## FILED

MAR 2 9 2024

JEANNIE GOFF

BILL NO.: 24-0332

**ORDINANCE NO.: 24-**

INTRODUCED BY: COUNCIL MEMBER (s) 6 we take

1 AN ORDINANCE TO UTILIZE THE STATE OF MISSOURI CONTRACT PRICING UNDER THE STATE OF MISSOURI OFFICE OF ADMINISTRATION 2 3 CONTRACT CT190285001 WITH LEXISNEXIS RISK SOLUTIONS FL, INC. FOR ACCURINT TRAX SUITE, AND TO AUTHORIZE THE EXECUTION OF A 4 PURCHASE FOR THE DEPARTMENT OF THE SHERIFF AND DEPARTMENT 5 **OF INFORMATION TECHNOLOGY.** 6 7 WHEREAS, Jefferson County, Missouri, (hereafter, the "County") through the 8 Department of the Sheriff and Department desires to purchase the Accurint TraX Suite 9 under the State of Missouri LexisNexis Accurint Legal Research Products Contract CT190285001 from LexisNexis Risk Solutions FL, Inc. for the following terms and 10 11 conditions as authorized by the County: 12 **BID NAME** 13 LexisNexis Accurint Legal Research Products 14 Contract CT190285001 15 WHEREAS, the Department of the Sheriff desires to utilize the State of Missouri 16 contract pricing pursuant to the LexisNexis Accurint Legal Research Products contract 17 CT190285001 for the purchase of the Accurint Trax Suite from LexisNexis Risk Solutions FL, Inc; and 18

WHEREAS, the Department of the Sheriff in agreement with LexisNexis Risk
Solutions FL, Inc., will utilize the pricing for the Accurint TraX Suite computer forensic
software under the State of Missouri contract pricing in the LexisNexis Accurint Legal
Research Products contract CT190285001 of Accurint TraX Suite with LexisNexis Risk
Solutions FL, Inc. for a total not to exceed \$11,576.25, subject to budgetary limitations;
and

7 WHEREAS, after reviewing the bids and proposals set forth above, the County has 8 determined that certain bids and proposals represent the lowest and best bid for the 9 respective items or services and met the bid or proposal specifications issued by State of 10 Missouri, LexisNexis Accurint Legal Research Products contract CT190285001 with 11 LexisNexis Risk Solutions FL, Inc.; and

WHEREAS, the Jefferson County, Missouri, Council finds it is in the best interests of the County to award the bids and proposals to the vendor participant, LexisNexis Risk Solutions FL, Inc., for the purchase of Accurint TraX Suite for the Department of the Sheriff for a term from date of approval through completion of purchase, for a total not to exceed \$11,576.25 subject to budgetary limitations.

#### 17 NOW, THEREFORE, BE IT ENACTED BY THE JEFFERSON COUNTY,

#### 18 MISSOURI, COUNCIL, AS FOLLOWS:

<u>Section 1</u>. The County awards the following bids and proposals which are
incorporated by this reference as if fully set out herein, to all the vendors bidding for each
respective item or service as follows:

22

#### **BID NAME**

Page 2 of 5

1	LexisNexis Accurint Legal Research Products		
2	Contract CT190285001		
3	TERM		
4	Date of approval to completion of purchase		
5	AMOUNT		
6	For the total amount, up to \$11,576.25		
7	and subject to budgetary limitations		
8	AWARDED BIDDER		
9	LexisNexis Risk Solutions FL, Inc.		
10	Section 2. The Jefferson County, Missouri, Council hereby authorizes the		
11	County Executive to execute any agreements or contracts necessary to effectuate the award		
12	of the bids and proposals set forth in this Ordinance. The County Executive is further		
13	authorized to take any and all actions necessary to carry out the intent of this Ordinance.		
14	Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses		
15	thereto, and any contracts or agreements shall be maintained by the Department of the		
16	County Clerk consistent with the rules and procedures for the maintenance and retention		
17	of records as promulgated by the Secretary of State.		
18	Section 4. This Ordinance shall be in full force and effect from and after its		
19	date of approval. If any part of this Ordinance is invalid for any reason, such invalidity		
20	shall not affect the remainder of this Ordinance		

#### THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:

Council Member District 1, Brian Haskins Council Member District 2, Gene F. Barbagallo Council Member District 3, Lori Arons Council Member District 4, Charles Groeteke Council Member District 5, Scott Seek Council Member District 6, Daniel Stallman Council Member District 7, Bob Tullock

THE ABOVE BILL ON THIS <u>25</u> DAY OF March . 2024:

PASSED FAILED N

Charles Groeteke, County Council Chair

Cherlynn Boyer, Council Executive Assistant

THIS BILL WAS \_\_\_\_\_ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS <u>AQ</u> DAY OF <u>March</u>, 2024.

THIS BILL WAS VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS \_\_\_\_\_ DAY OF , 2024.

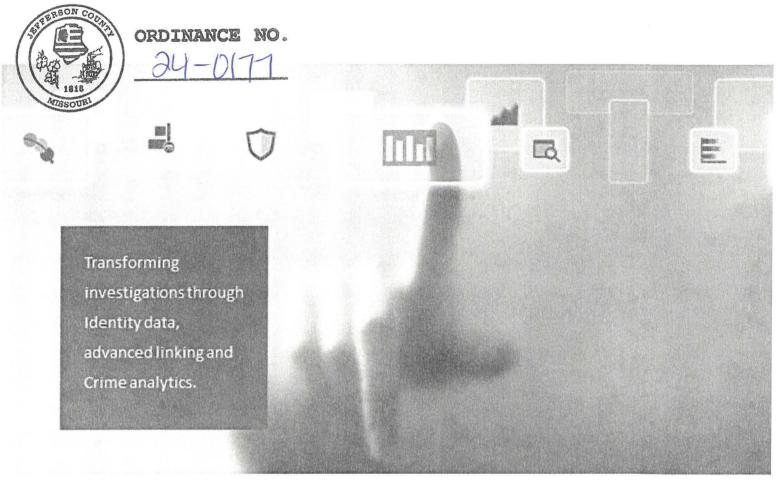
MM

Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

Jeannie Goff, County Clerk BY: <u>Ahelley Blankenship</u>

First Reading: 03-25-2024



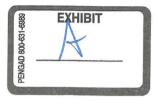
## LexisNexis Solutions- Accurint TraX

Submitted by: Joe Houston Strategic Account Manager LexisNexis Risk Solutions Mobile: 636.438.8746 Customer Service: 866.277.8407 joe.houston@lexisnexisrisk.com



This proposal includes data that shall not be disclosed outside your agency or any other department necessary to process an order, and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of, or in connection with, the submission of this data, the Division shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. The entire proposal shall be subject to the restrictions contained herein. In addition, this data is exempt from disclosure pursuant to the Freedom of Information Act, 5 U.S.C. 522(b)(3) and (4). LexisNexis and the Knowledge Burst logo are registered trademarks of Reed Elsevier Properties Inc., used under license. © 2015 LexisNexis. All rights reserved.





Corporal Shane Frazier Jefferson County Sheriff's Office P.O. Box 100 Hillsboro, MO 63050

LexisNexis TraX

February 26, 2024

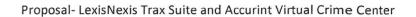
Corporal Frazier,

Thank you for your interest in our investigative geolocation solution, Accurint TraX, for your agency. LexisNexis is proud to offer the Accurint TraX suite of solutions and services as part of our commitment to provide Law Enforcement industry leading investigative solutions.

I look forward to the opportunity to work with you and introduce these robust solutions to your Jefferson County Sheriff's Office.

Sincerely,

Joe Houston Strategic Account Manager





## **Accurint TraX Suite**

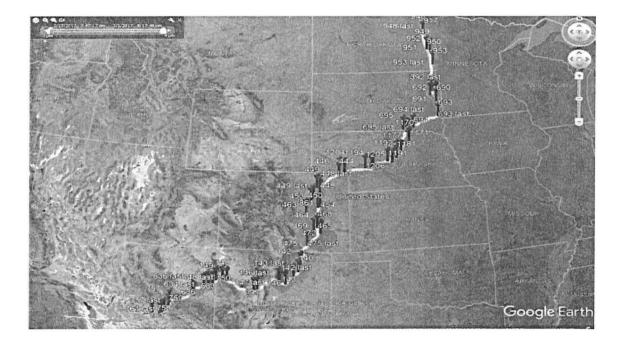
The TraX Suite provides analytical solutions and services for Law Enforcement use cases in criminal investigations.

Accurint TraX Solution is a cloud-based analytic solution that marries mobile phone records from cellular providers with location and cell tower data to generate insights and visual evidence. Combined with the Accurint Virtual Crime Center, Accurint TraX gives you the ability to associate public records data seamlessly with mobile device records. Viper is a Cloud-based virtual pen register that provides a live feed of cellular geolocation data

to surveil potential suspects.

**Certified training:** Courses to accredit/train on using geolocation data in criminal investigations and present evidence in court using TraX.

**Certified Services:** Professional subject matter experts, provide real-time services to ingest records, prepare geolocation mapping, and prepare for court presentations.





#### Trax

•Unlimited Use & Authorized Users of the TraX Suite to include

TraX: Mapping tools that visualizes location data

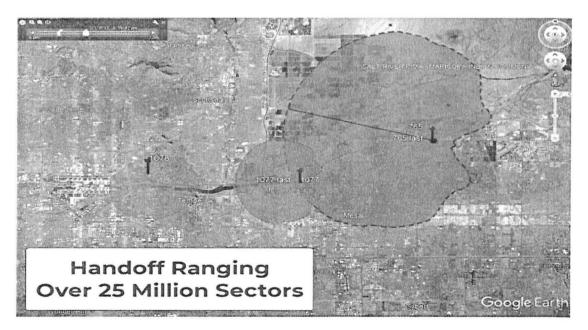
LinX: The analytical tools that visualizes the patterns and connections

LIVE: Real Time cell phone ping mapping

•Authorized User means employees directly employed with the requesting agency listed above as sworn law enforcement officers, crime analysts or dispatchers, unless agreed upon otherwise by LexisNexis

• CJIS Compliant, Cloud Based platform: (as defined by the US Department of Justice CJISD-ITS-DOC- 081040-5.6, which can be found at - https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center)

- Customized Warrants
- Ongoing 24-hour support
- CDR investigative assistance (does not include full case review and consulting)
- Tower dump assistance
- Custom agency search warrants prepared per provider
- TraX mapping analytics expert testimony (does not include travel and per diem)
- All files belong to the agency upon upload into TraX
- Court Presentation Assistance
- Access to bulk phone number look up
- Third party geo-location mapping (Pen Link, JSI, Cellebrite, Coverttrack, and more)
- Complimentary weekly and monthly Trax webinars





#### VIPER: Virtual Pen Register

- Viper is a 100% Cloud Based Solution that requires no end-user hardware. The system can be accessed from any computer or tablet with an internet connection.
- No Hardware Requirements: ZetX maintains all the required VPNs to the cellular carriers. No need for provisioning or setting up VPN connections to the carriers.
- Viper is a CJIS Compliant, FedRAMP Certified cloud solution. Our security is second to none. Viper can be deployed all the way up to a TS environment when required.
- Google Earth Compatible: All Viper data can be viewed and updated in real-time in Google Earth. Viper utilizes a network link to update data every 10 seconds. All Google Earth files are sharable.
- Combine Historical & Real-Time Data: Viper can integrate historical CDRs, real-time ping data, and pen register data in one interface. Maximize your data.
- FIPS 140-2 SECURE: The FIPS 140-2 standard is an information technology security approval program for cryptographic modules produced by private sector vendors who seek to have their products certified for use in government departments and regulated industries that collect, store, transfer, share and disseminate sensitive but unclassified (SBU) information.
  SPAAT\* = Simultaneous Pens at a Time |Unlimited





## **Accurint Virtual Crime Center**

#### **Accurint Virtual Crime Center**

AVCC is a ground-breaking product for U.S. law enforcement agencies. In AVCC, LN Risk takes our industry-leading linking technology, known as LexID<sup>®</sup>, and applies it to people, businesses, vehicles, and phones from law enforcement data. The LexID linking technology will automatically link people found in Record Management System data, Call for Service data, License Plate Reader data, Offender databases, and many other databases found in law enforcement agencies.

Prevent worry about missing key data in an investigation. AVCC allows your analysts and investigators to get all the key information in one place with one search. Users of AVCC will be able to quickly see connections through maps and link analysis. Connections will be made in just a "click" that previously took hours, days, or even months. Access to both law enforcement data and public record data from one search and one visual interface will be available to AVCC agencies.

AVCC also allows for keyword searching on narratives and unstructured Public Safety data. Furthermore, the solution allows investigators to search for names, addresses, phones, and vehicles on all the data from a single search. AVCC has the full suite of products in one login/solution that can be used for COMPSTAT, Analytics, Crime Analysis, and Investigations. This solution links billions of public records to agency-provided data in a cross-jurisdictional data exchange to provide law enforcement with unprecedented visibility into crime in their own jurisdiction and around the country. Linking across data types delivers a more comprehensive view into an identity, helping law enforcement to target investigations, identify patterns and predict upcoming events, and deploy resources more efficiently.

- Search both public records and law enforcement records
- Automated mapping and link analysis
- Jail Booking data from across the nation
- Unlimited users and usage





### **Investigative Training and Services**

#### Training Included 40 Hour Investigative Training Course:

40 Hour Training: Provides knowledge of cellular technologies with hands on workshops giving students the ability to build complex court room presentations with big data visualization. This course provides strategic training to Detectives and Analysts to understand the landscape of geospatial investigative practices.

#### Services:

Services are rendered by our cadre of Subject Matter Experts specific to your needs. From case assistance, investigative support, fugitive tracking & apprehension efforts, peer reviews, to court assistance, the services provided by LexisNexis Geolocation Investigation Team is unmatched anywhere in the industry. Our Subject Matter Experts will work hand in hand with your staff to help develop best practices, ensure the availability of complete investigative data sets, assist with data interpretation and validation, demonstrate how to build easy to understand yet dynamic case presentations, and provide unique insight and experience to ensure court admissibility and Subject Matter Expert based testimony.



## **Pricing: Unlimited Users and Usage**

Accurint TraX: Mapping tools that visualize historical location data	\$11,576.25 Annually
Linx: Analytical tools that visualize the patterns and connections	included
Live: Real time cell phone pings	included
Unimited Use and Users	included

Annual increase is 5% for all solutions

Quote valid for 60 days



STATE OF MISSOURI OFFICE OF ADMINISTRATION DIVISION OF PURCHASING

NOTIFICATION OF STATEWIDE CONTRACT

January 17, 2024

#### CONTRACT TITLE: LEXISNEXIS ACCURINT LEGAL RESEARCH PRODUCTS

#### CURRENT CONTRACT PERIOD: January 17, 2023 through April 16, 2024

**BUYER INFORMATION:** 

NameMolly HurtPhone(573) 751-8900Email addressmolly.hurt@oa.mo.gov

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	January 17, 2019 through January 16, 2020	January 16, 2024

#### ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY.** PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

#### THE USE OF THIS CONTRACT IS NOT MANDATORY.

This contract has been established for the convenience of state agencies. Local Purchase Authority may be used to purchase supplies/services included in this contract from an alternative source at the discretion of the agency.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/ WBE	COOP PROCU RE- MENT
CT190285001	MB00024727	LexisNexis Risk Solutions FL, Inc. 1000 Alderman Drive Alpharetta, GA 300005 Account Representative: Gaurang Dave 202-378-1018 gaurang.dave@LNSSI.com	No	Yes

#### STATEWIDE CONTRACT HISTORY

# The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
1/17/2024 - 04/16/2024	01/17/2024	Contract Extension for 3 months. lw
1/17/23-1/16/24	2/24/23	Update Buyer information
1/17/2022 - 1/16/2023	11/9/2021	3 <sup>rd</sup> Renewal Option Exercised. Pricing remains the same
1/17/2021 - 1/16/2022		2 <sup>nd</sup> Renewal Option Exercised
1/17/2020 - 1/16/2021	2/13/2020	1 <sup>st</sup> Renewal Option Exercised
1/17/2019 – 1/16/2020	1/16/19	Initial issuance of new statewide contract.

#### **GENERAL CONTRACT INFORMATION**

- 1. **Purpose:** Various Missouri state agencies throughout the State of Missouri, also referred to herein as the "agency," or "state agency," may require LexisNexis Risk Solutions Accurint products/services for uses including but not limited to expedited identification of people and their assets, addresses, relatives, business associates. Uses for Accurint include but are not limited to fraud detection and verification of identity. This agreement shall serve the purpose of establishing procurement authority to allow Missouri state agencies to acquire Accurint research products/services in accordance with the requirements, provisions, and pricing stated herein.
  - a. The resulting contract shall be construed as a non-exclusive agreement. The State of Missouri reserves the right to secure identical and/or similar products/services from other sources at any time in conjunction with or in replacement of the products/services acquired hereunder.
  - b. The contracting authority for the State of Missouri shall be the Office of Administration, Division of Purchasing (Purchasing). Purchasing shall establish and administrate the contract for use by the State of Missouri. The point of contact for any contract questions/issues shall be the Division of Purchasing.
  - c. The contract shall provide authority to Missouri state agencies to issue a "contract release" (i.e. purchase order) to the contractor for on-line legal research subscriptions. The point of contact for any state agency related questions shall be the state agency. Conversely, the state agency will contact the contractor with any subscription, functionality, and support questions.

#### 2. Contract:

The contract consists of: (1) the State of Missouri SFST30034901900285 document, (2) the contractor's response to the SFS (pricing pages and product descriptions) and (3) the Division of Purchasing's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the SFS shall be incorporated into the contract by reference.

#### 3. Contract Period/Renewal:

The original contract period shall be Date of Award through One (1) Year. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event the Division of Purchasing exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, and pricing shall not increase by more than 2% over the previous year's pricing.

#### 4. Contract Price:

All prices shall be as stated in Exhibit A – Pricing Pages. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

#### 5. Payments and Invoicing:

The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at https://MissouriBUYS.mo.gov. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.

The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx.

6. **Termination of Contract:** The Division of Purchasing reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments

prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Purchasing, become the property of the State of Missouri. Contractor shall retain all right, title, and interest with respect to all of its intellectual property and technology, including any and all LexisNexis data derived from its public records database regardless of whether such information or technology is embodied in any materials provided to Customer in performance of this Contract. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

**Termination of Subscription Term:** Any subscription term shall automatically terminate with the termination and/or expiration of the contract in its entirety (i.e. when the contract ceases to be valid and/or there is no availability or desire by the state to renew the contract).

7. Cooperative Procurement Program: The contractor shall provide Accurint product/services described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <u>http://www.moga.mo.gov/statutes/c000-099/0670000360.htm</u>.) The contractor shall further understand and agree that participation by other Missouri governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

#### CONTINUED ON NEXT PAGE

#### SUBSCRIPTION AND SUPPORT REQUIREMENTS:

#### **General Requirements:**

- The contractor shall provide Accurint products/services via subscription services for various agencies of the State of Missouri that meet and/or exceed the requirements described herein.
- The contractor shall provide all products and/or services on an as needed, if needed basis. It shall be at the sole discretion of the ordering agency as to which subscription service the agency subscribes to.
- The State of Missouri shall not guarantee any minimum or maximum amount of the contractor's products/services that may be required under the contract.

#### Subscription Plans: Accurint Products/Services

- LexisNexis shall provide access to the Accurint products/services listed in Exhibit A Pricing Pages in accordance with the requirements, provisions, terms, and conditions in SFST30034901700194. It shall be at the state agencies sole discretion as to which option(s) they select.
  - All products included in SFST30034901900285 must be products available solely from LexisNexis Risk Solutions.
- As new subscription options become available or if a customized subscription plan is needed in order to meet a particular state agency's need, the State of Missouri reserves the right to add such subscription plans to this contract via a formal contract amendment in accordance with the requirements and provisions stated herein.
- When LexisNexis products ordered by state agencies include information contained in the Limited Access Death Master File (DMF) referenced in Attachment 7 - Addendum for Limited Access to DMF Data – Government, LexisNexis will require the state agency accept the terms in Attachment 7 prior to providing access to those products.
  - Attachment 7A and Attachment 7B include requirements related to LexisNexis' obligations as a licensee of the National Technical Information Service's (NTIS) Limited Access Death Master File (DMF). Users of Missouri SFST30034901900285 shall not be required to complete or sign Attachment 7A or Attachment 7B and shall not be obligated to pay any license or subscription fees identified in Attachment 7A or Attachment 7B; however, all other terms, conditions, and provisions of Attachment 7A and Attachment 7B shall be applicable to users of Missouri SFST30034901900285 who utilize LexisNexis products which include data from the DMF.
  - Attachment 7C includes mandatory requirements related to the Death Master File. Terms, conditions, and provisions of Attachment 7C shall be applicable to users of Missouri SFST30034901900285 who utilize LexisNexis products which include data from the DMF

#### Accessibility/Support Services Requirements:

- The Accurint products/services shall be accessible by end users twenty four (24) hours a day, seven (7) days a week, including holidays. The state understands that there will be reasonable periods of scheduled downtime for routine maintenance services. The solution shall permit multiple users to access the solution simultaneously.
  - The contractor shall provide business and technical service support throughout the life of the contract. Such support will include technical help desk support and project management support.

The contractor shall provide technical support services in accordance with its current Support Policies.

The on-line research services must include an online help mechanism in order to aid end users in using various proposed databases and services.

The on-line research services must be capable of being accessed from a variety of computer PC's.

- The on-line services/software must be compatible and operate with Microsoft Office 97 components and higher and the PC component must be capable of processing on NT, Windows 95/98, Windows 2000, Windows XP, and higher.
- The contractor shall provide a toll-free help desk telephone service that is available from 8:00 a.m. through 8:00 p.m. Eastern Time, five days a week (Monday through Friday).
- The contractor must provide 24 hours per day, 7 days per week electronic support. Electronic support includes the ability to report problems to the vendor on-line, the ability to browse a database containing problems and technical questions, and the ability to order fixes electronically.
- The contractor's on-line services must include warning or notification screens that shall notify the user when they are entering into a database area which is not part of their subscription thus notifying them that additional charges may apply if they proceed. The contractor's system must allow users to exit from such areas without incurring additional costs when services are not used.

The contractor must provide all training necessary to operate the on-line system, if requested by the agency.

The contractor's training must be provided on-site at a location provided by the ordering state agency.

The contractor should send prior notices via email to end users notifying them of any scheduled downtime of the on-line system.

#### **Other Requirements:**

Single Point of Contact: The contractor must function as the single point of contact for the state agency, regardless of any subcontract arrangements for all products and services.

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

**County** Auditor

