



Amendment No. 1
of
Contract No. MA 8700 NS200000015
for
LexisNexis Desk Officer Reporting System
between
LexisNexis Claims Solutions Inc.
and the
City of Austin

1.0 The City hereby exercises the final four renewal options: Option 1, Option 2, Option 3 and Option 4 for the subject contract. This extension option will be effective June 01, 2021 through May 31, 2025. Payments will be made on an annual basis. No options will remain.

Option 1: 06/01/2021 – 05/31/2022 @ \$9,581.91
Option 2: 06/01/2022 – 05/31/2023 @ \$9,869.37
Option 3: 06/01/2023 – 05/31/2024 @ \$10,165.45
Option 4: 06/01/2024 – 05/31/2025 @ \$10,470.41

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Initial Term: 06/01/2020 – 05/31/2021	\$9,302.83	\$9,302.83
Amendment No. 1: Options 1, 2, 3 & 4 – Extension Option 1: 06/01/2021 – 05/31/2022 @ \$9,581.91 Option 2: 06/01/2022 – 05/31/2023 @ \$9,869.37 Option 3: 06/01/2023 – 05/31/2024 @ \$10,165.45 Option 4: 06/01/2024 – 05/31/2025 @ \$10,470.41	\$40,087.14	\$49,389.97

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature/Date: **Elisa Folco** Digitally signed by Elisa Folco
Date: 2021.02.09 11:29:40
-06'00'

Printed Name: Elisa Folco, Procurement Specialist IV
Authorized Representative

City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
LEXISNEXIS COPLOGIC SOLUTIONS INC. ("Contractor")
FOR
LEXISNEXIS DESK OFFICER REPORTING SYSTEM**

CONTRACT NUMBER: MA 8700 NS200000015

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between LexisNexis Coplogic Solutions Inc. having offices at 1000 Alderman Dr., Alpharetta, GA 30005 and the City, a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City ("Effective Date").

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 Exhibit A, Supplemental Terms
- 1.1.3 Exhibit B, LexisNexis Quote # 20191125, dated November 25, 2019.
- 1.1.4 Exhibit C, Non-Discrimination Certification
- 1.1.5 Exhibit D, Non-Suspension Certification

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 Supplemental Terms as referenced in Section 1.1.2
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3.

1.3 Term of Contract.

1.3.1 **Term of Contract.** This Contract shall become effective on June 1, 2020 ("Effective Date") and shall remain in effect for an initial term of 12 months. The Contract may be extended beyond the initial term for up to 4 additional 12-month periods at the City's sole option.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$9,302.83 for the initial Contract term and a total Not-to-Exceed amount of \$9,581.91 for Option 1, a total Not-to-Exceed amount of \$9,869.37 for Option 2, a total Not-to-Exceed amount of \$10,165.45 for Option 3, a total Not-to-Exceed amount of \$10,470.41 for Option 4 for a total Not-to-Exceed Contract amount of \$49,389.97.

Contract Term		Contract Amount
06/01/2020 - 05/31/2021	Initial Term	\$ 9,302.83
06/01/2021 - 05/31/2022	Option 1	\$ 9,581.91
06/01/2022 - 05/31/2023	Option 2	\$ 9,869.37
06/01/2023 - 05/31/2024	Option 3	\$ 10,165.45
06/01/2024 - 05/31/2025	Option 4	\$ 10,470.41
		\$ 49,389.97

1.5 Fees due to the City. On behalf of City, Contractor will collect and remit to City a fee for all Reports ("City Fee(s)") purchased from the applicable eCommerce portal, including but not limited to fees for purchases of Reports from that eCommerce portal by an Affiliate. On a monthly basis, Contractor will electronically transfer to City's designated account, the total amount of applicable City Fees collected by Contractor during the previous month. Contractor will make available a monthly report to City identifying the number of Reports provided on its behalf via the LexisNexis® Command Center administration portal and/or its successor. No City Fee will be paid with respect to the following:

- a. When an Affiliate of Contractor has paid a City Fee to acquire a Report for an Authorized Requestor (including Reports purchased before the applicable Contract Effective Date) and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or
- b. When one or more components of a Report (e.g., VIN number), rather than the Report in its entirety, is provided by Contractor to an Authorized Requestor or an Affiliate of Contractor; or
- c. When a Report is acquired by an Affiliate of Contractor from a source other than the applicable eCommerce portal; or
- d. When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Agreement shall require Contractor or its Affiliate to pay a City Fee to the City when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased Reports. City acknowledges that all Reports requested by Agency Requestors shall be provided free of charge.

1.5 Quantity of Work. Quantity of goods or services as described in Exhibit B.

1.6 Assignment. City acknowledges and agrees to the following:

Notwithstanding anything to the contrary in the Contract, by signing below, City hereby consents to the assignment of the Contract to Coplogic. City agrees that from and after the Contract Effective Date, without any further notice, Coplogic shall (i) be solely responsible for the performance under the Contract and the obligations thereunder and (ii) have all rights (including the right to payment), claims, credits, causes of actions, defenses, and any other rights of any kind arising out of or related to or in respect of the Contract.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

All terms used herein and denoted by their initial capitalization shall have the meanings set forth in this Contract unless set forth herein to the contrary.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

**LEXISNEXIS COPLOGIC SOLUTIONS
INC.**

CITY OF AUSTIN

William S. Madison

Printed Name of Authorized Person

Signature

Executive Vice President
Title:

Title:

03/16/2020

Date:

Elisa Folco

Printed Name of Authorized Person

Elisa Folco

Digitally signed by Elisa Folco
Date: 2020.03.23 09:09:38 -05'00'

Signature

Procurement Specialist IV

Title:

Date:

EXHIBIT LISTING

Exhibit A	Supplemental Terms
Exhibit B	LexisNexis Quote
Exhibit C	Security and Notification Requirements
Exhibit D	Non-Discrimination Certification
Exhibit E	Non-Suspension Certification

**EXHIBIT A
SUPPLEMENTAL TERMS**

1. **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Courtney Clark, Phone: 678-694-4827, Email: courtney.clark@lexisnexisrisk.com. The City's Contract Manager for the engagement shall be Brandon Gilstrap; Phone: 512-974-5123, Email: Brandon.Gilstrap@austintexas.gov.

2. **Invoices.**

Invoices shall be mailed to the below address:

City of Austin	
Department	Austin Police Department
Attention	Accounts Payable
Email Address	APDaccountspayable@austintexas.gov

3. **Travel Expenses.** Travel expenses are not authorized under this Contract.

4. **Equal Opportunity**

- 4.1.1 **Equal Employment Opportunity:** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

- 4.1.2 **Americans With Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5. **AUDITS and RECORDS:**

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, no more than once per calendar year and upon City's written request, the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

A. Records Retention:

- i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
- ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
- iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

**EXHIBIT B
LEXISNEXIS QUOTE**

Renewal Quote

LexisNexis® Risk Solutions

1000 Alderman Drive
Alpharetta, GA 30005



LexisNexis®

November 25, 2019

Quote No.: 20191125 Austin TX

Term	Description	Price	Amount
1-Year	<u>LexisNexis® Desk Officer Reporting System Annual Fee for period of June 1, 2020 to May 31, 2021</u> <ul style="list-style-type: none"> • Unlimited users, incident types, and report intake • Unlimited customer support (phone and e-mail) • Unlimited maintenance including every update and upgrade released • Hosting in the LexisNexis® Secure Hosting Environment 		\$ 9,302.83
Year 2	<u>LexisNexis® Desk Officer Reporting System Annual Fee June 1, 2021 to May 31, 2022</u>		\$ 9,581.91
Year 3	<u>LexisNexis® Desk Officer Reporting System Annual Fee June 1, 2022 to May 31, 2023</u>		\$ 9,869.37
Year 4	<u>LexisNexis® Desk Officer Reporting System Annual Fee June 1, 2023 to May 31, 2024</u>		\$ 10,165.45
Year 5	<u>LexisNexis® Desk Officer Reporting System Annual Fee June 1, 2024 to May 31, 2025</u>		\$ 10,470.41
Quote Subtotal			\$ 49,389.97
Sales Tax			As Applicable

Contact your account manager if you have questions about this quote and to learn how LexisNexis® can help off-set the cost of the LexisNexis® Desk Officer Reporting System:

Anthony Gonzales
anthony.gonzales@lexisnexisrisk.com

Signature to Acknowledge Receipt of Quote: _____ Date: _____

Pricing is guaranteed for 90 days from date this quote was issued
THANK YOU FOR YOUR BUSINESS!

EXHIBIT C

SECURITY AND NOTIFICATION REQUIREMENTS

1. Data Protection.

Agency shall take appropriate measures to protect against the misuse and unauthorized access through or to Agency's (i) credentials ("Account IDs") used to access the Services; or (ii) corresponding passwords, whether by Agency or any third party; or (iii) the Services and/or information derived therefrom. Agency shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. Agency shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Agency by Provider from time to time in writing.

2. Agency's Information Security Program.

Agency shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("Agency's Information Security Program"). Agency's Information Security Program shall: (1) account for known and reasonably anticipated threats and Agency shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Agency will promptly remediate any deficiencies identified in Agency's Information Security Program. Agency shall not allow the transfer of any personally identifiable information received from Provider across any national borders outside the United States without the prior written consent of Provider.

3. Agency Security Event.

In the event Agency learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "Agency Security Event") Agency shall:

- (i) provide immediate written notice to:
 - a) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
 - b) via email to (security.investigations@lexisnexis.com); or
 - c) by phone at (1-888-872-5375) with a written notification to follow within twenty four (24) hours; and
- (ii) promptly investigate the situation; and
- (iii) obtain written consent from Provider, not to be unreasonably withheld, prior to disclosing Provider or the Services to any third party in connection with the Agency Security Event; and
- (iv) if required by law, or in Provider's discretion, Agency shall:
 - a) notify the individuals whose information was disclosed that an Agency Security Event has occurred; and
 - b) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Agency Security Event; and
- (v) remain solely liable for all costs and claims that may arise from the Agency Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Agency Security Event); and
- (vi) provide all proposed third party notification materials to Provider for review and approval prior to distribution.

In the event of an Agency Security Event, Provider may, in its sole discretion, take immediate action, including suspension or termination of Agency's account, without further obligation or liability of any kind.

EXHIBIT D
City of Austin, Texas
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 16th day of March, 2020

CONTRACTOR LexisNexis Coplogic Solutions Inc
Authorized Signature [Signature]
Title William S. Madison, EVP

EXHIBIT E
City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:

LexisNexis Coplogic Solutions Inc

Signature of Officer or
Authorized
Representative:

Date:

March 16, 2020

Printed Name:

William S. Madison

Title

EVP



City of Austin Purchasing Office

Sole Source Certificate of Exemption

DATE: 1/8/2020

DEPT: AUSTIN POLICE DEPT

TO: Purchasing Officer or Designee

FROM: JEROME GUERRERO

PURCHASING POC:

PHONE: (512) 974-5273

Chapter 252 of the Local Government Code requires that municipalities comply with certain competitive solicitation procedures before entering into a contract requiring an expenditure greater than \$50,000, unless the expenditure falls within an exemption listed in Section 252.022 or other applicable law.

Refer to Local Government Code 252.022 for a complete list of exemptions:

[Link to Local Government Code](#)

This Certificate of Exemption must be complete, fully executed, and filed with the City Purchasing Office.

The City has deemed this procurement to be exempt from the competitive solicitation requirements of LGC Chapter 252 based on the following facts:

Please check the criteria listed below that applies to this sole source request:

- ☒ Items that are available from only one source because of patents, copyrights, secret process, or natural monopolies.
- ☐ Films, manuscripts or books that are available from only one source.
- ☐ Gas, water and other utilities that are available from only one source.
- ☐ Captive replacement parts or components for equipment that are only available from one source.
- ☐ Books, papers and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials.
- ☐ Management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.

2. Describe this procurement including the following information as applicable:

- What it is for and why it is needed? **This a renewal contract for a proprietary software that the public can input incidents securely and be monitored by APD.**
- What is the municipal purpose that this procurement addresses or furthers? **In addition to providing the public a secure site, the system interfaces with APD's Record Management System (RMS).**
- Why is the procurement a sole source? **LexisNexis® owns the source code and is the only vendor who provides an online reporting system that interfaces with APD's RMS.**
- Has this procurement or a similar procurement been competitively solicited in the past? **See previous COE**
- Why is the vendor the only viable solution? **LexisNexis® owns the source code and does not use resellers or distributors.**
- Are there any other alternative solutions? If so, why are those alternatives unacceptable? **No, due to the exclusive license, LexisNexis® is the only vendor who can provide this software.**
- Is there a concern regarding warranty, compatibility, and/or routine safety? **No**
- Are there territorial or geographic restrictions for the product distribution and sale? **No**
- Are there other resellers, distributors, or dealers in the market? **No, LexisNexis® is the only license holder of the software.**
- What other suppliers or products/services were considered? **There are no other suppliers or products for this software license.**
- If the product is designed to be compatible with existing equipment/item/system, describe the age, value and useful life remaining of the current equipment/item/system. What is the estimated cost of buying new equipment/item/system? What is value of buying the addition versus buying all new? **LexisNexis® Coplogic interfaces with APD's RMS. This is the only online reporting system that has the capability to do this with police departments. It is not reasonable to buy new equipment because the same software would need to be installed to ensure compatibility with the software. If this purchase is denied, APD will no longer have the software license to integrate with it RMS.**
- Is there a way to retrofit another brand? What is this estimated associated cost? **No, because no other software has the same features.**
- What specialized training or certifications are necessary to maintain or repair the

- ☐ Prices are the same or similar to current City contract.

Notes: At a minimum, note the City of Austin contract number and title.

- ☐ Prices are the same or similar to current contract with another government.

Notes: At a minimum, note the contract number, title and government that created the contract.

- ☐ Prices are on a current and publicly available list price, for the same or similar products, available to all government and commercial customers.

Notes: At a minimum, note the list price title, source of the list price (catalog and catalog publish date or web address and download date).

- ☐ Prices are established by law or regulation.

Notes: At a minimum, note the legal or regulatory reference that established the prices.

- ☒ Other means of determining Price Reasonableness.

Notes: APD is unable to evaluate other products as there is no viable equal that has the capabilities to interface with APD's current records management software.

* The questions in the form are designed to justify why this purchase should be exempt from a competitive procurement process. Failure to provide adequate documentation to substantiate the request may lead to the request being rejected.

LexisNexis® Coplogic's Desk Officer Reporting System is the only reporting system that interfaces with Versaterm's RMS, Versadex, which is used by APD. LexisNexis® Coplogic is the developer and owner of the online reporting system for police departments that provides data to a specified database structure that uses J2EE standard. There is currently no other program available that has the features, abilities, or security of LexisNexis® Coplogic's Desk Officer Reporting System.

LexisNexis® Coplogic was awarded the current contract, NS170000054, as a sole source award. There are no other vendors or resellers available. No other off-the-shelf citizen online police reporting systems exist that interface with every RMS. APD is unable to evaluate other products as there is no viable equal that has the capabilities to interface with APD's current records management software.

3. Forward the completed and signed Certificate of Exemption to the Purchasing Office along with the following documentation:

- ☐ Scope of Work or Statement of Work or Vendor Proposal
- ☒ Vendor's Quote
- ☐ Project timeline with associated tasks, schedule of deliverables or milestones, and proposed payment schedule
- ☒ Vendor's or Manufacturer's (if vendor is a sole authorized distributor) sole source letter: less than 6 months old, signed by an authorized representative, and on company letterhead, should clearly state they are the sole provider and explain why

4. Based on the above facts and supporting documentation, the City of Austin has deemed this procurement to be exempt from competitive procurement requirements pursuant to Texas Local Government Code section 252.022(7) and will contract with:

(Vendor Name): _____ for

(Description of Procurement): _____

5. Check the contract type (one-time or multi-term) and fill in the dollar amount and term as applicable:

- ☐ This is a one-time request for \$ _____
- ☒ This is a multi-term contract request for twelve (12) (# months for base term) in the amount of \$9,302.83 with four (4) (# of renewal options) for \$9,581.91, \$9,869.37, \$10,165.45 and \$10,470.41 for each respective year for a total contract amount of \$49,389.97.

Recommended

 1/8/2020

Purchasing Office
Review

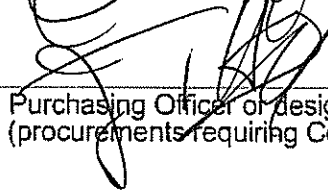
Assistant City Manager / General Manager
(procurements requiring Council approval)

Date


Authorized Purchasing Office Staff

Date

Purchasing Office
Management Review


Purchasing Officer or designee
(procurements requiring Council approval)

Date

Renewal Quote

LexisNexis® Risk Solutions

1000 Alderman Drive
Alpharetta, GA 30005



LexisNexis®

November 25, 2019

Quote No.: 20191125 Austin TX

Term	Description	Price	Amount
1-Year	<u>LexisNexis® Desk Officer Reporting System Annual Fee for period of June 1, 2020 to May 31, 2021</u> <ul style="list-style-type: none">• Unlimited users, incident types, and report intake• Unlimited customer support (phone and e-mail)• Unlimited maintenance including every update and upgrade released• Hosting in the LexisNexis® Secure Hosting Environment		\$ 9,302.83
Year 2	<u>LexisNexis® Desk Officer Reporting System Annual Fee June 1, 2021 to May 31, 2022</u>		\$ 9,581.91
Year 3	<u>LexisNexis® Desk Officer Reporting System Annual Fee June 1, 2022 to May 31, 2023</u>		\$ 9,869.37
Year 4	<u>LexisNexis® Desk Officer Reporting System Annual Fee June 1, 2023 to May 31, 2024</u>		\$ 10,165.45
Year 5	<u>LexisNexis® Desk Officer Reporting System Annual Fee June 1, 2024 to May 31, 2025</u>		\$ 10,470.41
Quote Subtotal			\$ 49,389.97
Sales Tax			As Applicable

Contact your account manager if you have questions about this quote and to learn how LexisNexis® can help off-set the cost of the LexisNexis® Desk Officer Reporting System:

Anthony Gonzales
anthony.gonzales@lexisnexisrisk.com

Signature to Acknowledge Receipt of Quote: _____ Date: _____

Pricing is guaranteed for 90 days from date this quote was issued

THANK YOU FOR YOUR BUSINESS!