



# Contract Award Notification Update

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## Subject: Contract Award Extension

**DATE:** October 27, 2016                      **AWARD #:** [NEG-02516](#)                      **GROUP #:** 79131

**AWARD DESCRIPTION:** Electronic On-Line Database

**CONTRACT PERIOD:** October 31, 2003 – March 31, 2017

**CONTACT:** Dana Ferris | 518-474-3166 | [dana.ferris@ogs.ny.gov](mailto:dana.ferris@ogs.ny.gov)

**CONTRACT NO.:** PS60624                      **CONTRACTOR:** West Publishing

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### ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

The above referenced contract for West Publishing has been extended until **March 31, 2017** or until a new contract is awarded, whichever occurs first.

All other terms and conditions remain the same.



# Contract Award Notification Update

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## Subject: Contract Lapse

**DATE:** August 28, 2015      **AWARD #:** [NEG-02516](#)      **GROUP #:** 79131

**AWARD DESCRIPTION:** Electronic On-Line Database

**CONTRACT PERIOD:** October 31, 2003 – September 30, 2015

**CONTACT:** Debra Kruszona | 518-402-3021 | [debra.kruszona@ogs.ny.gov](mailto:debra.kruszona@ogs.ny.gov)

**CONTRACT NO.:** PS60624      **CONTRACTOR:** West Publishing

The above referenced contract for West Publishing is expiring on **September 30, 2015**.

**Authorized users are encouraged to plan accordingly.**

**Contractors must honor all purchase orders issued prior to the contract expiration date.**

Please refer to the following as outlined in the base contract.

Appendix B - Clause 44 "Purchase Orders"

*"Unless otherwise authorized in writing by the Commissioner, no Products are to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Authorized User. Unless terminated or canceled pursuant to the authority vested in the Commissioner, Purchase Orders shall be effective and binding upon the Contractor when placed in the mail or electronically transmitted prior to the termination of the Contract period, addressed to the Contractor at the address for receipt of orders set forth in the Contract or the Contract Award Notification."*

In the event a new contract is awarded, a Purchasing Memorandum will be issued notifying Authorized users of the new contract award/specifications.

All other terms and conditions remain the same.





Office of General Services  
New York State Procurement (NYSPRO)  
Corning Tower, 38<sup>th</sup> Floor  
Empire State Plaza  
Albany, New York 12242  
<http://nyspro.ogs.ny.gov>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [NEG-02516](#)  
(Access link for complete contract information)

**DATE:** October 20, 2014

**GROUP:** 79131 – Electronic On-Line Database

**PLEASE ADDRESS INQUIRIES TO:**  
**STATE AGENCIES & CONTRACTORS**  
Dana Ferris  
Contract Management Specialist  
Phone: (518) 474-3166  
Email: [dana.ferris@ogs.ny.gov](mailto:dana.ferris@ogs.ny.gov)

**CONTRACT PERIOD:** October 31, 2003 -  
October 30, 2014

**OTHER AUTHORIZED USERS**  
Customer Services  
Phone: (518) 474-6717  
Email: [customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)

**CONTRACTOR:** West Publishing  
**CONTRACT NO.:** PS60624

**SUBJECT:** Contract Lapse Notification

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

NYSPRO is in the process of a contract extension for the above named contract. Please be advised there may be a lapse in contract coverage while this extension is being processed. Authorized Users are encouraged to plan accordingly.

In the event of a lapse, the base contract provides for the following:

Clause 1 “Scope /Term”,

*“Upon termination of the Contract, all rights and obligations set forth herein shall survive in accordance with their terms as to procurements made or individual licenses granted to Authorized Users prior to such termination.”*

Office of General Services  
NYS Procurement  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.ny.gov>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [NEG - 02516](#)

**DATE:** December 3, 2013

**GROUP:** 79131 – Electronic On-Line Database

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

James Patrick, CPPB  
Contract Management Specialist 1  
(518) 408-1026  
[PS\\_CM\\_ITServices@ogs.ny.gov](mailto:PS_CM_ITServices@ogs.ny.gov)

**CONTRACT PERIOD:** 10/31/2003 - 10/30/2014

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)

**CONTRACTOR/** West Publishing  
**CONTRACT NO.:** PS60624

**SUBJECT:** West Publishing (formerly West Government Services) – Contract Extension

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

The above mentioned contract has been extended until 10/30/2014 or unless a new contract is awarded whichever occurs sooner.

All other terms and conditions remain the same.

Office of General Services  
NYS Procurement  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.ny.gov>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [NEG - 02516](#)

**DATE:** July 19, 2013

**GROUP:** 79131 – Electronic On-Line Database

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

James Patrick, CPPB  
Contract Management Specialist 1  
(518) 408-1026  
[PS\\_CM\\_ITServices@ogs.ny.gov](mailto:PS_CM_ITServices@ogs.ny.gov)

**CONTRACT PERIOD:** 10/31/2003 - 10/30/2013

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)

**CONTRACTOR/** West Government Services  
**CONTRACT NO.:** PS60624

**SUBJECT:** West Government Services– addition of West Law Products

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

West Government has added the West Law products Plans 2A through 2D formerly from the expired West Group contract PS59604

**All other terms and conditions remain the same.**

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.ny.gov>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [NEG-02516](#)

**DATE:** July 14, 2011

**GROUP:** 79131 – Electronic On-Line Databases

**PLEASE ADDRESS INQUIRIES TO:**  
**STATE AGENCIES & CONTRACTORS**

Cheri McCullough  
Purchasing Officer  
(518) 474-0212  
[Cheri.mccullough@ogs.ny.gov](mailto:Cheri.mccullough@ogs.ny.gov)

**CONTRACT PERIOD:**

October 31, 2003 – October 30, 2013

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)

**CONTRACTOR (S):** West Government Services LLC

**CONTRACT NO. (S):** PS60624

**SUBJECT:** Updated Contract Price List

**TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

Please note the above mentioned contractor has updated their NYS price list. West has added several features to the CLEAR product line.

- Delaware Corporate Gateway Detail V.1 and Search V.1
- Contact Report V.1
- Add Relatives, Associates, and/or Neighbors to Contact Report V.1
- NPI Search V.1
- Sanctions Search V.1
- Provider Comprehensive Report V.1

The updated price list can be found at <http://www.ogs.ny.gov/purchase/prices/7913102516prices.pdf> or can be obtained from the contractor.

**All other terms and conditions remain the same.**

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [NEG-02516](#)

**DATE:** February 4, 2011

**GROUP:** 79131 – Electronic On-Line Databases

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Cheri McCullough  
Purchasing Officer  
(518) 474-0212  
[Cheri.mccullough@ogs.state.ny.us](mailto:Cheri.mccullough@ogs.state.ny.us)

**CONTRACT PERIOD:**

October 31, 2003 – October 30, 2013

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR (S):** West Government Services LLC

**CONTRACT NO. (S):** PS60624

**SUBJECT:** Updated Contract Price List

**TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

Please note the above mentioned contractor has updated their NYS price list. New products have been added and deleted from the price list. CLEAR, an online public records searching and reporting product for government investigative work will be the only product on the contract. The updated price list can be found at <http://www.ogs.state.ny.us/purchase/prices/7913102516prices.pdf> or can be obtained from the contractor.

**All other terms and conditions remain the same.**

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [02516](#)

**DATE:** September 28, 2009

**GROUP:** 79131 - Electronic On-Line Database  
Access Systems

**PLEASE ADDRESS INQUIRIES TO:  
STATE AGENCIES & CONTRACTORS**

Cheri McCullough  
Purchasing Officer  
(518) 474-0212  
[Cheri.mccullough@ogs.state.ny.us](mailto:Cheri.mccullough@ogs.state.ny.us)

**CONTRACT PERIOD:**  
October 31, 2003 – October 30, 2013

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR(S)/** West Government Services LLC  
(formerly ChoicePoint Government Services LLC)

**CONTRACT NO.(S):** PS60624

**SUBJECT:** Federal ID Change

**TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

Please note that the above mentioned contract has had a Federal ID change. West Government Services LLC is a division of West Publishing Corporation; therefore the Federal ID has changed to 41-1426973.

All other terms and conditions remain the same.

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [NEG-02516](#)

**DATE:** February 12, 2009

**GROUP:** 79131 – Electronic On-Line Databases

**PLEASE ADDRESS INQUIRIES TO:**  
**STATE AGENCIES & CONTRACTORS**

Cheri McCullough  
Purchasing Officer  
(518) 474-0212  
[Cheri.mccullough@ogs.state.ny.us](mailto:Cheri.mccullough@ogs.state.ny.us)

**CONTRACT PERIOD:**

October 31, 2003 – October 30, 2013

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR (S):** West Government Services LLC (formerly Choice Point)

**CONTRACT NO. (S):** PS60624

**SUBJECT:** Update Contract Price List

**TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

Please note the above mentioned contractor has updated their NYS price list. New products have been added, including CLEAR (Consolidated Lead Evaluation and Reporting). The updated price list can be found at <http://www.ogs.state.ny.us/purchase/prices/7913102516prices.pdf> or can be obtained from the contractor.

**All other terms and conditions remain the same.**

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [02516](#)

**DATE:** December 23, 2008

**GROUP:** 79131 - Electronic On-Line Database  
Access Systems

**PLEASE ADDRESS INQUIRIES TO:  
STATE AGENCIES & CONTRACTORS**

Cheri McCullough  
Purchasing Officer  
(518) 474-0212  
[Cheri.mccullough@ogs.state.ny.us](mailto:Cheri.mccullough@ogs.state.ny.us)

**CONTRACT PERIOD:**  
October 31, 2003 – October 30, 2013

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR(S)/** West Government Services LLC  
(formerly ChoicePoint Government Services LLC)

**CONTRACT NO.(S):** PS60624

**SUBJECT:** Company Name Change

**TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

Please note that the above mentioned contract has had a company name change. ChoicePoint Government Services LLC is now called West Government Services LLC. The Federal Identification Number remains the same. Contact information is as follows:

Mary Brinkley  
Government Sr. Contract Manager  
West Government Services  
1410 Spring Hill Road, Suite 450  
McLean, VA 22102  
O 703-219-2537  
M 571-265-1574  
F 703-219-2538  
[mary.brinkley@thomsomreuters.com](mailto:mary.brinkley@thomsomreuters.com)

All other terms and conditions remain the same.

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [02516](#)

**DATE:** December 22, 2008

**GROUP:** 79131 - Electronic On-Line Database  
Access Systems

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Cheri McCullough  
Purchasing Officer  
(518) 474-0212  
[Cheri.mccullough@ogs.state.ny.us](mailto:Cheri.mccullough@ogs.state.ny.us)

**CONTRACT PERIOD:**  
October 31, 2003 – October 30, 2013

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR(S)/** ChoicePoint Government  
Services LLC

**CONTRACT NO.(S):** PS60624

**SUBJECT:** Contract Extension

**TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

Please note the above mentioned contract has been extended for an additional five years. The new expiration date for this contract is **October 30, 2013**.

**All other terms and conditions remain the same.**

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## **PURCHASING MEMORANDUM**

### **CONTRACT AWARD NOTIFICATION UPDATE**

**AWARD NUMBER:** [02516](#)

**DATE:** September 26, 2008

**GROUP:** 79131 - Electronic On-line Database  
Access

**PLEASE ADDRESS INQUIRIES TO:**  
**STATE AGENCIES & CONTRACTORS**

Cheri McCullough  
Purchasing Officer  
(518) 474-0212  
[cheri.mccullough@ogs.state.ny.us](mailto:cheri.mccullough@ogs.state.ny.us)

**CONTRACT PERIOD:**  
October 31, 2003 – October 30, 2008

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR:** ChoicePoint Business & Gov't  
Services

**CONTRACT NO.:** PS60624

**SUBJECT:** 79131 – ChoicePoint –Potential Lapse In Contract Coverage

**TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

The subject contract is scheduled to expire on October 30, 2008. A renewal of the contract for an additional five year period is currently being processed. Pending necessary approvals there may be a lapse of contract coverage.

When approved, notification of renewal of the contract will be posted on the OGS web site and published via the Purchasers Notification System.

All Authorized Users are advised to plan accordingly.

**All other terms and conditions remain the same.**

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [NEG-02516](#)

**DATE:** August 4, 2006

**GROUP:** 79131 - Electronic On-Line Databases

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Cheri McCullough

Purchasing Officer

(518) 474-0212

[cheri.mccullough@ogs.state.ny.us](mailto:cheri.mccullough@ogs.state.ny.us)

**CONTRACT PERIOD:**

October 31, 2003 - October 30, 2008

**OTHER AUTHORIZED USERS**

Customer Services

(518) 474-6717

[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR(S)/ Choice Point Business & Government Services Inc. (CPBG)**

**CONTRACT NO(S): PS60624**

**SUBJECT:** ChoicePoint – Contract Administrator Change

**TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

Effective August 4, 2006 the Contract Administrator for this contract will be:

Cheri McCullough

Purchasing Officer

Procurement Services

N.Y.S Office of General Services

Empire State Plaza

Corning Tower Building, 38<sup>th</sup> floor

Albany, N.Y. 12242

All other terms and conditions remain the same.

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [NEG-02516](#)

**DATE:** April 10, 2006

**GROUP:** 79131 - Electronic On-Line Databases

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Kathy McAuley  
Purchasing Officer I  
(518) 486-6812  
[kathy.mcauley@ogs.state.ny.us](mailto:kathy.mcauley@ogs.state.ny.us)

**CONTRACT PERIOD:**

October 31, 2003 - October 30, 2008

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR/** Choice Point Business & Government Services Inc. (CPBG)  
**CONTRACT NO:** PS60624

**SUBJECT:** ChoicePoint – Contact Information Change

**TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

**Effective April 10, 2006, the Contact Information for this contract will be:**

Jennifer LW Vowels  
Contracts Division Manager  
Choice Point Business & Government Services Inc.  
1410 Spring Hill Rd. Suite 450  
McLean, VA 22102

Phone: 703-219-2501  
Fax: 703-219-2538

All other terms and conditions remain the same.

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [NEG-02516](#)

**DATE:** November 21, 2005

**GROUP:** 79131 – Electronic On-Line Databases

**PLEASE ADDRESS INQUIRIES TO:**  
**STATE AGENCIES & CONTRACTORS**

Kathy McAuley  
Purchasing Officer I  
(518) 486-6812  
[Kathy.mcauley@ogs.state.ny.us](mailto:Kathy.mcauley@ogs.state.ny.us)

**CONTRACT PERIOD:**

October 31, 2003 – October 30, 2008

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR (S)/** Choice Point Business & Government Services Inc.

**CONTRACT NO. (S):** PS60624

**SUBJECT:** Update Contract Price List

**TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

Please note that product and pricing information to the contract has changed. All changes are reflected on the OGS website and are available from Choice Point upon request. All CORE products and ABI Search, ABI Detail, ABI Detail Full, D&B Detail, D&B Detail Full have been removed from the pricelist. Products added to the price list includes: Triple Merge Credit Report, Screen now on-line pre-employment and background screening tool, Qualifier net, Vital Check, and IMAPData.

**All other terms and conditions remain the same.**

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [NEG-02516](#)

**DATE:** August 1, 2005

**GROUP:** 79131 - Electronic On-Line Databases

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Kathy McAuley  
Purchasing Officer I  
(518) 486-6812  
[kathy.mcauley@ogs.state.ny.us](mailto:kathy.mcauley@ogs.state.ny.us)

**CONTRACT PERIOD:**

October 31, 2003 - October 30, 2008

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR(S)/ Choice Point Business & Government Services Inc. (CPBG)**

**CONTRACT NO(S): PS60624**

**SUBJECT:** ChoicePoint – Contract Administrator Change

**TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

**Effective August 1, 2005, the Contract Administrator for this contract will be:**

**Kathy McAuley  
Purchasing Officer I  
Procurement Services  
N.Y.S Office of General Services  
Empire State Plaza  
Corning Tower Building, 38<sup>th</sup> floor  
Albany, N.Y. 12242**

All other terms and conditions remain the same.

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [NEG-02516](#)

**DATE:** April 25, 2005

**GROUP:** 79131 - Electronic On-Line Databases

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Todd J. Marble  
Purchasing Officer I  
(518) 486-7313  
[todd.marble@ogs.state.ny.us](mailto:todd.marble@ogs.state.ny.us)

**CONTRACT PERIOD:**

October 31, 2003 - October 30, 2008

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR(S)/** Choice Point Business & Government Services Inc. (CPBG)

**CONTRACT NO(S):**  
PS60624 –

**SUBJECT:** ChoicePoint – Contract Administrator Change

**TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

Effective April 21, 2005, the Contract Administrator for this contract will be:

Todd J. Marble  
Purchasing Officer I  
Procurement Services  
N.Y.S Office of General Services  
Empire State Plaza  
Corning Tower Building  
Albany, N.Y. 12242

All other terms and conditions remain the same.

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [NEG-02516](#)

**DATE:** July 2, 2004

**GROUP:** 79131 - Electronic On-Line Databases

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Dawn Curley  
Purchasing Officer I  
(518) 486-6812  
[dawn.curley@ogs.state.ny.us](mailto:dawn.curley@ogs.state.ny.us)

**CONTRACT PERIOD:**

October 31, 2003 - October 30, 2008

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR(S)/  
CONTRACT NO(S):**

**PS60624 - ChoicePoint Business & Government Services Inc. (CPBG)**

**SUBJECT:** ChoicePoint - Amendment #2 - Revised Appendix D

**TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

Attached is a revised Appendix D - Government Subscriber Application and Service Agreement to the above mentioned contract. Please use this Appendix D when subscribing to the services under this contract.

All other terms and conditions remain the same.

# APPENDIX D

## CHOICEPOINT BUSINESS AND GOVERNMENT SERVICES INC. GOVERNMENT SUBSCRIBER APPLICATION AND SERVICE AGREEMENT FOR ACCESS TO PUBLIC RECORD DATA

Please Type or Print All Information Requested. Allow 10 Days for Approval.

Agency Name: \_\_\_\_\_

Agency Specialization: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Physical Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_/\_\_\_\_\_ Fax: \_\_\_\_\_/\_\_\_\_\_ Contact Name: \_\_\_\_\_

Business Use(s) of Data\*: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **CHOICEPOINT BUSINESS AND GOVERNMENT SERVICES INC. SUBSCRIBER APPLICATION AND SERVICE AGREEMENT**

This Agreement is entered into between ChoicePoint Business and Government Services Inc. and its affiliates and subsidiaries ("CPBG"), and the entity first set forth herein ("Subscriber") and is in accordance with the NYS centralized contract between OGS and ChoicePoint dated August 13, 2003.

**1. SERVICE.** CPBG provides nationwide public record information, document retrieval and related services ("Services") using its proprietary databases and information obtained from third parties ("Third Parties"). Subscriber hereby subscribes to Services for use as a factor in making its business decisions and agrees to pay to CPBG the applicable rates and charges set forth herein.

**2. PERFORMANCE.** CPBG will use reasonable efforts to deliver Services requested by Subscriber and to access, update, augment and maintain its compilation of information gathered from selected public records and other sources used in the provision of Services hereunder. Subscriber accepts all information "AS IS."

**3. SUBSCRIBER CREDENTIALING AND CREDIT REPORT.** Subscriber acknowledges and understands that CPBG will only allow Subscriber to access the Services if Subscriber meets and continues to meet CPBG credentialing standards. Subscriber shall notify CPBG immediately of any changes to the information on Subscriber's application for Services and, if at any time Subscriber no longer meets such standards, CPBG may terminate this Agreement.

#### **4. RESERVED.**

**5. OWNERSHIP.** Subscriber acknowledges that CPBG and/or Third Parties retain all right, title, and interest under applicable contractual, copyright and related laws in the databases and information contained therein and used to provide Services hereunder. Subscriber shall use such materials consistent with such right, title and interest and notify CPBG of any threatened or actual infringement thereof.

**6. SUBSCRIBER USE LIMITATIONS – END USER.** Subscriber acknowledges that this Agreement grants Subscriber a limited license in exchange for payment of the fees and charges set forth herein, and Subscriber shall not reproduce, retransmit, republish or otherwise transfer for commercial purpose any information that Subscriber receives from Services, except to employees whose duties reasonably

relate to the legitimate business purposes for which the information is requested. Subscriber warrants that it is the end user of the information. Subscriber agrees to limit use and dissemination of information from Services solely to use(s) set forth under Business Use(s) as stated herein and as indicated by Subscriber online. Uses outside of the normal course of business include without limitation: accessing or using information on public figures, including names in the news, media personalities, politicians, etc., unless used for the completion of a business transaction.

**7. SUBSCRIBER USE LIMITATIONS – FAIR CREDIT REPORTING ACT.** Subscriber shall only use ChoicePoint services, including use of consumer credit reports, for the designated purposes of those services whether consumer credit purposes, consumer insurance underwriting, employment purposes, tenant screening purposes, or for any other purpose(s) covered by the federal Fair Credit Reporting Act and similar state statutes, if used in accordance with federal and state laws governing the use of such information.

**8. SUBSCRIBER USE LIMITATIONS – CREDIT REPORTS** If Subscriber is permitted to purchase a Credit Report in accordance with the FCRA, Subscriber certifies and agrees to the following:

a) Before requesting a Credit Report, Subscriber will provide the individual to be reported on with a clear and conspicuous disclosure that a Credit Report may be procured as part of the business due diligence process. In addition, before requesting a Credit Report, the individual to be reported on must authorize in writing the procurement of the Credit Report by Subscriber. Upon CPBG's request, Subscriber must produce such authorization for review by CPBG.

b) Credit Reports will only be ordered to be used as a factor in business related due diligence, and such Credit Reports will be used for no other purpose.

c) To keep all Credit Reports, whether oral or written, strictly confidential and except as required by law, reveal no information from reports to any person except the person reported on or a person whose duty requires him to participate in the decision for the transaction for which the report was ordered. If the individual reported on, or his representative, requests report information, that person may be referred to CPBG for disclosure under the FCRA.

d) Before taking any adverse action based in whole or in part on the Credit Report, the Subscriber shall provide, in writing, to the individual reported on a description of the information that influenced this decision. Further, Subscriber will provide the individual ChoicePoint's address and toll-free national telephone number such that CPBG can make full disclosure of any information reported or held by CPBG on said individual.

**9. SUBSCRIBER USE LIMITATIONS – DRIVER'S PRIVACY PROTECTION ACT.** Subscriber agrees to use any CPBG data, which is the subject of this Agreement, in strict conformance with the Federal Drivers Privacy Protection Act (18 U.S.C. Section 2721 et seq.) and similar state statutes, if applicable.

**10. SUBSCRIBER USE LIMITATIONS – GRAMM-LEACH-BLILEY ACT.** Subscriber agrees to use any CPBG data, which is the subject of this Agreement, in strict conformance with the Gramm-Leach Bliley Act (U.S.C. Title 15, Chapter 94, Section 6801 et seq.) and similar state statutes, if applicable.

**11. MVR INFORMATION.** If Subscriber is permitted to purchase motor vehicle records ("MVRs") from CPBG, Subscriber agrees to the following:

- (a) Subscriber shall not use any CPBG provided MVR, or portions of information contained therein to create or update a file to the end that Subscriber develops its own source of driving history information.
- (b) As requested by CPBG, Subscriber shall complete any state forms that CPBG is legally or contractually bound to obtain from Subscriber before serving Subscriber with state MVRs.
- (c) With regard to CPBG provided MVRs originating from the states of Wyoming and West Virginia, Subscriber shall not disseminate or publish personal information contained in such MVRs via the Internet.
- (d) In no event shall Subscriber order MVRs from the state of Washington except for the purpose of insurance underwriting.
- (e) If Subscriber orders an MVR from the state of Alaska for any purpose, Subscriber shall obtain the written authorization of the consumer before ordering such MVR.
- (f) If Subscriber orders any driver records originating from the State of South Carolina, Subscriber acknowledges that the person identified in the driver records received from South Carolina are third party beneficiaries to CPBG's Information Release Agreement with the South Carolina Department of Public Safety, Division of Motor Vehicles.

**12. SUBSCRIBER USE LIMITATIONS – AMERICAN BOARD OF MEDICAL SPECIALTIES ("ABMS") DATA.** Subscriber shall not use ABMS Data, nor permit others to do so, for purposes of determining, monitoring, tracking, profiling or evaluating in any manner, the patterns or frequency of physicians' prescriptions or medications, pharmaceuticals, controlled substances, or medical devices for use by their patients.

**13. MISUSE OF SERVICES OR INFORMATION.** Subscriber agrees to take appropriate measures so as to protect against the misuse of CPBG's Services. Subscriber agrees that CPBG may, if it is concerned about Subscriber's use, temporarily suspend Subscriber's access for up to ten (10) business days pending an investigation that use. Subscriber agrees to cooperate fully with any and all investigations. If misuse is confirmed through investigation, CPBG may immediately suspend this Agreement pending further legal action.

**14. CHANGES IN USE OR ACCESS.** CPBG may, at any time, impose restrictions and/or prohibitions on the Subscriber's use of the Services or certain data, where such restrictions or changes in access are the result of, a change in law or regulation. Upon written notification by CPBG of such restrictions, Subscriber agrees to comply with such restrictions.

**15. PRIVACY PRINCIPLES.** A copy of the "ChoicePoint Privacy Principles" ("Privacy Principles") can be found on ChoicePoint's website located at: <http://www.choicepoint.net/commitment>. With respect to personal information regarding individual consumers and businesses, the parties agree as follows: CPBG has adopted the Privacy Principles and Subscriber will not commit any action which causes Subscriber or CPBG to be in violation of the Privacy Principles.

**16. AUDIT.** Subscriber understands and agrees that in order to ensure compliance with applicable law and CPBG policies, CPBG will conduct periodic reviews of Subscriber activity and may, on a random basis, contact Subscriber to provide documentation of executed searches. CPBG shall also investigate all legitimate reports of abuse or misuse of CPBG Services by Subscribers. Subscriber agrees to cooperate fully with any and all investigations. Violations discovered in any review by CPBG will be subject to immediate action including, but not limited to, termination of the account, legal action, and/or referral to federal or state regulatory agencies.

**17 - 19. RESERVED.**

**20. ASSIGNMENT.** This Agreement and the rights and obligations of each party hereto shall not be assigned without the prior written consent of the other party which consent shall not be unreasonably withheld.

**21. Authorized User,** hereinafter also referred to as the "Subscriber" hereby certifies that as a "User" of ChoicePoint Consumer Reports (as defined by the federal Fair Credit Reporting Act), Subscriber shall:

- (a) Comply with the Vermont Fair Credit Reporting Act, 9 VSA §2480e, by securing the written consent of the subject consumer prior to ordering a consumer report on a Vermont resident.
- (b) With respect to orders for Consumer Reports for employment purposes, in compliance with the FCRA, Subscriber shall make a clear and conspicuous disclosure in writing to the Consumer in a document that consists solely of the disclosure that a Consumer Report may be procured for employment purposes. If the Consumer is a resident of the State of California, the disclosure shall also include the name, address and telephone number of the investigative consumer reporting agency conducting the investigation, the nature and scope of the investigation requested, and a summary of the provisions of §1786.22 of the California Code. Further, the Subscriber shall have the consumer authorize in writing the procurement of all Consumer Reports. Subscriber shall not use information contained in a Consumer Report in violation of any applicable federal or state equal employment opportunity law or regulation.
- (c) If Subscriber chooses to take any adverse action based in whole or in part on the Consumer Report, before taking such adverse action Subscriber shall provide the Consumer with a copy of the Consumer Report and a description in writing of the rights of consumers under the FCRA, as prescribed by the Federal Trade Commission under 15 USC §1681(g)(c)(3).
- (d) With regard to Investigative Consumer Reports, as defined in 15 USC §1681(a)(e), it will clearly and accurately disclose to the Consumer that an Investigative Consumer Report including information as to his character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be made. The disclosure will be made in writing and mailed or otherwise delivered to the Consumer not later than three (3) days after the date on which the report was first requested and will include a summary of the Consumer's rights provided for under 15 USC §1681(g)(c). The disclosure shall also include a statement informing the Consumer of his/her right to submit a written request, within a reasonable period of time after the receipt by him/her of the foregoing disclosure. Upon receipt of such request, Subscriber

shall disclose in a writing the nature and scope of the investigation, which shall be complete and accurate. The disclosure must be mailed, or otherwise delivered to the Consumer, not later than five (5) days after the date on which the request for additional disclosure was received from the Consumer, or the date the Subscriber first requested the report, whichever is the later. Subscriber shall also comply with the adverse action requirements, if applicable.

- (e) Subscriber shall keep all background reports, whether oral or written, strictly confidential and restrict use of the information in the background reports by Subscriber and/or any Participating Affiliates to employment or other allowed purposes. No information from background reports will be given or resold to any other "person" or "user". Notwithstanding the foregoing, New York State Agencies may share with other New York State Agencies the information obtained through the background reports only to the extent that each agency agrees to comply with the federal and state laws regarding the use of such information. If the Consumer, or his or her representative, requests background report information, that person may be referred to Contractor for disclosure under the Fair Credit Reporting Act or other applicable laws.

22. If Subscriber purchases motor vehicle records ("MVRs") from ChoicePoint, Subscriber agrees to the following:

- (i) Comply with the federal Driver's Privacy Protection Act and similar state statutes.
- (ii) Subscriber shall not retain or store any ChoicePoint provided MVR, or portions of information contained therein, in any database or combine such information with data in any other database, except to the extent used for the Authorized User's internal business operations, provided that, Subscriber may keep a copy of a Consumer's MVR in the Consumer's personnel file.

(iii) As requested by ChoicePoint, Subscriber shall complete any state forms that ChoicePoint is by federal law, state law or under ChoicePoint's contracts with those individual states, legally bound to obtain from Subscriber before serving Subscriber with state MVRs.

(iv) With regard to ChoicePoint provided MVRs originating from the states of New Hampshire, Pennsylvania, Washington, and West Virginia, Subscriber shall not disseminate or publish personal information contained in such MVRs via the Internet.

(v) Subscriber shall not publish Virginia MVRs or any information derived from Virginia MVRs via e-mail. However, Subscriber may disseminate Virginia MVRs via the Internet through use of a secure Internet connection.

(vi) If Subscriber orders an MVR from the state of Alaska for any purpose, Subscriber shall obtain the written authorization of the Consumer before ordering such MVR.

(v) If Subscriber orders any driver records originating from the State of South Carolina, Subscriber acknowledges that the person identified in the driver records received from South Carolina are third party beneficiaries to ChoicePoint's Information Release Agreement with the South Carolina Department of Public Safety, Division of Motor Vehicles.

(vi) Prior to requesting any MVR from the State of Washington, Subscriber agrees (i) to obtain from the Consumer a written statement authorizing the release of the MVR and (ii) execute an attestation that the information in the MVR is necessary to determine whether the individual should be employed to operate a school bus or commercial vehicle upon public highways. ChoicePoint will provide a copy of the required release and attestation to the Subscriber. Subscriber agrees to retain each release and attestation for a period of not less than two (2) years.

(vii) If Subscriber orders an MVR from the State of Virginia, Subscriber must retain the Consumer's authorization for at least five (5) years after the date the MVR was requested.



New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [NEG-02516](#)

**DATE:** May 11, 2004

**GROUP:** 79131 - Electronic On-Line Databases

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Dawn Curley  
Purchasing Officer I  
(518) 486-6812  
[dawn.curley@ogs.state.ny.us](mailto:dawn.curley@ogs.state.ny.us)

**CONTRACT PERIOD:**

October 31, 2003 - October 30, 2008

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR(S)/**

**CONTRACT NO(S):**

**PS60624 - ChoicePoint Business & Government Services Inc. (CPBG)**

**SUBJECT:** ChoicePoint - Trial Agreement

**TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

Please be aware that CPBG and OGS have agreed that Appendix D of the above mentioned contract entitled Contractor's Subscriber Agreement will also be used as the Trial Agreement form for services under this contract. Please note that there is no additional signature requirement on this form.

All other terms and conditions remain the same.