



**Office of the Town Clerk**  
*Diane M. Wilhelm*

Registrar of Vital Statistics

Records Management Officer

Marriage Officer

**TO:** Supervisor Jens-Smith, Councilpersons , Wooten, Giglio, Hubbard, Kent,  
John Marafino, Maryann Tague, Police Department

**FROM:** Carol Del Vecchio, Account Clerk Typist

**DATE:** August 22, 2018

**RE:** Open Bid Report for Police Department Accident Retrieval Service

\*\*\*\*\*

1 bid was received and opened at 11:00 am, August 22, 2018 (see attached)

LexisNexis  
1000 Alderman Drive  
Alpharetta, GA 30005  
978-808-0929  
[deborah.emerson@lexisnexisrisk.com](mailto:deborah.emerson@lexisnexisrisk.com)

**\*SEE ATTACHED**





TOWN OF RIVERHEAD  
Laura Jens-Smith, Supervisor  
200 Howell Avenue  
Riverhead, New York 11901-2596  
631-727-3200

BID # 1043

**BID FOR: POLICE ACCIDENT REPORT RETRIEVAL SERVICE**

LexisNexis Coplogic Solutions Inc. ("LexisNexis")

BIDDERS NAME

1000 Alderman Drive

BIDDERS ADDRESS

Alpharetta, GA 30005

TOWN, STATE, ZIP

08-13-18 ( 978 ) 808-0929

DATE

PHONE NUMBER

EMAIL ADDRESS: deborah.emerson@lexisnexisrisk.com

In compliance with your advertisement for bids to be opened at **11:00 am on August 22, 2018** and subject to all conditions thereof, the undersigned hereby proposes to furnish the item(s) and/or service(s) itemized in this proposal in accordance with the Notice to Bidders, General Information Agreement and Specifications contained herein on the Bid Proposal Form attached.

Bidder certifies that the prices quoted herein do not include Federal Excise Tax or any Federal, New York State or Town Sales Tax and are not higher than prices charged to any governmental or commercial consumer for like merchandise and/or service; and all prices include shipping and freight charges to any Municipal building or site within the Town of Riverhead.

**(THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID)**

Respectfully submitted,

  
SIGNED BY: \_\_\_\_\_

William ("Bill") S. Madison, Executive Vice President

TITLE: \_\_\_\_\_

BIDDERS ARE INVITED TO ATTEND BID OPENING

IV. BID

POLICE DEPARTMENT ACCIDENT REPORT RETRIEVAL SERVICE

TOWN OF RIVERHEAD  
BID SHEET

1. Company information:

a. Name, physical address, mailing address, telephone number, fax number, the name of the primary contact for this bid, and the e-mail address for the primary contact and/or main office.

|  |  |
|--|--|
| <u>LexisNexis Coplogic Solutions Inc. ("LexisNexis")</u> | <u>Deborah Emerson-Leclerc</u>                             |
| <u>1000 Alderman Drive Alpharetta, GA 30005</u>          | <u>Primary Contact &amp; Law Enforcement Specialist</u>    |
| <u>Phone: (877) 317-5000</u>                             | <u>Phone: (978) 808-0929 direct, (978) 955-1243 mobile</u> |
| <u>Fax: (678) 694-3616</u>                               | <u>deborah.emerson@lexisnexisrisk.com</u>                  |

b. Please list and describe the vendor's ability to provide the services listed in the specifications.

LexisNexis is proposing a commercial off-the-shelf (COTS) Police Department Accident Report Retrieval Service that enables involved parties, insurance companies, and other parties to retrieve reports via the Internet on a 24/7 basis. Section B of our proposal describes in detail the ability of LexisNexis to provide the services listed in the specifications.

c. Please list any additional services related to the processing of police accident reports that vendor is able to provide:

As optional service enhancements, LexisNexis can also provide additional tools for report request management and law enforcement investigations. Please refer to Section B of our proposal for descriptions of these services.

d. Please list all fees and charges related to the police accident report retrieval service (include fees charged to customers, fees paid to Town...).

Section D of our proposal presents our proposed fee structure related to the LexisNexis Police Accident Report Retrieval Service. At a high level, this structure consists of a per report convenience fee that we charge for online report purchase. It is added to any fees set by the Town of Riverhead.

**Personnel:**

To provide the proposed services, LexisNexis will use staff employees from our Coplogic group.

This team specializes in report retrieval solutions for police agencies like the proposed service. As needed, this team may also draw upon the roughly 5,000 employees of our broader Risk Solutions division.

**2. Insurance:**

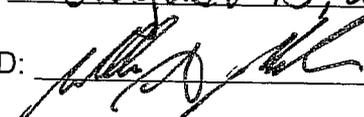
Upon award of bid, CONTRACTOR shall provide a copy of all insurance certificates identified in the specifications within thirty days of notification of successful bid and prior to commencement of any services identified in the contract/bid specification. In the event the CONTRACTOR fails to provide the insurance required information, the Town may cancel the award and award to the next lowest bidder.

- a. Proof of Comprehensive General Liability Insurance, including products completed, contractual, property and personal injury in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; and
- b. Proof of Professional Liability Insurance in the amount of (\$1,000,000.00.); and
- c. Proof of Cyber Insurance \*to be determined

**3. Permit/License:**

A copy of permit/license for the facility/company must be annexed to bid.

DATE: August 13, 2018

SIGNED: 

TITLE: William ("Bill") S. Madison, Executive Vice President

Bid for a Police Accident Report Retrieval Service  
Required Information for Submission of Bid Proposal

Regarding Section 3 ("Permit/License") of the RFP's Bid Sheet, LexisNexis is authorized to do business in all 50 states, including the State of New York ("NYS"). We are not aware of any particular permits or licenses that are required to supply the solicited Police Accident Report Retrieval Service.

The below screenshot from the NYS Corporation and Business Entity Database demonstrates that LexisNexis is licensed to do business in the State.

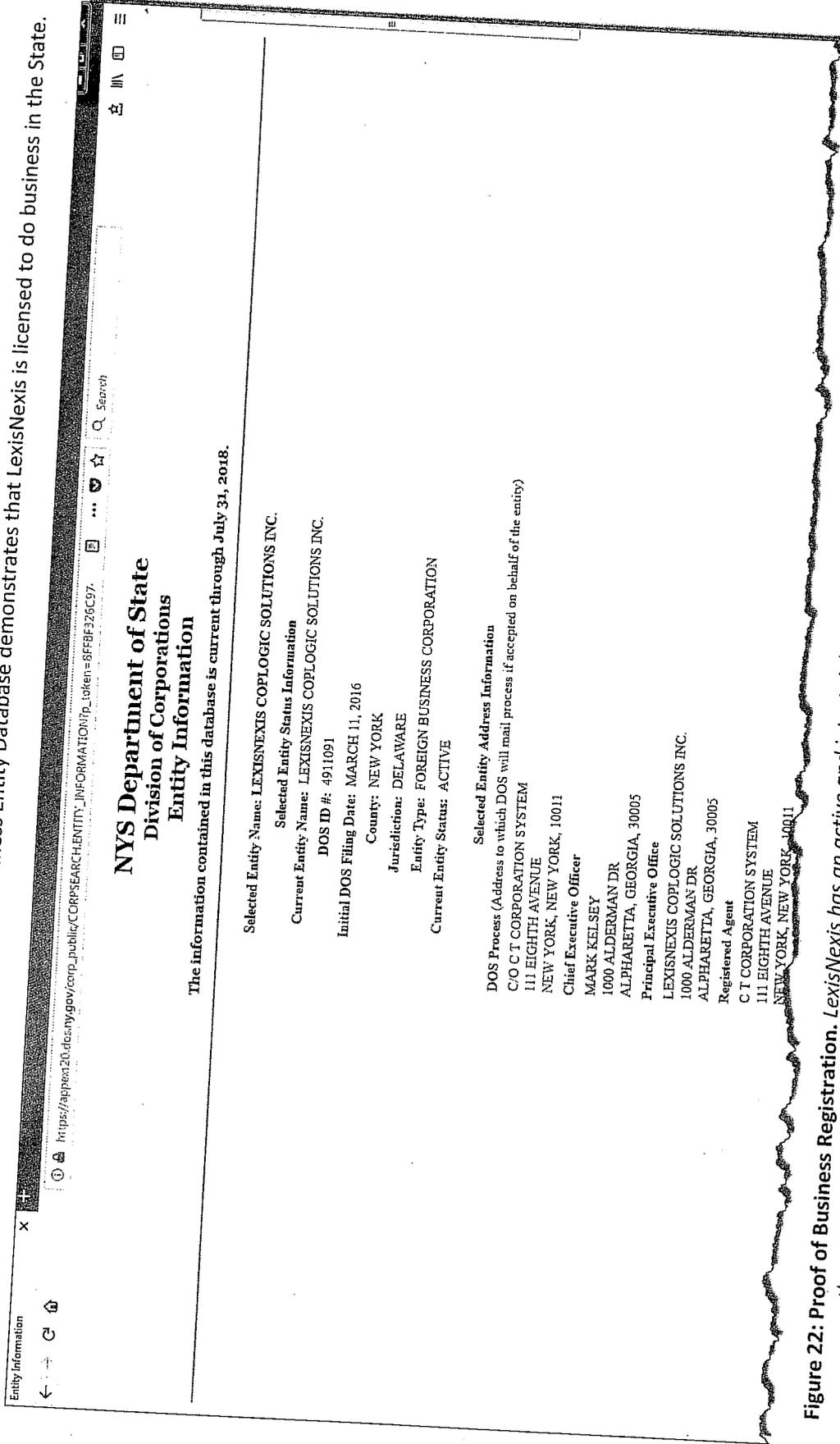


Figure 22: Proof of Business Registration. LexisNexis has an active and intact right to transact business in the State of New York, as evidenced by these search results from the Department of State, Division of Corporation's Corporation and Business Entity Database.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

**Notes to Town of Riverhead**

**Contractor Exception/Assumption & Alternative Language**

**RFP Language**

LexisNexis would like to offer the following exceptions to the provisions in Bid #1043 and respectfully reserves the right to further negotiate additional terms and conditions and/or modifications in a final contract should one be awarded. Furthermore, should LexisNexis be the selected bidder, LexisNexis has a Law Enforcement Agreement that contemplates the requested product as well as the other products offered by LexisNexis, which was provided to the Town in April 2017 for review.

LexisNexis can agree to indemnify the Town in line with the proposed language.

Delete and replace with the following:  
 "To the extent permitted under applicable law, each Party shall defend, indemnify, and hold harmless the other Party, its affiliates, and their officers, directors, employees, and agents (the "Indemnified Parties") against and from any and all losses, liabilities, damages, actions, claims, demands, settlements, judgments, and any other expenses (including reasonable attorneys' fees), which are asserted against the Indemnified Parties by a third party, but only to the extent caused by (i) violation of law in the performance of its obligations under this Contract by the indemnifying party, its affiliates, or the officers, Agents or employees of such party (the "Indemnifying Parties"); (ii) the gross negligence or willful misconduct of the Indemnifying Parties during the term of this Contract; (iii) violation, infringement or misappropriation of any U.S. patent, copyright, trade secret or other intellectual property right; or (iv) with respect to Town, violation of any of the license terms or restrictions contained in this Contract. The indemnities in this section are subject to the Indemnified Parties promptly notifying the Indemnifying Parties in writing of any claims or suits."

LexisNexis is removing this paragraph from the Insurance requirement as LexisNexis believes that a Contract for eCommerce would not likely trigger an injury to persons or property or death claim. Furthermore, LexisNexis has proposed indemnification language addressed above under the General Bid Criteria, Section 17(a), General Indemnification.

LexisNexis requests the following changes to the insurance provision:  
~~"CONTRACTOR recognizes that it is operating as an independent CONTRACTOR and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or the death of any and all persons, or injury to any and all property, of any nature, arising out of the CONTRACTOR'S negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act or omission on the part of the CONTRACTOR in their negligent performance under this contract."~~

Proof of Cyber Insurance in an amount of \$5,000,000.00, ~~deemed acceptable to the Office of the Town Attorney;~~

Proof of Cyber Insurance of \$5,000,000.00, ~~to be determined.~~

As included in LexisNexis' Law Enforcement Agreement, a new Section titled "Limitation of Liability" to be included in the Contract:

"To the extent permitted by applicable law, CONTRACTOR'S entire liability for any claim(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Contract shall not exceed fifteen thousand dollars (\$15,000.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities or fines relating to or arising from CONTRACTOR'S gross negligence or willful misconduct. Notwithstanding the foregoing, or any other provision in this contract to the contrary, in no event will contractor be liable for indirect, incidental, special, punitive, exemplary or consequential damages including but not limited to loss of goodwill, loss of profits, loss of or interruption of business, of any kind or nature, however caused."