

ARF-46701

REGULAR SESSION AGENDA

Meeting Date: 08/10/2021

TITLE: Thomson Reuters: consider granting exemption to the competitive bid process

Submitted By: Megan Griffin, Purchasing

Originals for signature: Yes Require Form 1295: N

Date Approved by County Attorney: 07/09/2021 County Attorney Initials: AW

Discussion Item
Purchasing

Information

SUMMARY OF ITEM:

Take all appropriate action to consider granting an exemption to the competitive bid process as authorized by Local Government Code Section §262.024 (a)(7) for the purchase of an item available from only one source, for CLEAR Proflex online services from Thomson Reuters in an amount not to exceed \$55,042.68 effective through August 9, 2024. (Fund: Multiple County Departments)

FUNDING SOURCE:

Accounting Unit, Project or Grant Name;
Account Name;

Attachments

Sole Source.Thomson Reuters.



THOMSON REUTERS

Order Form

Order ID: Q-01173497

Contact your representative a.ochmke@thomsonreuters.com with any questions. Thank you.

Subscriber Information

Sold To Account Address

Account #: 1003066433
FORT BEND COUNTY DISTRICT
ATTORNEY
ACCOUNTS PAYABLE
301 JACKSON ST
RICHMOND TX 77469-3108 US

Shipping Address

Account #: 1003066433
FORT BEND COUNTY DISTRICT
ATTORNEY
ACCOUNTS PAYABLE
301 JACKSON ST
RICHMOND TX 77469-3108 US

Billing Address

Account #: 1003066433
FORT BEND COUNTY DISTRICT ATTORNEY
ACCOUNTS PAYABLE
301 JACKSON ST
RICHMOND, TX 77469-3108 US

"Customer"

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Customer means "Subscriber", "you", "my" or "I". Subscription terms, if any, follow the ordering grids below

ProFlex Products See Attachment for details

| Material # | Product | Monthly Charges | Minimum Terms (Months) |
|------------|---------------|-----------------|------------------------|
| 41308780 | CLEAR Proflex | \$1,455.00 | 36 |

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form. You are also responsible for all Excluded Charges as defined below.

Post-Minimum Terms

At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

Thomson Reuters General Terms and Conditions, apply to all products ordered including ebooks, and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Regulated Data. Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your

permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf> and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

CLEAR Fixed Rate Usage : If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to five gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Batch Usage : If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at <http://legalsolutions.com/schedule-a-clear>.

Existing Vigilant Subscribers: We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Enterprise Law Enforcement Subscribers: You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

CLEAR Subscribers via an Alliance Partner. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

For Law Enforcement Agencies and Correctional Facilities Only - No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Additional Order Form Terms and Conditions


Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Signature for Order ID: Q-01173497

ACKNOWLEDGEMENT Q-01173497

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

| | |
|---|------------------------|
|  | Fort Bend County Judge |
| Signature of Authorized Representative for order County Judge KP George | Title |
| KP George | 8.10.2021 |
| Printed Name | Date |

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This Order Form will expire and will not be accepted after 7/31/2021 CT.



THOMSON REUTERS™

Attachment

Order ID: Q-01173497

Contact your representative a.oehmke@thomsonreuters.com with any questions. Thank you.

Order ID: Q-01173497

Payment, Shipping and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1003066433

Order Confirmation Contact (#28)
Contact Name: CLABORN, DUSTIN
Email: dustin.claborn@fortbendcounty.tx.gov

ProFlex Multiple Location Details

| Account Number | Account Name | Account Address | Action |
|----------------|------------------------------------|--|--------|
| 1003066433 | FORT BEND COUNTY DISTRICT ATTORNEY | 301 JACKSON ST RICHMOND TX 77469-3108 US | New |

ProFlex Product Details

| Quantity | Unit | Service Material # | Description |
|----------|--------|--------------------|--|
| 1 | Each | 41308780 | CLEAR Proflex |
| 50 | Seats | 41882302 | CLEAR for Law Enforcement Plus |
| 1 | Seats | 41913616 | CLEAR Criminal Justice Arrest Gateway PRO Add Seat |
| 50 | Seats | 42124048 | ENCLR PRO Gov License Plate Recognition State Add |
| 100 | Alerts | 42019395 | ENCLR PRO ALERT PREMIUM BAND ADD |

Account Contacts

| Contact Name | Claborn | Email Address | Customer Type Description |
|--------------|---------|--|---------------------------|
| Dustin | Claborn | dustin.claborn@fortbendcountytx.gov | CLEAR PRIMARY CONT |
| DUSTIN | CLABORN | dustin.claborn@fortbendcounty.tx.gov | EML PSWD CONTACT |

IP Address Information

| From IP Address | To IP Address | From IP Address | To IP Address | From IP Address | To IP Address |
|-----------------|-----------------|-----------------|---------------|-----------------|---------------|
| 000.000.000.000 | 000.000.000.000 | | | | |

| Sub Material | Quantity | Active Subscription to be Lapsed |
|--------------|----------|--|
| 41308780 | 1 | CLEAR Proflex |
| 42124048 | 25 | ENCLR PRO Gov License Plate Recognition State Add |
| 42019395 | 1 | ENCLR PRO ALERT PREMIUM BAND ADD |
| 41913616 | 1 | CLEAR Criminal Justice Arrest Gateway PRO Add Seat |
| 41882302 | 25 | CLEAR for Law Enforcement Plus |

Charges During Minimum Term

| Material # | Product Name | Year 1 Monthly Charges | % Incr Yr 1-2 | Year 2 Monthly Charges | % Incr Yr 2-3 | Year 3 Monthly Charges | % Incr Yr 3-4 | Year 4 Monthly Charges | % Incr Yr 4-5 | Year 5 Monthly Charges |
|------------|---------------|------------------------|---------------|------------------------|---------------|------------------------|---------------|------------------------|---------------|------------------------|
| 41308780 | CLEAR Proflex | \$1,455.00 | 5.00% | \$1527.75 | 5.00% | \$1604.14 | N/A | N/A | N/A | N/A |

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing.



COUNTY ATTORNEY

Fort Bend County, Texas

BRIDGETTE SMITH-LAWSON

County Attorney

(281) 341-4555

Fax (281) 341-4557

REVIEW FORM

On July 9, 2021, the County Attorney's Office reviewed the following:

Thomson Reuters' Order Form (Order ID: Q-01173497) for a 36 month subscription to CLEAR Proflex in the amount of \$55,042.68.

Comments: Approved as to legal form provided that the purchase order contains the following:

1. **Certain State Law Requirements for Contracts:** The contents of this Section are required by Texas Law and are included by County regardless of content.
 - A. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - B. Texas Government Code Section 2252.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2252.153
2. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

Andrew Wipke
Assistant County Attorney