

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. _____
 Contract _____
 Re-Bid
 Other
 LIVING WAGE APPLIES: YES NO
 Requisition No./Project No.: RQET1600032
 TERM OF CONTRACT 29 Months (S) WITH 0 YEAR OTRs

Requisition /Project Title: Online Database Investigations

Description:

This contract was established by the State of New York Office of General Services as a non-competitive contract, and later accessed by the State of Florida, Department of Management Services (DMS), as an Alternate Contract Source (ACS). This contract provides access to a proprietary LexisNexis' investigative research tool, Accurint. Accurint is a service that is designed for investigations, collections, and fraud prevention and allows users to perform various searches such as background checks, identity verification and authentication, and "Person of interest" searches. This is made possible by integrating technology, billions of data records on individuals and businesses, and proprietary data-linking methods.

Issuing Department: ITD
 Contact Person: Santiago A. Pastoriza
 Phone: 305-375-1084
 Estimate Cost: \$100,000

Funding Source: Internal Service Funds

ANALYSIS

Commodity Codes:	<u>99052</u>	<u>92002</u>	<u>91573</u>	<u>915</u>	
Contract/Project History of previous purchases three (3) years Check here <input checked="" type="checkbox"/> if this is a new contract/purchase with no previous history.					
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>		
Contractor:					
Small Business Enterprise:					
Contract Value:					
Comments:					
Continued on another page (s): <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					

RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE				
Basis of recommendation:				
<u>See Contract</u>				
Signed: <u>Juliana Manjarres</u>			Date sent to SBD: <u>06/02/2016</u>	
			Date returned to ISD Procurement:	

**Alternate Contract Source Agreement for on-line database products and services
ACS #81111902-15-ACS**

Centralized contract for the acquisition of electronic on-line database products and services
Between the People of the State of New York, acting by and through the Commissioner of the Office of
General Services (OGS) and LexisNexis, New York State contract number PS64284

THIS Alternate Contract Source Agreement (ACS) is made and entered into as of the date last set forth below by and between the State, Department of Management Services (Department) and LexisNexis Risk Solutions FL, Inc. (Contractor).

The Department is authorized by section 287.042(16), Florida Statutes, to evaluate contracts and, when determined in writing to be cost-effective and in the best interest of the State, to enter into an agreement authorizing Agencies (as that phrase is defined in section 287.012 (11), Florida Statutes, and Rule 60A-1.005, Florida Administrative Code) to make purchases from such contracts.

WHEREAS, OGS and the Contractor are parties to a Contract executed December 22, 2008, and amended October 11, 2012, February 20, 2014, and March 13, 2014 (collectively, the Contract), containing cooperative language under which Agencies within the State may purchase products and services from the Contractor; and

WHEREAS, the Department seeks to obtain on-line database products and services for the State.

THEREFORE, in consideration of the promises contained below and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Department and the Contractor (collectively, the Parties) agree as follows:

1. Definitions

1.1. ACS Agreement (ACS)

The agreement between the Department and Contractor, consisting of this document, the attachments listed below, and the User Agreements referenced in section 12 of this ACS, by which the Contractor agrees to provide online database products and services to Customers:

- A. The Contract
- B. General Contract Conditions (PUR 1000)
- C. Monthly Sales Report
- D. Lexis Services and Pricing Schedule
- E. Savings/Price Reductions
- F. Contractor Information Worksheet

For purposes of the General Contract Conditions (PUR 1000), except sections 1(a) and 27, "ACS" or "Agreement" shall have the same meaning as "Contract."

1.2. Agency

Executive branch entities of Florida state government, as described in section 287.012(1), Florida Statutes.

1.3. Customer

"Customer" is limited to Agencies pursuant to the ACS.

1.4 **Contract**

The Contract between the State of New York, acting by and through the Commissioner of the Office of General Services (OGS) and LexisNexis, executed December 22, 2008, and amended October 11, 2012, February 20, 2014, and March 13, 2014, New York State Contract number PS64284, appended as Attachment A, subject to the following exceptions:

- 1.4.1 All New York State contract provisions relating to choice of law, venue, and jurisdiction shall not apply and the laws of the State of Florida shall apply as more specifically set forth herein.
- 1.4.2 Where New York State laws and regulations are cited, references shall be replaced with the correlated Florida State laws and regulations where the intent of the Parties will be maintained. Where comparable Florida laws do not exist, the referenced New York State laws and regulations will not apply.

1.5 **Contractor**

LexisNexis Risk Solutions FL, Inc.

1.6 **End User**

Staff authorized by a Customer to receive and use the on-line database products and services provided under this ACS.

1.7 **Service Level Agreement (SLA)**

The Customer's optional detailed performance requirements that apply to the Contractor's delivery of services.

1.8 **State**

The State of Florida and its Agencies.

2. **Purpose**

The purpose of this ACS is to acquire on-line database products and services from the Contractor for Customers.

3. **Contract Terms expressly incorporated into and modified by the ACS**

The following terms, as modified below, constitute the only terms of the Contract, as defined by Section 1.4, incorporated into the ACS. No other terms, conditions, pricing, or any other statement in the Contract shall apply either expressly or implicitly to the ACS.

3.1 **Access**

Access to the Products, such as the Databases, by Customers shall be via the World Wide Web from the Contractor's server(s). The Contractor shall ensure that the Products are usable (including average response time of less than 5 seconds, and uptime, except for scheduled maintenance, of 96.9%), and shall ensure that the Web server(s) is (are) capable of serving Customers pursuant to the terms of the ACS. The Contractor will provide sufficient additional bandwidth and servers to ensure no degradation of services. Access shall be controlled by IP addresses, passwords or other appropriate authentication technology as determined by the Contractor.

3.2 Archiving

If at any time during the term of the ACS the Contractor ceases its on-line delivery of the Products, the Contractor shall provide to the Department a preservation copy of the material accessible on-line if offered to any other commercial customers.

3.3 Customers

The Customers will prepare and submit to the Contractor a list of End Users that will include name, address, and contact information.

3.4 License Scope

Database License: The Contractor and the Department agree that the license for the Databases portion of the Product shall be governed by the LexisNexis Non-FCRA Application & Agreement - Government Agencies & Law Enforcement, or FCRA Application and Agreement - Government Agencies and Law Enforcement. The Contractor will provide the Application & Agreement to Customers. The Application & Agreement constitute part of this ACS, as provided under section 12 of this ACS.

3.5 Contractor's performance obligations

The terms of section 10 of the Contract are incorporated as if fully set forth herein.

3.6 Training and Implementation

The terms of section 14 of the Contract are incorporated as if fully set forth herein.

3.7 Miscellaneous

The terms of section 19 of the Contract are incorporated as if fully set forth herein.

4. Changes and Additions to the Contract

4.1. Term

The ACS will become effective on the last date signed and will be operative until December 21, 2018, unless terminated earlier by the Parties under governing terms and conditions of the ACS.

4.2. Orders

Customers may procure products and services under the ACS by issuing a purchase order, by using a state purchasing card, or by using a catalog through the Ariba Network (AN). Refer to section 15 of this ACS for details regarding the AN solution.

Customers are responsible for reviewing the terms and conditions of this ACS. OGS is not a party to any transaction under this ACS. The Department is not a party to any transaction under this ACS unless the Department's own purchasing office issues a purchase order, uses a state purchasing card, or uses a catalog through AN to obtain products and services.

4.3. Services and Pricing

The Contractor shall at all times during the term of this ACS adhere to the negotiated products, services and ceiling prices listed in Attachment D, unless a Customer and the Contractor negotiate lower pricing.

4.4. Compliance with Laws

The Contractor shall comply with all laws, Florida Administrative Code rules, ordinances, and licensing requirements applicable to the conduct of its business within the State, including those of federal, state, and local governmental entities having jurisdiction and authority. By way of non-exhaustive example, Chapter 287, Florida Statutes, and Chapter 60A-1, Florida Administrative Code, govern the ACS. By way of further non-exhaustive example, the Contractor shall comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws may be grounds for termination of the ACS.

The Contractor also shall be governed by and shall not act inconsistently with sections 119.07 and 119.0701, Florida Statutes, regarding public records (all data or information furnished by the Department or State of Florida are state data and records), and section 501.171, Florida Statutes, regarding data security and records maintenance. Any maintenance, support, notice, self-training, certification, audit, review or other provisions contained in User Agreements, or additional terms and conditions incorporated into those agreements, that do not comply with Florida law shall not apply to this ACS.

4.5. State Funds

The State's performance and obligation to pay under the ACS are contingent upon an annual appropriation of funds by the Legislature. The Contractor shall comply with sections 11.062 and 216.347, Florida Statutes, prohibiting use of state funds to lobby the Legislature, judicial branch, or state agencies.

4.6. Invoices and Payments

The Contractor shall issue invoices for all services provided to Customers. Invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices will be paid in accordance with the requirements of section 215.422, Florida Statutes.

Pursuant to section 215.422, Florida Statutes, Customers have five (5) working days to inspect and approve goods and services, unless the purchase order or Contract specifies otherwise. If payment is not made within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Customer or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount.

4.7. Vendor Ombudsman

A Vendor Ombudsman, whose duties include acting as an advocate for vendors experiencing problems in obtaining timely payment(s) from a state agency, may be contacted at 850-410-9724. This information is provided for notice purposes only.

4.8. Registration

In order to complete any transaction between the Customer and the Contractor, the Contractor must be registered in MyFloridaMarketPlace. Rule 60A-1.031, Florida Administrative Code, is hereby incorporated by reference. Contractor shall pay the one percent (1%) MFMP when due.

4.9. Contractor Compensation

The Contractor's compensation shall be derived from the rates listed in Attachment D. The Contractor shall not charge any other rates for any products or services obtained through this ACS.

4.10. Travel

Customers are not responsible for separately reimbursing the Contractor for travel expenses. However, if a Customer approves payment for Contractor's travel in writing in advance, bills for travel expenses shall be submitted in accordance with section 112.061, Florida Statutes.

4.11. Security and Confidentiality

- 4.11.1. The Contractor shall ensure that confidential or exempt information is protected from disclosure in accordance with Florida law.
- 4.11.2. The Contractor shall comply with the accessibility standards stated in section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794(d)), including regulations set forth under 36 C.F.R. part 1194, and sections 282.601-606, Florida Statutes.
- 4.11.3. At the expiration of the ACS, the Contractor shall return all Department or Customer information to the Department or Customer in a usable format to be agreed upon by the Department, Customer, and Contractor.
- 4.11.4. At the expiration of the ACS and after all federal and state record retention requirements have been met, the Contractor shall destroy and render unrecoverable all remaining Department or Customer information and certify in writing to the Department or Customer that these actions have been taken. Contractor shall adhere to the information destruction standards established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2006). See <http://csrc.nist.gov>
- 4.11.5 The first sentence of section 33, General Contract Conditions, PUR 1000 is replaced by the following: The Contractor shall comply fully with all security procedures of the Customer in effect as of the Contract date, including those adopted pursuant to section 501.171, Florida Statutes, and Chapter 71A-1, Florida Administrative Code, in performance of the Purchase Order. DMS will be responsible for notifying Contractor of any changes to the above referenced Florida Statutes and Administrative Codes. Contractor will be permitted a reasonable period of time to either implement any Florida Statutory or Code changes or Contractor will be given an opportunity to negotiate the applicability and level of required implementation. If Contractor is unable or it is not economically feasible to implement any such changes for DMS, Contractor will have the right to suspend all Services. The warranties of this paragraph shall survive the ACS.

5. Consequences for Non-performance

5.1 Financial Consequences

In accordance with paragraph 287.058(1)(h), Florida Statutes, Customers must apply financial consequences if the Contractor fails to perform in accordance with the ACS, and Customer SLA's. Customer SLA's will include financial consequences for non-performance. SLA's may be incorporated into Customer Purchase Orders.

5.2 Contractor Event of Default

Any non-performance by the Contractor, which is not cured within a specified period after receipt of written notice thereof by the State may constitute a default. At the State's exclusive discretion, the period afforded for cure may be extended so long as Contractor institutes satisfactory performance and thereafter diligently and continuously pursues satisfactory performance.

5.2.1. **State Remedies**

Upon the occurrence of an "Event of Default" on the part of the Contractor, the State is entitled to remedies as stated in rule 60A-1.006, Florida Administrative Code, without limitation as to the State's pursuit of other remedies at law or equity.

5.2.2 **State Event of Default**

The State's failure to perform or delay in performing any of the its responsibilities under this ACS will not constitute grounds for termination of the ACS, or SLA, purchase order or other means of purchase, by the Contractor except for a failure by the State to timely pay amounts due and owing after a reasonable time to cure or as set forth in the LN Non-FCRA Application and Agreement - Government Agencies and Law Enforcement, or FCRA Application and Agreement - Government Agencies and Law Enforcement.

5.2.3 **Financial Consequences not Penalties**

Financial consequences for non-performance shall not be considered penalties.

6. Access to and Retention of Records and Data

The Contractor shall maintain records and data relating to this ACS for five (5) years after expiration or termination of the ACS.

6.1. **Public Records**

If, under this ACS, the Contractor is providing services and is acting on behalf of the Department, the Contractor shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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 Department all public records in possession of the Contractor upon termination of the ACS and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to the Department in a format that is compatible with the information technology systems of the Department.

The Department may unilaterally terminate the ACS if the Contractor refuses to allow public access as required by this section. Nothing in this agreement, including nothing in this section 6, shall require Contractor to make any disclosure which would, in Contractor's reasonable opinion, cause Contractor to violate (a) federal laws related to privacy, customer information, or data protection (including the Gramm-Leach-Bliley Act and the Drivers' Privacy Protection Act) and/or (b) privacy, disclosure, and use restrictions imposed upon Contractor by third-party providers of data and information. It is Contractor's exclusive responsibility to assert such ground for non-disclosure, and to defend against claims for disclosure of data, records or information it believes are protected under such grounds.

6.2. **Redacted Copies of Confidential Information**

If Contractor considers any portion of any documents, data, or records submitted to the Department to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119,

Florida Statutes, the Florida Constitution or other authority, Contractor must provide the Department with a separate redacted copy of the information it claims is confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the ACS name and number, and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

6.2.1 Request for Redacted Information

In the event of a public records or other disclosure request pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as "Confidential" are responsive, the Department will provide the Contractor-redacted copies to the requestor. If a requestor asserts a right to the confidential information, the Department will notify the Contractor such an assertion has been made. It is the Contractor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, Florida Statutes, or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the confidential information of the Contractor under legal process, the Department shall give the Contractor prompt notice of the demand prior to releasing the information labeled "Confidential" (unless otherwise prohibited by applicable law). Contractor shall be responsible for defending its determination that the redacted portions

6.2.2 Indemnification for Redacted Information

Contractor shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Contractor's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Contractor fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce all documents, data, or records submitted to the Department in answer to a public records request or other lawful request for these records.

7. Indemnification (supersedes section 19, paragraph 3, General Contract Conditions, PUR 1000)
The Contractor's obligations under the preceding two paragraphs of section 19 with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action and (2) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld. Notwithstanding any provision to the contrary contained in the Contract, User Agreements, Risk Supplemental Terms, or additional terms and conditions for LexisNexis Services incorporated into the User Agreements, the State and Customers will not under any circumstances indemnify the Contractor or third parties supplying data to the Contractor.

8. Price Changes Applicable only to Term Contracts (supersedes section 4 (b), General Contract Conditions, PUR 1000)

Section 4 (b) of the General Contract Conditions, PUR 1000 is inapplicable to this ACS.

9. Subcontractors

The Contractor shall not use subcontractors to provide products or perform services under this ACS. Contractor's use of subcontractors without the express prior written consent of the Department shall constitute a breach of this ACS and may result in termination of the ACS.

10. Semi-Annual Meetings

The parties shall meet semi-annually or more often if requested by either party. At a minimum, the agenda shall include:

- a. Program compliance
- b. Program trending review
- c. Savings report
- d. Spend report
- e. If needed, recommendations for improved compliance and performance

11. Primary and Secondary Contacts

The primary contact for the **Department** for this ACS is as follows:

Name: Corina Chiorescu, Contract Manager
Agency: Department of Management Services, Division of State Purchasing
Address: 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950
Telephone: (850) 921-0030.
E-mail: corina.chiorescu@dms.MyFlorida.com

The secondary contact for the **Department** for this ACS is as follows:

Name: George Rozes, Associate Category Manager
Agency: Department of Management Services, Division of State Purchasing
Address: 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950
Telephone: (850) 488-0050
E-mail: george.rozes@dms.myflorida.com

The primary contact for the **Contractor** for this ACS is as follows:

Name: Jason Parks, Client Executive
Address: 7443 Springboro Pike, Miamisburg, OH 45342
Telephone: (937) 242-7694
E-mail: jason.parks@lexisnexis.com

The secondary contact for the **Contractor** for this ACS is as follows:

Name: Dottie Heilgeist, Account Manager
Address: 7443 Springboro Pike, Miamisburg, OH 45342
Telephone: (937) 247-1608
E-mail: dottie.heilgeist@lexisnexis.com

12. Entire Agreement

- 12.1 Except as otherwise expressly set forth elsewhere in this ACS, all terms and conditions contained in Attachments A through F are incorporated as if fully set forth herein and shall remain in full force and effect throughout the term of this ACS, unless modified by the Parties.

12.2 Prior to providing the products and services described in Attachment D, the Contractor will require Customers to sign one or more of the User Agreements listed below:

- a. LN Non-FCRA Application & Agreement - Government Agencies & Law Enforcement
- b. FCRA Application and Agreement - Government Agencies and Law Enforcement
- c. LN Non-FCRA Additional Account Form - Government Agencies and Law Enforcement
- d. LN FCRA Additional Account Form - Government Agencies and Law Enforcement
- e. Accurint for Government (Transactional)
- f. Accurint for Law Enforcement Plus (Per User Subscription)
- g. Accurint for Law Enforcement Mobile (Per User Subscription)
- h. Instant Authenticate & Instant Verify (Online)
- i. Batch Services (Non-FCRA) (Month to Month Transactional)
- j. Addendum for Access to Limited Access DMF Data – Government

These User Agreements constitute part of this ACS. No provision contained in User Agreements will have precedence over terms and conditions contained in this document, the Agreement, or the General Contract Conditions, PUR 1000. Paragraph 17 of Part 5 of the LN Non-FCRA Application & Agreement – Government Agencies & Law Enforcement will be interpreted to permit the Contractor, upon request, to verify the permissible purpose of a Customer's search inquiry. The Contractor will provide User Agreements to Customers. Customers are responsible for reviewing User Agreements prior to completing purchase orders with the Contractor.

12.3 The Contractor must complete and file with the Department the forms appended as Attachment E (Savings/Price Reductions) and Attachment G (Contractor Information Worksheet) no later than the effective date of this ACS.

12.4 This document, Attachments A through F, and User Agreements comprise the ACS and set forth the entire agreement of the parties. Any modification to this ACS must be in writing and signed by the Parties. Terms and conditions inconsistent with or supplemental to this ACS may not be incorporated by a subsequent purchase order. If a conflict exists among this document, the Contract, the General Contract Conditions, or User Agreements, then the documents shall follow the priority listed below:

- a. This document (excluding attachments)
- b. General Contract Conditions (PUR 1000), Attachment B
- c. The Contract, Attachment A
- d. User Agreements
- e. Purchase Orders

13. Employment Eligibility Verification

Pursuant to State Executive Order Number 11-116, Contractor is required to use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of staff assigned by the Contractor to work in the United States and to provide on-line database products and services to Customers during the ACS term.

14. Scrutinized Company List

In executing this ACS, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, Contractor agrees the Department may immediately terminate this ACS for cause if the Contractor is found to have submitted a false certification, or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the ACS.

15. Electronic Invoicing

The following provisions apply in addition to section 15, General Contract Conditions, PUR 1000. The Contractor holds the option to establish electronic invoicing during the term of this ACS. If electronic invoices are submitted through the Ariba Network (AN), one of the three mechanisms listed below shall be used.

15.1 cXML (commerce eXtensible Markup Language)

This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog goods and services. The cXML format is the Ariba preferred method for electronic invoicing.

15.2 EDI (Electronic Data Interchange)

This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for electronic invoicing via the AN for catalog and non-catalog goods and services.

15.3 PO Flip via AN

The online process that allows contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox within their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

15.4 For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a state contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the ACS.

15.5 The Contractor shall work with the MFMP management team to obtain specific requirements for the electronic invoicing and shall implement electronic invoicing on a 100% basis within six months of the effective date of this ACS.

16. Reporting Requirements

16.1 The Contractor shall submit a sales report on a monthly basis on the form provided by the Department, appended as Attachment C, which may from time to time be modified by the Department.

16.2 Failure to provide monthly sales reports, including no sales, within thirty (30) calendar days following the end of each month may result in the Contractor being found in default and cancellation of the ACS by the Department. Upon request, the Contractor shall report to the Department spending with certified and other minority business enterprises. Reports must include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this contract. Initiation and submission of the Contract Sales Summaries are to be the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor will submit the completed reports by email to the Contract Manager.

16.3 The Department reserves the right to require additional reports or information pertaining to this ACS and any resulting purchase orders or contracts with customers. The Contractor must submit a report or information within five (5) business days after receipt of a Department request, unless otherwise approved by the Department.

17. Venue

The exclusive venue for any legal or equitable action arising out of or relating to this ACS will be the appropriate state court in Leon County, Florida. In any such action, Florida law will apply.

18. Warranty of Authority

Each person signing this ACS warrants that he or she is duly authorized to do so and to bind the respective party.

State of Florida,
Department of Management Services

By: _____

Name: _____

Title: _____

Date: _____

LexisNexis Risk Solutions FL, Inc.

By:  _____

Name: Hayden Tolu

Title: CCO

Date: 2/9/14

Attachments

- A. The Contract
- B. General Contract Conditions (PUR 1000)
- C. Monthly Sales Report
- D. LexisNexis Risk Solutions FL, Inc., Products, Services and Pricing Schedule and Pricing Schedule
- E. Savings/Price Reductions
- F. Contractor Information Worksheet

Attachment A

The Agreement



New York K.pdf



New York K
Amendment.pdf



New York K
Pricing.pdf

Attachment B
General Contract Conditions, PUR 1000



1000.doc

Attachment C

Monthly Sales Report



Contract Monthly
Sales Report.xlsx

Attachment D

LexisNexis Risk Solutions FL, Inc. Products, Services and Pricing Schedule



Lexis pricing proposal
final 10-14.docx

Attachment E

Savings/Price Reductions

ACS LexisNexis Number _____

Contractor is required to furnish the percent (%) savings in prices offered compared to retail, list, published or other usual and customary prices that would be paid by the purchaser without benefit of the ACS.

DATE _____

COMPETITIVE PRICES OFFERED AVERAGE

% SAVINGS.

HOW CAN WE VERIFY THE CLAIMED SAVINGS (example: retail or other usual and customary prices published at [URL], or other source of benchmark prices)?

Contractor's Authorized Representative:

Authorized Signature _____

Telephone Number _____

Email _____

STATE PURCHASING ANALYST/SPECIALIST TOOK THE FOLLOWING STEPS TO VERIFY SAVINGS:

WHAT WERE THE RESULTS?

PURCHASING ANALYST/SPECIALIST: _____

Attachment F Contractor Information Worksheet

Contractor Information	
RESPONDENT NAME:	
RESPONDENT FEID NO.:	
MFMP / SPURS VENDOR NO.:	[Enter Contractor's MFMP / MarketView Vendor Number, if Known]
STREET ADDRESS:	
CITY, STATE and ZIP:	
INTERNET ADDRESS:	
TELEPHONE NO.:	
TOLL-FREE NO.:	
FAX NO.:	
Person Responsible For Administering The Contract	
NAME:	
TITLE:	
STREET ADDRESS:	
CITY, STATE and ZIP:	
E-MAIL ADDRESS:	
TELEPHONE NO.:	
TOLL-FREE NO.:	
CELL PHONE NO.:	
FAX NO.:	
Ordering and Remit-To Information Please provide information where Customers should direct orders. You must provide a regular mailing address and e-mail address. If equipped to receive purchase orders electronically, you may also provide an Internet Address.	
REMIT-TO:	
REMIT-TO STREET ADDRESS:	
REMIT-TO CITY, STATE and ZIP:	
REMIT-TO EMAIL and/or INTERNET ADDRESS:	
Note: Please make sure the Ordering Instructions information provided above matches the MyFloridaMarketPlace ("MFMP") Vendor Registration account information: https://vendor.MFMP.com/	
PLEASE DUPLICATE ON ADDITIONAL TABS IF NEEDED.	