



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

Yvette Cleveland
LexisNexis Account Manager
500 N. Akard, Suite 1950
Dallas, TX 75201

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 original Offer submitted by your company dated May 28, 2010, as modified by the attached Updated Response to Final Request for Legal Services Packages and Pricing dated December 9, 2010 and LexisNexis 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

Phone: 512-463-3855
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www.ccg.state.tx.us



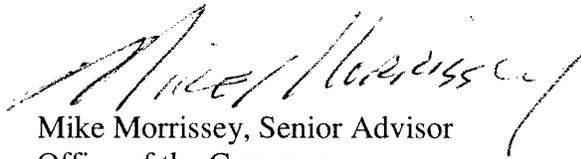
Ms. Yvette Cleveland
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Any payment due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support, which is owed pursuant to the laws of the State of Texas.

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 Response to Final Request for Legal Services Packages and Pricing dated November 19, 2010
2. LexisNexis Additional or Changed Terms and Conditions

cc:

Judy Stockton
LexisNexis Account Manager
8109 Amelia Cove
Austin, TX 78750

LexisNexis 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 1.11 of the RFP (Testing and Inspection) is amended to read as follows:
The CCG and Customers may test services provided under the Contract to ensure compliance with the specifications of this RFO and the Contract. Authorized CCG personnel shall have access to the Vendor's place of business for the purpose of inspecting the services provided under the Contract. To the extent practical, the CCG inspections will not disrupt the Vendor's daily operations. All costs of testing shall be borne by the Vendor. In the event services tested fail to meet or exceed all conditions and requirements of the RFO and Contract, the services may be rejected in whole or in part, at the State's option, and returned to the Vendor or held for disposition at the Vendor's expense. Prior to any inspection, CCG personnel may be required to sign Vendor's standard Nondisclosure Agreement.

2. Sections 6.2.4 (Rights upon Termination or Expiration of Contract), 7.1.9 (Method of Vesting Ownership), and 7.3 (Copyrights and Publications) are removed in their entirety from the RFP.

3. Section 7.5.1 of the RFP (No Assignment by Vendor) is amended 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. Notwithstanding the foregoing Vendor may, upon written notice to CCG, freely transfer or assign this contract to: (i) any corporate affiliate of Vendor, or (ii) any successor in interest to Vendor. The assignee/transferee shall remain liable for full and correct performance of this Agreement by the assignee/transferee.

4. Section 7.5.2 of the RFP (Indemnification and Liability) is amended to read as follows:
The Vendor at its expense shall defend and 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 or costs, damages of any kind, and liabilities,~~ including without limitation reasonable 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~~ allow participation in its defense or settlement of any claims ~~with~~ by the Texas Attorney General as requested by the CCG. The application of this section shall be contingent on: (i) prompt notice of any claim filed where this section will be invoked by CCG, and (ii) use and application by CCG and state agencies of the services and materials provided under the contract in accordance with the requirements of the contract.
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.

5. Section 7.23 of the RFP (Felony Criminal Convictions) is hereby amended to read:

Vendor represents and warrants that Vendor has performed due diligence to determine that neither Vendor nor any of ~~not and~~ Vendor's employees have ~~not~~ been convicted of a felony criminal offense, or that, if such a conviction has occurred, Vendor either: (i) has fully advised CCG as to the facts and circumstances surrounding the conviction in the event of a conviction of the Vendor; or (ii) will ensure that any convicted employee(s) will not perform any work pursuant to this contract. Vendor shall periodically, but in no case less frequently than once every two years, update and reaffirm the due diligence determination for all employees performing work pursuant to this contract.