



Contract # MA2123

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

West, a Thomson Reuters Business
 Name
610 Opperman Drive
 Address
Eagan MN 55123
 City State Zip

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
- Non-Profit Corporation
- For-Profit Corporation
- Partnership
- Government Agency

Contact Person Kris Wendorff Phone #651-687-4391 Email kris.wendorff@thomsonreuters.com
 Vendor #22784CF Commodity Code #95635

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: West online legal research services. Users may select a pre-defined package under Options 1-5 on Attachment C West Price Schedule or negotiate a custom package under Option 6 on Attachment C West Price Schedule.
3. PROCUREMENT: This contract is entered into as a result of the procurement process on FY16, a pre-approved sole source authorization (from the Division of Purchasing) # SH16001SS.
4. CONTRACT PERIOD: Effective Date: 01/01/2016 Termination Date: 12/31/2020 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): None.
5. Payment: Prompt Payment Discount (if any): _____.
6. ATTACHMENT A: State of Utah Standard Terms and Conditions for Goods Services, or IT
 ATTACHMENT B: Thomson Reuters General Terms and Conditions
 ATTACHMENT C: West Price Schedule
 ATTACHMENT D: West Order Form
 ATTACHMENT E: Addendum to West Order Form 48 or 60 Month Minimum Term
 ATTACHMENT F: West Order Form – Clear Services
 ATTACHMENT G: Account Validation and Certification Form
- Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.**
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - b. Utah State Procurement Code and Procurement Rules.
8. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

[Signature]
 Contractor's signature Date 10-26-15

STATE

[Signature]
 Director, Division of Purchasing Date 10/30/15

Manager Commercial Contracts
 Type or Print Name and Title

<u>Spencer Hall</u>	<u>801-538-3307</u>	<u>801-538-3882</u>	<u>spencerh@utah.gov</u>
Division of Purchasing Contact Person	Telephone Number	Fax Number	Email

**ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR SERVICES
STATE OF UTAH COOPERATIVE CONTRACT (MODIFIED)**

This is a State of Utah Cooperative Contract ("State Cooperative Contract") for services (including professional services), meaning the furnishing of labor, time, or effort by a contractor. This State Cooperative Contract is the result of a cooperative procurement for the benefit of Eligible Users and may be used by Eligible Users without the Eligible Users signing a participating addendum.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, including personal information. The Eligible Users shall have the right to identify, during and after this Contract, additional types of categories of information that must be kept confidential under federal and state laws by Contractor.
 - b) "**Contract**" means either: (i) the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference, or (ii) the Solicitation and the Proposal when accepted and signed by the Division. The format of the Contract, as described in the prior sentence, will be at the sole option of the Division. Additionally, the term "Contract" may include any purchase orders issued by the Division that result from this Contract.
 - c) "**Contract Signature Page(s)**" means the State of Utah cover page(s) that the Division and Contractor sign.
 - d) "**Contractor**" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "**Division**" means the State of Utah Division of Purchasing.
 - f) "**Eligible User(s)**" means those authorized to use State Cooperative Contracts and includes the State of Utah's government departments, institutions, agencies, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.
 - g) "**End User Agreement**" means any agreement that Eligible Users are required to sign in order to participate in this Contract including an end user agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement.
 - h) "**Services**" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but are not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - i) "**Proposal**" means Contractor's response to the Division's Solicitation.
 - j) "**Solicitation**" means the documents used by the Division to obtain Contractor's Proposal.
 - k) "**State of Utah**" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - l) "**Subcontractors**" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah, federal auditors, and Eligible Users, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** This "Status Verification System" requirement, also referred to as "E-Verify", only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
 1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 3. Contractor's failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Division or of the State of Utah, unless disclosure has been made to the Division.
7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of the State Entity or the State of Utah.

8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, Eligible Users, and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the Division, Eligible Users, or the State of Utah. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the Division and Contractor, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated with cause by either party in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience) in advance of the specified expiration date by either party upon sixty (60) days written termination notice being given to the other party. This termination for convenience applies only to End User Agreements entered under Options 1 through 5 on the attached West Price Schedule (options with established price plans), and not to End User Agreements entered under Option 6 (Custom Packages) on the attached West Price Schedule. The Division and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for Services properly performed prior to date of termination.
- Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract. In no event shall the State Entity be liable to the Contractor for compensation for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.
13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the Division, if the Division reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the Divisions or the Eligible User's ability to pay Contractor. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
- If a written notice is delivered, the Eligible User will reimburse Contractor for the Services properly performed until the effective date of said notice. The Division, the Eligible User, and the State of Utah will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
14. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the Eligible User's funds and may be used in the exercise of the Eligible User's essential functions. Upon request, the Eligible User will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the Eligible User's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
15. **INSURANCE:** Contractor shall at all times during the term of this Contract, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Contractor also agrees to maintain any other insurance policies required in the Solicitation. Contractor shall provide proof of the required insurance certificates to the Division within thirty (30) days of contract award. Contractor must add the State of Utah as an additional insured with notice of cancellation. Failure to provide proof of insurance, as required, will be deemed a material breach of this Contract. Contractor shall not cancel or allow the insurance

policy to expire without Insurers endeavoring to provide written notice to the Division at least thirty (30) days prior to the cancelation or expiration. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

16. **WORKERS' COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
17. **END USER AGREEMENT:** If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract. The terms and conditions of this Contract survive expiration for the sole purpose of supporting End User Agreement(s) entered into before this Contract expired and continuing through the term of the End User Agreement(s). An End User Agreement must reference this Contract, and may not be amended or changed unless approved in writing by the Division. Eligible Users will not be responsible or obligated for any early termination fees. The term of any End User Agreement may not exceed the term of this Contract by more than twelve (12) months.
18. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
19. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Services based upon the same terms, conditions and prices of this Contract.
20. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Services from this Contract will be treated as if they were individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.
21. **QUANTITY ESTIMATES:** The Division does not guarantee any purchase amount under this Contract. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.
22. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Contract, related purchase orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing and expressly approved by the Division, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The Division, Eligible Users, and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, and invoices.
23. **DELIVERY:** Time is of the essence for all deliveries made under this Contract. All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance, when responsibility will pass to the Eligible User, except as to latent defects or fraud. Contractor's failure to provide the Services by the required delivery date is deemed a material breach of this Contract. Contractor shall be responsible for the customary industry standard in packing and shipping any goods relating to these Services.
24. **REPORTS AND FEES:**
 1. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a Check or EFT payment. The fee will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, UT 84114. The Administrative Fee is 0.2% (one fifth of one percent) of net sales (net of any returns, credits, or adjustments) and applies to all purchases made under this Contract.
 2. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the quantities and dollar volume of purchases by each agency and political subdivision. The quarterly report will be provided in secure electronic format and/or submitted electronically to the Utah reports email address: salesreports@utah.gov.
 3. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Reports Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31
 4. **Fee Payment:** After the Division receives the quarterly utilization report, It will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.
 5. **Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date and after notice and 30 days opportunity to cure, then Contractor will be in material breach of this Contract.
25. **ORDERING:** Orders will be placed by the Eligible User directly with Contractor. All orders will be shipped promptly in

accordance with the terms of this Contract.

26. **ACCEPTANCE AND REJECTION:** The Eligible User shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the Eligible User.
If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the any deliverable related to the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.
27. **INVOICING:** Contractor will submit invoices within thirty (30) days after the delivery date of the Services to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.
28. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or by a Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Division, the Eligible User, and the State of Utah from all claims and all liability to the Contractor. The Eligible User's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the Division, Eligible User, or the State of Utah may have against Contractor. The State of Utah, the Division, and the Eligible User will not allow the Contractor to charge end users electronic payment fees of any kind.
29. **TIME IS OF THE ESSENCE:** Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the Eligible User and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
30. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
31. **PERFORMANCE EVALUATION:** The Eligible User may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
32. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the Eligible User and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
33. **REVIEWS:** The Division and Eligible Users reserve the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
34. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the Division, the Eligible User, and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the Division, the Eligible User, or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
35. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Division, the Eligible User, and Contractor agree that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Services, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract, shall be considered work made for hire, and Contractor shall transfer any ownership claim to the Eligible User.
36. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the Division. Notwithstanding the foregoing, Contractor may, upon written notice to the Division, assign or transfer this Contract or any rights and obligations hereunder either to an affiliate or to a third party successor to all or substantially all of the business, stock or assets of Contractor, in each case, without the prior consent of the Division.
37. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the Division to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The Division may issue a written notice of default providing a thirty (30) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the Division may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii)

terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the Division or the State of Utah; or (v) demand a full refund of any payment that an Eligible User has made to Contractor under this Contract for Services that do not conform to this Contract.

38. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The Division may terminate this Contract after determining such delay will prevent successful performance of this Contract.
39. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the Division and the relevant Eligible User of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the Division, the Eligible User, and the State of Utah, including anyone for whom the Division, the Eligible User, or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the Eligible User or certify in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
40. **PUBLICITY:** Contractor shall submit to the Eligible User for written approval all advertising and publicity matters relating to this Contract. It is within the Eligible User's sole discretion whether to provide approval, which must be done in writing.
41. **CONTRACT INFORMATION:** During the duration of this Contract, the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies.
42. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
43. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
44. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees, incurred in connection with such action.
45. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division, after consultation with the Eligible User and Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Division appoints such an expert or panel, the Eligible User and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
46. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); (v) Contractor's terms and conditions that are attached to this Contract, if any; and (vi) Contractor's attachments, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the Division, Eligible Users, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
47. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the Division's or the Eligible User's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
48. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
49. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
50. **INDIVIDUAL SUBSCRIBER:** Each State agency and political subdivision, as a State Entity, that uses these services will be treated as if they were an Individual Subscriber. Each agency and political subdivision will be responsible to follow the terms and conditions of the contract; and they have the same rights and responsibilities for their purchases as the State has in the contract. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. The Contractor will apply the charges to each Individual Subscriber separately.

Attachment B

GENERAL TERMS AND CONDITIONS

Thomson Reuters Legal Products and Services



THOMSON REUTERS

These General Terms and Conditions govern your use of the Thomson Reuters Legal information products, software products or services in the Thomson Reuters ordering document. "We", "our", "Thomson Reuters" and "Thomson Reuters Legal" means West Publishing Corporation and our affiliates; "you" and "your" means the Subscriber identified in the ordering document.

The ordering document identifies the Thomson Reuters products and services, the quantities, charges and other details of your order. The ordering document also refers to documents which may apply to the products or services you selected. The ordering document, any applicable referenced documents and these General Terms and Conditions constitute the complete agreement and supersede any prior discussions or representations regarding your order. If the terms of the ordering document are different from these General Terms and Conditions, the ordering document will have priority.

1. License Terms. (a) We grant a non-exclusive, non-transferable, limited license to you to use the product in your ordering document in the regular course of your business. We maintain all rights of ownership to our products. Our products change from time to time. Access to certain data may be restricted. We are not providing legal advice by allowing you to use our products. Your interpretations of data are your own for which you have full responsibility.

(b) Software product licenses include updates (bug fixes, patches, maintenance releases) but do not include upgrades (releases or versions that include new features or additional functionality). You may use our software product in object code only. You may make copies of our software product for backup and archival purposes. The copy must include an embedded copyright or proprietary rights notice. No other copying or reproduction is allowed. You may not modify, translate or create derivative works of our software products.

(c) You may quote and excerpt from our information products in your work with the appropriate cite and credit to the source. Except as provided in paragraph 1 (d), you may store data from our information products in a secure internal system in the regular course of your business. You may display our information product data internally. You may transmit our information product data electronically using a feature in the information product or print and share that information product data as necessary in the regular course of your business. Copyright notices must be retained on the transmitted or printed items. The Copyright Act (17 U.S.C.A. 107) fair use provision may allow additional uses.

(d) You may not sell, sublicense, distribute, display, store or transfer our products or any data in our products in bulk or in any way that could be used to replace or substitute for our products or services in whole or in part or as a component of any material offered for sale, license or distribution to third parties. You may not use any means to discern the source code of our products.

(e) Your access to certain products and services is password protected. You are responsible for assigning the passwords and maintaining password security. Sharing passwords is strictly prohibited.

(f) You may not run or install any computer software or hardware on our products or network or introduce any spyware, malware, viruses, Trojan horses, backdoors or other software exploits.

(g) We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based on the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b).

(h) If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and

completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by these General Terms and Conditions.

2. Third Party Providers. Our products may include data and/or software from third parties. Some third party providers require us to pass additional terms through to you. The third party providers change their additional terms occasionally and new third party providers are added from time to time. To see the current third party additional terms for Westlaw and CLEAR information products go to <http://legalsolutions.com/westlaw-additional-terms> and <http://legalsolutions.com/clear-additional-terms>.

3. Regulated Data. Due to the regulated or private nature of some data in our information products like credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to uses permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us.

4. Hosted Services. (a) Our hosted services are designed to protect the content you store in the hosted service. You grant us permission to use, store and process your content in accordance with applicable law. Access and use of your content by our employees and contractors will be directed by you and limited to the extent necessary to deliver the hosted service, including training, research assistance, technical support and other services. We will not disclose your content except in support of the use of the hosted services or unless required by law. If the agreement expires or is terminated, we will provide access to the hosted service for 180 days so that you may remove your content. The agreement will remain in effect through the 180-day extraction period.

(b) We will provide notice to you of any unauthorized third party access to your content of which we become aware in accordance with applicable law and will use reasonable efforts to remediate identified security vulnerabilities. If your content is lost or damaged, we will assist you in restoring the content to the hosted service from your last available back up copy.

(c) You are responsible for ensuring that your content does not infringe on any intellectual property right, violate any applicable laws or the terms of any agreement. If we are notified that your content may infringe on the intellectual property rights of a third party we may be obligated to

delete or disable it from the hosted product under the Digital Millennium Copyright Act (17 U.S.C.A. 512).

5. Professional Services. The professional services applicable to your order, if any, are described in the ordering document or a statement of work.

6. Privacy. The parties will at all times process personally identifiable information (PII) you provide to us in accordance with applicable law. You confirm that you will only upload or disclose PII as permitted by applicable law. The parties will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to alleged unauthorized access, use, processing, or disclosure of PII. Each party will maintain, and will require any third party data processors to maintain, appropriate physical, technical and organizational measures to protect the PII against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, or access. PII includes any information relating to an identified natural person or a natural person who can be identified directly or indirectly by means reasonably likely to be used by the controller of the information, or any other natural or legal person.

7. Confidentiality. Confidential information received from each other will not be disclosed to anyone else unless required by law or if necessary to perform the agreement. The receiving party agrees that during the term of the agreement and for three years afterward, it will continue to protect the confidential information. The parties will use industry standard administrative, physical and technical safeguards to protect the confidential information. If a court or government agency orders either of us to disclose the confidential information of the other party, the other party will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification.

8. Warranties and Disclaimer of Warranties. OUR INFORMATION PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. WE WARRANT OUR SOFTWARE PRODUCTS WILL CONFORM TO OUR DOCUMENTATION. WE WARRANT THAT WE PROVIDE SERVICES USING COMMERCIALY REASONABLE CARE AND SKILL. WE DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF OUR PRODUCTS OR THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE. THESE WARRANTIES ARE THE EXCLUSIVE WARRANTIES FROM US AND REPLACE ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND CURRENTNESS.

9. Liability. (a) The entire liability of Thomson Reuters or any of our third party providers for all claims arising out of or in connection with the agreement will not exceed the amount of any actual direct damages up to the amounts you paid in the prior 12 months for the product that is the subject of the claim. We are not liable for special, incidental, exemplary, indirect or economic consequential damages, anticipated savings, lost profits, lost business, lost revenue, or lost goodwill.

(b) You are responsible for following all usage instructions, for adhering to the minimum recommended technical requirements, for changes you make to our product, for your failure to implement and maintain proper and adequate virus or malware protection and proper and adequate backup and recovery systems, and for your failure to install updates. We will not be responsible if our product fails to perform because of your third party software, your hardware malfunction, your actions or inaction. If we learn that our product failed because of one of these, we reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon.

(c) If a third party sues you claiming that a product you licensed in the agreement infringes that party's intellectual property right and your use of our product has been in accordance with the terms of the agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by us. You must promptly notify us in writing of the claim, supply information we reasonably request, and allow us to control the defense and settlement. We have no liability for claims that arise from items not provided by us.

10. Term, Termination. (a) The term and any renewal terms for the product are described in the ordering document.

(b) We may suspend or limit your use of our products or services or terminate the agreement if, in our sole discretion, we determine that your use may result in a risk to public safety, or that there has been a breach of security, material breach of your obligations under the agreement, material breach of any other agreement between the parties or a violation of law. If the cause of the suspension is reasonably capable of being remedied, we will provide you notice of what actions you must take to reinstate the product. If you fail to take the actions or the cause cannot be remedied within 30 days, we may terminate the agreement

(c) You may terminate the agreement immediately upon written notice if we commit a material breach and fail to cure the material breach within 30 days.

(d) We may amend these General Terms and Conditions from time to time by giving you at least 30 days prior written notice. You may request good faith negotiations regarding the amended terms and conditions. If the parties cannot reach mutual agreement on the amended terms and conditions within 30 days, you may terminate the agreement immediately on written notice.

(e) You may terminate the agreement immediately on written notice if you object to amendments made to the third party additional terms under paragraph 2 if the amendments materially change the agreement.

(f) Upon termination, all licenses end immediately. You will return software products to us or uninstall and destroy them. Termination of the agreement will not relieve you of your obligation to pay us any amounts you owe up to and including the date of termination.

(g) Either party may terminate the agreement in part if software licensed under the agreement is no longer commercially available.

11. Force Majeure. Each party's performance under the agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies, and the like.

12. General. (a) You may not assign the agreement to anyone else without our prior written consent. We will provide you with written notice if we need to assign the agreement as part of our business operations.

(b) Any comments, suggestions, ideas or recommendations you provide related to any of our products or services are our exclusive property.

(c) Our products may not be exported or re-exported in violation of the U.S. Foreign Corrupt Practices Act, the U.S. Export Administration Act or any other applicable laws, rules and regulations.

(d) United States Government use, duplication or disclosure of our software products is subject to applicable restrictions of the following regulations: Commercial Computer-Restricted Rights [FAR 52.227-19(a) - (d)]; Rights in Technical Data and Computer Product [DFARS 252.227-7013(c)(1)(ii)]; the Commercial Computer Product - Restricted Rights [48 CFR 52.227-19 (c)(1) and (c)(2)]; and similar clauses in the NASA FAR Supplement. These restrictions do not apply to our information products or services.

Attachment C

West Price Schedule – Utah State Cooperative Agreement # MA2123

WEST CONTENT OFFERINGS

Recognizing that Utah state agencies and political subdivisions have diverse and unique online information research and solutions needs, the Utah State Cooperative Agreement with West provides an extensive variety of options and packages. Purchasing agencies ("Eligible Users") will have maximum flexibility to pick and choose the option and/or package that is best suited to their specific end users' needs. West's Price Schedule provides six (6) different options:

- **Option 1—Legal Research.** This option provides purchasing agencies the ability to pick and choose from seven (7) different commonly requested legal research packages (Options 1A-1G). Agencies may supplement these core legal research packages by choosing additional content from a select list of optional separately priced add-on libraries.
- **Option 2—Law Enforcement and Investigative Research.** This option provides access to CLEAR content sets for law enforcement personnel and investigators.
- **Option 3—Patron Access.** This option provides access to legal resources via publicly accessible terminals.
- **Option 4—Correctional.** This option provides access to legal resources for inmates at correctional facilities.
- **Option 5—Solutions.** This option provides access to a powerful suite of technology solutions designed specifically to help government legal professionals work more efficiently and more productively. These products integrate with Westlaw and other West products to form a robust set of tools.
- **Option 6—Custom Packages.** The custom packages offered as part of this option recognize that state and local agencies may have diverse and unique needs that cannot be met by the pre-packaged content sets provided by Options 1-5. These custom packages provide maximum flexibility to purchase custom packages of online information, print, and solutions that are specifically tailored to the unique research needs of individual agencies and end users.

PRICING

Detailed pricing for each option begins on page 2.

Given the extensive variety of options and packages available, it may be helpful to speak to a West representative who is specifically-trained to assess the Eligible User's unique needs. To discuss content and price options, please contact your West representative Kristen Estrada (651- 244-6474, Kristen.estrada@thomsonreuters.com).

ELIGIBLE USER ORDERING INSTRUCTIONS

Eligible Users may purchase products off the West Price Schedule by contacting West representative Kristen Estrada (651- 244-6474, Kristen.estrada@thomsonreuters.com) and completing the applicable West Order Form with the content/pricing option selected by the participating Eligible User. **Note that if Purchase Orders are used, all POs must reference the State of Utah Cooperative Contract number.**



Option 1—Legal Research (Per Password)

This option provides purchasing agencies the ability to pick and choose from seven (7) different commonly requested legal research packages (Options 1A-1G):

- Option 1A. UT-State Primary
- Option 1B. UT-State Primary and Analytical
- Option 1C. UT-State Primary, Analytical, and Briefs
- Option 1D. National Primary
- Option 1E. National Primary and State Analytical
- Option 1F. National Primary, State Analytical, & State Briefs
- Option 1G. Westlaw Core

(UT = State Abbreviation)

Agencies may supplement these core legal research packages by choosing additional content from a select list of optional separately priced add-on libraries, including the following:

- PeopleMap Premier
- All Analytical Library
- UT Pleadings, Motions, and Memoranda Library
- ALR, All AMJUR, and CJS
- UT Analytical or Practice
- American Law Reports (ALR)
- American Jurisprudence 2d (AMJUR)
- Corpus Juris Secundum (CJS)
- UT Briefs Plus
- UT Legislative History
- Law Reviews and Journals
- RegulationsPlus
- Municipal Practitioner Core
- NewsRoom

1A. UTAH STATE PRIMARY

Option 1A—State Primary (Monthly Per User Per Eligible User Location Pricing)					
# of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1-25	\$46	\$47	\$49	\$51	\$53
26-50	\$44	\$45	\$47	\$49	\$51
51-100	\$42	\$43	\$45	\$46	\$49
101-150	\$40	\$41	\$42	\$44	\$46
151-200	\$38	\$39	\$40	\$42	\$44
201 +	\$36	\$37	\$38	\$40	\$42

1B. UTAH STATE PRIMARY AND ANALYTICAL

Option 1B—State Primary and Analytical (Monthly Per User Per Eligible User Location Pricing)					
# of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1-25	\$62	\$64	\$66	\$68	\$72
26-50	\$59	\$61	\$63	\$65	\$68
51-100	\$56	\$58	\$59	\$62	\$65
101-150	\$53	\$55	\$56	\$58	\$61
151-200	\$50	\$52	\$53	\$55	\$58
201 +	\$48	\$49	\$51	\$53	\$56



1C. UTAH STATE PRIMARY, ANALYTICAL, AND BRIEFS

Option 1C—State Primary, Analytical, and Briefs (Monthly Per User Per Eligible User Location Pricing)					
# of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1-25	\$72	\$74	\$76	\$79	\$83
26-50	\$69	\$71	\$73	\$76	\$80
51-100	\$66	\$68	\$70	\$73	\$76
101-150	\$62	\$64	\$66	\$68	\$72
151-200	\$59	\$61	\$63	\$65	\$68
201+	\$56	\$58	\$59	\$62	\$65

1D. NATIONAL PRIMARY

Option 1D—National Primary (Monthly Per User Per Eligible User Location Pricing)					
# of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1-25	\$83	\$85	\$88	\$92	\$96
26-50	\$79	\$81	\$84	\$87	\$92
51-100	\$75	\$77	\$80	\$83	\$87
101-150	\$71	\$73	\$75	\$78	\$82
151-200	\$68	\$70	\$72	\$75	\$79
201+	\$64	\$66	\$68	\$71	\$74

1E. NATIONAL PRIMARY AND STATE ANALYTICAL

Option 1E—National Primary and State Analytical (Monthly Per User Per Eligible User Location Pricing)					
# of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1-25	\$97	\$100	\$103	\$107	\$112
26-50	\$94	\$97	\$100	\$104	\$109
51-100	\$89	\$92	\$94	\$98	\$103
101-150	\$85	\$88	\$90	\$94	\$98
151-200	\$81	\$83	\$86	\$89	\$94
201+	\$77	\$79	\$82	\$85	\$89

1F. NATIONAL PRIMARY, STATE ANALYTICAL, AND STATE BRIEFS

Option 1F—National Primary, State Analytical, and State Briefs (Monthly Per User Per Eligible User Location Pricing)					
# of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1-25	\$107	\$110	\$114	\$118	\$124
26-50	\$104	\$107	\$110	\$115	\$120
51-100	\$99	\$102	\$105	\$109	\$115
101-150	\$94	\$97	\$100	\$104	\$109
151-200	\$89	\$92	\$94	\$98	\$103
201+	\$85	\$88	\$90	\$94	\$98

1G. WESTLAW CORE

1G. Westlaw Core (Monthly Per User Per Eligible User Location Pricing)					
# of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1-25	\$128	\$132	\$136	\$141	\$148
26-50	\$125	\$129	\$133	\$138	\$145
51-100	\$119	\$123	\$126	\$131	\$138
101-150	\$113	\$116	\$120	\$125	\$131
151-200	\$107	\$110	\$114	\$118	\$124
201+	\$102	\$105	\$108	\$113	\$118



OPTION 1—OPTIONAL ADD-ON CONTENT

If an Eligible User selects an Option 1 Legal Research package (1A-1G), the following optional separately-priced add-on libraries are available. For each add-on selected, the corresponding monthly per user charge will be added to the Legal Research package charge.

Optional Add-On Content (Monthly Per User Per Eligible User Location Pricing)					
Library Name	Year 1	Year 2	Year 3	Year 4	Year 5
PeopleMap Premier	\$74	\$76	\$79	\$82	\$86
All Analytical Library	\$23	\$24	\$25	\$26	\$27
UT Pleadings, Motions, and Memoranda Library	\$20	\$21	\$22	\$23	\$24
ALR, All AMJUR, and CJS	\$18	\$19	\$20	\$21	\$22
American Law Reports (ALR)	\$17	\$18	\$19	\$20	\$21
American Jurisprudence 2d (AMJUR)	\$15	\$16	\$17	\$18	\$19
Corpus Juris Secundum (CJS)	\$15	\$16	\$17	\$18	\$19
UT Briefs Plus	\$15	\$16	\$17	\$18	\$19
Law Reviews and Journals	\$11	\$12	\$13	\$14	\$15
RegulationsPlus	\$9	\$10	\$11	\$12	\$13
Municipal Practitioner Core	\$8	\$9	\$10	\$11	\$12
NewsRoom	\$5	\$6	\$7	\$8	\$9



Option 2—Law Enforcement & Investigative Research (Per Password)

2A. CLEAR BASIC

2A. CLEAR Basic PRO (Monthly Charge Per Eligible User Location Pricing)					
# of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1	\$79	\$81	\$84	\$87	\$92
2	\$137	\$141	\$145	\$151	\$159
3	\$182	\$187	\$193	\$201	\$211
4	\$239	\$246	\$254	\$264	\$277
5	\$290	\$299	\$308	\$320	\$336
6-7	\$415	\$427	\$440	\$458	\$481
8-10	\$557	\$574	\$591	\$615	\$645
11-15	\$668	\$688	\$709	\$737	\$774
16-20	\$870	\$896	\$923	\$960	\$1,008
21-25	\$1,048	\$1,079	\$1,112	\$1,156	\$1,214
26-30	\$1,239	\$1,276	\$1,314	\$1,367	\$1,435
31-35	\$1,410	\$1,452	\$1,496	\$1,556	\$1,633
36-40	\$1,611	\$1,659	\$1,709	\$1,777	\$1,866
41-45	\$1,691	\$1,742	\$1,794	\$1,866	\$1,959
46-50	\$1,859	\$1,915	\$1,972	\$2,051	\$2,154
51-55	\$2,066	\$2,128	\$2,192	\$2,279	\$2,393
56-60	\$2,188	\$2,254	\$2,321	\$2,414	\$2,535
61-65	\$2,333	\$2,403	\$2,475	\$2,574	\$2,703
66-70	\$2,513	\$2,588	\$2,666	\$2,773	\$2,911
71-75	\$2,651	\$2,731	\$2,812	\$2,925	\$3,071
76-80	\$2,784	\$2,868	\$2,954	\$3,072	\$3,225
81-85	\$2,818	\$2,903	\$2,990	\$3,109	\$3,265
86-90	\$2,884	\$2,971	\$3,060	\$3,182	\$3,341
91-95	\$2,940	\$3,028	\$3,119	\$3,244	\$3,406
96-100	\$3,039	\$3,130	\$3,224	\$3,353	\$3,521

2B. CLEAR ADVANCED

2B. CLEAR Advanced PRO (Monthly Charge Per Eligible User Location Pricing)					
# of Users	Year 1	Year 2	Year 3	Year 4	Year 5
1	\$174	\$179	\$185	\$192	\$202
2	\$298	\$307	\$316	\$329	\$345
3	\$393	\$405	\$417	\$434	\$455
4	\$510	\$525	\$541	\$563	\$591
5	\$615	\$633	\$652	\$679	\$712
6-7	\$791	\$815	\$839	\$873	\$916
8-10	\$1,053	\$1,085	\$1,117	\$1,162	\$1,220
11-15	\$1,359	\$1,400	\$1,442	\$1,499	\$1,574
16-20	\$1,755	\$1,808	\$1,862	\$1,936	\$2,033
21-25	\$2,096	\$2,159	\$2,224	\$2,313	\$2,428
26-30	\$2,499	\$2,574	\$2,651	\$2,757	\$2,895
31-35	\$2,822	\$2,907	\$2,994	\$3,114	\$3,269
36-40	\$3,205	\$3,301	\$3,400	\$3,536	\$3,713
41-45	\$3,354	\$3,455	\$3,558	\$3,701	\$3,886
46-50	\$3,652	\$3,762	\$3,874	\$4,029	\$4,231
51-55	\$3,881	\$3,997	\$4,117	\$4,282	\$4,496
56-60	\$4,110	\$4,233	\$4,360	\$4,535	\$4,761
61-65	\$4,520	\$4,656	\$4,795	\$4,987	\$5,236
66-70	\$4,723	\$4,865	\$5,011	\$5,211	\$5,472



2B. CLEAR Advanced PRO (Monthly Charge Per Eligible User Location Pricing)					
# of Users	Year 1	Year 2	Year 3	Year 4	Year 5
71-75	\$4,982	\$5,131	\$5,285	\$5,497	\$5,772
76-80	\$5,230	\$5,387	\$5,549	\$5,770	\$6,059
81-85	\$5,292	\$5,451	\$5,614	\$5,839	\$6,131
86-90	\$5,417	\$5,580	\$5,747	\$5,977	\$6,276
91-95	\$5,521	\$5,687	\$5,857	\$6,092	\$6,396
96-100	\$5,707	\$5,878	\$6,055	\$6,297	\$6,612



Option 3—Patron Access (Per Terminal)

This option provides access to state-specific cases and statutes via publicly accessible terminals.

STATE ESSENTIALS LIBRARY

3. Patron Access (Monthly Per Terminal Per Library Pricing)					
# of Terminals	Year 1	Year 2	Year 3	Year 4	Year 5
1-6	\$559	\$576	\$593	\$617	\$648

Please note: If an Eligible User should need legal content available on more than six terminals, West is willing to work with government agencies to provide a volume discount for purchases over six terminals, using Option 6 (Custom Packages).

Your West representative is Kristen Estrada (651- 244-6474, Kristen.estrada@thomsonreuters.com).



Option 4—Correctional (Per Terminal)

This option provides purchasing agencies a Westlaw content set for inmate use at correctional facilities:

ALL PRIMARY LAW WITH ANALYTICAL

Option 4—All Primary Law with Analytical(Monthly Per Terminal Per Facility Location Pricing)					
# of Terminals	Year 1	Year 2	Year 3	Year 4	Year 5
1 terminal	\$424	\$437	\$450	\$463	\$477
2 terminals	\$784	\$808	\$832	\$857	\$882
3 terminals	\$1,255	\$1,293	\$1,331	\$1,371	\$1,413
4 terminals	\$1,631	\$1,680	\$1,730	\$1,782	\$1,836
5 terminals	\$1,958	\$2,017	\$2,077	\$2,140	\$2,204

Please Note: If an Eligible User needs Westlaw for more than five terminals, West and the Eligible User will proceed under Option 6 (Custom Packages).

Your West representative is Kristen Estrada (651- 244-6474, Kristen.estrada@thomsonreuters.com).



Option 5—Solutions

SOLUTIONS

West provides access to a powerful suite of technology solutions designed specifically to help government legal professionals work more efficiently and more productively. These products integrate with Westlaw and other West products to form a robust set of tools (see Options 1A-1G and Option 6).

Eligible Users will select from several different packages of solutions products. For each Solution selected, the corresponding monthly per user charge will be added to the Eligible User's monthly charges.

Solutions (Monthly Per User Per Eligible User Location Pricing)					
Library Name	Year 1	Year 2	Year 3	Year 4	Year 5
Case Analysis Bundle	\$50	\$52	\$53	\$55	\$58
Case Analysis Premier	\$74	\$76	\$79	\$82	\$86
Drafting Assistant -Litigation	\$57	\$59	\$60	\$63	\$66
Drafting Assistant -Transactional	\$50	\$52	\$53	\$55	\$58
Drafting Assistant Litigation/Transactional Bundle	\$97	\$100	\$103	\$107	\$112
Case Analysis with Drafting Assistant	\$74	\$76	\$79	\$82	\$86
Case Analysis Premier with Drafting Assistant	\$99	\$102	\$105	\$109	\$115
West km Government Express	\$66	\$68	\$70	\$73	\$76

CONCOURSE

Concourse Matter Room for Government (Monthly Charge Per Seat Per Eligible User Location Pricing)					
# of Seats	Year 1	Year 2	Year 3	Year 4	Year 5
1-2	\$485	\$500	\$515	\$535	\$562
3-5	\$875	\$901	\$928	\$965	\$1,014
6-10	\$1,285	\$1,324	\$1,363	\$1,418	\$1,489
11-20	\$1,800	\$1,854	\$1,910	\$1,986	\$2,085
16-20	\$2,225	\$2,292	\$2,361	\$2,455	\$2,578
21-25	\$2,575	\$2,652	\$2,732	\$2,841	\$2,983
\$2,27126-30	\$2,825	\$2,910	\$2,997	\$3,117	\$3,273
31-35	\$3,000	\$3,090	\$3,183	\$3,310	\$3,476
36-40	\$3,155	\$3,250	\$3,347	\$3,481	\$3,655
41-50	\$3,445	\$3,548	\$3,655	\$3,801	\$3,991
51-60	\$3,725	\$3,837	\$3,952	\$4,110	\$4,315
61-80	\$4,300	\$4,429	\$4,562	\$4,744	\$4,982
81-100	\$4,870	\$5,016	\$5,167	\$5,373	\$5,642
101-150	\$6,300	\$6,489	\$6,684	\$6,951	\$7,299
151-200	\$7,730	\$7,962	\$8,201	\$8,529	\$8,955
201-250	\$9,155	\$9,430	\$9,713	\$10,101	\$10,606
251-300	\$10,585	\$10,903	\$11,230	\$11,679	\$12,263
301-400	\$13,440	\$13,843	\$14,258	\$14,829	\$15,570
401-500	\$16,300	\$16,789	\$17,293	\$17,984	\$18,884
501-600	\$19,160	\$19,735	\$20,327	\$21,140	\$22,197
601-700	\$22,015	\$22,675	\$23,356	\$24,290	\$25,504
701-800	\$24,870	\$25,616	\$26,385	\$27,440	\$28,812
801-900	\$27,725	\$28,557	\$29,413	\$30,590	\$32,119
901-1,000	\$30,590	\$31,508	\$32,453	\$33,751	\$35,439
1,001-1,250	\$37,730	\$38,862	\$40,028	\$41,629	\$43,710
1,251-1,500	\$44,875	\$46,221	\$47,608	\$49,512	\$51,988
1,501-99,999	\$59,160	\$60,935	\$62,763	\$65,273	\$68,537



Concourse Legal Hold for Government (Monthly Charge Per Eligible User Location Pricing)					
# of Legal Holds	Year 1	Year 2	Year 3	Year 4	Year 5
1-2	\$120	\$124	\$127	\$132	\$139
3-5	\$240	\$247	\$255	\$265	\$278
6-10	\$390	\$402	\$414	\$430	\$452
11-20	\$540	\$556	\$573	\$596	\$626
21-35	\$780	\$803	\$828	\$861	\$904
36-50	\$990	\$1,020	\$1,050	\$1,092	\$1,147
51-75	\$1,230	\$1,267	\$1,305	\$1,357	\$1,425
76-100	\$1,460	\$1,504	\$1,549	\$1,611	\$1,691
101-150	\$1,760	\$1,813	\$1,867	\$1,942	\$2,039
151-200	\$2,030	\$2,091	\$2,154	\$2,240	\$2,352
201-250	\$2,280	\$2,348	\$2,419	\$2,516	\$2,641
251-300	\$2,520	\$2,596	\$2,673	\$2,780	\$2,919
301-400	\$2,820	\$2,905	\$2,992	\$3,111	\$3,267
401-500	\$3,060	\$3,152	\$3,246	\$3,376	\$3,545
501-750	\$3,660	\$3,770	\$3,883	\$4,038	\$4,240
751-1,000	\$4,170	\$4,295	\$4,424	\$4,601	\$4,831
1,001-99,999	\$4,620	\$4,759	\$4,901	\$5,097	\$5,352



Option 6—Custom Packages

6A. PROS/GOVERNMENT SELECT

West PRO and Government Select Library Collections are pre-packaged slices of content that allow Eligible Users to purchase specific collections of online, print, and solutions content to meet their unique needs. Eligible users will receive a discount off the then-current retail pricing from our entire catalog of West PRO and Government Select library collections for a multi-year commitment. West PRO and Government Select library collections are a great alternative option for agencies that have unique research needs and must access content that is not available under Options 1–5.

6B. ELIGIBLE USER-SPECIFIC PACKAGES

When an Eligible User's needs cannot be met by the pricing options outlined in Options 1–5 or 6A, West and the Eligible user will customize a package tailored to an Eligible User's unique needs. Price schedules are not available under this option. Pricing will be negotiated between the Eligible User and West based on the customized content.

Please contact your West representative, Kristen Estrada (651- 244-6474, Kristen.estrada@thomsonreuters.com).



When your Minimum Term terminates, the following will apply:

Government Subscribers Post-Minimum Term. If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to then current retail rate. Thereafter, we may modify the Monthly Charges after 30 days notice. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel in writing 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

	West LegalEdcenter Products Subscriptions	
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Monthly Charges begin on the date we process your order and will continue for a Minimum Term of 12 complete calendar months. You are also responsible for Excluded Charges. Excluded Charges are charges for West LegalEdcenter programs which are not included in the Online CLE Pass. Excluded Charges will be billed at our then current rate via credit card billing.

Initial below for a longer Minimum Term.

_____ **24 month Minimum Term.** Monthly Charges for the second 12 months will be _____% over the first 12 months

_____ **36 month Minimum Term.** Monthly Charges for the second 12 months will be _____% over the first 12 months; Monthly Charges for the third 12 months will be _____% over the second 12 months

Post Minimum Term. Your West LegalEdcenter subscription, not part of a WestlawPRO Select, will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to the then current retail rate

Either of us may cancel effective at the end of the Minimum Term or any time thereafter on 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

_____ **West LegalEdcenter annual billing (please check if requested)**

	CD-ROM Products	
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Monthly Charges for CD-ROM Products subscriptions with Westlaw access begin on the date we process your order and continue for a Minimum Term of 12 complete calendar months. If you have an existing Per User CD-ROM license and are adding additional users with this Order Form, the Minimum Term in your underlying Order Form will apply.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates, replacement or supplemental CD-ROMs and online updates. If your CD-ROM product includes Westlaw access, note that Westlaw charges may be modified after 30 days written or online notice.

_____ **Initials for Post Minimum Term Subscription Services.** I request that West continue to provide subscription services for the CD-ROM Products listed above after the Minimum Term. Your CD-ROM Products subscriptions will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to our then current retail rate.

Your West sales representative will provide frequency of updates upon request. For transportation charges, returns and refunds see Miscellaneous below

Either of us may cancel effective at the end of the Minimum Term or any time thereafter on 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

_____ **CD-ROM/DVD annual billing (please check if requested)**

	Banded Products Subscriptions	
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You have _____ attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students for the banded products you selected to license or purchase in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

Internal Corporate Use Only	BND
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Technical Contacts for Westlaw Patron Access, Campus Research and Thomson Innovation Administrator

Technical Contact Name (please print): _____

Telephone: _____

E-Mail Address: _____

Current Account #: _____

Patron Access: IP Address: _____
One IP Address per terminal Additional pages may be attached if needed

Campus Research: IP Address Range _____

* Orders submitted without IP Address information may delay set up and access

____ Subscriber Initials _____ Terminals will be used for Patron Access (not required for Campus Research).

____ Subscriber Initials _____ Concurrent users will be used for Patron Access (not required for Campus Research).

Contact us to increase the number of publicly accessible terminals or concurrent users. We reserve the right to increase your charges if we learn that you have increased the number of publicly accessible terminals without first contacting us.

For Internal Office Use Only

OF Instructions: Max Concu = # of terms/Eml to WTC/Blk Ancil/1 term = 5 atty = 1 pw/Tech cont = 59

Thomson Innovation Administrator Name (please print): _____

E-Mail Address: _____

Online/Practice Solutions/Software Renewals

Sub Matl #	Online/Practice Solutions/Software Products	Current Monthly Charges*

Notes: This Order Form is subject to the terms and conditions of the Utah State Cooperative Agreement # MA2123.

* Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Charges shown above.

Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or Practice Solutions services that are not included in your subscription. Excluded Charges may change after 30 days written or online notice.

Initial below to select the Renewal Term.

____ **12 month Renewal Term.** Monthly Charges for the first 12 months will be ____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term.

____ **24 month Renewal Term.** Monthly Charges for the first 12 months will be ____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be ____% over the first 12 months.

____ **36 month Renewal Term.** Monthly Charges for the first 12 months will be ____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be ____% over the first 12 months; Monthly Charges for the third 12 months will be ____% over the second 12 months.

When this Renewal Term expires the following will apply.

Government Subscribers Post-Renewal Term. If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Renewal Term, and your Monthly Charges will be billed at up to the then current retail rate. Thereafter, we may modify the Monthly Charges after 30 days notice. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel in writing 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

		Passwords and QuickView+						
Last Name	First Name, M.I.	Jdg	Clrk	Atty	Lib	Para	Other	Product(s)

QuickView is provided as a service to you for estimating your Westlaw charges. Actual charges billed may vary from QuickView+ due to discounts you receive or other charges, such as taxes. <https://www.quickview.com>

Identify which Westlaw password holder you would like to have Quickview+ access:

Last Name _____ First Name _____ E-mail _____

		Print/CD-ROM Products				
Full Svc #	Print/CD-ROM Products	Quantity	List Charges	Other	Charges	Print Subscription Service (y/n)

Notes: This Order Form is subject to the terms and conditions of the Utah State Cooperative Agreement # MA2123.

Total Charges \$ _____

Initial for Subscription Services. I request West to provide subscription services for the print and/or CD-ROM products designated above. Print and/or CD-ROM subscription services include automatic shipments. For print subscriptions you will receive automatic shipments of updates and supplements, such as pocket parts, pamphlets, replacement volumes or loose-leaf pages and will be billed or auto-charged or debited (if separately authorized) at our then current rate. For CD-ROM subscriptions you will receive automatic shipments of updates and supplements and will be billed or auto-charged or debited (if separately authorized) at our then current rate.

Your West sales representative will provide frequency of updates upon request. Transportation charges, return and refund information is in the Miscellaneous section below.

Subscription services will continue until cancelled by either party at any time in writing. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

		Online/CD-ROM Products to be Lapsed		
Full Svc #	Online/CD-ROM Products			# of Passwords

Notes: This Order Form is subject to the terms and conditions of the Utah State Cooperative Agreement # MA2123.

		Westlaw Roaming Access		
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If you access Westlaw regulated data, you receive roaming access by default. Roaming access permits users located outside your designated IP address range to access Westlaw regulated data. We may block roaming access at our option. You may choose to block roaming access by initialing below.

Initial to block roaming access _____

	Miscellaneous	
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1. **Charges, Payments & Taxes** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees

2. **Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

3. **Excluded Charges.** If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf> and <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caselogistix.pdf>. Excluded Charges may change after 30 days written or online notice. Modification of Excluded Charges or Schedule A rates is not a basis for termination under Term, Termination of the General Terms and Conditions.

4. **Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

5. **Returns and Refunds.** You may return a print or CD-ROM/DVD product to us within 45 days of the original shipment date if you are not completely satisfied. Different policies apply to print products you receive as part of a program such as Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack and WestPack. Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

6. **Transportation Charges.** Print and CD-ROM/DVD products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rate.

7. **Applicable Law.** This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

8. **General Terms and Conditions,** located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf>, apply to all products ordered, purchased or licensed on this Order Form except print. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

9. **Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Hosted Practice Solutions
- CD-ROM Products / DVD products
- West LegalEdcenter
- West km software
- Westlaw Doc & Form Builder
- Time and Billing
- Westlaw Patron Access
- Westlaw Paralegal
- Campus Research
- ProView eBooks

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name _____

Title _____

Date _____

Signature X _____

For Credit Card Transactions only:		Visa _____	Master Card _____	Am Ex _____
Card # _____	Expir. Date _____	Total Amt. to Charge for this Order _____		
Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.				

For Internal Use Only (Rep to complete for telephone print orders only) By signing and completing below the Rep certifies that he/she discussed subscription terms with Subscriber and has initialed the subscription services sections above on behalf of the Subscriber.	
Date: _____	Time: _____
Name of Customer Placing Order _____	
Signature of Rep: _____	

Attachment E



THOMSON REUTERS

**Addendum to West Order Form
48 or 60 Month Minimum Term-New Sales Only**

Subscriber: _____

Account #: _____

1. **Effect of Addendum.** The underlying West Order Form between you and West ("us") is amended to incorporate the terms of this Addendum. As amended, the agreement will remain in full force and effect according to its terms and conditions. All terms used in this Addendum will have the meanings given to them in the West Order Form. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. If there is a conflict between the terms and conditions of the West Order Form and the terms and conditions of this Addendum, the terms and conditions of this Addendum will control.

2. **Modification to Order Form.**

_____ **Your Initials for 48 Month Minimum Term** You agree to commit to a Minimum Term of 48 months and the Monthly Charges for the second 12 months not to increase by more than _____% over the Monthly Charges for the initial 12 months and the Monthly Charges for the third 12 months not to increase by more than _____% over the Monthly Charges for the second 12 months and the Monthly Charges for the fourth 12 months not to increase by more than _____% over the Monthly Charges for the third 12 months.

_____ **Your Initials for 60 Month Minimum Term** You agree to commit to a Minimum Term of 60 months and the Monthly Charges for the second 12 months not to increase by more than _____% over the Monthly Charges for the initial 12 months and the Monthly Charges for the third 12 months not to increase by more than _____% over the Monthly Charges for the second 12 months and the Monthly Charges for the fourth 12 months not to increase by more than _____% over the Monthly Charges for the third 12 months and the Monthly Charges for the fifth 12 months not to increase by more than _____% over the Monthly Charges for the fourth 12 months.

Except as modified in this Addendum, all other terms and conditions of the Order Form will remain unchanged.

Attachment F

WEST ORDER FORM - CLEAR SERVICES

610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/687-8000



THOMSON REUTERS

<p>Check West account status below as applicable: Rep Name & Number _____</p> <p>New ____ (NACI Form attached)</p> <p>Existing with no changes ____ Existing with changes ____ (Permanent name change must attach a Customer Name Change Form)</p> <p>Does Subscriber have an existing West account?</p> <p><input type="checkbox"/> Yes If yes, please provide West account number _____</p> <p><input type="checkbox"/> No _____</p>		*** R E Q U I R E D ***	
<p>Acct # _____ Quote # _____ PO # _____ Date _____</p> <p>Name/Subscriber _____ Bill To Acct # _____</p> <p>Order Confirmation Contact Name _____</p> <p>E-Mail _____</p> <p>CLEAR Contact Name (for delivery of Registration Keys. Individual users will also receive their Registration Keys if their e-mail addresses are provided) _____</p> <p>E-Mail _____ Telephone _____</p> <p>CLEAR Primary Account Contact Name (general business contact) _____</p> <p>E-Mail _____ Telephone _____</p>			
<p>Permanent Address Change ____ One-Time Ship To ____ Additional Ship To ____ Additional Bill To ____</p> <p>Name _____ Attn: _____</p> <p>Address _____ Suite/Floor _____</p> <p>City _____ State _____ County _____ Zip _____</p>			I F N E E D E D
<p>CLEAR Fixed Rate</p>			

Full Svc #	CLEAR Products	Quantity *	Monthly Banded/ Base Rate	Per User Rate	Other	Total Monthly Charges

* Fill in the maximum number of Users, Alerts, Seats

Notes:
 This Order Form is subject to the terms and conditions of the Utah State Cooperative Agreement # MA2123.

Total Monthly Charges \$ _____

Monthly Charges begin on the date West Publishing Corporation ("West", "we" or "our") processes your order and continue for a Minimum Term of 12 complete calendar months. Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are charges for accessing CLEAR services data that is not included in your subscription. Excluded Charges may change after 30 days written or online notice.

If you are a corporation accessing CLEAR Services on your own behalf and on behalf of any government agency or entity, you must sign separate agreements for each use case and be credentialed separately for each use case. If you have an existing Per User CLEAR license and are using this Order Form to add additional users, the Minimum Term in your underlying Order Form will apply.

If the transactional value of your CLEAR usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon 30 days written or online notice.

Initial below for a longer Minimum Term.

___ 24 month Minimum Term Monthly Charges for the second 12 months will be ___% over the first 12 months.

___ 36 month Minimum Term Monthly Charges for the second 12 months will be ___% over the first 12 months; Monthly Charges for the third 12 months will be ___% over the second 12 months.

Government Subscribers Post-Minimum Term. If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to our then current rate. Thereafter, we may modify the Monthly Charges after 30 days notice. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel in writing 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

	Enterprise Law Enforcement Subscribers	
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You certify that you have up to ___ sworn officers in your employ at this location. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

	CLEAR Batch Transactional	
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Full Svc #	CLEAR Batch Products	# of Users	Other

Notes:

Access to CLEAR Batch Transactional begins on the date we process your order and continues for 12 complete calendar months. You may select a longer Minimum Term by initialing below. CLEAR Batch Transactional charges are assessed when you access CLEAR Batch. To apply CLEAR Batch charges to a specific month, the batch request must be submitted at least five (5) business days prior to the end of the month. Transactional charges are calculated based upon our then current Schedule A rate. Schedule A rates may change upon 30 days written or online notice.

Initial below for a longer Minimum Term.

___ 24 Month Minimum Term.

___ 36 month Minimum Term.

Government Subscribers Post-Minimum Term. If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Minimum Term. Schedule A rates may change after 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P O Box 64833, Eagan MN 55123-1803

Automatic Renewal for Non-Government Subscribers Only. If you are a non-government customer, your subscription will automatically renew at the end of its Minimum Term. Schedule A rates may change after 30 days written or online notice. Either of us may cancel the renewal in writing 30 days before a renewal period starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P O Box 64833, Eagan MN 55123-1803

Office Use Only
OF instruct: Enter a discount of 100% - in the Condition Group 1 field on Additional Data A tab.

	CLEAR Window	
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Full Svc #	CLEAR Window Products	# of Users	List	Other	Monthly Charges	Monthly Window

Notes:

Monthly Charges begin on the date we process your order and continue for a Minimum Term of 12 complete calendar months. Monthly Charges are due regardless of the level of your usage. CLEAR transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges, you are responsible for CLEAR transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then current Schedule A rate. You are also responsible for all Excluded Charges. Schedule A rates may change upon 30 days written or online notice.

If you are a corporation accessing CLEAR Services on your own behalf and on behalf of any government agency or entity, you must sign separate agreements for each use case and be credentialed separately for each use case.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Initial below for a longer Minimum Term.

_____ **24 month Minimum Term** Monthly Charges for the second 12 months will be _____% over the first 12 months.

_____ **36 month Minimum Term** Monthly Charges for the second 12 months will be _____% over the first 12 months; Monthly Charges for the third 12 months will be _____% over the second 12 months.

Government Subscribers Post-Minimum Term. If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Minimum Term and your Monthly Charges will be billed at up to our then current rate. Thereafter, we may modify the Monthly Charges after 30 days notice. The Monthly Window will remain unchanged. Schedule A rates may change after 30 days written or online notice. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 0% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. The Monthly Window will remain unchanged. Schedule A rates may change after 30 days written or online notice. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel in writing 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Subscriber Certification Section	
Required for all accounts that interact with, manage or house inmates or detainees.	
Subscriber Certifications must be completed for every order, including renewals.	
By initialing below, Subscriber certifies its understanding and acceptance of the security limits of CLEAR and responsibility for controlling product, Internet and network access:	
_____	Subscriber's Initials. Functionality of CLEAR cannot and does not limit access to non-West Internet sites. It is Subscriber's responsibility to control access to the Internet.
_____	Subscriber's Initials. Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the CLEAR URL. Subscriber will design, configure and implement its own security configuration.
_____	Subscriber's Initials. Subscriber will not use any Data nor distribute any Data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.
_____	Subscriber's Initials. Subscriber will only access CLEAR for administrative or internal business purposes. All use will fully comply with the following restrictions: <ul style="list-style-type: none"> • In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to CLEAR or CLEAR data. • Terminals with CLEAR access, access credentials, and CLEAR data will be in secured locations that do not provide inmate/detainee access. • No access shall be outsourced or otherwise provided to third parties. • Subscriber is solely responsible for ensuring that sensitive information is not made available beyond its stated permissible use.

IP Address Section Only External IP Address(es) or Range(s) Must Be Provided		
<p>Valid External IP Addresses or IP Ranges belonging to your organization and meeting the following requirements <u>must</u> be provided for all CLEAR orders:</p> <ul style="list-style-type: none"> • IP Addresses assigned to jurisdictions outside the United States or West approved U.S. Territories are prohibited. • IP Addresses will not be accepted from the following ranges which are reserved by the Internet Assigned Numbers Authority for special use or private networks: 10.0.0.0 - 10.255.255.255, 127.0.0.0- 127.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 - 192.168.255.255, 169.254.0.0 - 169.254.255.255. • All IP addresses must be IPv4 addresses. <p><i>Permissible IP Address(es) will be those provided below as well as any previously provided IP Address(es) for this Subscriber</i></p> <p>Subscriber's Internet Service Provider Name _____</p> <p>Provide IP Address(es) or IP Address Range(s) below Additional page(s) may be attached if needed</p> <p>Beginning IP Address _____ Ending IP Address _____</p> <p>Beginning IP Address _____ Ending IP Address _____</p> <p>CLEAR Subscribers may receive roaming access to CLEAR by default. Roaming access permits use outside your designated IP Address/Range. We may, at our option, block roaming access.</p> <p><u>Initial here</u> if you would like us to block roaming access.</p> <p>If you do not know your company's external IP address(s), try the following:</p> <ol style="list-style-type: none"> 1. Contact your network administration, firewall or security team 2. Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.) 3. Go to the following URL in your browser: http://tools.whois.net/yourip/ or http://www.whatismyip.com to identify your external IP address (NOTE: If you have multiple IP addresses, this tool will only detect one IP address) <p>Technical Contact for CLEAR Products (if applicable) (Contact for IP Address Issues)</p> <p>Name (please print) _____</p> <p>Telephone _____</p> <p>E-Mail _____</p>		R E Q U I R E D
		I F A P P L I C A B L E

CLEAR Users, My Account Administrator and Authorized QuickView+ User

Last Name	First Name	E-mail Address	CLEAR Products	IN	AD	AN	SV	TC

If necessary, use additional pages and include full name, email address, and user type.

User Type Key	IN = Investigator AD = Administrator AN = Analyst	SV = Supervisor TC = Technical
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My Account is provided as a service to you for user management:

Last Name _____ First Name _____ E-Mail _____
(Required)

QuickView+ is provided as a service to you for estimating your charges. Actual charges billed may vary from Quickview+ due to discounts you receive or other charges, such as taxes. <https://www.quickview.com> Identify which password holder you would like to have Quickview+ access.

Last Name _____ First Name _____ E-Mail _____
(Required)

	CLEAR Fixed Rate Renewals	
Subscriber Certification Section must also be completed for all Subscribers that interact with, manage, or house inmates or detainees.		

Sub Mail #	CLEAR Products	Current Monthly Charges*

Notes This Order Form is subject to the terms and conditions of the Utah State Cooperative Agreement # MA2123.

* Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Charges shown above.

Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing services that are not included in your subscription. Excluded Charges may change after 30 days written or online notice.

If the transactional value of your CLEAR usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon 30 days written or online notice.

Initial below for Renewal Term.

_____ **12 month Renewal Term.** Monthly Charges for the first 12 months will be _____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term.

_____ **24 month Renewal Term.** Monthly Charges for the first 12 months will be _____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be _____% over the first 12 months.

_____ **36 month Renewal Term.** Monthly Charges for the first 12 months will be _____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be _____% over the first 12 months; Monthly Charges for the third 12 months will be _____% over the second 12 months.

Government Subscribers Post-Renewal Term. If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Renewal Term, and your Monthly Charges will be billed at up to our then current rate. Thereafter, we may modify the Monthly Charges after 30 days notice. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel in writing 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

	CLEAR Window Renewals	
Subscriber Certification Section must also be completed for all Subscribers that interact with, manage, or house inmates or detainees.		

Sub Mail #	CLEAR Products	Current Monthly Charges*

Notes
This Order Form is subject to the terms and conditions of the Utah State Cooperative Agreement # MA2123.

* Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before this Renewal Term starts. This amount may be different from the Current Monthly Charges shown above.

Renewal Term Monthly Charges are due regardless of the level of your usage. The Monthly Window will remain unchanged. CLEAR transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window. You are responsible for CLEAR transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rate. You are also responsible for all Excluded Charges. Schedule A rates may change upon 30 days written or online notice.

To apply CLEAR charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month

Initial below for Renewal Term.

_____ **12 month Renewal Term.** Monthly Charges for the first 12 months will be _____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term.

_____ **24 month Renewal Term.** Monthly Charges for the first 12 months will be _____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be _____% over the first 12 months.

_____ **36 month Renewal Term.** Monthly Charges for the first 12 months will be _____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be _____% over the first 12 months; Monthly Charges for the third 12 months will be _____% over the second 12 months

Government Subscribers Post-Minimum Term. If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Minimum Term and your Monthly Charges will be billed at up to our then current rate. Thereafter, we may modify the Monthly Charges after 30 days notice. The Monthly Window will remain unchanged. Schedule A rates may change after 30 days written or online notice. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length and include a 0% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. The Monthly Window will remain unchanged. Schedule A rates may change after 30 days written or online notice. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel in writing 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

	CLEAR Products to be Lapsed	
Full Svc #	CLEAR Products	

	Miscellaneous	
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1. Charges, Payments & Taxes You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

2. Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

3. Excluded Charges and Schedule A rates. If you access CLEAR services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf>. Excluded Charges may change after 30 days written or online notice. Modification of Excluded Charges or Schedule A rates is not a basis for termination under Term, Termination of the General Terms and Conditions.

4. Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

5. Returns and Refunds. You may return a print or CD-ROM/DVD product to us within 45 days of the original shipment date if you are not completely satisfied. Different policies apply to print products you receive as part of a program such as Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack and WestPack. Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

6. Applicable Law. This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

7. General Terms and Conditions, located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf>, apply to all products ordered, purchased or licensed on this Order Form except print. In the event of a conflict between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber

Printed Name _____
 Title _____
 Date _____
 Signature X _____

For Credit Card Transactions only:		Visa _____ Master Card _____ Am Ex _____
Card # _____	Expir. Date _____	Total Amt. to Charge for this Order _____
Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.		

Attachment G

**Account Validation and Certification (AVC) Form
Westlaw and CLEAR (Government)**



THOMSON REUTERS

Subscriber Information		REQUIRED
Account Number (if applicable) _____		
Full Legal Name/Entity _____		
Business Unit/Dept/Agency _____		
The applicant's address below is (please check one) <input type="checkbox"/> a Commercial Location <input type="checkbox"/> a Residence (i.e. a home-based business)		
Street Address _____		
City _____ Country (if not US) _____		
State _____ Zip _____		
Main Organization Telephone _____ Location/Contact/Ext Telephone _____		
E-Mail Address _____ Website _____		
Cell Phone (if no land line available) _____ <input type="checkbox"/> Check here if no website available		
ACCOUNT TYPE SECTION Select the applicable type and continue to next step		

Select Type of Government

- US – Federal
- US – State
- US – Local
- Tribal Government
- Other Government (please describe) _____

Select Type of Academic Institution

- Privately Funded Academic Institution (non-govt funded)
- Government Funded Academic Institution

Do Subscriber's end users have arrest powers? No Yes

Will data be used to help collect consumer debt (i.e., financial obligations of a consumer relating to a transaction for personal, family, or household purpose)? No Yes

Is Subscriber requesting access to the Social Security Administration Death Master File ("DMF"), which includes date of birth, social security number, and full date of death for deceased individuals within three years of death ("Limited Access DMF")? No Yes

Is Subscriber requesting access to Utility data? No Yes*

**If yes, Subscriber may need to successfully complete an onsite inspection.*

Site Inspection contact. Site inspections may be required if you are requesting access to Utility data or otherwise required by a third party data provider.	
Name _____	Telephone Number _____

Unethical or Illegal Activities

Subscriber certifies that it is NOT involved in credit fraud, identification theft, stalking, harassment, any unethical business practices or illegal activity nor has it worked to further such activities of its customers, nor is it on the U S Treasury Department Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List

Multiple Locations/Branches/Subsidiaries

Please check here if Subscriber is subscribing to services for use at multiple locations and attach the completed Addendum to Account Validation and Certification Form-Multiple Locations ("Addendum") Subscriber certifies that the Account Type and Privacy Compliance information provided in this AVC Form applies to all locations set forth in the Addendum and that the location information set forth in the Addendum is complete and accurate

Permissible Use under Gramm Leach Bliley Act

Subscriber's use of the data is limited by the U S Gramm-Leach-Bliley Act (15 U S C 6801 et seq) and can only be used for specific non-FCRA (Fair Credit Reporting Act) purposes Please indicate below (check box) which permissible use(s) will apply to your research needs *At least one permissible use must be selected to be granted access or the Subscriber must select the non-permissible use.*

- Subscriber certifies there is no permissible use
- For use by a person holding a legal or beneficial interest relating to the consumer
- For use in complying with federal, state, or local laws, rules, and other applicable legal requirements
- For use as necessary to effect, administer, or enforce a transaction requested or authorized by the consumer
- For use in complying with a properly authorized civil, criminal, or regulatory investigation, subpoena, or summons by federal, state, or local authorities
- For use to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability

- For use by any Law Enforcement Agency, self regulatory organizations or for an investigation on a matter related to public safety
- To persons acting in a fiduciary or representative capacity on behalf of the consumer.
- For required institutional risk control or for resolving consumer disputes or inquiries.
- With the consent or at the direction of the consumer.

Permissible Use under Drivers Privacy Protection Act

Subscriber's use of the data is limited by the U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.) and can only be used for specific non-FCRA (Fair Credit Reporting Act) purposes. Please indicate below (check box) what permitted use(s) will apply to your research needs:

At least one permissible use must be selected to be granted access or the Subscriber must select the non-permissible use:

- Subscriber certifies there is no permissible use.
- For official use by a Court, Law Enforcement Agency or other Government agency.
- To verify or correct information provided to you by a person in order to prevent fraud, pursue legal remedies or recover a debt, skip tracing.
- For use in connection with a civil, criminal or arbitral legal proceeding or legal research.
- For use in connection with an insurance claims investigation or insurance antifraud activities.

Permissible Use and Certification under the Bipartisan Budget Act of 2013 to Limited Access DMF

Subscriber's use of the Limited Access DMF (as defined above) is controlled by the U.S. Bipartisan Budget Act of 2013 (42 U.S.C. §1306 et seq) and can only be used for specific non-FCRA purposes. Please indicate below (check box) which permissible use(s) will apply to your research needs. *At least one permissible use must be selected to be granted access or the Subscriber must select the no permissible use.*

- Subscriber certifies there is no permissible use.
- For a legitimate fraud prevention purpose
- For legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty

In addition, Subscriber understands and agrees that its ongoing access to the Limited Access DMF is contingent upon Subscriber maintaining certain security standards. Subscriber certifies that it will implement and at all times maintain a comprehensive information security program that contains appropriate administrative, technical and physical safeguards, which safeguards shall include the elements set forth in 16 C.F.R. §314.4 and shall be reasonably designed to (i) insure the security and confidentiality of the information provided by Reseller, (ii) protect against any anticipated threats or hazards to the security or integrity of such information, and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer. Subscriber further certifies that it will not make the Limited Access DMF available to any person or entity that does not meet the requirements to be a Certified Person as set forth in 15 C.F.R. §1110.102 and that each end user that accesses the Limited Access DMF on behalf of or through Subscriber will only do so if he/she has a permissible use. **IF REQUIRED BY A GOVERNMENT AGENCY, SUBSCRIBER AGREES TO BE PROPERLY CERTIFIED PRIOR TO UTILIZING THE LIMITED ACCESS DMF AND WILL PROVIDE A COPY OF SUCH CERTIFICATION TO WEST UPON ITS REQUEST.**

	UNMASKED OR FULL DISPLAY OF SENSITIVE PERSONAL INFORMATION SECTION Qualified Accounts Only	
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Complete the below section if Subscriber requests unmasked or full display of full Security Numbers, Day of Date of Birth and/or Driver's License Wallet

- Subscriber IS NOT requesting unmasked or full display of Sensitive Personal Information.
- Subscriber IS requesting unmasked or full display of Sensitive Personal Information.

WEST PUBLISHING CORPORATION ('WEST') – AUTHORIZED SENSITIVE PERSONAL INFORMATION DISPLAY POLICY: West seeks to balance overall individual privacy needs and concerns with the legitimate personal information needs of specific entities as allowed within the provisions of the U.S. Gramm Leach Bliley Act (15 U.S.C. § 6821 et seq.) (U.S. GLB), U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq) (U.S. DPPA) U.S. Bipartisan Budget Act of 2013 (42 U.S.C. §1306 et seq.), and other applicable laws. As a general rule, sensitive data on West Public Records Databases is truncated. In order to help ensure that access to authorized unmasked and full display of sensitive data is warranted, West requires validation on a regular basis as necessary for each account requesting access to unmasked and full display of sensitive personal information to certify that the unmasked and full display of personal information is needed, and will only be used in connection with legitimate business. West, in its sole discretion, reserves the right to discontinue access to unmasked and full display of personal information.

CLEAR Subscribers: All CLEAR Users on this account will be granted access to the same type of sensitive personal information upon approved credentialing.

Westlaw Subscribers: Only those Westlaw users listed below will be granted access the sensitive personal information.

Please provide the names and passwords of those individuals for which unmasked access should be added or removed. Use additional page with the information below if needed.

Westlaw User			
Last Name	First name	Password (applicable only if active subscriber)	Add or Remove

Appropriate Use Standard & Information Protection Affirmation

Any access to or use of Personal Information (as defined in your Research Subscriber Agreement) must be in accordance with all applicable law. No individual shall access records that require a permissible use unless such a use exists. It is your responsibility to seek guidance and clarification in case of any question about the proper use of West resources, including but not limited to the use of Personal Information. All of Subscriber's end users must adhere to these requirements. **SUBSCRIBER SHALL BE FULLY RESPONSIBLE FOR ANY UNAUTHORIZED COLLECTION, ACCESS, USE, AND DISCLOSURE OF PERSONAL INFORMATION SUBJECT TO THIS AGREEMENT.** Without limiting the foregoing, Subscriber shall employ appropriate administrative, physical, and technical safeguards in order to sufficiently protect the Personal Information and information assets and resources in question. Subscriber shall immediately notify West of any Information Protection Incident (as defined in your Research Subscriber Agreement) that may result in the unauthorized collection, access, use or disclosure of Personal Information. Subscriber shall make all reasonable efforts to assist West in relation to the investigation and remedy of any such Information Protection Incident and any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized access, use or disclosure of Personal Information. For purposes of its obligations hereunder, the acts or omissions of Subscriber's employees, shall also be deemed the acts or omissions of Subscriber.

Fair Credit Reporting Act (FCRA) Use Prohibited

Subscriber certifies that it has read, understands and will comply with the terms of the Research Subscriber Agreement including in particular (but not limited to) the Data Usage Restrictions. Subscriber understands that West is not a Consumer Reporting Agency and Subscriber will not use any Westlaw/CLEAR Data for any purpose regulated by the U.S. Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) or any similar statute.

By signing below, you acknowledge that you and all authorized persons under your account(s) agree to limit the use of this information, as described above, and to comply with the provisions of the U.S. Gramm Leach Bliley Act (15 U.S.C. § 6821 et seq.) (U.S. GLB), U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.) (U.S. DPPA), U.S. Bipartisan Budget Act of 2013 (42 U.S.C. §1306 et seq), and all other applicable federal, state, and local laws, rules, and regulations.

You further certify that you are authorized to execute this Account Validation and Certification Form on behalf of the Subscriber listed above and that statements you have provided in this form are true and correct. Further, you agree to the terms and conditions set forth in this form and understand that you may periodically be required to re-certify information provided herein.

AUTHORIZED REPRESENTATIVE FOR CERTIFICATION

Printed Name _____
Title _____
Date _____
Signature X _____

Once this document is completed and signed by an authorized representative of the Subscriber, please provide it to your West Sales Consultant with a signed order or fax to 866-294-1042 or email to west.avtcredentials@thomson.com

All information is subject to verification and approval by West

SOLE SOURCE REQUEST FORM

ALL SOLE SOURCE REQUESTS OVER \$1,000 MUST BE PRE-APPROVED BY STATE PURCHASING, UNLESS R33-4-104 OF THE ADMINISTRATIVE RULES APPLIES TO THE PROCUREMENT.

- Email this completed form along with a copy of the total cost from the vendor to purchasingsolesource@utah.gov prior to contract creation.
- A Sole Source Procurement is appropriate if the State Purchasing determines in writing that: (a) there is only one source for the procurement item; (b) the award to a specific supplier, service provider, or contractor is a condition of a donation that will fund the full cost of the supply, service, or construction item; or (c) the procurement item is needed for trial use or testing to determine whether the procurement item will benefit the procurement unit.
- An urgent or unexpected circumstance or requirement for a procurement item does not justify the award of sole source procurement.
- Complete each section and provide as much information as needed to fully respond. Please click on the grey fields to insert your information. Use your tab key to advance to the next field. Please complete all fields below.
- Requests missing information will be rejected and returned to requestor for completion.
- Please provide a copy of the terms and conditions you provided to the vendor to State Purchasing, if any.

The first two pages will not be posted; however, all of the subsequently numbered pages may be posted, as is, for public notice and comment. Please be complete in your answers and use correct grammar and spelling.

For Technology Contracts or Purchase Orders Only:

All Information Technology (IT) Sole Source procurements must be submitted to the Department of Technology Services for initial review. DTS will send the sole source to State Purchasing. "Information Technology" is defined in Utah Code 63F-1-102 as meaning all computerized and auxiliary automated information handling including: (a) systems design and analysis; (b) acquisition, storage, and conversion of data; (c) computer programming; (d) information storage and retrieval; (e) voice, radio, video, and data communications; (f) requisite systems controls; (g) simulation; and (h) all related interactions between people and machines.

- IT Sole Sources resulting in a contract must be sent to dtscontracts@utah.gov
- IT Sole Sources resulting in a purchase orders must be sent to dtsprocurement@utah.gov

Vendor Name:	West, A Thomson Reuters Business
Vendor Contact Person:	Kris Wendorff
Vendor E-mail Address:	kris.wendorff@thomsonreuters.com
Vendor Telephone Number:	651-687-4391
Vendor Fax Number:	651-687-5686
Vendor Ordering Address:	610 Opperman Drive Eagan, MN 55123
Vendor Remittance Address:	610 Opperman Drive Eagan, MN 55123
FINET Vendor Number (if available):	22784CF
<i>All items in the above section are required.</i>	

Complete the following if no FINET number exists

Vendor Federal Tax ID# (TIN): (9 Digits)	
Type of Vendor	Click to use the drop-down menu to select the type of vendor.

Conducting Procurement Unit Contact Information:

Department/Division Name:	Department of Administrative Services/Division of Purchasing
Contact Person and Title:	Spencer Hall, Contract Analyst/Purchasing Agent
E-mail Address:	spencerh@utah.gov
Telephone Number:	801-538-3307
DTS Contact (Required for Information Technology SS):	

<input checked="" type="checkbox"/>	Statewide Contract	1. An RQM in Finet is NOT required. 2. Insert requested term of contract: 5 years and renewal options: 0 (The standard contract term for executive branch procurement units is five years. See Utah Administrative Code R33-12-404. If renewals are requested, written justification is required. A trial use or testing of a procurement item under a trial use contract may not exceed 18 months. See Utah Code 63G-6a-802) 3. The Conducting Procurement Unit may make the sole source procurement only after the public notice period has ended and this form has been signed by the Division of Purchasing.
<input type="checkbox"/>	Purchase Order	1. Insert the RQS Number: _____ 2. The Conducting Procurement Unit may make the sole source procurement only after public notice period has ended and this form has been signed by the Division of Purchasing.

When submitted by email, type requestor's name on the signature line. The requestor must have signature authority for this purchase. The email will constitute the electronic signature.

Requested by:		Approved:	
/s/ Spencer Hall	07/28/2015		10.1.15
Authorized Agency Signature	Date	Kent D. Beers, Director	Date
Title:	Contract Analyst/Purchasing Agent		Division of Purchasing

THIS SECTION TO BE FILLED OUT BY DIVISION OF PURCHASING:		AGENT: Spencer Hall
The public notice period shall be (Check the box that applies):		
a.	At least seven days before the acquisition of the sole source procurement item for sole source procurements over \$50,000.00.	<input checked="" type="checkbox"/>
b.	Sole source procurements under \$50,000.00 are not required to be published, but may be published at the discretion of the chief procurement officer or head of a procurement unit with independent procurement authority. Published: <input type="checkbox"/> Not Published: <input type="checkbox"/>	
c.	Publication is not required for a sole source procurement pursuant to a trial use contract.	<input type="checkbox"/>
d.	Publication is waived for a sole source procurement: <input type="checkbox"/> For any procurement item identified in R33-8-101(7)(b)(i-viii); <input type="checkbox"/> For award to a specific supplier, service provider, or contractor is a condition of a donation that will fund the full cost of the supply, service, or construction item; <input type="checkbox"/> For other circumstances as determined in writing by the chief procurement officer or head of a procurement unit with independent procurement authority.	
The Terms and Conditions that will be attached to the awarded statewide contract:		
Agency Contract:	<input type="checkbox"/> Goods <input checked="" type="checkbox"/> Services <input type="checkbox"/> IT for DTS only <input type="checkbox"/> Att. B IT Non-DTS (include DTS Exception Form, if applicable)	
Purchase Order:	<input type="checkbox"/> Goods <input type="checkbox"/> Services <input type="checkbox"/> IT for DTS only <input type="checkbox"/> Att. B IT Non-DTS (include DTS Exception Form, if applicable)	
Agency Documents:	<input type="checkbox"/> Other, please provide a copy to the Division of Purchasing <input type="checkbox"/> Business Associate Agreement	
For Division of Purchasing Use After the Public Posting Period:		Agent: Spencer Hall
Sole Source Notice#:	SH16001SS	
Commodity Code(s):	95635, 95658, 95670	
# of Vendors Sent To:	1,393	
Additional Research:		
Summary of Contest(s) Received & Determination:	No contests.	
Recommendation:	Award.	



Issuing Procurement Unit: Division of Purchasing
Conducting Procurement Unit: Division of Purchasing

This is not a competitive procurement solicitation

Section 63G-6a-802 of the Utah Procurement Code provides that the Division of Purchasing may award a contract for a procurement item without competition if the Division of Purchasing determines in writing that: (a) there is only one source for the procurement item; (b) the award to a specific supplier, service provider, or contractor is a condition of a donation that will fund the full cost of the supply, service, or construction item; or (c) the procurement item is needed for trial use or testing to determine whether the procurement item will benefit the procurement unit.

The Division of Purchasing created this sole source request form as a determination that a sole source contract should be awarded to the vendor identified herein. This sole source request form is only for comments regarding the proposed sole source procurement identified herein. It is not a request for quotes, bids, or proposals. DO NOT submit questions, bids, quotes, proposals, or other information in Bidsync. Please read the justification very carefully.

Pursuant to the Utah Procurement Code Section 63G-6a-406(3)(a), unless exempt from publication under the Utah Procurement Code or applicable rules of the Utah Administrative Code, this sole source procurement notice shall be published for at least seven days before the acquisition of the sole source procurement item, unless the Division of Purchasing reduces the seven-day period.

A person may contest this sole source request prior to the closing of the public notice period by submitting the following information in writing to the Division of Purchasing: (a) the name of the contesting person; and (b) a detailed explanation of the challenge, including documentation showing that there are other competing sources for the procurement item. Do not respond through the BidSync system; instead, please refer to the contact information in the Bid Comments section on BidSync. All request information regarding this sole source procurement, including obtaining additional information, can be obtained through the Division of Purchasing. No action is required if you agree this proposed purchase is a valid sole source request.

It is anticipated that this sole source procurement will result in a: (Check one and fill in the appropriate fields for an statewide contract or the RQS number for a PO)

	RESULT	ACTION
<input checked="" type="checkbox"/>	Statewide Contract	1. The term of this contract will be: <u>5</u> years and renewal options: <u>0</u> . 2. The Conducting Procurement Unit may make the sole source procurement only after the public notice period has ended and this form has been signed by the Division of Purchasing.
<input type="checkbox"/>	Purchase Order	The Conducting Procurement Unit may make the sole source procurement only after the public notice period has ended and this form has been signed by the Division of Purchasing.

Description of Product / Service to be Purchased:	Westlaw online legal research services.
Total Cost for the Entire Term of the Contract:	This sole source will result in a requirements contract. For the past five years, spend on the existing West contract has averaged \$310,636/year.
Freight Cost (F.O.B. Destination, Freight Prepaid):	\$0.00
Vendor Name:	West, A Thomson Reuters Business

Explain in detail the service or product to be procured:
 Subscriptions to West online products, including legal research services, primary legal materials, journals, treatises, legal encyclopedias, WestlawNext, CLEAR, Utah Trial Court Orders, Results Plus, Jury Instructions, Environmental

Practitioner, RIA & WG&L, Public Utilities Commission Decisions, People Map Comprehensive Content and Report, and other secondary materials.

Define why there is only one source by checking all that apply below and completing the corresponding action at the right.

<input checked="" type="checkbox"/>	There is only one source for the procurement item.	Complete section A
<input type="checkbox"/>	Procurement of public utility services.	Complete section A
<input type="checkbox"/>	Compatibility of equipment, technology, software, accessories, replacement parts, or service, including professional services, is the paramount consideration.	Complete sections A and B
<input type="checkbox"/>	Transitional costs are unreasonable or cost prohibitive.	Complete sections A and B
<input type="checkbox"/>	The award to a specific supplier, service provider, or contractor is a condition of a donation that will fund the full cost of the supply, service, or construction item.	Complete section C
<input type="checkbox"/>	A procurement item is needed for trial use or testing to determine whether the procurement item will benefit the agency.	Complete section D
<input type="checkbox"/>	Leasing of personal property (not real property).	Refer to section E

Section A: GENERAL INFORMATION

1.	What is unique about this product/service to justify a sole source? (Explain in detail why the service or product is only available from a single supplier.)
	Online legal research services offer unique formats and functionality. Experienced attorneys, paralegals, judges, librarians, researchers, and others have developed expertise in performing online legal research in Westlaw.
2.	Could the product/service be reasonably modified to allow for competition?
	No
3.	Explain the market research performed to make the sole source recommendation?
	Only Westlaw and LexisNexis responded to the last RFP for online legal research services. The State of Utah intends to enter a sole source contract with both of these providers.
4.	List the names of other similar vendors contacted, contact person, and a summary of their response, if there is only one source for the procurement item.
	N/A
5.	Complete disclosure must be included with this request if the requestor has any personal, financial, or fiduciary relationship with the recommended vendor. (Please Attach)

Section B: COMPATIBILITY OF EQUIPMENT/TRANSITIONAL COSTS

1.	Describe the existing equipment, technology, software, accessories, replacement parts, or service, hereafter referred to as equipment, with which this purchase must be compatible; include the original purchase price and date of purchase for the existing equipment.
2.	Please supply the following:
	a. Procurement method was used to purchase the existing equipment? (IFB, RFP, Sole Source).
	b. Solicitation number, RQS number, or sole source number for the existing equipment
	c. Contract number for the existing equipment
3.	What is the actual or estimated remaining life expectancy of the existing equipment?
4.	What are the transitional costs for moving to new equipment, including professional services?

Section C: THE AWARD TO A SPECIFIC SUPPLIER, SERVICE PROVIDER, OR CONTRACTOR IS A CONDITION OF A DONATION THAT WILL FUND THE FULL COST OF THE SUPPLY, SERVICE, OR CONSTRUCTION ITEM

1.	Is the award to a specific supplier, service provider, or contractor is a condition of a donation that will fund the full cost of the supply, service, or construction item?
2.	Who made the donation?
3.	Documentation and terms pertaining to the donation is attached. <input type="checkbox"/>

Section D: A PROCUREMENT ITEM IS NEEDED FOR TRIAL USE OR TESTING TO DETERMINE WHETHER THE PROCUREMENT ITEM WILL BENEFIT THE AGENCY

1.	Why is the trial use or testing necessary? (Explain the purpose of the trial use or testing of the procurement item.)
2.	What is the anticipated end result of the trial or test?
3.	Do any other similar vendors provide this product or service?
a.	If yes, list the company names:
b.	Will their products be tested?
4.	What criteria were used to choose this vendor?
5.	What is the scope, size, and location of test or trial?
6.	Contracts for trial and testing must follow the criteria listed in UCA 63G-6a-802 (6). <input type="checkbox"/>
7.	The period for a trial use or testing of a procurement item under a trial use contract may not exceed 18 months, unless the procurement officer provides a written exception documenting the reason for a longer period. <input type="checkbox"/>

Section E: LEASING PERSONAL PROPERTY (Not Real Property)

Lease sole source requests must include an approved *FI 9 State of Utah Lease Obligation Record* form from the Division of Finance. The *FI 9 State of Utah Lease Obligation Record* form can be found on the Division of Finance website finance.utah.gov under Forms. The Finance policy *FIACCT 09-21.00 Fixed Assets – Leases* can be found on the Division of Finance website under Accounting Policies and Procedures.

Approved FI 9 attached.

Approved As To Form

By: Asst. Attorney General

Date: July 1, 2015

63G-6a-802. Award of contract without competition -- Notice -- Extension of contract without engaging in standard procurement process.

(1) As used in this section:

(a) "Transitional costs" mean the costs of changing from an existing provider of, or type of, a procurement item to another provider of, or type of, procurement item.

(b) "Transitional costs" include:

(i) training costs;

- (ii) conversion costs;
- (iii) compatibility costs;
- (iv) system downtime;
- (v) disruption of service;
- (vi) staff time necessary to put the transition into effect;
- (vii) installation costs; and
- (viii) ancillary software, hardware, equipment, or construction costs.

(c) "Transitional costs" do not include:

- (i) the costs of preparing for or engaging in a procurement process; or
- (ii) contract negotiation or contract drafting costs.

(d) "Trial use contract" means a contract between a procurement unit and a vendor for a procurement item that the procurement unit acquires for trial use or testing to determine whether the procurement item will benefit the procurement unit.

(2) The division or a procurement unit with independent procurement authority may award a contract for a procurement item without competition if the procurement officer, the head of the procurement unit, or a designee of either who is senior to the procurement officer or the head of the procurement unit, determines in writing that:

- (a) there is only one source for the procurement item;
- (b) the award to a specific supplier, service provider, or contractor is a condition of a donation that will fund the full cost of the supply, service, or construction item; or
- (c) the procurement item is needed for trial use or testing to determine whether the procurement item will benefit the procurement unit.

(3) Circumstances under which there is only one source for a procurement item may include:

- (a) where the most important consideration in obtaining a procurement item is the compatibility of equipment, technology, software, accessories, replacement parts, or service; -
- (b) where transitional costs are unreasonable or cost prohibitive; or
- (c) procurement of public utility services.

(4) (a) Subject to Subsection (4)(b), the applicable rulemaking authority shall make rules regarding the publication of notice for a sole source procurement that, at a minimum, require publication of notice of a sole source procurement, in accordance with Section 63G-6a-406, if the cost of the procurement exceeds \$50,000.

(b) Publication of notice under Section 63G-6a-406 is not required for:

- (i) the procurement of public utility services pursuant to a sole source contract; or
- (ii) other sole source procurements provided by rule.

(5) The division or a procurement unit with independent procurement authority who awards a sole source contract on behalf of another procurement unit shall negotiate with the contractor to ensure that the terms of the contract, including price and delivery, are in the best interest of the procurement unit.

(6) (a) The period of trial use or testing of a procurement item under a trial use contract may not exceed 18 months, unless the procurement officer provides a written exception documenting the reason for a longer period.

(b) A trial use contract shall:

- (i) state that the purpose of the contract is strictly for the purpose of the trial use or testing of a procurement item;
- (ii) state that the contract terminates upon completion of the trial use or testing period;
- (iii) state that, after the trial use or testing period, the procurement unit is not obligated to purchase or enter into a contract for the procurement item, regardless of the trial use or testing result;
- (iv) state that any purchase of the procurement item beyond the terms of the trial use contract will be made in accordance with this chapter; and
- (v) include, as applicable:
 - (A) test schedules;
 - (B) deadlines and a termination date;
 - (C) measures that will be used to evaluate the performance of the procurement item;
 - (D) any fees and associated expenses or an explanation of the circumstances warranting a waiver of those fees and expenses;
 - (E) the obligations of the procurement unit and vendor;
 - (F) provisions regarding the ownership of the procurement item during and after the trial use or testing period;
 - (G) an explanation of the grounds upon which the contract may be terminated;
 - (H) a limitation of liability;
 - (I) a consequential damage waiver provision;
 - (J) a statement regarding the confidentiality or nondisclosure of information;
 - (K) a provision relating to any required bond or security deposit; and
 - (L) other requirements unique to the procurement item for trial use or testing.

(c) Publication of notice under Section 63G-6a-406 is not required for a procurement pursuant to a trial use contract.

- (7) The division or a procurement unit with independent procurement authority may extend a contract for a reasonable period of time without engaging in a standard procurement process, if:
- (a) the award of a new contract for the procurement item is delayed due to a protest or appeal;
 - (b) the standard procurement process is delayed due to unintentional error;
 - (c) changes in industry standards require significant changes to specifications for the procurement item;
 - (d) the extension is necessary to prevent the loss of federal funds;
 - (e) the extension is necessary to address a circumstance where the appropriation of state or federal funds has been delayed;
 - (f) the extension covers the period of time during which contract negotiations with a new provider are being conducted; or
 - (g) the extension is necessary to avoid a lapse in critical governmental services that may negatively impact public health, safety, or welfare.

Amended by Chapter 196, 2014 General Session

R33-8-101. Sole Source - Award of Contract Without Competition.

- (1) Sole source procurements shall be conducted in accordance with the requirements set forth in Section 63G-6a-802, Utah Procurement Code. All definitions in the Utah Procurement Code shall apply to this Rule unless otherwise specified in this Rule. This administrative rule provides additional requirements and procedures and should be used in conjunction with the Procurement Code.
- (2) A sole source procurement may be conducted if:
- (a) there is only one source for the procurement item;
 - (b) the award to a specific supplier, service provider, or contractor is a condition of a donation or grant that will fund the full cost of the supply, service, or construction item; or
 - (c) the procurement item is needed for trial use or testing to determine whether the procurement item will benefit the procurement unit.
- (3) An urgent or unexpected circumstance or requirement for a procurement item does not justify the award of a sole source procurement.
- (4) Requests for a procurement to be conducted as a sole source shall be submitted in writing to the chief procurement officer or head of a procurement unit with independent procurement authority for approval.
- (5) The sole source request shall be submitted to the chief procurement officer or the head of a procurement unit with independent procurement authority and shall include:
- (a) a description of the procurement item;
 - (b) the total dollar value of the procurement item, including, when applicable, the actual or estimated full lifecycle cost of maintenance and service agreements;
 - (c) the duration of the proposed sole source contract;
 - (d) an authorized signature of the conducting procurement unit;
 - (e) unless the sole source procurement is conducted under Rule R33-8-101-2(b) or (c), research completed by the conducting procurement unit documenting that there are no other competing sources for the procurement item;
 - (f) any other information requested by the chief procurement officer or the head of a procurement unit with independent procurement authority; and
- (6) a sole source request form containing all of the requirements of Rule R33-8-101(5) shall be available on the division's website.
- (7) Except as provided in (b), sole source procurements over \$50,000 shall be published in accordance with Section 63G-6a-406.
- (a) Sole source procurements under \$50,000 are not required to be published but may be published at the discretion of the chief procurement officer or head of a procurement unit with independent procurement authority.
 - (b) The requirement for publication of notice for a sole source procurement is waived:
 - (i) for public utility services;
 - (ii) if the award to a specific supplier, service provider, or contractor is a condition of a donation or grant that will fund the full cost of the supply, service, or construction item; or
 - (iii) for other circumstances as determined in writing by the chief procurement officer or head of a procurement unit with independent procurement authority.
- (8) A person may contest a sole source procurement prior to the closing of the public notice period set forth in Section 63G-6a-406 by submitting the following information in writing to the chief procurement officer or head of a procurement unit with independent procurement authority:
- (a) the name of the contesting person; and
 - (b) a detailed explanation of the challenge, including documentation showing that there are other competing sources for the procurement item.

(9) Upon receipt of information contesting a sole source procurement, the chief procurement officer or head of a procurement unit with independent procurement authority shall conduct an investigation to determine the validity of the challenge and make a written determination either supporting or denying the challenge.

R33-8-201. Trial Use or Testing of a Procurement Item, Including New Technology.

The trial use or testing of a procurement item, including new technology, shall be conducted as set forth in Section 63G-6a-802, Utah Procurement Code.

Date of Enactment or Last Substantive Amendment
July 8, 2014