



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: February 28, 2022



To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Lisa Burnham, Controller
Frank Nastasi, Chief of Police
Nathan Gobler, Police Lieutenant
Emily Frontera, Purchasing Manager

Subject: Bid Waiver - Thomson Reuters Police Investigative System (Introduced by Lieutenant Nathan Gobler)

History

The Troy Police Department has historically purchased investigative software that allows investigators to gather public records information via a single web-based software. The software is used to gather information pertaining to criminal investigations and employment background investigations.

Thomson Reuters software was evaluated on a trial basis by Detective James Mork. The evaluation process compared different software products such as Thomson Reuters, LexisNexis and TLO to gauge the accuracy of the information provided from each search. The process also evaluated the amount of data acquired by each query. Thomson Reuters provides additional query types and unique search parameters that are not available on similar investigative software products. It was found that Thomson Reuters was the superior product.

The current vendor, LexisNexis, does not offer the comprehensive data that is available via Thomson Reuters. This vendor also eliminates a per transaction fee with a standard subscription fee which would allow for more detailed investigations in all cases. It is the recommendation of staff to contract with Thomson Reuters to replace LexisNexis investigative software.

Purchasing

- Thomson Reuters provides specialized web-based technology to aid government professionals and law enforcement in information gathering and investigative research.
- The CLEAR for Law Enforcement Plus and CLEAR License Plate Recognition (LPR) systems work in combination to access public records nationwide and the Vigilant Solutions national commercial license plate database. These systems provide up-to-date information on people and businesses through specialized investigative tools and reports to locate subjects and their associated addresses, access phone and vehicle records, identify risk levels associated with a person or business, and improve community and officer safety with real-time and historical data.



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Purchasing (continued)

- Subscription pricing has been secured through Thomson Reuters West Publishing as detailed in the attached proposal Order ID: Q-02398787 with subscription term ending June 31, 2025. The annual costs for this software are as follows:

FY2022 - \$5,714.40 (prorated cost to July 1, 2022)

FY2023 - \$17,143.20

FY2024 - \$17,481.48

FY2025 - \$17,829.84

- Thomson Reuters has successfully provided web-based research technology and services to the City for many years.
- It is being recommended, in the best interest of the City, that the bid process be waived and a contract be awarded to *Thomson Reuters West Publishing of Eagan, MN* for the CLEAR for Law Enforcement Plus and LPR software systems.

Financial

Funds are budgeted and available annually in the Police Department Miscellaneous Investigations Account Number 101.301.11.307.7955.080

Recommendation

City Management, in the best interest of the City, recommends waiving the bid process and requests authorization to contract with *Thomson Reuters West Publishing of Eagan, MN* for the CLEAR for Law Enforcement Plus and ENCLR PRO Gov License Plate Recognition software subscription package, as per the rates contained in the attached agreement. City Management further requests the authorization to renew the Thomson Reuters subscription on an ongoing basis as needed by the Police Department.



Order Form

Order ID:Q-02398787

Contact your representative anthony.cicchese@thomsonreuters.com with any questions. Thank you.

Subscriber Information

Sold To Account Address

Account #: 1000411587
 TROY POLICE DEPT
 TEMP ACCESS CLEAR
 500 W BIG BEAVER RD
 TROY MI 48084-5254 US

“Customer”

Shipping Address

Account #: 1000411587
 TROY POLICE DEPT
 TEMP ACCESS CLEAR
 500 W BIG BEAVER RD
 TROY MI 48084-5254 US

Billing Address

Account #: 1000411587
 TROY POLICE DEPT
 TEMP ACCESS CLEAR
 500 W BIG BEAVER RD
 TROY, MI 48084-5254 US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as “Thomson Reuters”, “we” or “our,” in each case with respect to the products and services it is providing, and Customer will be referred to as “you”, or “your” or “Client”.

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. 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.

Clear Fixed Rate / Window/Fraud Waste & Abuse Products

Service Material	Product	Quantity	Unit	Monthly Charges	Minimum Term (Months)	Order Type
41882302	CLEAR for Law Enforcement Plus	100	Seats	\$489.00	36	Subscription Plus Bridge (see below)
42124048	ENCLR PRO Gov License Plate Recognition State Add	100	Seats	\$939.60	36	Subscription Plus Bridge (see below)

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
41882302	CLEAR for Law Enforcement Plus	100	Seats	\$489.00	5
42124048	ENCLR PRO Gov License Plate Recognition State Add	100	Seats	\$939.60	5

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

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.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 90 days before each 12 month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

Miscellaneous

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.

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.

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.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

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 cause 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.

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.

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 live 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.

Amended 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-02398787

ACKNOWLEDGEMENT Q-02398787

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.

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 4/2/2022 CT.



THOMSON REUTERS™

Attachment

Order ID:Q-02398787

Contact your representative anthony.cicchese@thomsonreuters.com with any questions. Thank you.

Order ID: Q-02398787

Payment, Shipping and Contact Information

Payment Method:

Payment Method: Bill to Account
Account Number: 1000411587

Order Confirmation Contact (#28)

Contact Name:Mork, Jim
Email:morkjr@troymi.gov

Account Contacts

Contact Name	Email Address	Customer Type Description
Jim	Mork morkjr@troymi.gov	CLEAR PRIMARY CONT
Jim	Mork morkjr@troymi.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
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Charges During Minimum Term

Material #	Product Name	Year 1 Monthly Charges	% Incr Yr1-Yr2	Year 2 Monthly Charges	% Incr Yr2-Yr3	Year 3 Monthly Charges	% Incr Yr3-Yr4	Year 4 Monthly Charges	% Incr Yr4-Yr5	Year 5 Monthly Charges
41882302	CLEAR for Law Enforcement Plus	\$489.00	0.00%	\$489.00	0.00 %	\$489.00	N/A	\$N/A	N/A	\$N/A
42124048	ENCLR PRO Gov License Plate Recognition State Add	\$939.60	3.00%	\$967.79	3.00 %	\$996.82	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.