</p>
Securities Trading	Unavailable on Accurint

FLPD Request	LexisNexis Content
SSN Death Master Filings	SSN Death Master Filings
UCC Liens of the Nation	LexisNexis offers UCC Filings coverage for the following states: Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District Of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virgin Islands, Virginia, Washington, West Virginia, Wisconsin, and Wyoming.
US Military Personnel	Unavailable on Accurint

Request
3B. States Menu (all states and the District of Columbia)
Response

Searching is generally available in all states and the District of Columbia. Flexible search forms allow you to restrict searches to states of your choosing.

Request
4. OTHER FEATURES
a. Direct to report – request a national comprehensive or basic report.
Response

National comprehensive and basic reports are available on Accurint. A sample comprehensive report is included in this proposal’s “Part IV – Goals” section.

Request
4A. Assets Menu
National Searches:

Response

FLPD Request	LexisNexis Content
Boats: All 50 states & D.C.	LexisNexis offers watercraft coverage for the following U.S. states: Alabama, Alaska, Arizona, Arkansas, Colorado, Connecticut, Florida, Georgia, Illinois, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New York, North Carolina, North Dakota, Ohio, Oregon, South Carolina, Tennessee, Texas, Utah, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and US Coast Guard Merchant Vessels.
Deed Transfers: All 50 states & D.C.	LexisNexis offers Property Deed coverage for all 50 states, the District of Columbia and the Virgin Islands.
Real Properties: All 50 states & D.C.	LexisNexis offers properties coverage (property assessments, deeds and mortgages) for all 50 states, the District of Columbia and the Virgin Islands.
SEC Insider Trading – All 50 states & D.C.	Unavailable on Accurint
USCG Documented Vessels – All 50 states & D.C.	USCG Documented Vessels nationwide
FAA Pilots - All 50 states & D.C.	LexisNexis offers FAA Pilots coverage for all 50 states.
Aircraft- All 50 states & D.C.	LexisNexis offers FAA Aircraft coverage for all 50 states.
Vehicles: All 50 States	LexisNexis offers Motor Vehicle Registrations coverage in the following states: Alabama, Alaska, Colorado, Connecticut, Delaware, District Of Columbia, Florida, Idaho, Illinois, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, South Carolina, Tennessee, Texas, Utah, Wisconsin, and Wyoming.

Request

4B. Driver License Menu

National Searches:

Drivers: All 50 States & D.C.*

*** Historical Drive License Records**

Response

LexisNexis offers Driver Licenses coverage in the following states (* = Historical Data only).

Connecticut, Delaware*, Florida, Idaho*, Illinois*, Kentucky*, Louisiana, Maine, Massachusetts*, Michigan, Minnesota, Mississippi*, Missouri, Nebraska, New Hampshire*, North Dakota*, Ohio, South Carolina*, Tennessee, Texas, West Virginia*, Wisconsin, and Wyoming.

Request
4C. Professional License Menu

National Searches: All 50 states

Response

FLPD Request	LexisNexis Content
Professional Licenses: All 50 states & D.C.	Professional Licenses: All 50 states & D.C.
DEA Controlled Substance Licenses – All 50 states & D.C.	DEA Controlled Substance Licenses – All 50 states & D.C.
FCC Marine Radio Licenses – All 50 states & D.C.	Unavailable
FAA Pilots And Aircraft – All 50 states & D.C.	LexisNexis offers FAA Pilots coverage for all 50 states and FAA Aircraft coverage for all 50 states.

Request
4D. Phones Menu

National Searches:

Phone Listings - All 50 states

Real Time Phone Directories: All 50 states & D.C.

Response

LexisNexis offers Phone Listings coverage for all 50 states and Real Time Phone Directories with over 280 million telephone numbers included in this database from various sources.

Request
4E. Vehicles Menu

National Searches: All 50 states & D.C.

Vehicles: All 50 states & D.C.*

*Historical Vehicle Records

Response

LexisNexis offers Motor Vehicle Registrations coverage in the following states (* = Historical Data only).

Alabama*, Alaska*, Colorado, Connecticut*, Delaware* , District Of Columbia, Florida, Idaho*, Illinois, Kentucky, Louisiana, Maine, Maryland* , Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, New York*, North Carolina*, North Dakota, Ohio, Oklahoma*, South Carolina*, Tennessee, Texas, Utah*, Wisconsin, and Wyoming.

Request

4F. Credit Menu

National Searches:

Full credit report

Summary credit report

Credit header report

Response

LexisNexis provides Equifax credit report through Accurint for Government, available on a price-per-search basis.

Request

5. POPULAR SEARCHES

a. Assets – property ownership, deed transfers, vehicles and boats.

Response

Accurint allows FLPD to search for the above assets under the “Assets” tab. Other searchable assets include FA aircraft.

Request

b. Driver licenses – driver license searches.

Response

Driver licenses are searchable on Accurint.

Request

c. Professional licenses – license information on physicians, real estate brokers, investigators and more.

Response

LexisNexis offers professional license coverage in all U.S. states and the District of Columbia. License types vary by state.

For example, in the State of Florida, LexisNexis offers historical data for the following license types:

Acupuncture/Acupuncturist, Air Conditioning, Alarm Company/System, Appraisal/Appraiser, Architecture/Architect, Asbestos, Athlete Agents, Athletic Trainer, Auction/Auctioneer, Barber, Body Wrapper, Broker Dealer, Business Organization, Cam Business, Chief Administrator, Chiropractic/Chiropractor, Cinerator Registration, Community Association Manager, Concurrent Intern, Continuing Education, Contractor, Corporate Broker, Cosmetology/Cosmetologist, Counselor/Counseling, Dentistry/Dentist, Diagnostic Radiology, Dietician/Nutritionist, Electrology/Electrologist, Full Specialist, Funeral/Crematory/Embalmer, Geology/Geologist, Health Care Clinic, Interior Design, Laboratory and X-Ray, Land Surveyor, Landscape Architect, Leasing Company, Marriage & Family Therapy/Therapist, Massage Therapy/Therapist, Midwife, Nursing Home Administrator, Nursing/Nurses, Occupational Therapy/Therapist, Office Surgery Registration, Optometry/Optomestrist, Owner/Developer, Pedorthist, Pharmacy/Pharmacist, Physical Therapy/Therapist, Physician And Surgeon Or Osteopath (M.D. And D.O), Physician Assistant, Physicist, Pilot, Plumbing/Plumber, Podiatry/Podiatrist, Pool/Spa, Prosthetic/Orthotic, Provisional Coastal Construction Inspect, Psychology\Psychologist, Real Estate, Refrigeration, Residential Instructor, Respiratory Care\Therapist, Retail Seller, Sec Broker, Social Work/Worker, Speech, Language & Audiology, State Pilot, Student Exemption, Talent Agency, Tank Tester, Therapeutic Radiology, Underground Utility Excavator, Veterinary/Veterinarian, and Visiting Faculty Certificate.

Request

d. Phones – U.S. phone listings and real time phone directories.

Response

LexisNexis offers Phone Listings coverage for all 50 states and Real Time Phone Directories with over 280 million telephone numbers included in this database from various sources.

Request

e. Vehicles – vehicle registration searches.

Response

Accurint offers motor vehicle registrations searches.

Request

f. Credit – history reports

Response

LexisNexis provides Equifax credit report through Accurint for Government, available on a price-per-search basis.

Request

6. ADMINISTRATION

a. Administrative services – charges and user maintenance included in per search pricing.

Response

All fees contained in the “Cost Proposal” section of this document include administrative services.

Part IV - Vendor Requirements

Request

User must be able to access data using vendor’s software.

Response

Accurint for Law Enforcement is a Web-based solution that does not require additional software. Accurint for Law Enforcement Plus requires the download of desktop software application that retrieves information via the Web. All FLPD users will receive access to the Web-only solution, and a select number of users will also access the enhanced software solution.

Request

Software to feature simple point-and-click navigation and intuitive data entry templates to reduce inefficiencies and increase the speed of report generation.

Response

Accurint is easy to use and complies with the foregoing request.

Request

Software to be accessed through any modem connection or via a DSL/Broadband/Wireless connection to the internet.

Response

Accurint will comply with the foregoing requirement.

Minimum Technical Requirements for Accurint for Law Enforcement Web solution:

- Hardware Requirements:
- PC Type: 100 MHz processor (Pentium processor recommended)
 - RAM/Memory: 32MB RAM/11.6 MB disk space
 - Other Requirements: 56K speed modem; LAN line T1

- Software Requirements:
- Browser Requirements: Internet Explorer 6.0 or newer

Minimum Technical Requirements for Accurint for Law Enforcement Plus software-based solution:

- | | |
|-------------------------------|--|
| Hardware Requirements: | <ul style="list-style-type: none">• PC Type: Pentium III 500 MHz processor or above (1.0+GHz recommended).• RAM/Memory: 96 MB RAM or more (256 MB or more recommended)• Peripheral Devices: 800 x 600 screen resolution (1024x768 preferred) |
| Software Requirements: | <ul style="list-style-type: none">• Operating System: Longhorn (Windows Code Name); Windows Server 2003 Service Pack 1; Windows Vista; Windows XP Service Pack 2.• Other Software: Internet Explorer 6.0 or newer; Microsoft MapPoint 2002 or later (optional for additional client mapping capability) |

Request

Must also be able to accept batch requests on diskette or other electronic means. If the City requests information on a large amount of people, all this data may be on the diskette or other media, and the proposer would batch process all this data at once. Batch processing would be one or several at a time. The frequency with which these requests are sent could vary from time to time. It is never a fixed amount of time, unless stipulated. Batch requests and processing are to be included in your monthly cost.

Response

LexisNexis can accept batch inquiries on diskette or other electronic means. Our Batch Solutions offer fully automated search and delivery services featuring pinpoint search logic and providing cost-effective, high-speed results.

What makes LexisNexis unique in the batch market is our ability to work with any data input set and return customized, on-point results with a processing speed that is unmatched. We build a Batch design approximately five business days after we receive the input file. Once the Batch is in production, the average turnaround time is less than 24 hours.

While most data providers require their customers to follow strict input/output layouts and file transfer methods, LexisNexis creates layouts and methods based on customer requirements. We can do this because we support a multitude of delivery options and input and output file-naming conventions.

LexisNexis will accept your files via mutually acceptable format. The secure delivery options we support include:

- Secure FTP (SSH, SSL, or PGP Encryption)
- FTP with PGP encryption of the file
- Batch Web Gateway (SSL Encryption)

LexisNexis will conduct the entire process in a secure environment. We take the responsibility to protect the data our solutions are built on with the maximum level of security. We have taken a leadership role in developing the standard for data protection and apply policies and procedures well beyond minimum requirements for regulatory compliance. The constant auditing and validation of our systems and procedures by reputable external auditing firms is an indication of our commitment to the highest quality standards.

Part IV - Service

Request

Fort Lauderdale Police Department to be provided access 24 hours a day, 7 days a week, to more than 3.6 billion public records using vendor software for Windows via any modem or via internet connection.

Response

LexisNexis provides access to more than 36 billion public records, collected from more than 40,000 sources. No other provider can give you access to more records nationwide. In addition, LexisNexis offers the following advantages in Florida:

- More MVR coverage in Florida than our closest competitor.
- More corporate filings in Florida than our closest competitor.
- Larger archive of Tax Assessor Records in Florida, and updated in all Florida counties more frequently than our closest competitor.
- Larger archive of Florida Judgment & Lien records that are updated more frequently than our closest competitor.

Accurant services are available online 24 hours a day except for regularly schedule downtime Sunday from 3 a.m. to 6 a.m. EST.

Part IV - Price Schedule

Request

Billing to be provided on a monthly basis and bills are to be itemized. Bills must include charges for different programs as directed by the Fort Lauderdale Police Department.

Response

LexisNexis understands and will comply with the foregoing requests.

Request

Specialized combination of services and prices must be incorporated into the bid. Any specialized combination of services and pricing currently available at a reduced price must be made available to Fort Lauderdale Police Department.

Response

All pricing applicable to this proposal is included in the “Cost Proposal” section.

Request

Additionally, vendor will not charge Fort Lauderdale Police Department for:

- Training
- User manuals

Response

LexisNexis understands and will comply with the foregoing requests.

Request

There will be no:

- Minimum charges
- Access fees
- On-line fees

Response

All applicable pricing is included in this document’s “Cost Proposal” section. There are no minimum charges, additional access fees, or additional online fees.

Business Licenses

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



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[Document Searches](#)

[Forms](#)

[Help](#)

[Events](#)

[Name History](#)

Entity Name Search

[Return to Search Results](#)

Detail by Entity Name

Foreign Profit Corporation

LEXISNEXIS RISK SOLUTIONS FL INC.

Filing Information

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Event Effective Date	NONE

Principal Address

1000 ALDERMAN DR.
ALPHARETTA, GA 30005

Changed: 02/15/2010

Mailing Address

255 WASHINGTON STREET
SUITE 350
NEWTON, MA 02458-1637

Changed: 01/05/2012

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Officer/Director Detail
Name & Address

Title VP

SIMONTON, RENEE L
 1105 NORTH MARKET STREET
 WILMINGTON, DE 19801

Title DP

PECK, JAMES MCEO
 1000 ALDERMAN DRIVE
 ALPHARETTA, GA 30005

Title DS

SIDEWATER, MEREDITH
 1000 ALDERMAN DRIVE
 ALPHARETTA, GA 30005

Title DVP

HORBACZEWSKI, HENRY
 125 PARK AVE, 23 FLOOR
 NEW YORK, NY 10017

Title DVT

FOGARTY, KENNETH E
 2 NEWTON PLACE, SUITE 350
 NEWTON, MA 02458

Annual Reports

Report Year	Filed Date
2010	02/15/2010
2011	01/04/2011
2012	01/05/2012

Document Images

01/05/2012 -- ANNUAL REPORT	View image in PDF format
01/04/2011 -- ANNUAL REPORT	View image in PDF format
02/15/2010 -- ANNUAL REPORT	View image in PDF format
01/04/2010 -- Name Change	View image in PDF format
04/23/2009 -- ANNUAL REPORT	View image in PDF format
06/24/2008 -- REINSTATEMENT	View image in PDF format
10/02/2006 -- Foreign Profit	View image in PDF format

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/11/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 263-7122 FAX (A/C. No.): (847) 953-5390 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED LexisNexis Risk Solutions FL Inc. 1000 Alderman Drive Alpharetta GA 30005 USA	INSURER A: American Zurich Ins Co 40142	
	INSURER B: Zurich American Ins Co 16535	
	INSURER C: ACE American Insurance Company 22667	
	INSURER D: AIG Europe Limited AA1120841	
	INSURER E:	
	INSURER F:	

Holder Identifier:

COVERAGES **CERTIFICATE NUMBER: 570048839679** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. *Limits shown are as requested*

INR LTR	TYPE OF INSURANCE	ADOL	SUBR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC				0GLG24876512	01/01/2013	01/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMFYOP AGG \$1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION				8376848 14	01/01/2013	01/01/2014	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 SOOILY INJURY (Per person) SOOILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				837684514	01/01/2013	01/01/2014	<input checked="" type="checkbox"/> WC <input type="checkbox"/> STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
D	E&O-PL-Primary				QK1304205 SIR applies per policy terms & conditions	01/01/2013	12/31/2013	Aggregate \$1,000,000

Certificate No : 570048839679

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Evidence of Coverage

CERTIFICATE HOLDER LexisNexis Risk Solutions FL Inc. 1000 Alderman Drive Alpharetta GA 30005 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVIDORS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast Inc.</i>
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Cost Proposal

PART VII - PROPOSAL PAGES – COST PROPOSAL

Proposer agrees to supply the products or services at the prices bid below in accordance with the terms, conditions, and specifications contained in this RFP, as modified by this proposal’s Contractual Matters section. All price information to be used in the bid evaluation must be on this page.

Failure to use the City’s COST PROPOSAL Page and provide costs as requested in this RFP, may deem your proposal non-responsive.

Item	Quantity	Description	Unit Price	Total Price
1	12 Months	Unlimited* Use for up to 150 users**	\$4,833* per month	\$57,996*

Firm fixed yearly rate, billed monthly

(Initial Contract period will be for 12 months with no price increases.)

The City prefers all costs included in Firm Fixed Monthly Cost. Please indicate any additional costs related to the above purchase, if applicable (i.e. license fee, software support following warranty expiration, etc.). This information may be attached as an appendix to your proposal submittal.

* City shall pay to LexisNexis each month a flat rate commitment in the amount of \$4,833 (the “Flat Rate Commitment”). If during any given calendar month of the initial term the City’s actual monthly use of services in the attached list of transactional prices (“Accurint Transactional Price Schedule”) exceeds \$14,500 (the “Cap”), LexisNexis retains the option to review the Flat Rate Commitment for the subsequent renewal terms.

The following Accurint features are not included in the Flat Rate Commitment and shall in all cases be charged separately according to the pricing specified in the attached Accurint Transactional Price Schedule: American Board of Medical Specialties Search, Bankruptcy Documents/Dockets, Businesses in the News, Canadian Phones, Court Search Wizard, Delaware Corporation Search and Report, Dun and Bradstreet Search, MVR Reports (Driving Record), People in the News, Property Deed Image, Real Time Person Search, Satellite Image, Virtual Identity Search & Report, Work Place Locator and Batching Service. Features with transactional fees will be disabled when account is set up. Please contact your account manager at any point to have these features with transactional fees enabled.

** All users can access both Accurint for Law Enforcement (Web) and Accurint for Law Enforcement Plus (desktop software).

Additional LexisNexis Product/Service	Price
Equifax Credit Reports	\$2.25 per search
Batch Services	Priced Separately – beginning on the next page

Batch Services

Prices listed below are per hit unless otherwise indicated.

PHONES & ADDRESSES	
Address (single)	\$0.13
Address (multiple)	\$0.16
Address Monitor (single)	\$0.13
Address Monitor (multiple)	\$0.16
NCOA	\$0.01
EDA Phones - Directory Assistance Match on Input (single)	\$0.10
EDA Phones - Directory Assistance Match on Input (multiple)	\$0.12
EDA Phones Monitor (single) (per input)	\$0.10
EDA Phones Monitor (multiple) (per input)	\$0.12
Waterfall Phones - Directory Assistance Match, Address and Name Variations, Co-Residents, Phones Plus & Relatives (single)	\$0.18
Waterfall Phones - Directory Assistance Match, Address and Name Variations, Co-Residents, Phones Plus & Relatives (multiple)	\$0.23
Waterfall Phones Process Monitor (single) (per input)	\$0.18
Waterfall Phones Process Monitor (multiple) (per input)	\$0.23
Real Time Phone Search	\$0.50
Reverse Phone Lookup	\$0.25
Address and Phone (single)	\$0.25
Address and Phone (multiple)	\$0.30
Address and Phone Monitor (single)	\$0.25
Address and Phone Monitor (multiple)	\$0.30
Address and/or Phone Dedupe (requires address or phone process) (single)	\$0.03
Address and/or Phone Dedupe (requires address or phone process) (multiple)	\$0.04
Phone Identifier: (CELL, PAGER, POTS (Plain Old Telephone Service), VOIP (Voice Over IP), TIME, WEATHER, Puerto Rico/US Virgin Isl)	\$0.05
Email Addresses	\$0.40
IDENTITY	
LexID -- Best	\$0.35
LexID -- Unique Identifier Only	\$0.02
Date of Birth	\$0.10
Most frequently reported SSN and/or Best SSN	\$0.35
Person Locator (includes Best Name, Address, Phone)	\$0.30
Red Flags	\$0.10
Up to five AKA's including DOB	\$0.10
RELATED INDIVIDUALS	
Associates	\$1.00
Neighbors	\$0.25
People at Work	\$1.00
People at Work Monitor (per input)	\$1.00
People at Work Flag	\$0.05
Relatives	\$1.00

Request for Proposals No. 135-11199 “Computer Search Services”

DEMOGRAPHICS	
Drivers License Locator	\$1.00
Marriages & Divorces (per input)	\$1.00
Professional Licenses	\$1.00
Provider Screening	\$6.00
Voter Registration Search	\$0.25
ASSETS	
Beneficiary Data Discovery	\$3.00
FAA Aircraft	\$0.25
Motor Vehicle Registration	\$1.00
Motor Vehicle Registration (Flag)	\$0.05
Real Time Motor Vehicle Registrations	\$1.50
Non-Registered Vehicle Indicator	\$2.50
Non-Registered Vehicle Indicator (does not include Real-Time Gateway)	\$2.00
Non-Registered Vehicle Indicator (Real-Time Gateway only)	\$1.50
Property	\$1.00
Property Capital Gains Indicator (not discounted)	\$10.00
Property Monitor	\$1.00
Property Record at Input Address (Flag)	\$0.05
Property Record at Updated Address (Flag)	\$0.05
Homestead Exemption	\$2.00
Watercraft Registration	\$1.00
Luxury Asset Tax	\$5.00
HEALTHCARE	
Patient Household Attributes (not discounted)	\$0.05
Short Term Rental Indicator	\$1.50
BUSINESS	
Business Registration Indicator	\$5.00
Corporation / Limited Partnerships Filings	\$1.00
Secretary of State	\$1.00
UCC Filings	\$1.00
DEROGATORY AND DECEASED (Non-FCRA)	
Civil and Criminal Records	\$1.00
Civil and Criminal Records (Flag)	\$0.25
Civil and Criminal Records Monitor	\$1.00
Deceased	\$0.48
Deceased (Flag)	\$0.05
Deceased Monitor	\$0.48
Foreclosure (or Pre-Foreclosure)	\$1.00
Foreclosure (or Pre-Foreclosure) (Flag)	\$0.05
Judgment and Lien	\$1.00
Foreclosure (or Pre-Foreclosure) Monitor	\$1.00
Judgment and Lien (Flag)	\$0.05
Judgment & Lien Monitor	\$1.00
Litigious Debtor (Fair Debt Collections Practice Act Filer) (per input)	\$2.50
Litigious Debtor (Fair Debt Collections Practice Act Filer) (Flag) (per input)	\$2.00

Litigious Debtor Monitor (Fair Debt Collections Practice Act Filer) (per input)	\$2.50
Negative News	\$25.00
Possible Incarceration	\$1.00
Possible Incarceration (Flag)	\$0.25
Possible Incarcerations Monitor	\$1.00
Sex Offender Search (review of existing file)	\$1.00
Suspicious Identity (Flag) (per input)	\$0.10
Tax Refund Investigative Solution (not discounted)	\$2.00
REPORTS	
ASSET REPORT: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft and UCC Filings.	\$3.50
COMPREHENSIVE REPORT: Summary Report, Phones Plus, Bankruptcy, Liens & Judgments, UCC Filings, People at Work, Driver’s Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, National Motor Vehicle Accident Search & Report, Voter Registration, Hunting/Fishing Permits, Concealed Weapons Permits, Associates, Relatives (3 Degrees), Neighbors, Criminal Records and Sexual Offenders.	\$6.00
ENTITLEMENT REPORT: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People at Work, Driver’s Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records and Sexual Offenders. Results can be restricted by the user to their applicable dates of interest.	\$4.00
FINDER REPORT: Address Summary, Others using SSN, Date/Location where SSN issued, Phone Summary, Current Listed Phones, Unverified phones with Type and Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones at Historical Addresses, Bankruptcy Filings and Corporate Affiliations.	\$3.50
SUMMARY REPORT: Address Summary, Others using SSN, Date/Location where SSN issued, Census Data, Bankruptcy Indicator, Property Indicator and Corporate Affiliations Indicator.	\$0.50
COMPREHENSIVE BUSINESS REPORT (Base Report Features: Name, Address and Phone Variations, Parent Company, Id Numbers and Industry Information)	\$0.50
Additional Report Options:	--
Associated Businesses	\$1.00
Associated People	\$1.00
Bankruptcy (Charged per search)	\$1.00
Business Registrations	\$0.25
Corporation Filings	\$1.00
Dun & Bradstreet Records (not discounted)	\$3.75
FAA Aircraft	\$0.25
Internet Domain Names	\$0.25
IRS 5500	\$1.00
Liens and Judgments (Charged per search)	\$0.25
Motor Vehicles	\$0.75
Properties	\$1.00
UCC Filings	\$0.50
Watercraft	\$1.00
CUSTOM COMPREHENSIVE REPORT (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Comprehensive Report Summary)	\$0.50

Additional Report Options:	--
Associates	\$1.00
Bankruptcy	\$1.00
Criminal Records	\$1.00
Driver Licenses Information	\$0.75
Liens and Judgments	\$0.25
Motor Vehicle(s) Registration (Watercraft & Boat Trailers included)	\$0.75
National Motor Vehicle Accident Search & Report	\$3.00
Neighborhood Profile (2000 Census)	\$0.50
Neighbors (Up to 6 Neighbors at 10 Different Addresses)	\$0.25
People at Work	\$1.00
Phones Plus	\$0.50
Professional Licenses	\$1.00
Properties	\$1.00
Relatives (Per Degree of Separation; Up to 3 Degrees)	\$1.00
Sexual Offenses	\$1.00
Supplemental Data Sources	\$1.00
UCC Filings	\$1.00
INTERNATIONAL	
Mexico Professional License Search	\$1.00
Mexico Docket Search	\$1.00
SCORING	
RecoverScore (contactability, life event) (Bankcard, Medical, Legal Recoveries, Student Loans, Telecom, Other)	\$0.10
Portfolio Evaluation Report	--

Accurant Transactional Price Schedule

FEATURE	PRICE
ADVANCED PERSON SEARCH	\$0.50
AMERICAN BOARD OF MEDICAL SPECIALTIES SEARCH	\$5.00
ASSOCIATES ("NEXT STEPS")	\$1.00
BANKRUPTCY SEARCH (Charged per search)	\$0.25
Bankruptcy Report	\$1.00
Bankruptcy Dockets (\$0.50 for first 5 pages & \$0.20 per page thereafter)	\$0.50
Bankruptcy Documents (per page, up to max charge of \$6 per document)	\$0.20
BANKRUPTCIES, LIENS & JUDGMENTS SEARCH (Charged per search)	\$0.50
BASIC LOOKUP SEARCH (Directory Assistance)	\$0.10
BOOLEAN SEARCH	\$2.00
BUSINESS CREDIT SEARCH	\$0.25
Business Credit Report	\$20.00
BUSINESS SEARCH	\$0.35
BUSINESSES IN THE NEWS SEARCH (Not discounted)	\$5.00
CANADIAN PHONES	\$0.40
CASE AUDIT COMPLIANCE	\$0.00
CASE CONNECT DECONFLICTION ALERTS	\$0.00
CIVIL COURTS SEARCH (Report Included) (Charged per search)	\$0.25
CLIA SEARCH	\$0.25
CONCEALED WEAPONS PERMIT SEARCH	\$0.25
CORPORATION FILINGS SEARCH (Report included except in Delaware)	\$1.00
COURT SEARCH WIZARD (Additional fees may apply, orders are non-refundable) (not discounted)	
County Civil Lower & Upper Court - 7 Year	\$35.00
County Civil Lower & Upper Court - 10 Year	\$40.00
County Criminal - 7 Year	\$25.00
County Criminal - 10 Year	\$30.00
Federal Division Civil - 7 Year	\$16.00
Federal Division Civil - 10 Year	\$25.00
Federal Division Criminal - 7 Year	\$16.00
Federal Division Criminal - 10 Year	\$25.00
Statewide Criminal	\$24.00
CREDIT (FCRA)	\$2.25
CREDIT REPORT (Employment Purpose only) - Single (FCRA)	\$6.00
CREDIT REPORT (Employment Purpose only) - BiMerge (FCRA)	\$12.00
CREDIT REPORT (Employment Purpose only) - TriMerge (FCRA)	\$17.00
CRIMINAL RECORDS SEARCH (Charged per search)	\$1.00
Criminal Records Report	\$1.00
DEA CONTROLLED SUBSTANCES LICENSE SEARCH	\$0.25
DEATH RECORDS SEARCH (Charged per search)	\$0.25
Death Records Report	\$1.00
DELAWARE CORPORATION SEARCH (Not discounted)	\$1.00
Delaware Corporation Report (Not discounted)	\$11.00
DRIVER LICENSES SEARCH	\$0.75
DUN & BRADSTREET (D&B) SEARCH	\$0.25
Dun & Bradstreet (D&B) Report (Not discounted)	\$3.75
E-MAIL SEARCH	\$0.40

FEATURE	PRICE
FAA AIRCRAFT SEARCH (Report Included)	\$0.25
FAA PILOT SEARCH (Report Included)	\$0.25
FEDERAL FIREARMS & EXPLOSIVES LICENSE SEARCH	\$0.25
FEDERAL EMPLOYER ID NUMBERS (FEIN)	\$0.50
FICTITIOUS BUSINESS NAME SEARCH	\$0.50
FORECLOSURES SEARCH (Report Included)	\$1.00
HUNTING/FISHING LICENSE SEARCH	\$0.25
INTERNET DOMAIN NAME SEARCH	\$0.25
LIENS & JUDGMENTS SEARCH (Charged per search)	\$0.25
Liens & Judgments Report	\$1.00
MARRIAGES/DIVORCES SEARCH	\$1.00
MEXICO PROFESSIONAL CERTIFICATION SEARCH (Charged per search) (Not discounted)	\$1.00
MEXICO DOCKET SEARCH (Charged per search) (Not discounted)	\$1.00
MOTOR VEHICLES SEARCH	\$0.75
Motor Vehicles Report	\$1.00
MVR REPORTS (DRIVING RECORDS) (Charged per search) (Not discounted)	
Alabama 3-year	\$12.00
Delaware	\$21.50
Florida 3-year	\$7.15
Florida 7-year	\$8.15
Illinois	\$17.00
Indiana 7-year	\$11.00
Iowa	\$13.50
Kansas	\$11.50
Maine 3-year	\$12.00
Minnesota 5-year	\$7.50
Mississippi 3-year	\$16.00
Nebraska 5-year	\$8.00
North Carolina 7-year	\$13.00
Rhode Island 3-year	\$23.00
South Carolina 3-year	\$12.25
Tennessee 5-year	\$12.00
Utah 3-year	\$12.25
Vermont 3-year	\$18.00
West Virginia 7-year	\$10.00
MVR WILDCARD SEARCH	\$1.00
NATIONAL MOTOR VEHICLE ACCIDENT SEARCH & REPORT (Not discounted)	\$3.00
NATIONAL UCC FILINGS SEARCH (Report Included)	\$1.00
NEIGHBORS (“NEXT STEPS”) (Not discounted)	\$0.25
NPI SEARCH	\$0.25
NPI Report	\$0.50
OFFICIAL RECORDS SEARCH (Report Included)	\$0.25
PATRIOT ACT SEARCH (Charged per search)	\$0.25
PEOPLE AT WORK SEARCH	\$1.00
PEOPLE IN THE NEWS SEARCH (Not discounted)	\$5.00
PERSON ALERTS MONITORING (Monthly Monitoring Transactions Per Account) (Alerts charged at regular price)	
1 - 50	\$3.00
51 - 250	\$15.00
251 - 500	\$30.00
501 - 1,000	\$60.00
1,001 - 5,000	\$300.00
5,001 - 25,000	\$1,500.00

FEATURE	PRICE
25,001 - 100,000	\$6,000.00
PERSON SEARCH	\$0.35
PHONES PLUS SEARCH	\$0.50
PROFESSIONAL LICENSES SEARCH (Charged per search)	\$1.00
PROPERTY ASSESSMENTS SEARCH	\$1.00
Property Assessments Report	\$1.00
PROPERTY DEEDS SEARCH	\$1.00
Property Deeds Report (excluding Deed Image)	\$1.00
Property Deeds Image (addl charge when ordered within Property Reports) (Not discounted)	\$8.00
PROPERTY SEARCH (Property Assessments, Deeds & Mortgages)	\$2.00
Property Report (Property Assessments, Deeds & Mortgages excluding Deed Image)	\$2.00
PROVIDER SEARCH	\$0.25
Provider Report	\$5.00
PROVIDER SANCTION SEARCH (Charged per search)	\$0.25
Provider Sanction Report	\$5.00
REAL TIME MOTOR VEHICLE REGISTRATIONS (Charged per search)	\$3.50
REAL TIME PERSON SEARCH (Charged per search)	\$3.50
REAL TIME PHONE SEARCH	\$0.50
RELATIVES ("NEXT STEPS")	\$1.00
RELATIVES, NEIGHBORS & ASSOCIATES ("NEXT STEPS")	\$2.00
RELEVANT VISUAL LINK ANALYSIS (Per Diagram) (Not discounted)	\$2.00
REVERSE LOOKUP SEARCH (Reverse Directory)	\$0.10
SATELLITE IMAGE SEARCH	\$0.00
SEXUAL OFFENDERS SEARCH (Report Included) (Charged per search)	\$1.00
VIRTUAL IDENTITY SEARCH & REPORT	\$2.00
VOTER REGISTRATION SEARCH	\$0.25
WATERCRAFT SEARCH	\$0.50
Watercraft Report	\$1.00
WORKPLACE LOCATOR (Not discounted)	\$3.50
REPORTS	
ASSET REPORT: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft and UCC Filings.	\$3.50
AUTOMATED VALUATION MODEL (AVM) REPORT	\$5.00
BUSINESS LINK REPORT (Charged per search)	\$5.00
COMPREHENSIVE REPORT (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, National Motor Vehicle Accident Search & Report, Hunting / Fishing Permits, Liens & Judgments, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$6.00
FINDER REPORT: Address Summary, Others using SSN, Date/Location where SSN issued, Phone Summary, Current Listed Phones, Unverified phones with Type and Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones at Historical Addresses, Bankruptcy Filings and Corporate Affiliations.	\$3.50
SUMMARY REPORT: Address Summary, Others using SSN, Date/Location where SSN issued, Census Data, Bankruptcy Indicator, Property Indicator and Corporate Affiliations Indicator.	\$0.50
COMPREHENSIVE ADDRESS REPORT (Base Report Features: Current and Previous Residents and Phones at Address)	\$0.50
Additional Report Options:	
Bankruptcy (Charged per search)	\$1.00
Businesses at Address	\$0.25

Request for Proposals No. 135-11199 "Computer Search Services"

FEATURE	PRICE
Concealed Weapons Permit Search	\$0.25
Criminal Records Search (Charged per search)	\$1.00
Criminal Records Report	\$1.00
Driver Licenses at Address	\$0.75
Hunting/Fishing License Search	\$0.25
Liens and Judgments (Charged per search)	\$0.25
Motor Vehicles Registered at Address	\$0.75
Neighborhood Profile (2010 Census)	\$0.50
Neighbors at Address	\$0.25
Property Ownership Current / Previous	\$1.00
Sexual Offenders Search (Report Included) (Charged per search)	\$1.00
COMPREHENSIVE BUSINESS REPORT (Base Report Features: Name, Address and Phone Variations, Parent Company, Id Numbers and Industry Information)	\$0.50
Additional Report Options:	
Associated Businesses	\$1.00
Associated People	\$1.00
Bankruptcy (Charged per search)	\$1.00
Business Registrations	\$0.25
Corporation Filings	\$1.00
Dun & Bradstreet Records (Not Discounted)	\$3.75
FAA Aircraft	\$0.25
Internet Domain Names	\$0.25
IRS 5500	\$1.00
Liens and Judgments (Charged per search)	\$0.25
Motor Vehicles	\$0.75
Properties	\$1.00
UCC Filings	\$0.50
Watercraft	\$1.00
CUSTOM COMPREHENSIVE REPORT (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	\$0.50
Additional Report Options:	
Associates	\$1.00
Bankruptcy (Charged per search)	\$1.00
Criminal Records (Charged per search)	\$1.00
DEA Controlled Substances License Search	\$0.25
Driver Licenses Information	\$0.75
Email Search	\$0.40
Federal Firearms & Explosives License Search	\$0.25
Liens and Judgments (Charged per search)	\$0.25
Motor Vehicle(s) Registration (Watercraft & Boat Trailers included)	\$0.75
National Motor Vehicle Accident Search & Report	\$3.00
Neighborhood Profile (2010 Census)	\$0.50
Neighbors (Up to 6 Neighbors at 10 Different Addresses)	\$0.25
People at Work	\$1.00
Phones Plus	\$0.50
Professional Licenses (Charged per search)	\$1.00
Properties	\$1.00
Relatives (Per Degree of Separation; Up to 3 Degrees)	\$1.00
Sexual Offenses (Charged per search)	\$1.00
Supplemental Data Sources (Charged per search)	\$1.00
UCC Filings	\$1.00

FEATURE	PRICE
FLAT RATE COMPREHENSIVE HEALTHCARE BUSINESS REPORT (includes Base Report Features and Additional Report Options listed below)	\$10.00
COMPREHENSIVE HEALTHCARE BUSINESS REPORT (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	\$0.50
Additional Report Options:	
Associated Businesses	\$1.00
Associated People	\$1.00
Bankruptcy (Charged per search)	\$1.00
Business Phone Matches	\$0.25
Business Registrations	\$0.25
Corporation Filings	\$1.00
Dun & Bradstreet Records (Not Discounted)	\$3.75
FAA Aircraft	\$0.25
Internet Domain Names	\$0.25
IRS 5500	\$1.00
Liens and Judgments (Charged per search)	\$0.25
Motor Vehicles	\$0.75
Properties	\$1.00
Sanctions	\$0.50
UCC Filings	\$0.50
Verification	\$0.75
Watercraft	\$1.00
FLAT RATE COMPREHENSIVE HEALTHCARE PROVIDER REPORT (includes Base Report Features and Additional Report Options listed below)	\$6.00
COMPREHENSIVE HEALTHCARE PROVIDER REPORT (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	\$0.50
Additional Report Options:	
Additional Deceased Data Sources	\$0.00
Associates	\$0.00
Bankruptcy (Charged per search) (Not discounted)	\$0.25
Business Address Summary	\$0.25
Business Affiliations	\$0.50
Business Phone Matches	\$0.25
DEA Licenses	\$0.25
Degrees	\$0.00
Education	\$0.50
Group Affiliations	\$0.50
GSA Sanctions (Charged per search)	\$0.50
Hospital Affiliations	\$0.50
Liens and Judgments (Charged per search)	\$0.25
Medical Licenses (Charged per search)	\$1.00
Possible Criminal Records (Charged Per Search)	\$0.25
Professional Licenses (Charged per search)	\$1.00
Sanctions (Disciplinary) (Charged per search)	\$0.50
Specialties	\$0.00
Verification	\$0.75
ONLINE BATCH	
Advanced Person Search	\$0.50
Deceased Person	\$0.25
Address (single)	\$0.13
Address (multiple)	\$0.16
EDA Phones (Directory Assistance) (single)	\$0.10

Request for Proposals No. 135-11199 “Computer Search Services”

FEATURE	PRICE
EDA Phones (Directory Assistance) (multiple)	\$0.12
Waterfall Phones - Directory Assistance Match, Address and Name Variations, Co-Residents, Phones Plus & Relatives; Add-ons Possible Relocation, Neighbors & People at Work (single)	\$0.23
Waterfall Phones - Directory Assistance Match, Address and Name Variations, Co-Residents, Phones Plus & Relatives; Add-ons Possible Relocation, Neighbors & People at Work (multiple)	\$0.25
Address and Phones (single)	\$0.25
Address and Phones (multiple)	\$0.30
Address and/or Phone Dedupe (per input) (single)	\$0.03
Address and/or Phone Dedupe (per input) (multiple)	\$0.04
Phones Plus	\$0.50
Real Time Phone Search	\$0.50
Real Time Motor Vehicle Registrations	\$1.50
Property - Add Up to Five Properties owned by the subject	\$1.00
Consumer InstantID	\$0.65
Consumer InstantID with Fraud Defender	\$0.95
Consumer InstantID with Red Flags Rule	\$0.90
Business InstantID	\$1.30
Business InstantID with Fraud Defender	\$1.30
Multiple = 2 or more phones/addresses returned	

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Questionnaire

1. Are there items that you will provide which are not listed in the RFP Specifications?
Please indicate any additional items that your proposal includes (Use a separate sheet if necessary):

Yes. Attached to the end of this questionnaire is a detailed listing of content you will access.

2. Is there anything contained in the RFP specifications that is NOT included in your RFP response?

YES: X NO:

IF YES, please provide details (use separate sheet in necessary):

This proposal includes point-by-point responses to all RFP requirements. Please see the proposal's Part IV – Functional Requirements for details on LexisNexis' available coverage in response to FLPD's specifically requested data coverage.

3. Did you include copies of any forms or agreements that may be required for the City to execute?

YES: X NO:

If NO: Please explain:

EXPERIENCE:

1. Number of years' experience the proposer has had in providing similar services:

40 Years

2. List below those persons who will have a management or senior artistic position working with the City, if you are awarded the contract. List name, title or position, and project duties. A resume or summary of experience and qualifications must accompany your proposal.

Chris Ternus will have primary account management responsibility on behalf of LexisNexis. You may contact him by phone at (561) 704-5729 or by e-mail at Chris.Ternus@lexisnexis.com. His title is LexisNexis Government Solutions Sales Executive. For a description of his duties and experience, please see this proposal's "Statement of Proposed Services" section, under the "Proposer's Competence and Staff" heading.

3. Does your proposal provide Web-based analytics?

YES: X NO: _____

4. List three clients/references for whom you have provided similar services in the last three years. Provide agency name, address, telephone number, contact person, e-mail address and date service was provided. If services provided differs from the one presented in your proposal, please delineate such differences.

Company/Agency Name: City of Raleigh - Raleigh Police Department

Address: 110 S McDowell St., Raleigh, NC 27601

Contact Name: Lt. Richard Hoffman Telephone: (919) 542-5410

E-Mail Address: Richard.hoffman@raleighnc.gov Fax: (919) 831-6138

When was your contract awarded: 8/1/2001

Company/Agency Name: Jacksonville Sheriff's Office

Address: 501 Bay St, Room 220, Jacksonville, FL 32202

Contact Name: Assistant Chief Chris Butler Telephone: (904) 386-5686

E-Mail Address: Christopher.Butler@jaxsheriff.org Fax: _____

When was your contract awarded: 6/1/2007

Company/Agency Name: City of Atlanta Police Department

Address: 226 Peachtree St. SW, Atlanta, GA 30303

Contact Name: Sergeant Charles Hampton Telephone: (404) 546-7986

E-Mail Address: crhampton@atlantaga.gov Fax: _____

When was your contract awarded: 1/1/2008

Accurint Features

- Advanced Person Search
- Associates
- Bankruptcy Search
- Bankruptcy Report
- Bankruptcies, Liens & Judgments Search
- Basic Lookup Search (Directory Assistance)
- Boolean Search
- Business Credit Search
- Business Credit Report
- Business Search
- Case Audit Compliance
- Case Connect Deconfliction Alerts
- Civil Courts Search
- CLIA Search
- Concealed Weapons Permit Search
- Corporation Filings Search
- Criminal Records Search
- Criminal Records Report
- Credit Report
- DEA Controlled Substances License Search
- Death Records Search
- Death Records Report
- Driver Licenses Search
- Email Search
- E-Mail Search
- FAA Aircraft Search
- FAA Pilot Search
- Federal Firearms & Explosives License Search
- Federal Employer Id Numbers (FEIN)
- Fictitious Business Name Search
- Foreclosures Search
- Hunting/Fishing License Search
- Internet Domain Name Search
- Liens & Judgments Search
- Liens & Judgments Report
- Marriages/Divorces Search
- Mexico Professional Certification Search
- Mexico Docket Search
- Motor Vehicles Search
- MVR Wildcard Search
- National Motor Vehicle Accident Search & Report
- National UCC Filings Search
- Neighbors (Up to 6 Neighbors at 10 Different Addresses)
- NPI Search
- NPI Report
- Official Records Search
- Patriot Act Search
- People at Work Search
- Person Alerts Monitoring
- Person Search
- Phones Plus Search
- Professional Licenses Search
- Property Assessments Search
- Property Assessments Report
- Property Deeds Search
- Property Deeds Report
- Property Search (Property Assessments, Deeds & Mortgages)
- Provider Search
- Provider Report
- Provider Sanction Search
- Real-Time Motor Vehicle Registrations
- Real Time Phone Search
- Relatives, Neighbors & Associates
- Relavint Visual Link Analysis
- Reverse Lookup Search (Reverse Directory)
- Satellite Image Search
- Sexual Offenders Search
- Voter Registration Search
- Watercraft Search
- Watercraft Report

Reports

- **Asset Report:** Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft and UCC Filings.
- **Automated Valuation Model (AVM) Report**
- **Business Link Report**
- **Comprehensive Report:** Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver’s Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, National Motor Vehicle Accident Search & Report, Hunting / Fishing Permits, Liens & Judgments, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.
- **Finder Report:** Address Summary, Others using SSN, Date/Location where SSN issued, Phone Summary, Current Listed Phones, Unverified phones with Type and Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones at Historical Addresses, Bankruptcy Filings and Corporate Affiliations.
- **Summary Report:** Address Summary, Others using SSN, Date/Location where SSN issued, Census Data, Bankruptcy Indicator, Property Indicator and Corporate Affiliations Indicator.
- **Comprehensive Address Report** (Base Report Features: Current and Previous Residents and Phones at Address)
- **Additional Report Options:**
 - Bankruptcy
 - Businesses at Address
 - Concealed Weapons Permit Search
 - Criminal Records Search
 - Criminal Records Report
 - Driver Licenses at Address
 - Hunting/Fishing License Search
 - Liens and Judgments
 - Motor Vehicles Registered at Address
 - Neighborhood Profile (2010 Census)
 - Neighbors at Address
 - Property Ownership Current / Previous
 - Sexual Offenders Search
- **Comprehensive Business Report** (Base Report Features: Name, Address and Phone Variations, Parent Company, Id Numbers and Industry Information)
 - **Additional Report Options:**
 - Associated Businesses
 - Associated People
 - Bankruptcy
 - Business Registrations
 - Corporation Filings
 - FAA Aircraft

- Internet Domain Names
 - IRS 5500
 - Liens and Judgments
 - Motor Vehicles
 - Properties
 - UCC Filings
 - Watercraft
- **Custom Comprehensive Report** (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)
 - **Additional Report Options:**
 - Associates
 - Bankruptcy
 - Criminal Records
 - DEA Controlled Substances License Search
 - Driver Licenses Information
 - Federal Firearms & Explosives License Search
 - Liens and Judgments
 - Motor Vehicle(s) Registration (Watercraft & Boat Trailers included)
 - National Motor Vehicle Accident Search & Report
 - Neighborhood Profile (2010 Census)
 - Neighbors
 - People at Work
 - Professional Licenses
 - Properties
 - Relatives (Up to 3 Degrees)
 - Sexual Offenses
 - Supplemental Data Sources
 - UCC Filings
 - **Comprehensive Healthcare Business Report**
 - **Comprehensive Healthcare Provider Report**

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Local Business Preference Certification Statement

RFP NO. 135-11199

TITLE: Computer Search Services

ATTACHMENT "A"

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this RFP. Violation of the foregoing provision may result in contract termination.

(1) _____
 Business Name is a **Class A Business** as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(2) _____
 Business Name is a **Class B Business** as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(3) _____
 Business Name is a **Class C Business** as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4) _____
 Business Name requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5) _____
 Business Name requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6) LexisNexis Risk Solutions FL Inc.
 Business Name is considered a **Class D Business** as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration. (Notary not required for Class "D")

PROPOSER'S COMPANY: LexisNexis Risk Solutions FL Inc.

AUTHORIZED COMPANY PERSON: Haywood Talcove
NAME

Signed by
Haywood Talcove
 SIGNATURE
3/25/13
 DATE
 Reviewed by CB/ES
 Legal

STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ and _____ as _____ and _____ respectively, _____ of _____ They are personally known to me or have produced _____ as identification.
 (SEAL)

 Notary Public, State of _____
 (Signature of Notary taking Acknowledgment)

 Name of Notary Typed, Printed or Stamped

 My Commission Expires:

 Commission Number

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Contractual Matters

**LexisNexis Risk Solutions FL Inc. and its affiliates (“Contractor” or “LN”)
Supplemental Terms to the Request for Proposal (“RFP”)
by the City of Fort Lauderdale Police Department (“City” or “Customer”)**

RFP #: 135-11199

Title: Computer Search Services

(1) If Contractor is selected by City in connection with the RFP documents, including the City’s Sample Contract Agreement, at City’s request, Contractor undertakes to make good faith efforts to negotiate the contract in order to reach a fair agreement, satisfactory to both parties.

(2) Due to the nature of the origin of public record information, the public records and commercially available data sources used in reports may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. This product or service aggregates and reports data, as provided by the public records and commercially available data sources, and is not the source of the data, nor is it a comprehensive compilation of the data.

(3) For the provision of all Non-FCRA Services proposed hereunder, the following shall apply: These services are not provided by “**consumer reporting agencies**,” as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) (“**FCRA**”) and do not constitute “**consumer reports**,” as that term is defined under the FCRA. Accordingly, such services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another permissible purpose under the FCRA. Should City require services for any FCRA purposes, Contractor will be happy to propose those services and terms for use of those services upon City’s request.

(4) With the exception of a demo or a pilot providing depersonalized, aggregated data, Contractor requires City’s certification, in writing, to its permissible use(s) of Contractor supplied services, completion of a separate contract form, and acceptance of certain terms and conditions prior to the provision of any data to City.

EXCEPTIONS TO THE RFP

Part III, Special Conditions

Section 07 (Contract Period)

Contractor requests that the following be appended to this section:

“The terms and conditions of the Contract shall govern the provision of the Services during such extension period.”

Section 08 (Cost Adjustments)

Contractor requests that the second, third and fourth paragraphs in this section be deleted in their entirety.

Section 13 (No Exclusive Contract/Additional Services)

Contractor requests that the following be appended to this section:

“It is understood that each participating agency shall have to certify, in writing, to its permissible use(s) of the Contractor supplied services, and in some instances, complete a separate contract form at the time at which such participating agency contracts for services with Contractor.”

Section 14 (Deletion of Modification of Services)

Contractor requests that the word “**Contract**” in this section be deleted and replaced with the word “**Services.**”

Section 21 (Sample Contract Agreement)

If Contractor is selected by City in connection with the RFP documents, including the City's Sample Contract Agreement, at City's request, Contractor undertakes to make good faith efforts to negotiate the contract in order to reach a fair agreement, satisfactory to both parties.

Contractor's Terms and Conditions for Non-FCRA Services

As supplied in the LexisNexis Non-FCRA Application & Agreement Government Agencies and Law Enforcement, attached hereto as **Exhibit A**, with the following revisions:

25. ENTIRE AGREEMENT

Contractor requests that the following be appended to this section:

This Agreement consists of the following documents:

- a. Contractor's Non-FCRA Application and Agreement and LN FCRA Application & Agreement - For Existing Non-FCRA Government Agency Customers, attached hereto as Exhibit A,
- b. Contractor's “**Supplemental Terms to the RFQ**” document
- c. Contractor's response to the RFP (exclusive of a and b)
- e. City's Terms and Conditions

In the event of a conflict between or among the terms of the above documents, the terms in the document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

Exhibit A

LN Non-FCRA Application & Agreement Government Agencies & Law Enforcement

LexisNexis Risk Solutions FL Inc. and its Affiliates (collectively or individually "LN") provide various Non-FCRA products and services (the "LN Services"). The information submitted on this Application and Agreement ("Agreement") will be used to determine the Customer's (as defined below) eligibility for accessing the LN Services. LN reserves the right to reject this Agreement without reason or for any reason whatsoever, without recourse against LN, or any of its employees, officers, directors, agents, affiliates, or other designees. Additionally, Customer hereby authorizes LN to independently verify the information provided herein and perform research about the individuals identified herein. "Affiliates" are those affiliates of LexisNexis Risk Solutions FL Inc. that provide LN Services pursuant to this Agreement.

PART 1 - CUSTOMER INFORMATION (This section must be filled out entirely)

SECTION A: AGENCY INFORMATION ("Customer") (P.O. Boxes and Maildrop Addresses Cannot be Used)

Agency Name (Full Legal Name)

REQUIRED _____

Physical

Address* _____

Cit _____

State _____

Zip _____

y _____

Main Agency Phone _____

Fa _____

Web Address _____

Number* _____

x _____

*** Physical location where information will be used. Phone number must be Main number/Switchboard number at this location.**

If located at the above address less than six (6) months, provide most recent prior address below:

Physical

Address _____

Cit _____

State _____

Zip _____

y _____

IP Address** _____

IP Address Range** From _____

To _____

** If you do not know your company's IP address(es): Contact your network administration OR log onto <https://www.whatismyip.com>

SECTION B: CUSTOMER ADMINISTRATOR* OR MAIN CONTACT INFORMATION

Last Name _____ First Name _____ Middle Initial _____

Title _____ Telephone _____ Email Address _____

Admin IP Address _____

* Required only for local and municipal agencies - For credentialing purposes, each Customer Administrator must provide two (2) of the three (3) following pieces of identified information.

1. First five (5) digits of your Social Security Number _____

2. Full date of birth _____

3. Home address _____

ADDITIONAL CUSTOMER ADMINISTRATOR* OR MAIN CONTACT INFORMATION (Optional)

Last Name _____ First Name _____ Middle Initial _____

Title _____ Telephone _____ Email _____

Admin IP Address _____ e _____ Address _____

* Required only for local and municipal agencies - For credentialing purposes, each Customer Administrator must provide two (2) of the three (3) following pieces of identified information.

1. First five (5) digits of your Social Security Number _____
2. Full date of birth _____
3. Home address _____

PART 2 - CREDENTIALING

SECTION A: CUSTOMER SECURITY CERTIFICATION

Customer certifies that the Customer has not been the subject of any proceeding regarding any trust-related matter including, but not limited to, fraud, counterfeiting, identity theft and the like, and that Customer has not been the subject of any civil, criminal or regulatory matter that would create an enhanced security risk to LN or its data, including, but not limited to, any matter involving potential violations of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801, et seq.) and its implementing regulations (collectively, "GLBA"), the Driver's Privacy Protection Act (18 U.S.C. § 2721, et seq.) and related state laws (collectively, the "DPPA"), the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA"), the Fair Debt Collection Practices Act (15 U.S.C. § 1692-1692p) ("FDCPA") or any other similar legal or regulatory guidelines. If any such matter has occurred, Customer shall attach a signed statement, along with all relevant supporting documentation, providing all details of this matter prior to execution of this Agreement.

SECTION B: VENDOR REFERENCE RELEASE - Required only for local and municipal agencies.

Please list at least one (1) current Business to Business Vendor Reference. This section is optional, but if it is not completed and LN is not able to complete its credentialing process, LN reserves the right to re-request this information prior to account activation. Such re-request will result in processing delays.

Company Name _____	Contact _____
Address _____	
City _____	Stat _____ Zip _____
Phone _____	e _____
Email _____	Fax _____
	Account Number (if applicable) _____

Company Name _____	Contact _____
Address _____	
City _____	Stat _____ Zip _____
Phone _____	e _____
Email _____	Fax _____
	Account Number (if applicable) _____

SECTION C: AGENCY INFORMATION (select one)

- | | | | |
|---|--|---|--|
| <input type="checkbox"/> Federal Government | <input type="checkbox"/> Federal Law Enforcement | <input type="checkbox"/> State Government | <input type="checkbox"/> State Law Enforcement |
| <input type="checkbox"/> Local/Municipal Government | <input type="checkbox"/> Local/Municipal Law Enforcement | | |
| <input type="checkbox"/> Other (Specify) _____ | | | |

SECTION D: PURPOSE OF USE

Describe _____

SECTION E: ACCESS (select all that apply)

- Server (system to system) Internet/PC Fax Phone
 Other _____

SECTION F: SITE VISIT INFORMATION

A site visit will be required for local and municipal agencies. Site visits may be required for any other Customer. Should a site visit be required, Customer agrees to authorize the site visit, cooperate in the site visit, and to pay the site visit charges as stated in the Schedule(s) A to this Agreement. Site visits are conducted for LN by an approved third-party. Please indicate if the appropriate contact is different than the contact listed in Part 1, Section B.

Site Visit Contact _____
 Contact Phone _____
 Contact Email _____

PART 3 - BILLING INFORMATION

SECTION A: CREDIT CARD INFORMATION (If you choose to be billed on a credit card, fill out this portion and proceed to Part 3, Section C. If you choose to be billed directly, skip Part 3, Section A and proceed to Part 3, Section B). LN accepts MasterCard, Visa, and American Express. For security and authentication purposes, LN requires the account holder to provide the address to which the credit card company mails the monthly statement.

Cardholder Name _____
 Credit Card Statement Address _____
 City _____ State _____ Zip _____
 Card Type: MasterCard Visa American Express
 Card Number _____ Expiration (MM/YY) _____

If I have elected to be credit card billed, I hereby authorize LN to bill this credit card for the charges incurred for use of LN Services. Additionally, I hereby agree that, if the credit card company refuses to pay LN for such charges incurred, the Customer shall be responsible for the payment of such charges. ***If credit card billing is elected, the below signatory must be the credit card holder.***

Credit Card Billing Signature: _____
 Print Name _____
 Title _____
 Dated _____ (mm/dd/yy)

SECTION B: DIRECT BILLING INFORMATION

By submitting this direct billing application, Customer certifies that the individual whose name appears below is authorized to apply for credit on behalf of the Customer named in this Agreement. Customer certifies that the information provided relating to this credit application is true and complete. Customer hereby grants LN permission to verify the credit information provided herein.

BILLING CONTACT

Last Name _____ First Name _____ Title _____
 Telephone _____ Email _____
 Billing Address _____

Address _____
 City _____ State _____ Zip _____

SECTION C: ADDITIONAL BILLING INFORMATION

Require a P.O. Number on No Yes If Yes, provide P.O. Number _____
 Invoice?
 Sales Tax Exempt No Yes If Yes, provide proof of exemption.

PART 4 - PERMISSIBLE USE CERTIFICATIONS

Law Enforcement Agencies Only: Review and, if appropriate, certify to the following:

Customer represents and warrants that it will use the LN Services solely for law enforcement purposes, which comply with applicable privacy laws including, but not limited to the GLBA and the DPPA. To certify, check here: Proceed to Part 4, Section C.

SECTION A: GLBA EXCEPTION/PERMISSIBLE PURPOSE – NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display nonpublic personal information that is governed by the privacy provisions of the GLBA. Customer certifies it has the permissible purposes under the GLBA to use and/or obtain such information, as marked below, and Customer further certifies it will use such information obtained from LN Services only for such purpose(s) selected below or, if applicable, for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

(At least one (1) must be checked to be permitted access to GLBA data)

<input type="checkbox"/>	No applicable GLBA exception/permissible use.
<input type="checkbox"/>	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
<input type="checkbox"/>	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications.
<input type="checkbox"/>	To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
<input type="checkbox"/>	In required institutional risk control programs.
<input type="checkbox"/>	In resolving consumer disputes or inquiries.
<input type="checkbox"/>	Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
<input type="checkbox"/>	Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
<input type="checkbox"/>	In complying with federal, state, or local laws, rules, and other applicable legal requirements.
<input type="checkbox"/>	To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies (including a Federal functional regulator, the Secretary of Treasury, a State insurance authority, or the Federal Trade Commission), self-regulatory organizations, or for an investigation on a matter related to public safety.

SECTION B: DPPA PERMISSIBLE USES – NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display personal information, the use of which is governed by the DPPA. Customer certifies it has a permissible use under the DPPA to use and/or obtain such information and Customer further certifies it will use such information obtained from LN Services only for one (1) or more of the purposes selected below or for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

(At least one (1) must be checked to be permitted access to DPPA data)

<input type="checkbox"/>	No permissible use.
<input type="checkbox"/>	For use in connection with any civil, criminal, administrative, or arbitral proceeding in any federal, state, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.

<input type="checkbox"/>	For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only— (A) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and (B) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
<input type="checkbox"/>	Use by a government agency, but only in carrying out its functions.
<input type="checkbox"/>	Use by any person acting on behalf of a government agency, but only in carrying out the agency's functions.
<input type="checkbox"/>	Use by an insurer (or its agent) in connection with claims investigation activities or antifraud activities.
<input type="checkbox"/>	In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).
<input type="checkbox"/>	Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code.
<input type="checkbox"/>	For use in providing notice to the owners of towed or impounded vehicles.
<input type="checkbox"/>	For use in connection with the operation of private toll transportation facilities.

With regard to the information that is subject to the DPPA, some state laws' permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will use the information described in Sections A and B of this Part 4 only in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

SECTION C: QUALIFIED ACCESS

Certain users (“Authorized Users”) may be able to obtain full social security numbers (nine (9) digits) and driver's license numbers (collectively, “QA Data”), when appropriate, through some LN Services. Only those users that are within the Authorized User List below, and that use QA Data for an Authorized Use identified below, may qualify. To potentially qualify as an Authorized User, Customer must certify that its business is within the Authorized User List below and its use of QA Data is within the Authorized Use List below.

- Customer is **NOT** requesting access to QA Data (proceed to Part 5).
- Customer is requesting access to QA Data. Complete the sections below.

What department will be using QA Data? _____

SOCIAL SECURITY NUMBERS

1. AUTHORIZED USER (At least one (1) must be checked to receive Social Security Numbers)

<input type="checkbox"/>	Not an authorized user.
<input type="checkbox"/>	Federal, state or local government agency with law enforcement responsibilities.
<input type="checkbox"/>	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
<input type="checkbox"/>	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
<input type="checkbox"/>	Collection department of a creditor.
<input type="checkbox"/>	Collection company acting on behalf of a creditor or on its own behalf.
<input type="checkbox"/>	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business: _____

2. AUTHORIZED USE (At least one (1) must be checked to receive Social Security Numbers)

<input type="checkbox"/>	No authorized use.
<input type="checkbox"/>	Location of suspects or criminals.
<input type="checkbox"/>	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
<input type="checkbox"/>	Location of individuals alleged to have failed to pay taxes or other lawful debts.
<input type="checkbox"/>	Identity verification.
<input type="checkbox"/>	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Social Security Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

DRIVER'S LICENSE NUMBERS

1. AUTHORIZED USER (At least one (1) must be checked to receive Driver's License Numbers)

<input type="checkbox"/>	Not an authorized user.
<input type="checkbox"/>	Federal, state or local government agency with law enforcement responsibilities.
<input type="checkbox"/>	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
<input type="checkbox"/>	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
<input type="checkbox"/>	Collection department of a creditor.
<input type="checkbox"/>	Collection company acting on behalf of a creditor or on its own behalf.
<input type="checkbox"/>	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Driver's License Numbers)

<input type="checkbox"/>	No authorized use.
<input type="checkbox"/>	Location of suspects or criminals.
<input type="checkbox"/>	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
<input type="checkbox"/>	Location of individuals alleged to have failed to pay taxes or other lawful debts.
<input type="checkbox"/>	Identity verification.
<input type="checkbox"/>	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Driver's License Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

PART 5 - TERMS AND CONDITIONS

1. **SCOPE OF SERVICES.** LN agrees to provide the LN Services described in a Purchase Order or Schedule A to this Agreement to Customer, subject to the terms and conditions herein. This Agreement shall encompass any and all delivery methods provided to Customer for the LN Services, including, but not limited to, online, batch, XML, assisted searching, machine-to-machine searches, and any other means which may become available.

2. **RESTRICTED LICENSE.** LN hereby grants to Customer a restricted license to use the LN Services and any data contained therein, subject to the restrictions and limitations set forth below:

(i) Generally. LN hereby grants to Customer a restricted license to use the LN Services solely for Customer's own internal business purposes. Customer represents and warrants that all of Customer's use of the LN Services shall be for only legitimate business purposes, including those specified by Customer in connection with a specific information request, relating to its business and as otherwise governed by the Agreement. Customer shall not use the LN Services for marketing purposes or resell or broker the LN Services to any third-party, and shall not use the LN Services for personal (non-business) purposes. Customer shall not use the LN Services to provide data processing services to third-parties or evaluate data for third-parties or, without LN's consent, to compare the LN Services against a third party's data processing

services. Customer agrees that, if LN determines or reasonably suspects that continued provision of LN Services to Customer entails a potential security risk, or that Customer is in violation of any provision of this Agreement or law, LN may take immediate action, including, without limitation, terminating the delivery of, and the license to use, the LN Services. Customer shall not access the LN Services from Internet Protocol addresses located outside of the United States and its territories without LN's prior written approval. Customer may not use the LN Services to create a competing product. Customer shall comply with all laws, regulations and rules which govern the use of the LN Services and information provided therein. LN may at any time mask or cease to provide Customer access to any LN Services or portions thereof which LN may deem, in LN's sole discretion, to be sensitive or restricted information.

(ii) **GLBA Data.** Some of the information contained in the LN Services is “nonpublic personal information,” as defined in the Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the “GLBA”), and is regulated by the GLBA (“GLBA Data”). Customer shall not obtain and/or use GLBA Data through the LN Services in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. Customer acknowledges and agrees that it may be required to certify its permissible use of GLBA Data falling within an exception set forth in the GLBA at the time it requests information in connection with certain LN Services and will recertify upon request by LN. Customer certifies with respect to GLBA Data received through the LN Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

(iii) **DPPA Data.** Some of the information contained in the LN Services is “personal information,” as defined in the Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the “DPPA”), and is regulated by the DPPA (“DPPA Data”). Customer shall not obtain and/or use DPPA Data through the LN Services in any manner that would violate the DPPA. Customer acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain LN Services and will recertify upon request by LN.

(iv) **Social Security and Driver's License Numbers.** LN may in its sole discretion permit Customer to access QA Data (as previously defined). If Customer is authorized by LN to receive QA Data, and Customer obtains QA Data through the LN Services, Customer certifies it will not use the QA Data for any purpose other than as expressly authorized by LN policies, the terms and conditions herein, and applicable laws and regulations. In addition to the restrictions on distribution otherwise set forth in Paragraph 3 below, Customer agrees that it will not permit QA Data obtained through the LN Services to be used by an employee or contractor that is not an Authorized User with an Authorized Use. Customer agrees it will certify, in writing, its uses for QA Data and recertify upon request by LN. Customer may not, to the extent permitted by the terms of this Agreement, transfer QA Data via email or ftp without LN's prior written consent. However, Customer shall be permitted to transfer such information so long as: 1) a secured method (for example, sftp) is used, 2) transfer is not to any third-party, and 3) such transfer is limited to such use as permitted under this Agreement. LN may at any time and for any or no reason cease to provide or limit the provision of QA Data to Customer.

(v) **Copyrighted and Trademarked Materials.** Customer shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the LN Services.

(vi) **Additional Terms.** To the extent that the LN Services accessed by Customer include information or data described in the Risk Supplemental Terms contained at the following website: www.lexisnexis.com/terms/risksuppl/, Customer agrees to comply with the Risk Supplemental Terms set forth therein. Additionally, certain other information contained within the LN Services is subject to additional obligations and restrictions. These services include, without limitation, news, business information, and federal legislative and regulatory materials. To the extent that Customer receives such information through the LN Services, Customer agrees to comply with the Terms and Conditions contained at the following website: www.lexisnexis.com/terms/general/ (the “L&P Terms”). The Risk Supplemental Terms and the L&P Terms are hereby incorporated into this Agreement by reference. In the event of a direct conflict between this Agreement, the Risk Supplemental Terms, and the L&P Terms, the order of precedence shall be as follows: this Agreement, the Risk Supplemental Terms and then the L&P Terms.

(vii) **Fair Credit Reporting Act.** The LN Services provided pursuant to this Agreement are not provided by “consumer reporting agencies,” as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) (“FCRA”) and do not constitute “consumer reports,” as that term is defined under the FCRA. Accordingly, LN Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another permissible purpose under the FCRA. Further, (A) Customer certifies that it will not use any of the information it receives through the LN Services for eligibility determinations for any of the following purposes: (1) in connection with establishing a consumer's

eligibility for credit or insurance to be used primarily for personal, family or household purposes or in connection with the review or collection of a credit account of a consumer; (2) for employment purposes; (3) in connection with a determination of a consumer's eligibility for a license or other benefit granted by a government agency; (4) as a potential investor or servicer, or current insurer, in connection with a valuation of, or assessment of credit or prepayment risks associated with, an existing credit obligation; or (5) eligibility for any other purpose deemed to be a permissible purpose under the FCRA or any similar state statute; (B) by way of clarification, Customer may use, except as otherwise prohibited or limited by this Agreement, information received through the LN Services for the following purposes: (1) to verify or authenticate an individual's identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; or (5) to decide whether to buy or sell consumer indebtedness in a commercial transaction; (C) specifically, if Customer is using the LN Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third-party, Customer shall not use the LN Services (1) to revoke consumer credit; (2) to set or change repayment terms; or (3) for the purpose of determining a consumer's eligibility for any repayment plan; provided, however, that Customer may, consistent with the certification and limitations set forth in this section (viii), use the LN Services for identifying, locating, or contacting a consumer in connection with the collection of a consumer's debt or for prioritizing collection activities; and (D) *Customer shall not use any of the information it receives through the LN Services to take any "adverse action," as that term is defined in the FCRA.*

(viii) **MVR Data.** If Customer is permitted to access Motor Vehicle Records (“MVR Data”) from LN, without in any way limiting Customer's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:

- (a) Customer shall not use any MVR Data provided by LN, or portions of information contained therein, to create or update a file that Customer uses to develop its own source of driving history information.
- (b) As requested by LN, Customer shall complete any state forms that LN is legally or contractually bound to obtain from Customer before providing Customer with MVR Data.
- (c) LN (and certain Third-Party vendors) may conduct reasonable and periodic audits of Customer's use of MVR Data. In response to any such audit, Customer must be able to substantiate the reason for each MVR Data order.

(ix) **HIPAA.** Customer represents and warrants that Customer will not provide LN with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the parties.

(x) **Retention of Records.** For uses of GLB Data, DPPA Data and MVR Data, as described in Sections 2(ii), 2(iii) and 2(viii), Customer shall maintain for a period of five (5) years a complete and accurate record (including consumer identity, purpose and, if applicable, consumer authorization) pertaining to every access to such data.

3. **SECURITY.** Customer acknowledges that the information available through the LN Services may include personally identifiable information and it is Customer's obligation to keep all such accessed information confidential and secure. Accordingly, Customer shall (a) restrict access to LN Services to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall (i) obtain and/or use any information from the LN Services for personal reasons, or (ii) transfer any information received through the LN Services to any party except as permitted hereunder; (c) keep all user identification numbers, and related passwords, or other security measures (collectively, “User IDs”) confidential and prohibit the sharing of User IDs; (d) immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (e) in addition to any obligations under Paragraph 2, take all commercially reasonable measures to prevent unauthorized access to, or use of, the LN Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through LN Services as it is being disposed; (g) purge all information received through the LN Services within ninety (90) days of initial receipt; provided that Customer may extend such period if and solely to the extent such information is retained thereafter in archival form to provide documentary support required for Customer's legal or regulatory compliance efforts; (h) be capable of receiving the LN Services where the same are provided utilizing “secure socket layer,” or such other means of secure transmission as is deemed reasonable by LN; (i) not access and/or use the LN Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by LN; (j) take all steps to protect their networks and computer environments, or those used to access the LN Services, from compromise; (k) on at least a quarterly basis review searches performed by its User IDs to ensure that such searches were performed for a legitimate business

purpose and in compliance with all terms and conditions herein and (l) maintain policies and procedures to prevent unauthorized use of User IDs and the LN Services. Customer will immediately notify LN, by written notification to the LN Privacy, Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375), if Customer suspects, has reason to believe or confirms that a User ID or the LN Services (or data derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose contrary to the terms and conditions herein. Furthermore, in the event that the LN Services provided to the Customer include personally identifiable information (including, but not limited to, social security numbers, driver's license numbers or dates of birth), the following shall apply: Customer acknowledges that, upon unauthorized acquisition or access of or to such personally identifiable information, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use (a "Security Event"), Customer shall, in compliance with law, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred, and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required in LN's reasonable discretion. Customer agrees that such notification shall not reference LN or the product through which the data was provided, nor shall LN be otherwise identified or referenced in connection with the Security Event, without LN's express written consent. Customer shall be solely responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. Customer shall provide samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to LN for review and approval prior to distribution. In the event of a Security Event, LN may, in its sole discretion, take immediate action, including suspension or termination of Customer's account, without further obligation or liability of any kind.

4. **PERFORMANCE.** LN will use commercially reasonable efforts to deliver the LN Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the LN Services; provided, however, that the Customer accepts all information **“AS IS”**. Customer acknowledges and agrees that LN obtains its data from third party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on LN for the accuracy or completeness of information supplied through the LN Services. Without limiting the foregoing, the criminal record data that may be provided as part of the LN Services may include records that have been expunged, sealed, or otherwise have become inaccessible to the public since the date on which the data was last updated or collected. Customer understands that Customer may be restricted from accessing certain LN Services which may be otherwise available. LN reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the LN Services. In the event that LN discontinues a material portion of the materials and features that Customer regularly uses in the ordinary course of its business, and such materials and features are part of a flat fee subscription plan to which Customer has subscribed, LN will, at Customer's option, issue a prorated credit to Customer's account.

5. **PRICING SCHEDULES.** Upon acceptance by the LN Affiliate(s) set forth on an applicable Purchase Order or Schedule A (hereinafter “Schedule(s) A”), such LN Affiliate(s) shall provide the LN Services requested by Customer and set forth in one (1) or more Schedules A attached hereto or subsequently incorporated by reference, for the fees listed on such purchase orders or schedules. The fees listed on a Schedule A may be updated from time to time by notice to Customer. All current and future pricing documents and Schedule(s) A are deemed incorporated herein by reference.

6. **INTELLECTUAL PROPERTY; CONFIDENTIALITY.** Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the LN Services' information, programs or computer applications. Customer acknowledges that LN (and/or its third party data providers) shall retain all right, title, and interest under applicable contractual, copyright, patent, trademark, Trade Secret and related laws in and to the LN Services and the data and information that they provide. Customer shall use such materials in a manner consistent with LN's interests and the terms and conditions herein, and shall notify LN of any threatened or actual infringement of LN's rights. Customer and LN acknowledge that they each may have access to confidential information of the disclosing party (“Disclosing Party”) relating to the Disclosing Party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined below) and other information (whether written or oral), and in the case of LN's information, product information, pricing information, product development plans, forecasts, data contained in LN Services, and other business information (“Confidential Information”). Confidential Information shall not include information that: (i) is or becomes (through no improper action or inaction by the Receiving Party (as defined below)) generally known to the public; (ii) was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; (iii) was lawfully disclosed to Receiving Party by a third-party and received in good faith and without any

duty of confidentiality by the Receiving Party or the third-party; or (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such Confidential Information. "Trade Secret" shall be deemed to include any information which gives the Disclosing Party an advantage over competitors who do not have access to such information as well as all information that fits the definition of "trade secret" including without limitation pricing information applicable to this Agreement. Each receiving party ("Receiving Party") agrees not to divulge any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the Receiving Party shall give the Disclosing party prompt written notice of such subpoena, court order or other governmental authority so as to allow the Disclosing party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information. Each party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years thereafter, provided however, that with respect Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret. Notwithstanding the foregoing, if Customer is bound by the Freedom of Information Act, 5 U.S.C. 552, or other federal, state, or municipal open records laws or regulations which may require disclosure of information, and disclosure thereunder is requested, Customer agrees that it shall notify LN in writing and provide LN an opportunity to object, if so permitted thereunder, prior to any disclosure.

7. **PAYMENT OF FEES.** Customer shall be responsible for payment for all services ordered by Customer or obtained through Customer's User IDs after the expiration of a free trial if applicable, whether or not such User ID is used by Customer or a third-party, provided access to the User ID is not the result of use by a person formerly or presently employed by LN or who obtains the User ID by or through a break-in or unauthorized access of LN's offices, premises, records, or documents. Customer shall pay to LN the fees incurred for the use of the LN Services, and Customer agrees that it may be electronically invoiced for those fees. Payments shall be received within forty-five (45) days of the invoice date after receipt of an invoice acceptable to Customer, in accordance with the Florida Local Government Prompt Payment Act. Any balance not timely paid will accrue interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by applicable law, whichever is less. Customer's obligation to pay invoiced amounts is not subject to any offset, defense or counterclaim.

8. **APPROPRIATION OF FUNDS.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any current or future fiscal period, then Customer may, at its option, terminate this Agreement on the last day of any calendar month, upon ten (10) days prior written notice to LN, without future obligations, liabilities or penalties, except that Customer shall remain liable for amounts due up to the time of termination. In addition, Customer shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the next fiscal year.

9. **TERM OF AGREEMENT.** This Agreement is for services rendered and shall be in full force and effect during such periods of time during which LN is providing services for Customer (the "Term"); provided, however, that any term provided on a Schedule A (the "Schedule A Term") shall apply to the LN Services provided under such Schedule A until the expiration of that Schedule A Term. Upon expiration of any Schedule A Term, this Agreement shall continue in effect for so long as LN is providing services for Customer.

10. **TERMINATION.** Except where a Schedule A provides for a Schedule A Term or otherwise sets forth Customer's minimum financial commitment, either party may terminate this Agreement at any time for any reason.

11. **GOVERNING LAW.** In the event that Customer is a government agency, this Agreement shall be governed by and construed in accordance with the municipal, state, or federal law(s) applicable to such agency, without effect to conflicts of law principles.

12. **ASSIGNMENT.** Neither this Agreement nor the license granted herein may be assigned by Customer, in whole or in part, without the prior written consent of LN. An assignment includes without limitation the dissolution, merger, consolidation, reorganization, sale or other transfer of assets, properties, or controlling interest of twenty percent (20%) or more of Customer. Any assignment without the prior written consent of LN shall be void.

13. **DISCLAIMER OF WARRANTIES.** LN (FOR PURPOSES OF INDEMNIFICATION BY CUSTOMER, WARRANTIES, DISCLAIMERS, AND LIMITATIONS ON LIABILITY, LN, ITS SUBSIDIARIES AND AFFILIATES, AND ITS DATA PROVIDERS ARE COLLECTIVELY REFERRED TO AS "LN") DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LN SERVICES. LN DOES NOT WARRANT THE CORRECTNESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LN SERVICES OR INFORMATION PROVIDED THEREIN. Due to the nature of public record information, the public records and commercially available data sources used in the LN Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. LN Services are not the source of data, nor are they a comprehensive compilation of the data. Before relying on any data, it should be independently verified.

14. **LIMITATION OF LIABILITY** Customer agrees that LN's aggregate liability for any and all losses or injuries arising out of any act or omission of LN in connection with anything to be done or furnished under this Agreement, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed One Hundred Dollars (\$100.00); and Customer covenants and promises that it will not sue LN for an amount greater than such sum even if Customer and/or third-parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against LN. IN NO EVENT SHALL LN BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION DELIVERED HEREUNDER OR THE UNAVAILABILITY THEREOF.

15. **INDEMNIFICATION.** To the extent permitted by applicable state or federal law, Customer hereby agrees to protect, indemnify, defend, and hold harmless LN from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to (a) use of information received by Customer (or any third-party receiving such information from or through Customer) furnished by or through LN; (b) breach of any terms, conditions, representations or certifications in this Agreement; and (c) any Security Event. LN hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in connection with any third-party claim that the LN Services or data contained therein, when used in accordance with this Agreement, infringe a United States patent or United States registered copyright, subject to the following: (i) Customer must promptly give written notice of any claim to LN; (ii) Customer must provide any assistance which LN may reasonably request for the defense of the claim (with reasonable out of pocket expenses paid by LN); and (iii) LN has the right to control the defense or settlement of the claim; provided, however, that the Customer shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense. Notwithstanding the foregoing, LN will not have any duty to indemnify, defend or hold harmless Customer with respect to any claim of infringement resulting from (1) Customer's misuse of the LN Services; (2) Customer's failure to use any corrections made available by LN; (3) Customer's use of the LN Services in combination with any product or information not provided or authorized in writing by LN; or (4) any information, direction, specification or materials provided by Customer or any third-party. If an injunction or order is issued restricting the use or distribution of any part of the LN Services, or if LN determines that any part of the LN Services is likely to become the subject of a claim of infringement or violation of any proprietary right of any third-party, LN may in its sole discretion and at its option (A) procure for Customer the right to continue using the LN Services; (B) replace or modify the LN Services so that they become non-infringing, provided such modification or replacement does not materially alter or affect the use or operation of the LN Services; or (C) terminate this Agreement and refund any fees relating to the future use of the LN Services. The foregoing remedies constitute Customer's sole and exclusive remedies and LN's entire liability with respect to infringement claims or actions.

16. **SURVIVAL OF AGREEMENT.** Provisions hereof related to release of claims; indemnification; use and protection of information, data and LN Services; payment for the LN Services; audit; LN's use and ownership of Customer's search inquiry data; disclaimer of warranties and other disclaimers; security; customer data and governing law shall survive any termination of the license to use the LN Services.

17. **AUDIT.** Customer understands and agrees that, in order to ensure compliance with the FCRA, GLBA, DPPA, other similar state or federal laws, regulations or rules, regulatory agency requirements of this Agreement, LN's obligations under its contracts with its data providers, and LN's internal policies, LN may conduct periodic reviews of Customer's use of the LN Services and may, upon reasonable notice, audit Customer's records, processes and procedures related to Customer's use, storage and disposal of LN Services and information received therefrom. Customer agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days,

unless an expedited response is required. Violations discovered in any review and/or audit by LN will be subject to immediate action including, but not limited to, suspension or termination of the license to use the LN Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

18. **EMPLOYEE TRAINING.** Customer shall train new employees prior to allowing access to LN Services on Customer's obligations under this Agreement, including, but not limited to, the licensing requirements and restrictions under Paragraph 2, the security requirements of Paragraph 3 and the privacy requirements in Paragraph 23. Customer shall conduct a similar review of its obligations under this Agreement with existing employees who have access to LN Services no less than annually. Customer shall keep records of such training.

19. **TAXES.** The charges for all LN Services are exclusive of any state, local, or otherwise applicable sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Customer's account.

20. **CUSTOMER CHANGES.** Customer shall notify LN immediately of any changes to the information on Customer's Application for the LN Services, and, if at any time Customer no longer meets LN's criteria for providing such service, LN may terminate this Agreement. Customer is required to promptly notify LN of a change in ownership of Customer, any change in the name of Customer, and/or any change in the physical address of Customer.

21. **RELATIONSHIP OF PARTIES.** None of the parties shall, at any time, represent that it is the authorized agent or representative of the other. LN's relationship to Customer in the performance of services pursuant to this Agreement is that of an independent contractor.

22. **CHANGE IN AGREEMENT.** By receipt of the LN Services, Customer agrees to, and shall comply with, changes to the restricted license granted to Customer hereunder and as LN shall make from time to time by notice to Customer. Notices to Customer will be provided via written communication. All e-mail notifications shall be sent to the individual named in the Customer Administrator Contact Information section, unless stated otherwise in this Agreement. LN may, at any time, impose restrictions and/or prohibitions on the Customer's use of the LN Services or certain data. Customer understands that such restrictions or changes in access may be the result of a modification in LN policy, a modification of third-party agreements, a modification in industry standards, a Security Event or a change in law or regulation, or the interpretation thereof. Upon written notification by LN of such restrictions, Customer agrees to comply with such restrictions.

23. **PRIVACY PRINCIPLES.** With respect to personally identifiable information regarding consumers, the parties further agree as follows: LN has adopted the "LN Data Privacy Principles" ("Principles"), which may be modified from time to time, recognizing the importance of appropriate privacy protections for consumer data, and Customer agrees that Customer (including its directors, officers, employees or agents) will comply with the Principles or Customer's own comparable privacy principles, policies, or practices. The Principles are available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>.

24. **PUBLICITY.** Customer will not name LN or refer to its use of the LN Services in any press releases, advertisements, promotional or marketing materials, or make any other third-party disclosures regarding LN or Customer's use of the LN Services.

25. **FORCE MAJEURE.** The parties will not incur any liability to each other or to any other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations) to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without the negligence of, the parties. Such events, occurrences, or causes include, without limitation, acts of God, telecommunications outages, Internet outages, power outages, any irregularity in the announcing or posting of updated data files by the applicable agency, strikes, lockouts, riots, acts of war, floods, earthquakes, fires, and explosions.

26. **ENTIRE AGREEMENT.** Except as otherwise provided herein, this Agreement constitutes the final written agreement and understanding of the parties and is intended as a complete and exclusive statement of the terms of the agreement, which shall supersede all other representations, agreements, and understandings, whether oral or written, which relate to the use of the LN Services and all matters within the scope of this Agreement. Without limiting the foregoing, the provisions related to confidentiality and exchange of information contained in this Agreement shall, with

respect to the LN Services and all matters within the scope of this Agreement, supersede any separate non-disclosure agreement that is or may in the future be entered into by the parties hereto. Any additional, supplementary or conflicting terms supplied by the Customer, including those contained in purchase orders or confirmations issued by the Customer, are specifically and expressly rejected by LN unless LN expressly agrees to them in a signed writing specifically including those new, other, or different terms. The terms contained herein shall control and govern in the event of a conflict between these terms and any new, other, or different terms in any other writing. This Agreement can be executed in counterparts and faxed or electronic signatures will be deemed originals.

27. **MISCELLANEOUS.** If any provision of this Agreement or any exhibit shall be held by a court of competent jurisdiction to be contrary to law, invalid or otherwise unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and in any event the remaining provisions of this Agreement shall remain in full force and effect. The headings in this Agreement are inserted for reference and convenience only and shall not enter into the interpretation hereof.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am authorized to execute this Agreement on behalf of the Customer listed above and that I have direct knowledge of the facts stated above.

CUSTOMER

Signature _____

Print Name _____

Title _____

Dated _____ (mm/dd/yy)

LN FCRA Application & Agreement – For Existing Non-FCRA Government Agency Customers

Customer (as defined below) and LexisNexis Risk Solutions FL Inc. are parties to that certain LN Non-FCRA Application and Agreement dated _____ (the "Non-FCRA Agreement"), pursuant to which Customer may obtain various Non-FCRA products and services from LNFL. Customer now requests access to certain products and services provided by LexisNexis Risk Solutions Bureau LLC ("LN") which are governed by the Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq)("FCRA"), and as defined in certain state-specific FCRA rules, as well as other applicable laws and regulations (the "LN Services"). The information submitted on this agreement ("Agreement") will be used to determine the Customer's eligibility for accessing the LN Services. LN reserves the right to reject this Agreement without reason or for any reason whatsoever, without recourse against LN, or any of its employees, officers, directors, agents, affiliates, or other designees, and without impact to the Non-FCRA Agreement. Additionally, Customer hereby authorizes LN to independently verify the information provided herein and perform research about the individuals identified herein. "Affiliates" are those affiliates of LexisNexis Risk Solutions Bureau LLC that provide LN Services pursuant to this Agreement.

PART 1 - CUSTOMER INFORMATION (This section must be filled out entirely)

SECTION A: AGENCY INFORMATION ("Customer") (P.O. Boxes and Maildrop Addresses Cannot be Used)

This must be the same location as listed on the Non-FCRA Agreement

Agency Name (Full Legal Name)

REQUIRED _____

Physical

Address* _____

Cit _____ State _____ Zip _____

y _____
 Main Phone _____ Fa _____ Web _____
 Number* _____ x _____ Address _____

* Physical location where information will be used.

The remaining information contained in Part 1 of the Non-FCRA Agreement is hereby incorporated by reference and made a part hereof.

PART 2 – CREDENTIALING

The contents of Part 2 of the Non-FCRA Agreement are hereby incorporated by reference and made a part hereof. Customer hereby reaffirms Customer's authorizations and certifications contained in Part 2 of the Non-FCRA Agreement. Notwithstanding the foregoing, if Customer's purpose of use of FCRA-governed LN Services is different than as described in Part 2, Section E of the Non-FCRA Agreement, then Customer shall describe such purpose of use below:

PART 3 - BILLING INFORMATION

The contents of Part 3 of the Non-FCRA Agreement are hereby incorporated by reference and made a part hereof. Customer hereby reaffirms Customer's authorizations and certifications contained in Part 3 of the Non-FCRA Agreement.

PART 4 – PERMISSIBLE USE CERTIFICATIONS

SECTION A: FCRA PERMISSIBLE PURPOSE

In contracting for the services under this Agreement, Customer is a "User" of LN "Consumer Reports" as those terms are defined under the FCRA, and as such certifies as follows:

1. The nature of User's business is: _____
2. User orders Consumer Reports from LN for the following purpose(s) under the Fair Credit Reporting Act and such reports will not be used for any other purpose:

Please check all that apply:

- For the extension of credit to the consumer in connection with a credit transaction involving the consumer in accordance with 15 U.S.C. Sec. 1681(b)(a)(3)(A).
- For the review of an account of the consumer in connection with a credit transaction involving the consumer in accordance with 15 U.S.C. Sec. 1681(b)(a)(3)(A).
- For the collection of an account of the consumer in connection with a credit transaction involving the consumer in accordance with 15 U.S.C. Sec. 1681(b)(a)(3)(A).
- With express written instructions of the consumer for reasons other than an employment purpose in accordance with FCRA Section 15 U.S.C. Sec. 1681(b)(a)(2).

If you have selected "with express written instructions of the consumer" above, please specify intended use:

3. The Federal Fair Credit Reporting Act imposes criminal penalties – including a fine, up to two years in prison, or both – against anyone who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses, and other penalties for anyone who obtains such consumer information without a permissible purpose.

This certification supersedes any pre-dated certifications.

To the extent the LN Services use and/or display (i) personal information, the use of which is governed by the Driver's Privacy Protection Act (18 U.S.C. § 2721, et seq.) and related state laws, or (ii) full social security numbers (nine (9) digits) or driver's license numbers, then the contents of Part 4, Sections B, and C, respectively, of the Non-FCRA Agreement apply to use of such information and are hereby incorporated by reference and made a part hereof. Customer hereby reaffirms Customer's certifications contained in Part 4, Sections B, and C of the Non-FCRA Agreement.

PART 5 - TERMS AND CONDITIONS

1. **INCORPORATION BY REFERENCE.** Except as specifically set forth below, the terms and conditions contained in Part 5 of the Non-FCRA Agreement are hereby incorporated by reference and made a part hereof and govern LN's delivery of, and Customer's access to and use of, LN Services hereunder, notwithstanding any termination, expiration or assignment of the Non-FCRA Agreement. If a capitalized term is used but not defined herein, then the definition ascribed to such term in the Non-FCRA Agreement will apply.

2. **FCRA SERVICES.** For purposes of this Agreement, Part 5, Section 2(vii) (entitled "Fair Credit Reporting Act") of the incorporated terms and conditions of the Non-FCRA Agreement is hereby replaced with the following:

2(vii). Fair Credit Reporting Act Obligations. Customer certifies that when using the LN Services, it will comply with all applicable provisions of the FCRA and all other applicable federal, state and local legislation, regulations and rules. Without limiting the generality of the foregoing, Customer certifies that (a) Customer will comply with all applicable provisions of the California Credit Reporting Agencies Act and any related regulations; and (b) Customer will comply with all Vermont statutes and regulations on fair credit reporting, including but not limited to, obtaining the consent of Vermont residents prior to obtaining any information on Vermont residents through these Consumer Report LN Services. In addition, Customer certifies it has a permissible purpose under the FCRA for obtaining a Consumer Report as set forth in Part 4 of this Agreement. Customer acknowledges that LN has provided the "Notice to Users of Consumer Reports", attached hereto as Attachment A, which informs users of consumer reports of their legal obligations under the FCRA.

3. **TERMINATION.** Except where a Schedule A provides for a Schedule A Term or otherwise sets forth Customer's minimum financial commitment, either party may terminate this Agreement at any time for any reason. The foregoing termination right supplements any termination rights set forth in the incorporated terms and conditions.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am authorized to execute this Agreement on behalf of the Customer listed above and that I have direct knowledge of the facts stated above.

CUSTOMER

Signature _____

Print Name _____

Title _____

Dated _____ (mm/dd/yy)

ATTACHMENT A

All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau’s website, www.consumerfinance.gov/learnmore.

**NOTICE TO USERS OF CONSUMER REPORTS:
OBLIGATIONS OF USERS UNDER THE FCRA**

The Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau’s (CFPB) website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB’s website. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers’ privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer’s account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer’s account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer’s eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant’s financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)

- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making “prescreened” unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of “prescreened” information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term “adverse action” is defined very broadly by Section 603. “Adverse actions” include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer’s right to obtain a free disclosure of the consumer’s file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer’s right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer’s written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a

written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at www.consumerfinance.gov/learnmore.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) (“Notice to the Home Loan Applicant”).

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If the information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.

- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2).

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated

as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in federal regulations) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or a permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF “PRESCREENED” LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 615(d). This practice is known as “prescreening” and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer’s CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The regulation is 12 CFR 1022.54.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:

- (1) the identity of all end-users;
- (2) certifications from all users of each purpose for which reports will be used; and
- (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The CFPB’s website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1618 et seq.:

Section 602	15 U.S.C. 1681	Section 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681cA	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681cB	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s
Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t
Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681l	Section 629	15 U.S.C. 1681y