**RFP-22-69462**

**BUSINESS PROPOSAL**

**ATTACHMENT E**

**Instructions: Please provide answers in the shaded areas to all questions. Reference all attachments in the shaded area.**

***Business Proposal***

* + 1. **General (optional) -** Please introduce or summarize any information the Respondent deems relevant or important to the State’s successful acquisition of the products and/or services requested in this RFP.

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| West offers our Thomson Reuters CLEAR in response to this RFP for Parent/Relative Locator Service. CLEAR has assisted other government agencies in locating hard-to-find parents, and we are offering to bring the benefits of using CLEAR to the Indiana Department of Child Services. Please see our entire proposal submission regarding our offer. |

* + 1. **Respondent’s Company Structure** - Please include in this section the legal form of the Respondent’s business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization. If the organization includes more than one (1) product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization. Please enter your response below and indicate if any attachments are included.

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| West Publishing Corporation, dba West, a Thomson Reuters business, is a leading provider of information for due diligence/investigative and legal research. West is headquartered in the Twin Cities area of Minnesota. West was founded as West Publishing Company in 1872. West Publishing Corporation was incorporated in the state of Minnesota in 1982 and is now a Thomson Reuters business. (Please see the certificate of incorporation included with our proposal.) West is the manufacturer and sole provider of Thomson Reuters CLEAR. CLEAR is used by government entities with investigative or fraud prevention/program integrity objectives, as well as by law enforcement and corporate entities for identity verification, risk assessment, and corporate security purposes. |

* + 1. **Respondent’s Diversity, Equity and Inclusion Information -** With the Cabinet appointment of a Chief Equity, Inclusion and Opportunity Officer, on February 1, 2021, the State of Indiana sought to highlight the importance of this issue to the state. Please share leadership plans or efforts to measure and prioritize diversity, equity, and inclusion. Also, what is the demographic compositions of Respondents’ Executive Staff and Board Members, if applicable.

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| We foster an inclusive workplace where all employees are valued and have the opportunity to reach their full potential. We embrace diversity of thought, style, experience, culture, race, color, gender, national origin, religion, gender identity and expression, sexual orientation, disability, age, marital status, citizen status, and veteran status to drive innovation and deliver competitive advantage.  We know that having a diverse workforce is not enough, we also need to build a culture of inclusion that leverages the strengths of all of our employees. From new hire orientation to management and leadership training to an online portal accessible to all employees, we focus on developing global mindsets, breaking unconscious bias and demonstrating the business case for diversity across the organization.  Our Business Resource Groups are employee-led groups with chapters around the globe that create awareness and understanding of the diverse backgrounds and experiences represented throughout the business. These groups partner with the business to support professional development, assist with recruitment and retention, identify unique market opportunities and help drive business development.  These groups include: Asian Affinity Network, Black Employee Network, Early Careers Network, Global Disability Employee Network, Latino Employee Network, Pride at Work (for lesbian, gay, bisexual, transgender employees & friends), Veterans Network and Women @ Thomson Reuters.  In 2020, we put increasing focus on our longstanding work in diversity and inclusion by setting clear representation goals for the company at the leadership level (director and above). As many companies have, we worked to form coalitions with our customers, denouncing racism publicly. We also extended our global diversity and inclusion strategy to embed this work in all we do.  We support an annual review of our diversity and inclusion strategy through engagement surveys; industry benchmarks; the number of employees and managers trained on unconscious bias and inclusive behaviors; and measurement of key metrics of gender and ethnic representation throughout the business. We hold our managers accountable for diversity and inclusion through their annual performance review and we set aggressive goals for both quantitative and qualitative measurements. Our progress is shared annually with our CEO-chaired council and our board of directors.  Please see [Awards & recognition | Thomson Reuters](https://www.thomsonreuters.com/en/about-us/awards-recognition.html) for information about the awards and recognition, including for diversity. For example, in 2020 and 2021, Thomson Reuters was listed as one of [America’s Best Employers For Diversity](https://www.forbes.com/companies/thomson-reuters/?list=best-employers-diversity/&sh=864413526301) by Forbes. The ranking was compiled by surveying 50,000 Americans working for businesses with at least 1,000 employees and pinpoint the companies they identified as being most dedicated to diversity, equity, and inclusion. |

* + 1. **Company Financial Information** - This section must include documents to demonstrate the Respondent’s financial stability. Examples of acceptable documents include most recent Dunn & Bradstreet Business Report (preferred) or audited financial statements for the two (2) most recently completed fiscal years. If neither of these can be provided, explain why, and include an income statement and balance sheet, for each of the two most recently completed fiscal years.

If the documents being provided by the Respondent are those of a parent or holding company, additional information should be provided for the entity/organization directly responding to this RFP. That additional information **should explain the business relationship between the entities and demonstrate the financial stability of the entity/organization which is directly responding to this RFP.**

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| Please see: [Annual Reports | Financial Information | Investor Relations | Thomson Reuters](https://ir.thomsonreuters.com/financial-information/annual-reports). Within the report, the Legal business is pertinent to West and this contract.  Please note that the Dun and Bradstreet Terms of Use do not allow us to share a report.  The following is the pertinent language: “You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate the information received through the Service to anyone without the express prior written consent of Dun & Bradstreet. Copying and distributing the Services to third parties is forbidden.” The terms of use are here:  [https://www.dnb.com/utility-pages/terms-of-use.html](https://nam02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.dnb.com%2Futility-pages%2Fterms-of-use.html&data=04%7C01%7Ckarla.snellings%40thomsonreuters.com%7C7715098f3617419c88f108d99a19ca8c%7C62ccb8646a1a4b5d8e1c397dec1a8258%7C0%7C0%7C637710257828678952%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C1000&sdata=zDAo2ICGtutX%2F8g%2FAAV3X3ZgaBAViYzPWNGKIbKsM%2Fk%3D&reserved=0) . Therefore, if you would like a Dun and Bradstreet report on us, you will need to order it directly. We apologize for the inconvenience. |

* + 1. **Integrity of Company Structure and Financial Reporting** - This section must include a statement indicating that the CEO and/or CFO, of the responding entity/organization, has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

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| Our CEO and CFO accept responsibility for the thoroughness and correctness of the company’s financial information, including as referenced in this proposal. The following statement accompanies our consolidated financial statements as part of our annual report and is signed by both the CEO and the CFO as acknowledgement of their responsibility in ensuring the integrity of the financials and related processes: The management of Thomson Reuters Corporation (the “Company”) is the accompanying consolidated financial statements and other information included in this annual report. The financial statements have been prepared in conformity with International Financial Reporting Standards, as issued by the International Accounting Standards Board, using the best estimates and judgments of management, where appropriate. Information presented elsewhere in this annual report is consistent with that in the financial statements. The Company’s board of directors is responsible for ensuring that management fulfills its responsibilities in respect of financial reporting and internal control. The Audit Committee of the board of directors meets periodically with management and the Company’s independent auditor to discuss auditing matters and financial reporting issues. In addition, the Audit Committee approves the interim consolidated financial statements and recommends to the board of directors the approval of the annual consolidated financial statements and the annual appointment of the independent auditor. The board of directors has approved the information contained in the accompanying consolidated financial statements. Please see the annual reports for detailed information: [Annual Reports | Financial Information | Investor Relations | Thomson Reuters](https://ir.thomsonreuters.com/financial-information/annual-reports), |

* + 1. **Contract Terms/Clauses** - Please provide the requested information in RFP Section 2.3.6. Additional rows may be added if necessary.

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| **Contract Term**  **Identifier and Header** | **Suggested Language Change** | **Rationale for suggested change** |
| **2. Form Contract/Duties of Contractor.**  D. Comprehensive Child Welfare System (“CCWIS”) Compliance. | Delete entirely | We request that this provision be struck as we will not be holding any of the Department’s data. The Department will be inputting its own searches against our database. This was struck in the prior contract. |
| **6. Assignment; Successors; and Subcontracting - Modified** | 1. The Contractor binds its successors and assignees to all the terms and conditions of this Contract.   The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one (1) party.   1. The Contractor shall not assign or subcontract the whole or any part of this Contract without the   State’s prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor’s legal name or legal status so that the changes may be documented and payments to the successor entity may be made. Notwithstanding, West may assign this contract to successor entity of all, or substantially all, of West’s assets. | West does not use subcontractors for any portion of its contractual obligations. As a result, much of the language is not applicable and acceptable to west. However, as part of a large corporation, the possibility always exists for reorganization. Consequently, West proposes the following addition to section B, and the deletion of Section C (as in the prior contract) to address a scenario of a corporate restructuring or divestiture without allowing unapproved subcontractors to perform contractual obligations. |
| **8. Audits.** | The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.*, and audit guidelines specified by the State.  (delete remainder of language) | West respectfully requests the modification of this clause. This clause creates an additional burden that is an industry standard practice. West, as is standard practice, will be able to justify any charges. |
| **13. Confidentiality of State Information – Modified.** | A. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor, including, but not limited to, services recipient information received by the Contractor or its subcontractors in administering the terms and provisions of this Contract, may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State. (deleted remainder) | West cannot accept portions of this Section 13, including references to IRS Exhibit 7 as it indicates that West may obtain access to Social Security numbers held by the State, which is not a correct statement. Further, West does not require access to the State’s tax return information. For its products, West has already obtained such information from third-part data sources of public records – and obligations flow to West’s Subscribers. And while it is possible the State may also have some of the same information, West provides its information to other customers in accord with its license agreements and relevant law. West does not wish to have language in the agreement that contradicts its product’s use and implies heightened legal standards or nonstandard contractual obligations. Our Solution is simply access to a database that may already contain information already held by the State, but we are not holding any of the State’s data. This is consistent with the previous contract, where the entire clause was struck |
| **13. Continuity of Service** | Delete entirely | West respectfully requests the deletion of this section. Our solution is not a custom solution. West provides commercial items that are available in the marketplace. If a customer transitions between providers, the only issue is the termination date, which would be determined by the State’s preference. And these additional terms – including the right to seek transition costs from the State – are unnecessary. This is consistent with the previous contract, where the entire clause was struck |
| **20. Employment Option – Modified.** | Delete entirely | West respectfully requests deletion of this section, as again, we are not providing a custom solution, so this provision does not apply. This is consistent with the previous contract. |
| **24. HIPAA Compliance.** | Delete entirely | West does not receive information subject to HIPAA and seeks deletion of this clause for clarity on this point. |
| **25. Indemnification.** | The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all claims and suits including court costs, attorney’s fees, and other expenses caused by any grossly negligent act or willful misconduct of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall not provide such indemnification to the Contractor. | West would like to narrow its indemnity to gross negligence and willful misconduct, which is standard in the industry. This is consistent with the previous contract. |
| **27. Indiana Veteran Owned Small Business Enterprise Compliance.** | Delete entirely | West requests deletion of this entire section as it is not applicable. This is consistent with the previous contract. |
| **28. Information Technology Enterprise Architecture Requirements.** | If this Contract involves information technology-related products or services, the Contractor agrees that all such products or services are compatible with any of the technology standards found at [https://www.in.gov/iot/2394.htm](about:blank) that are applicable, except to the extent provided in Thomson Reuters’ Accessibility Conformance Report for Thomson Reuters CLEAR (“ACR”), which is available upon request. including the assistive technology standard.  The State may terminate this Contract for default if the terms of this paragraph are breached. | West respectfully requests the addition of language around its Accessibility Conformance Report for CLEAR. This is consistent with the previous contract. |
| **30. Key Person(s).** | Delete entirely | As our product is not a custom solution, we request that this Section be struck as non-applicable, consistent with the previous contract. |
| **33.    Minority and Women’s Business Enterprises Compliance.** | Delete entirely | West requests deletion of this entire section as it is not applicable. This is consistent with the prior contract. |
| **35. Notice to Parties – Modified.** | Notices to the Contractor shall be sent and/or e-mailed to:  Christopher Copping  Account Executive, Government Investigative  West Publishing Corporation  610 Opperman Drive  Eagan, MN 55123  chris.copping@thomsonreuters.com | Filling in information |
| **36. Order of Precedence; Incorporation by Reference – Modified.** | Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Addendum; (2) the Form Contract; (3) any DCS Exhibits attachments to this Addendum; (4) attachments prepared by the Contractor; and (5) the Contractor's RFP Response. All attachments, exhibits, and all documents referred to in this paragraph are hereby incorporated fully by reference**.** | West requests this change as our license terms need to be incorporated into the Agreement. This is consistent with the previous agreement. |
| **37. Ownership of Documents and Materials – Modified.** | Delete entirely | West respectfully requests the deletion of this section. This is a sensitive area for West and we request deletion to avoid confusion that any material provided could be considered a work for hire. West acquires its data from numerous third-party vendors, and provides access for its subscribers subject to its license agreement. West does not have the ability to transfer ownership of the data, only to allow access. And as a result, West spends a significant amount of time protecting its intellectual property and the rights that have been entrusted to West via the source providers. This is consistent with the previous contract. |
| **40. Progress Reports.** | Delete entirely | West respectfully request that this section be deleted, as West proposes its best pricing in exchange for a commitment to a specified term. |

* + 1. **References** - Reference information is captured on **Attachment H** Respondent should complete the reference information portion of the **Attachment H** which includes the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information if the State elects to do so. The rest of **Attachment H** should be completed by the reference and **emailed DIRECTLY** to the State. The State should receive [AGENCY INSERT NUMBER NEEDED] (#) **Attachment Hs** from clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFP. **Attachment H** should be submitted to [idoareferences@idoa.in.gov](mailto:idoareferences@idoa.in.gov). **Attachment H** should be submitted no more than ten (10) business days after the proposal submission due date listed in Section 1.24 of the RFP. Please provide the customer information for each reference.

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| **Customer 1** |  |
| Legal Name of Company or Governmental Entity | New Jersey Office of Child Support Services |
| Company Mailing Address |  |
| Company City, State, Zip |  |
| Company Website Address | www.njchildsupport.org |
| Contact Person | Andrew Cmil |
| Contact Title | Chief of Operations |
| Company Telephone Number | 609-631-2781 |
| Company Fax Number | 609-588-2064 |
| Contact E-mail | andrew.cmil@dhs.nj.gov |
| Industry of Company | Government |
| **Customer 2** |  |
| Legal Name of Company or Governmental Entity | Ohio CSEA Directors’ Association (Child Support Enforcement Agencies) |
| Company Mailing Address | 1103 Schrock Rd, Suite 309 |
| Company City, State, Zip | Columbus, Ohio 43229 |
| Company Website Address | www.ocda.us |
| Contact Person | Christy Rodeniser |
| Contact Title | Program Manager |
| Company Telephone Number | 614-846-6552 |
| Company Fax Number | 614-846-6693 |
| Contact E-mail | christy@ocda.us |
| Industry of Company | Government |
| **Customer 3** |  |
| Legal Name of Company or Governmental Entity | NA (Per the Q&A, West is providing one set of references that can serve for both Components 1 and 2.) |
| Company Mailing Address |  |
| Company City, State, Zip |  |
| Company Website Address |  |
| Contact Person |  |
| Contact Title |  |
| Company Telephone Number |  |
| Company Fax Number |  |
| Contact E-mail |  |
| Industry of Company |  |

* + 1. **Registration to do Business** – Per RFP 2.3.8,Respondents providing the products and/or services required by this RFP must be registered to do business by the Indiana Secretary of State. The Secretary of State contact information may be found in Section 1.18 of the RFP. This process must be concluded prior to contract negotiations with the State. It is the successful Respondent’s responsibility to complete the required registration with the Secretary of State. Please indicate the status of registration, if applicable. Please clearly state if you are registered and if not provide an explanation.

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| West is currently registered to do business in the state of Indiana and is in good standing with the Indiana Secretary of State. |

* + 1. **Authorizing Document -** Respondent personnel signing the Executive Summary of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement. Please enter your response below and indicate if any attachments are included.

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| We have included with our proposal our Secretary’s Certificate, which documents the authority for our signatory. |

* + 1. **Diversity Subcontractor Agreements** -

1. Per RFP Section 1.21, Minority & Women’s Business Enterprises (MBE/WBE), and 1.22 Indiana Veteran Owned Small Business Subcontractor (IVOSB), explain process followed to engage with potential MBE, WBE and IVOSB owned, Indiana certified businesses listed on Division of Supplier Diversity site. List the businesses invited to discuss the opportunity for potential partnership.

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| West will not be engaging subcontractors for this contract. See explanation in response to ‘b’ below. |

1. If not proposing each MBE, WBE or IVOSB subcontractor partnership, explain the rationale for declining to do so. Complete this for each category not proposed.

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| The offered product is an online search portal. There are no professional services or labor categories involved; therefore, the nature of the capabilities does not facilitate subcontractor involvement. Therefore, West will not be using subcontractors in any of the categories, i.e., MBE, WBE, or IVOSB. Thomson Reuters is committed to providing opportunities for diverse and sustainable businesses to prosper by actively engaging suppliers that help us address the diverse needs of the global marketplace, and by  promoting financial inclusion practices for the benefit of minority groups. We expect companies seeking to do business with Thomson Reuters to demonstrate that the goods and services they provide to us come from sources that share and are committed to our values, such that their business practices are consistent with the needs and expectations of our customers, investors, and the global community we serve. West has a company-wide, commercial subcontracting plan that is approved annually by the General Services Administration and the Small Business Administration and is applicable to all government business. This subcontracting plan applies to indirect participation by suppliers in diverse business categories. A copy is available upon request. |

* + 1. **Evidence of Financial Responsibility** – Removed at the request of the agency. This section will indicate the ability to provide the mandatory evidence of financial responsibility. See Section 1.25 of RFP for details.

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| If/as needed, please see: [Annual Reports | Financial Information | Investor Relations | Thomson Reuters](https://ir.thomsonreuters.com/financial-information/annual-reports). |

* + 1. **General Information** - Each Respondent must enter your company’s general information including contact information.

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| **Business Information** |  |
| Legal Name of Company | West Publishing Corporation |
| Contact Name | Proposal contact: Karla Snellings; Signatory: John S. Nelson |
| Contact Title | Sr. Proposal Manager;  Director of Procurement |
| Contact E-mail Address | [karla.snellings@thomsonreuters.com](mailto:karla.snellings@thomsonreuters.com); [john.s.nelson@thomsonreuters.com](mailto:john.s.nelson@thomsonreuters.com) |
| Company Mailing Address | 610 Opperman Drive |
| Company City, State, Zip | Eagan MN 55123 |
| Company Telephone Number | 651-687-7000 |
| Company Fax Number | 651-927-0383 |
| Company Website Address | http://legalsolutions.thomsonreuters.com |
| Federal Tax Identification Number (FTIN) | 41-1426973 |
| Number of Employees (company) | Approx. 6500 |
| Years of Experience | 145+ |
| Number of U.S. Offices | 10 (see [Office Locations | Thomson Reuters](https://legal.thomsonreuters.com/en/about/office-locations)) |
| Year Indiana Office Established (if applicable) | Not applicable |
| Parent Company (if applicable) | Thomson Reuters (Legal) Inc. |
| Revenues ($MM, previous year) | 6B |
| Revenues ($MM, 2 years prior) | 5.9B |
| % Of Revenue from Indiana customers | Confidential and proprietary |

* 1. Does your Company have a formal disaster recovery plan? Please provide a yes/no response. If no, please provide an explanation of any alternative solution your company has to offer. If yes, please note and include as an attachment.

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| Yes, please see the Thomson Reuters Business Continuity/Disaster Recovery Summary Statement document included with our proposal. |

* 1. What is your company’s technology and process for securing any State information that is maintained within your company?

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| West’s proposed solution does not ingest or store customer information. Please see the Thomson Reuters Information Security Principles document included with our proposal. |

* + 1. **Experience Serving State Governments -** Please provide a brief description of your company’s experience in serving state governments and/or quasi-governmental accounts.

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| West has been a leading provider of information since the company’s founding in 1872, and West’s government team for public records has significant and lengthy experience in delivering public records data solutions to government agencies, in some instances dating to the 1990s, when public records were first being made available online. The CLEAR government team well understands the distinct missions of government agencies and how public records information and delivery tools can help agencies optimize their efforts. In addition to federal agency customers and corporate customers, currently, there are more than 3,800 government customers at the state and local levels, with more than 800 state government customer accounts. |

* + 1. **Experience Serving Similar Clients -** Please describe your company’s experience in serving customers of a similar size to the State with similar scope. Please provide specific clients and detailed examples.

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| West has extensive experience in successfully serving CLEAR customers with a wide range of size and scope. Currently, we have 20 state child support agencies using CLEAR, some with multiple accounts and approximately half also using some form of alerting or continuous monitoring. |

* + 1. **Payment -** Please provide the requested information in RFP Section 2.3.15.

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| West accepts card payments from major credit cards and accepts only valid fees associated with processing regular credit card transactions. |

* + 1. **Extending Pricing to Other Governmental Bodies** – Indicate your willingness to extend prices of awarded products and/or services to other governmental bodies per RFP section 2.3.17. Please include details on any marketing or active solicitation activities your company will undertake to encourage use of the contract.

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| West’s offer is customized for the Indiana DCS, including the Child Support Bureau, the Child Welfare Investigator team, and potentially local county prosecutors’ offices, as indicated in RFP Section 1.4, Summary Scope of Work. We provide products and pricing specific to individual customers’ needs, so decline extension of the prices offered here to other government bodies.  As with all of our government customers, we would work in good faith with other agencies and government entities to provide the appropriate product and content for their needs with cost-effective pricing. |