



Council on Competitive Government

February 1, 2011

NOTICE OF AWARD

Council Members:

Hon. Rick Perry
Governor

Hon. David Dewhurst
Lieutenant Governor

Hon. Susan Combs
Comptroller

Hon. Jerry Patterson
Land Commissioner

Hon. Joe Straus
Speaker of the House

Ronald Congleton
Texas Workforce
Commissioner

Terry Keel
Texas Facilities
Commission

Alex Medrano
Contracts Counsel
West Publishing Corporation
610 Opperman Dr
Eagan, MN 55123

Re: Request for Offers (RFO), RFO#CCG-CALIR-2010-001
Description: Computer Assisted Legal and Investigative Research
Services (CALIR)
Term of Contract: February 1, 2011 – February 1, 2014

Dear Contractor:

Your company submitted a proposal to the Council on Competitive Government (CCG) in response to the above-referenced Request for Offer. This letter is to inform you that the CCG accepts the offer and establishes this contract through the receipt of this letter. Your company has been approved to provide computer assisted legal and investigative research services in scope for this RFO. All requirements, terms and conditions set forth in the RFO are made part of this contract.

The contract consists of:

1. this Notice of Award
2. the RFO (as modified by addenda)
3. the Offer submitted by your company as modified by the attached Updated Content Proposal dated November 16, 2010 and Westlaw Additional or Changed Terms and Conditions.

The order of precedence for these contract documents is established in Section 6.4, Contract Documentation of the RFO. This contract is subject to all applicable laws of the State of Texas, which control and override any conflicting terms or conditions in your Offer or accompanying documentation. Agencies using this contract must be allowed to review and object to the provisions of any licenses, order forms, subscription agreements, or any similar documents necessary to gain access to services or systems under this contract. Vendor may not claim that such agreements are mandatory or final and agreed to by CCG pursuant to this Notice of Award.

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Austin, Texas 78711-1440

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www.ccg.state.tx.us



Mr. Alex Medrano
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Any payment due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support, which is owed pursuant to the laws of the State of Texas.

Please review the attached items and notify this office within five (5) business days of the date of this Notice of Award of any errors requiring correction. Notate corrections on a copy of the attached items and forward to Derrek Davis for review.

If you have any questions, please call Derrek Davis (512) 936-4440 or by e-mail at derrek.davis@ccg.state.tx.us.

Respectfully,



Mike Morrissey, Senior Advisor
Office of the Governor
Chair Designee
Council on Competitive Government

Attachments:

1. Updated Content Proposal dated November 16, 2010
2. Westlaw Additional or Changed Terms and Conditions

cc:

Ellen Gillespie
Director
Customer Contracts Relations
West Publishing Corporation
610 Opperman Dr
Eagan, MN 55123

Westlaw Additional or Changed Terms and Conditions

The changes listed below are agreed by the Parties and are hereby made part of the Award Letter. Additions to existing language are shown underlined and deletions are shown in ~~strikeout~~.

1. Section 6.12 of the RFP (Renegotiation of Fees) is amended to read as follows:

The CCG shall monitor market prices and prices paid by other similarly situated states for substantially similar goods and services during the term of the Contract. If the CCG determines that substantially similar goods and services are available for meaningfully lower prices than the prices established in the Contract, the CCG may initiate price renegotiations with the Vendor and amend the Contract to reflect a new, lower price, if agreed to by the Parties.

2. Section 7.5.1 of the RFP (No Assignment by Vendor) is amended to read as follows:

The Vendor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the CCG. Vendor may assign of transfer rights or interests under this agreement to its corporate affiliates with written notice to CCG.

3. Section 7.5.2 of the RFP (Indemnification and Liability) is amended to read as follows:

The Vendor shall defend, indemnify, and hold harmless the State of Texas, its officers, and employees, and the CCG, its officers, and employees and contractors, from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including without limitation attorneys' fees and court costs, to the extent arising out of, connected with, or resulting from any acts or omissions of the Vendor or any agent, employee, subcontractor, or supplier of the Vendor in the execution or performance of the Contract. The Vendor shall coordinate its defense of any claims with the Texas Attorney General as requested by the CCG.

This section is not intended to and shall not be construed to require the Vendor to indemnify or hold harmless the State of Texas or the CCG for any claims or liabilities resulting from the negligent acts or omissions of the CCG or its employees.