



**SECTION #3
EMERGENCY PURCHASES**

NOTE TO DEPARTMENTS: COMPLETE ITEMS MARKED WITH (▶)

▶ REQUISITION #: RQET1600003

P.O. #: _____

BCC DATE: N/A

▶ ACQUISITION DATE: Ongoing (November 1, 2015 renewal date)

▶ TITLE:	CLEAR online investigative database service.
▶ DESCRIPTION:	CLEAR online investigative database service.
▶ PURPOSE:	Subscription payment for continued access to this critical resource in investigating and solving cases, including Homicide, Narcotics, and Sex Crime investigations.

▶ Department(s):	▶ Funding Source(s):	▶ Allocation(s):
MDPD	General Funds	\$ 228,000.00

▶ TERM OF CONTRACT:	<input checked="" type="checkbox"/> One <input type="checkbox"/> Two <input type="checkbox"/> Three <input type="checkbox"/> Four <input type="checkbox"/> Five <input checked="" type="checkbox"/> Year(s) <input type="checkbox"/> _____ Month(s) <input type="checkbox"/> Contract Period From _____ to _____ <input type="checkbox"/> Upon Completion <input checked="" type="checkbox"/> From _____ to _____ <input type="checkbox"/> Upon Delivery <input checked="" type="checkbox"/> _____ Days A.R.O. (after Receipt of Order)
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Special Conditions:	<input type="checkbox"/> Insurance Type N/A <input type="checkbox"/> Performance/Payment Bond <input type="checkbox"/> Certificate of Competency <input type="checkbox"/> Living Wage Applies
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SBE Measures: <input type="checkbox"/> None <input type="checkbox"/> Set Aside <input type="checkbox"/> SBE <input type="checkbox"/> Micro Enterprise <input type="checkbox"/> Bid Preference <input type="checkbox"/> SBE <input type="checkbox"/> Micro Enterprise <input type="checkbox"/> Goal <input type="checkbox"/> SBE <input type="checkbox"/> Micro Enterprise	Review Committee Date: _____ Item #: _____
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▶ Number of Price Quotation(s): Requested: _____ Received: _____

Awarded To Low Bidder: YES NO, if "NO", provide explanation in the Comments section

Vendor: Thomson Reuters	Vendor: _____
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Contract Value: \$228,000.00

Did Local Preference affect the outcome of the Award?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO, if "YES", provide detailed explanation in the "Comments" section
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UAP Included: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	• Will CITT Funds be used? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO • Will Federal Funds be used? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO • If UAP is not included, Attach written approval to waive UAP and provide an explanation in the "Comments" section
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REQUISITION # _____

TITLE CLEAR online investigative database service.

► Justification and Comments:

Miami-Dade Police Department (MDPD) is in need to renew the subscription to the West/Thomson Reuters CLEAR online investigative database service. This service has been in use at MDPD since 2001, originally purchased under contract GS-23F-0069J and is a critical resource in investigating and solving cases, including Homicide, Narcotics, and Sex Crime investigations.

The subscription is being paid through POPD1500074 which expires on 10/31/2015. The vendor does not currently hold a competitively awarded contract that we can access. This Emergency purchase request is necessary for continuity of services while we work on a new long term non-competitive contract with the copyright holder.

MDPD employees currently have over 800 active user accounts using the CLEAR system, including Detectives, Police Crime Analyst Specialists, and Intelligence Analyst across the entire organization.

CLEAR provides MDPD the ability to find a large variety of data, including:

- To investigate persons across a wide variety of data sources, including credit bureau records, utility records, phone data, vehicle registration data, professional licensing data, and many others.
- Searching for corporations/businesses with data available on business phone numbers, corporation filing information, Dun & Bradstreet business directory, Federal Employer Identification Number and multiple other sources.
- Search assets, including real property, vehicles and watercraft through a variety of data sets including property tax rolls, registration data from the appropriate authorities across most states in the country.
- Phone data including reverse phone number lookup including most major landline, cell and VoIP providers. CLEAR provides information on associated individuals or entities, as well as information about the lines themselves such as type, carrier, status and carrier contact information.
- Court Records including bankruptcy, liens and civil judgements, criminal information including warrants, fugitive records, sex offender registries, filings from state courts, state departments of

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corrections, state departments of public safety, US District Court and others.

CLEAR provides great value in allowing searching multiple datasets at once, and bundling results, providing a report on a given person or entity with all relevant information. The information is processed to identify and remove duplicates, providing a usable report while maintaining the integrity of the data. CLEAR also accounts for name variations, and searching using partial information such as dates of birth and social security numbers.

CLEAR supports configuring alerts, which are checked periodically and can alert investigators when certain criteria are met. This allows investigators to be informed quickly when information on investigation subjects changes.

Standard functionality such as customizing reports and exporting data is available, as well as advanced features such as MyWorkspace which provides investigators with a work area to store and visualize investigative information. This includes:

- Case Folders for organizing search results and reports.
- Visualization using LinkChart, which shows associations between entities in a logical graphical manner. This allows quick and easy identification of relationships or links that may otherwise not be evident or take significant effort to find.
- Mapping functionality to automatically locate reported addresses on a Google Maps instance.

CLEAR also provides a Mobile interface.

CLEAR public records data provides tremendous benefit to authorized users in locating persons and assets, verifying identities, identifying businesses and business affiliations, and uncovering potentially adverse information. It increases the efficiency and effectiveness of due diligence during investigations.

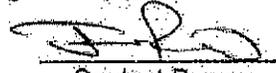
CLEAR is a web-based database hosted by the vendor (Thomson Reuters) and accessed via www.clear.thomsonreuters.com.

Background/Need to Know:	N/A
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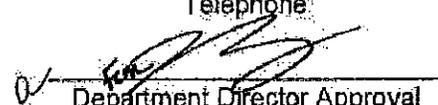
Potential Issues:	N/A
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REQUISITION # _____
TITLE CLEAR online investigative database service.

▶ Signature(s):


Contact Person
305-471-1855

Telephone


Department Director Approval
Date 10/19/2015
Date 10/20/15

Procurement Management Services Use Only

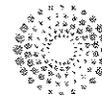
Signatures(s):

_____ Procurement Contracting Officer	_____ Date
_____ Procurement Manager	_____ Date
_____ Division Director	_____ Date
_____ Assistant Director	_____ Date
_____ Director	_____ Date
_____ Vendor Assistance Section	_____ Date

Attach: 1. Explanation of the emergency situation. 2. Written price quotation(s) including terms and conditions. 3. Vendor(s) Certificate of Insurance. 4. Copy of invoice(s).

WEST ORDER FORM – SPECIAL OFFER

610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651-687-8000

**THOMSON REUTERS™**

SUBSCRIBER INFORMATION				
Account	1003937961	Contact Name		
Name	Miami Dade Police Department	Title		
Address Line 1	9105 Nw 25Th St Rm 3049	Email		
Address Line 2	Doral, FL 33172	Phone		
OFFER INFORMATION				
Agreement Number	00067271.0	Effective Date	11/01/2015	
Material ID	Subscribed Products & Services	Authorized Users	Subscription Periods	Monthly Charges
41765805	CLEAR LAW ENFORCEMENT PLUS FIXED RATE	Enterprise	11/1/2015 - 10/31/2016	\$19,000
41836631	CLEAR ALERTING BANDED ADDON (5,000 Alerts)	Enterprise		

1. The General Terms and Conditions, located at static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf apply to all products licensed on this ordering document. In the event that there is a conflict of terms between the General Terms and Conditions and this ordering document, the terms of this ordering document control.

2. 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.

3. Excluded Charges. 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 at <http://legalsolutions.com/schedule-a-library-government>, 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.

4. Returns and Refunds. Westlaw (including Westlaw China, Campus Research, Paralegal, Patron Access and Correctional Facilities), CLEAR (including CLEAR Window), Monitor Suite, ProView eBook, West LegalEdcenter, Software, TREWS, Serengeti and Practice Solutions charges are not refundable. Please see static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds, including returns and refunds applicable to print products received as part of a multi-year contract such as, but not limited to, special offer and print combination agreements.

5. Applicable Law. This ordering document will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. 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 United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.

6. Confidentiality. You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

7. Termination. This ordering document shall terminate simultaneously with termination of the General Terms and Conditions.

8. Passwords. For our products accessed by individually-issued passwords, each user, including each user that receives training, must purchase and be assigned his/her own password. Passwords may only be used by the person to whom the password is issued. Sharing of passwords between or among your personnel is STRICTLY PROHIBITED. We reserve the right to issue additional passwords to you and charge you for such additional password if we learn that a password has been used by a person other than the person to whom the password has been issued.

9. Material Change. The parties agree to good faith renegotiation of the terms and conditions of this ordering document if there is a material change in your organizational structure including, but not limited to merger, acquisitions, significant increase in the number of attorneys at a location covered by the agreement, divestitures or downsizing. If you merge with, acquire or otherwise combine with another West products/services subscriber, you will pay the invoiced charges on both agreements as they become due until a superseding agreement is negotiated in good faith.

10. CLEAR Usage Limitation. If the transactional value of your CLEAR usage exceeds twenty (20) times the current contract value for any given month, we may limit or suspend access to "live gateways" for the remainder of the month, but no additional costs will be assessed. A collaborate usage review may then be completed to determine if the parties should 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.

11. CLEAR Sworn Officers. The Monthly Charges are determined by your sworn officer count and is based on your stated sworn officer count of 2,700. You hereby certify that this sworn officer count is correct as of the Effective Date of this ordering document.

SUBSCRIBER TECHNICAL CONTACT INFORMATION

Technical Contact Name		Technical Contact Email	
Technical Contact Location		Technical Contact Telephone	

SPECIAL OFFER BILLING OPTIONS (FOR MULTIPLE LOCATIONS ONLY)

 DEFAULT. UNLESS OTHERWISE SPECIFIED, THE YOU WILL RECEIVE ONE COMBINED MONTHLY INVOICE AND A COPY OF EACH PARTICIPATING ACCOUNT'S LOCATION USAGE REPORTS - ALL MAILED TO THE PAYER ACCOUNT OFFICE.

 AS IS. Your current billing arrangement should remain unchanged.

 ALTERNATIVE #2. Each account will be billed separately, each receiving an invoice and a location usage report. Special offer adjustments will be allocated to the individual accounts based on their actual usage charges.

 ALTERNATIVE #3. (Not available for orders with concurrent users) An invoice and location usage report will be created for each office, allocating special offer adjustments to individual accounts based on their actual usage charges, however each account invoice and associated location usage reports will be independently mailed to the account noted below rather than to the invoiced account location.
Mail to Account: _____

Please note: These billing arrangements do not affect Quickview+.