



Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Tel: 850.488.8440
Fax: 850.414-6122
www.dms.MyFlorida.com

Governor Charlie Crist

Secretary Linda H. South

May 28, 2008

MEMORANDUM NO.: (991-150-04-1)-7

TO: User Agency

FROM: Director, State Purchasing

SUBJECT: Contract No. 991-150-04-1
Title: Computer Assisted Legal Research Services

LexisNexis, Inc. has added additional batch services to the contract: (See separate attachment)
Any questions or problems in delivery or service that may arise regarding this contract should be directed to the Contract Administrator.

DSP/om



DEPARTMENT OF MANAGEMENT
SERVICES

Governor Charlie Crist
Secretary Linda H. South

Division of State Purchasing
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Tallahassee, Florida 32399-0950

850-488-8440: TEL
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<http://dms.myflorida.com>

July 30, 2007

Suite 360

MEMORANDUM NO. (991-150-04-1)-6

TO: User Agency

FROM: Director, State Purchasing

SUBJECT: Contract #: 991-150-04-2
Title: Computer Assisted Legal Research

The current contract has been renewed from August 6, 2007 through August 5, 2008 at the same terms, prices, and conditions.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to the Contract Administrator.

DSP/om



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February 20, 2007

MEMORANDUM NO.: (991-150-04-1)-5

TO: User Agency
FROM: Director, State Purchasing
SUBJECT: Contract No. 991-150-04-1
Title: Computer Assisted Legal Research Services

LexisNexis, Inc. has added additional screening services to their portion of the subject contract:

(See separate attachment)

Any questions or problems in delivery or service that may arise regarding this contract should be directed to the [Contract Administrator](#).

DSP/om



DEPARTMENT OF MANAGEMENT
SERVICES

**"We serve those who
serve Florida"**

JEB BUSH
Governor

Tom Lewis, Jr.
Secretary



Office of the Secretary
4050 Esplanade Way
Tallahassee, Florida
32399-0950

Telephone:
850-488-2786

Fax:
850-922-6149

Internet:
www.MyFlorida.com

Suite 315

August 31, 2005

MEMORANDUM NO.: (991-150-04-1)-4

TO: User Agency
FROM: Director, State Purchasing
SUBJECT: Contract No. 991-150-04-1
Title: Computer Assisted Legal Research Services

LexisNexis, Inc. has added background screening services to their portion of the subject contract:

Accurant, locate-an-research data subscription \$85.64/month

Any questions or problems in delivery or service that may arise regarding this contract should be directed to the [Contract Administrator](#).

DSP/



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Fax:
850-922-6149

Internet:
www.MyFlorida.com

Suite 315

August 1, 2005

MEMORANDUM NO.: (991-150-04-1)-3

TO: User Agency
FROM: Director, State Purchasing
SUBJECT: Contract No. 991-150-04-1
Title: Computer Assisted Legal Research Services

This contract has been renewed from August 6, 2005 through August 5, 2007.

The Contract Administrator has changed from Stu Potlock to David Comer.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to the [Contract Administrator](#).

DSP/



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Suite 315

June 28, 2005

MEMORANDUM NO.: (991-150-04-1)-2

TO: User Agency
FROM: Director, State Purchasing
SUBJECT: Contract No. 991-150-04-1
Title: Computer Assisted Legal Research Services

Westlaw has added a number of new services to their price list, and deleted their Securities Analytical Library.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to the [Contract Administrator](#).

DSP/



*The Administrative and Operations Arm
of Florida's Government*



DEPARTMENT OF MANAGEMENT

SERVICES

JEB BUSH, GOVERNOR

WILLIAM S. SIMON, SECRETARY

Suite 315

November 29, 2004

MEMORANDUM NO.: (991-150-04-1)-1

TO: User Agency

FROM: Director, State Purchasing

SUBJECT: Contract No. 991-150-04-1
Title: Computer Assisted Legal Research Services

Westlaw has added a number of new services to their price list.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to the [Contract Administrator](#).

DSP/



Suite 315

CERTIFICATION OF CONTRACT

TITLE: Computer Assisted Legal Research Services

CONTRACT NO.: 991-150-04-1

ITN NO.: 991-150

EFFECTIVE: August 6, 2003 through August 5, 2005

RENEWAL: August 6, 2005 through August 5, 2007
(Rev 1 Aug 05)

SUPERSEDES: 991-150-00-1

CONTRACTOR(S): LexisNexis, a Division of Reed Elevier, Inc. (A)
West Group (A)

-
- A. **AUTHORITY** - Upon affirmative action taken by the State of Florida Department of Management Services, a contract has been executed between the State of Florida and the designated contractors.
- B. **EFFECT** - This contract was entered into to provide economies in the purchase of Computer Assisted Legal Research Services by all State of Florida agencies and institutions. Therefore, in compliance with Section 287.042, Florida Statutes, all purchases of these commodities shall be made under the terms, prices, and conditions of this contract and with the suppliers specified.
- C. **ORDERING INSTRUCTIONS** - All purchase orders shall be issued in accordance with the attached ordering instructions. Purchaser shall order at the prices indicated, exclusive of all Federal, State and local taxes.

All contract purchase orders shall show the State Purchasing contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)

- D. CONTRACTOR PERFORMANCE - Agencies shall report any vendor failure to perform according to the requirements of this contract on Complaint to Vendor, form PUR 7017. Should the vendor fail to correct the problem within a prescribed period of time, then form PUR 7029, Request for Assistance, is to be filed with this office.
- E. SPECIAL AND GENERAL CONDITIONS - Special and general conditions are enclosed for your information. Any restrictions accepted from the supplier are noted on the ordering instructions. State Purchasing has awarded the IT Consulting contracts on a non-exclusive basis to qualified vendors, but purchasing officers shall seek competition between IT consulting vendors for purchases over \$25,000, and in all accordance with contract paragraph 1.06, titled "Deliverables". The consulting vendor rates published in the contracts are ceiling rates, and to the extent practicable, agencies should negotiate lower rates depending on the complexity and duration of a proposed project. Where procurement is sought and only one source is available from State Term Contracts, the agency/entity shall document this file as to the conditions and circumstances warranting this decision.
- F. CONTRACT APPRAISAL FORM - State Contract Appraisal, form PUR 7073 should be used to provide your input and recommendations for improvements in the contract to State Purchasing for receipt no later than 90 days prior to the expiration date of this contract.

Authorized Signature

(date)

SP/seh

Attachments

CONTRACT ADMINISTRATOR

David Comer

PHONE: (850) 488-7804

SUNCOM 278-7804

E-MAIL comerd@dms.state.fl.us

INSERT LEXIS SCAN

Contract for Computer Assisted Legal Research

THIS CONTRACT FOR Computer Assisted Legal Research Resources, 991-150-03-1, between the State of Florida, acting by and through the Department of Management Services (herein referred to as the “Department”), 4050 Esplanade Way, Suite 315, Tallahassee, FL 32399, and West Group, (herein referred to as “Contractor”), 610 Opperman Drive, Eagan, MN 55123, a profit corporation registered in Florida, each referred to herein as “Party,” and collectively referred to as the “Parties,”

WITNESSETH:

WHEREAS, the Department desires Computer Assisted Legal Research Resources in accordance with Ch. 287 of the *Florida Statutes*; and

WHEREAS, the Department solicited responses to Invitation to Negotiate # 65-991-150-T from prospective vendors for said services; and,

WHEREAS, the vendor responded to the Invitation to Negotiate and desires to provide Computer Assisted Legal Research Resources according to the requirements therein; and

WHEREAS, the relationship between the Department and the Contractor will be mutually beneficial unto each other;

NOW THEREFORE, in consideration of these premises, terms and conditions set forth herein, the Parties execute this Contract so same becomes binding and enforceable by and through the Parties and their assigns, and agree heretofore:

General Conditions

2.01 Definitions: The Parties agree to the following:

Contract. This executed document between the Contractor and the Department, that constitutes the binding agreement between the Parties. The Contract includes any and all Attachments, Addendums, and Amendments, as well as the ITN and the Contractor's Proposal.

Contract Specialist. The State Purchasing employee who is primarily responsible for administration of the Contract. The Contract Specialist is identified in the Instructions to Bidders, and the Department shall conspicuously post contact information on its Internet web page associated with the Contract. The Department may appoint a different Contract Specialist, which shall not constitute an amendment to the Contract, by updating the posted contact information and sending notice to Contractor. Any communication to the Department by Contractors, by State Customer contract managers or contract administrators, or by other Customer purchasing officials, shall be addressed to the Contract Specialist.

Contractor. A successful Respondent, which, along with the Department, will enter into the Contract. The Department anticipates making a multiple award, but for sake of convenience the solicitation documents use the singular form of this term.

Customer. The State agencies and other eligible users that will order products directly from the Contractor under the Contract. By ordering products under the Contract, the Customer agrees to its terms. Customers are not, however, parties to the Contract.

Day. A calendar day.

Department. The Florida Department of Management Services. The Department will be a party to the Contract. "State Purchasing," a division within the Department's Support Program, is responsible for administration of this solicitation and will be responsible for day-to-day administration of the Contract. State Purchasing may be reached at 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950, (850) 487-4634, or via links posted at <http://www.myflorida.com/myflorida/business/index.html>.

The Department reserves the right to contract with a third-party service provider to assume responsibility for administration of the Contract.

ITN. This Invitation to Negotiate No. 65-991-150-T, Computer Assisted Legal Research Resources, issued by the Department on April 25,2003.

Number of Verbs or Nouns. Throughout this ITN, the singular may be read as the plural and the plural as the singular.

Offeror. Any firm or person who submits a proposal to the Department in response to this ITN.

Primary Material. A collection of statutes, cases or administrative regulations

Proposal. All information and materials submitted by a Respondent in response to this ITN.

Product. Any deliverable under the Contract, which may include commodities, services, technology or software.

Public Entity Crimes. As defined in paragraph 287.133(l)(g), Florida Statutes, "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Purchase order. The form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, or other authorized means).

Respondent. Any firm or person who submits a proposal to the Department in response to this ITN.

Secondary Material. Any material that analyzes, indexes, describes, or explains statutes, cases, or administrative regulations.

State. The State of Florida and its agencies.

Subcontractor. Any person other than an employee of the Respondent who performs any of the services listed in this ITN for compensation.

Vendor. Any firm or person who submits a proposal to the Department in response to this ITN.

Valid Proposal. A responsive offer in full compliance with the invitation to negotiate specifications and conditions by a responsible person or firm. The responsiveness of a proposal shall be determined based on the documents submitted with the proposal. The responsiveness of the proposal and the qualifications or responsibility of the offeror will be determined as of the time the proposal is publicly opened.

a. Responsive offeror means a person or firm which has submitted a proposal which conforms in all material respects to the invitation to negotiate.

b. Responsible or qualified offeror means a person or firm with the capability in all respects to perform fully the Contract requirements and the integrity and reliability to assure good faith performance. Failure to provide information to determine responsibility in response to a condition of a proposal requiring information may be cause for such proposal to be rejected.

2.02 Eligible Customers: Section 287.056 of the Florida Statutes governs agencies' use of the Contract. Others may seek Department approval under section 287.042(2)(a) as an eligible user of the Contract. Customers participating in the Contract do so according to the following terms: (1) non-State Customers assume and bear complete responsibility with regard to performance of any contractual obligation or term; (2) breach of a Contract term by any particular Customer shall not be deemed a breach of the Contract as a whole, which shall remain in full force and effect, and shall not affect the validity of the Contract nor the Contractor's obligations to non-breaching Customers or the Department; (3) the State shall not be liable for any breach by a non-State Customer; (4) each non-State Customer and the Contractor guarantee to save the State and its officers, agents, and employees harmless from liability that may be or is imposed by their failure to perform in accordance with their obligations under the Contract.

2.03 Scope of Work: The State of Florida's objective is to contract for Computer Assisted Legal Research Resources from a Contractor that has the resources, expertise and experience in providing such commodities and services in accordance with the provisions contained in section 287, Part 1, of the *Florida Statutes*. The following documents are incorporated by reference as if fully set forth herein. Each document shall be deemed an appendix to this contract.

1. Price Sheets
2. ITN No. 65-991-150-T
3. The Contractor's response to ITN No. 65-991-150-T (hereinafter, the "Proposal").

<ADDITIONAL DOCUMENTS MAY BE ADDED>

This contract will prevail over the three documents listed above if a conflict in any terms or conditions occurs. Any amendments or other modifications to this Contract made after the Effective Date shall prevail over the original terms of the Contract in the event of conflict.

2.04 Term and Renewal: The term of this Contract for Services will be from the Effective Date until August 7, 2005. In addition, this Contract may be renewed, on the same terms and conditions, for a period that may not exceed 3 years or the term of the original contract, whichever period is longer, in accordance with section 287.058(1)(f) of the *Florida Statutes*. The Department shall provide written notice to the Contractor regarding the intent to renew the Contract before the expiration of the Contract. In making said decision, the Department may rely on several factors including, but may not be limited to, satisfactory performance evaluation of Contractor and legislative appropriation. Contractor may not increase the rates charged under this Contract upon renewal, unless such increased rates were offered and approved during the initial negotiation process, pursuant to section 257.057(3)(a), *Florida Statutes* (2002).

2.05 Notice: All notices under this Contract to be served upon the Department shall be served by certified mail, return receipt requested, by reputable air courier service, or delivered personally to each of the following:

Department of Management Services
Division Director
Division of State Purchasing
4050 Esplanade Way
Tallahassee, FL 32399-0950

Department of Management Services
Office of the Secretary
4050 Esplanade Way
Tallahassee, FL 32399

Department of Management Services
Office of the General Counsel
4050 Esplanade Way
Tallahassee, FL 32399

All notices under this Contract to be served upon the Contractor shall be served by certified mail, return receipt requested, by reputable air courier service, or delivered personally to the relevant persons listed in the Ordering Instructions.

The Parties agree that any change in the above-referenced address or name of the contact person shall be submitted in a timely manner to the other Party.

2.06 Contract Administrator: The Department and the Department shall name a Contract Administrator during the Term of this Contract whose responsibility shall be to maintain this Contract. The Department shall provide written notice to Contractor of any changes to the Contract Administrator. The Contract Administrator is currently Todd McKay, (State Purchasing Office) and the contact information is contained in Section 2.05, Notice.

2.07 Drug Free Workplace Program: The Contractor agrees to implement a drug free workplace program as defined in 287.087, of the *Florida Statutes*, throughout the term as defined in Section 2.04.

2.08 Compliance: In addition to any specific requirements detailed herein, the Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Contract termination.

2.09 Product Version: If applicable, Purchase orders shall be deemed to reference a manufacturer's most recently released model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the Contractor is willing to provide such model or version.

2.10 Best Pricing Offer: During the Contract term, if the State becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Department the price under the Contract shall be immediately reduced to the lower price.

2.11 Americans With Disabilities Act: Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

2.12 Purchase Orders: A Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Even where not otherwise required, **CUSTOMERS ARE ENCOURAGED TO INCLUDE PROVISIONS THAT PROMOTE GOOD CONTRACT MANAGEMENT PRACTICES AND ENABLE THE CUSTOMER AND CONTRACTOR TO MONITOR AND ADJUST PERFORMANCE**, for example, provisions clearly defining the scope of the work, provisions dividing the order into objectively measured deliverables, provisions setting forth schedules for completion and (where appropriate) liquidated damages for untimely completion, etc. State Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(14) and (15) of the Florida Statutes. The Department reserves the right to revise this section in conjunction with implementation of an on-line procurement system.

2.13 Packaging: Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

2.14 Literature: Upon request, the Contractor shall furnish Customers literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

2.15 Transportation and Delivery: Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays.

Evidence of inability to deliver or intentional delays shall be cause for Contract cancellation and Contractor suspension.

2.16 Installation: Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

2.17 Inspection and Acceptance: Inspection and acceptance shall be at destination unless otherwise provided. For Contractor-installed products, the date of acceptance is the date the Customer accepts the product as installed and in good working order, as determined by any appropriate acceptance testing, and the Customer shall certify in writing to the Contractor when the product is accepted (if training or other post-installation services are included in the purchase order, the acceptance shall be conditional). For Customer-installed products, the date of acceptance shall be the delivery date. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damage to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification of rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed

abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

2.18 Title to Deliverables: For purposes of this section, a “product” is any deliverable furnished under the Contract, including but not limited to (1) components of the hardware environment, (2) printed materials, (3) third-party software, (4) programs and programming modifications, customizations, tools, data, modules, and components, and (5) any tangible or intangible properties embedded therein. A product is “existing” if it is a tangible or intangible licensed product that exists before Contract work begins (the Contractor shall bear the burden of proving that a product existed before work began). A product is “custom” if it is any product, preliminary or final, that is created under the Contract for the Customer by the Contractor or its employees, subcontractors, or agents.

For existing hardware products, title to a hardware product shall pass to Customer upon written acceptance. For existing software products, that are normally commercially distributed on a license basis by the Contractor or other independent software proprietary owner (ISPO), whether or not embedded in, delivered, or operating in conjunction with hardware or a custom product, title shall remain with the Contractor or ISPO. Effective upon acceptance, such product shall be licensed to the Customer in accordance with the Contractor or ISPO’s standard licensed agreement, provided, however, that the license agreement shall, at a minimum, (1) grant the Customer a non-exclusive license to use, execute, reproduce, display, perform, adapt (unless the Contractor demonstrates to the Customer before execution of a purchase order that adaptation will violate existing agreements or law) and distribute the product to authorized users up to the license capacity identified in the purchase order with all license rights necessary to effect the Customer’s stated purpose, and (2) recognize the State as the licensee, where the Customer is part of the State. Where these rights are not otherwise covered by the ISPO’s standard license agreement, the Contractor shall obtain these rights at its sole expense. The Customer shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this paragraph.

For custom products, effective upon creation the Contractor hereby conveys to the Customer the sole and exclusive rights, title and interest in the product, including all trademark and copyrights, and the Contractor shall take all necessary and appropriate steps to ensure that

the products are protected against unauthorized copying, reproduction, or marketing through the Contractor or its employees, subcontractors, or agents; provided, that the Contractor may otherwise use any related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under the Contract. In the alternative to taking exclusive ownership and title to such products, the Customer may elect, by providing written notice to the Contractor, to take a non-exclusive license to use, execute, reproduce, display, perform, and distribute the product as described in the preceding paragraph.

2.19 Transaction Fee: The Department has instituted MyFloridaMarketPlace, a statewide eProcurement System (“System”). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor’s failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

2.20 Invoicing and Payment: Invoices shall contain the Contract number, purchase order number, and the Contractor's SPURS vendor number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the Department's option, Contractors may be required to invoice electronically pursuant to Department guidelines. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Time limits do not begin until the Contractor submits a properly completed invoice. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

2.21 Taxes: The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Purchases by non-State Customers may be subject to taxes, which shall be computed based on the purchase price and added to the invoice submitted to such entity for payment.

2.22 Customer's Default: A Customer's breach of the terms of a particular order shall not be deemed a breach of the Contract. If a Customer fails to make a payment to the Contractor for products delivered or provided, accepted, and properly invoiced, within sixty days after approval for payment, then the Contractor may, upon ten days advance written notice to both the Department and Customer's purchasing official, suspend additional shipments of product or provision of services to that specific Customer until such time as reasonable arrangements have been made and assurances given by the Customer for current and future Contract payments.

Notwithstanding the foregoing, the Contractor shall, in writing and at least ten days before declaring a Customer in breach of the terms of a particular order, notify both the Department and Customer's purchasing official of the specific facts, circumstances and grounds upon which the Contractor intends to declare a breach. If the Contractor's basis for declaring a breach is determined, then or later, to be insufficient, then the Contractor's declaration of breach and failure to service the Customer shall constitute a breach of the Contract by the Contractor and the Department or Customer may thereafter seek any remedy available at law or equity.

2.23 Annual Appropriations: The State's performance and obligation to pay under the Contract are contingent upon an annual appropriation by the Legislature.

2.24 Catalog Data: Accenture is responsible for converting Contract catalog information into a format supported by the System. To accomplish this conversion, the Contractor shall provide certain information in electronic format directly to Accenture; alternatively, the Contractor may follow the "punchout" solution described in more detail below.

Within ten (10) days of written notice from Accenture, Contractor shall provide all information necessary to facilitate electronic purchases from this contract, or shall contract Accenture and begin work on the "punchout" solution described below. Such information may include, but is not limited to, Contractor name, SKU, brand/manufacturer, product name and brief description, unit of measure, and price. Contractor shall provide this information in the format requested by Accenture. No costs or expenses associated with providing this information shall be charged to the Department, Customers, or Accenture. With Contractor's timely assistance, Accenture shall create and maintain web-based placement of the requested contract information.

"Punchout" Alternative

The Contractor may offer, as an alternative to providing the information discussed above, an online "punchout" solution, in which the Customer accesses the Contractor's website directly from the System, rather than the System maintaining the Contractor's data. This solution must allow the Customer to reach the Contractor's site, browse for contracted items only, and return to the System with a list of items ready to be inserted into a requisition. If Contractor selects this alternative, it must meet the following requirements:

- The solution must conform to cXML 1.0 or 1.1 standards.
- The solution must conform to the technical specifications and implementation requirements provided by Accenture, and the Contractor must work with Accenture to ensure successful integration of the punchout solution into the System
- The solution must have the capability to provide only those products awarded under the contract, and block any non-contract item(s) from being added to the requisition.

Warranty

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the Department and Accenture the right and license to use, reproduce, transmit, distribute and publicly display within the System the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the Department and Accenture the right and license to reproduce and display within the System the Contractor's trademarks, system marks, logos, trade dress or other branding designation that identifies the products made available by the Contractor under the Contract.

If the Contractor is not the manufacturer, it shall be the Contractor's responsibility to obtain authorization from the manufacturer to comply with the provisions of this section, including securing any intellectual property rights of the manufacturer. If the Contractor is the manufacturer, it shall only authorize dealers, outlets, distributors, value-added resellers, etc. within their network that can comply with the provisions of the Contract.

2.25 Governmental Restrictions: If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Department.

2.26 Lobbying and Integrity: Pursuant to section 216.347 of the Florida Statutes, the Contractor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. In addition, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision,

opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), “gratuity” means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department’s Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor’s integrity or responsibility. Such information may include, but shall not be limited to, the Contractor’s business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor’s compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor’s suspension or debarment.

2.27 Indemnification:

(1) The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Eligible Users, and their officers, agents, and employees, from third party suits, actions, damages, and costs of every name and description, whether brought under contract, tort, or any other cause of action, including attorneys’ fees, arising from or relating to bodily injury, death, and damage to real or personal tangible property alleged to be caused in whole or in part by the Contractor, its agents, employees, partners, or subcontractors; provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State.

(2) The Contractor shall fully indemnify, defend, and hold harmless the State and Eligible Users from any third party suits, actions, damages, and costs of every name and description, whether brought under contract, tort, or any other cause of action, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right. The provisions of this subparagraph shall not apply to the Eligible User's misuse or modification of the Contractor's deliverables or the Eligible User's operation or utilization of the Contractor's deliverables in a manner not contemplated by this Contract or the individual purchase document. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Eligible User in an infringement action without the Contractor's prior written consent, which shall not be unreasonably withheld. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Eligible User the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Eligible User the right to continue using the product, the Contractor shall remove the product and refund the Eligible User the amounts paid in excess of a reasonable rental for past use. The Eligible User shall not be liable for any royalties.

(3) As a condition to the foregoing indemnity obligations of this section 2.27, the State or Eligible User shall give the Contractor (a) written notice of any action or threatened action, (b) the opportunity to take over and settle or defend any such action at Contractor's sole expense, provided that such settlement shall be with the consent of the Eligible User, which shall not be unreasonably withheld, and (c) full cooperation and assistance in defending the action at Contractor's sole expense.

(4) Except as specified in the foregoing portions of this section, for all other claims against the Contractor under any individual purchase document, and regardless of the basis on which the claim is made, whether brought under contract, tort, for liquidated damages or any other cause of action, the limit of the Contractor's liability under a purchase document for direct damages shall be the greater of (i) \$100,000, (ii) the dollar amount of the purchase document, or (iii) two times the charges rendered by the Contractor under the purchase document. Unless otherwise specifically enumerated in the Contract or in the purchase document, no party shall be liable to another for special, indirect, punitive or consequential damages, including lost data or records

(unless the purchase document requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Eligible User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due to the Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The Department may set off any liability or other obligation of the Contractor to the Department against any payments due the Contractor under any contract with the Department.

2.28 Termination for Convenience: The Department, by written notice to the Contractor, may terminate the Contract in whole or in part when the Department determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any goods or perform any services after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

2.29 Termination for Cause: The Department may terminate the Contract if the Contractor fails to (1) deliver the supplies or perform the services within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), Florida Administrative Code, governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted services or supplies were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the

Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Contract.

2.30 Force Majeure, Notice of Delay, and No Damages for Delay: The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer or the Department. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer or Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, and/or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

2.31 Equitable Adjustment: The Department may, in its sole discretion, make an equitable adjustment in the Contract terms and/or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

2.32 Scope Changes: The Department may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Department may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Department may solicit separate bids to satisfy them.

2.33 Renewal: Subject to Chapter 287 of the Florida Statutes, and upon mutual agreement, the Department and the Contractor may renew the Contract, in whole or in part. Any renewal shall be in writing and signed by both parties.

2.34 Advertising: The Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Department, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State, the Department, or any Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

2.35 Assignment: The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Department; provided, the Contractor assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State. The Department may assign the Contract with prior written notice to Contractor of its intent to do so.

2.36 Dispute Resolution: Any dispute concerning performance of the Contract shall be decided by the Contract Specialist, who shall reduce the decision to writing and serve a copy on the Contractor and, if appropriate, the Customer. The decision of Contract Specialist shall be final and conclusive unless within ten (10) days from the date of receipt, the Contractor files with the Department a petition for administrative hearing. The Department's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply, the Contractor waives any right to jury trial that it may have, and the prevailing party shall be awarded reasonable costs incurred, including attorneys' fees and costs on appeal.

2.37 Employees, Subcontractors, and Agents: All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

2.38 Security and Confidentiality: The Contractor shall comply fully with all security procedures of the State and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available

through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

2.39 Independent Contractor Status of Contractor: The Contractor, together with its agents, distributors, resellers, subcontractors, officers and employees, shall have and always retain under the Contract the legal status of an independent contractor, and in no manner shall they be deemed employees of the State or Customer or deemed to be entitled to any benefits associated with such employment. During the term of the Contract, Contractor shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law, including health benefits, and all necessary insurance for its employees, including workers' compensation, disability, and unemployment insurance, and provide Customers with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state, and local taxes, and all FICA contributions.

2.40 Insurance Requirements: During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance per Florida statutory limits (currently \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate) covering all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of \$500,000 (defense cost shall be in excess of the limit of liability), naming the State as an additional Department; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of \$500,000, including hired and non-owned liability, and \$5,000 medical payment. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. Upon request, the Contractor shall provide certificate of insurance. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida.

2.41 Warranty: The Contractor shall provide the Eligible User at the time of delivery, a warranty for any and all goods against defective material, workmanship, and failure to perform in accordance with required performance criteria, for a period of no less than one (1) year from the date of delivery. The Contractor agrees that all parts of the goods found defective shall be replaced without any cost or expense to the Eligible User including all labor, materials and costs of transportation.

2.42 Warranty of Authority: Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

2.43 Warranty of Ability to Perform: The Contractor shall provide the Department, no later than the time the Contractor returns a signed copy of the Contract, with proof of a Certificate of Status from the Secretary of State, Division of Corporations, demonstrating that the Contractor is in good standing and legally authorized to transact business in Florida. Failure to submit this documentation shall be sufficient grounds for withholding payment under the Contract and cause for termination. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

2.44 Warranty of No Hardstop/Passive License Monitoring: Unless a Customer is specifically and conspicuously advised to the contrary in writing at the time of order and before product acceptance, the Contractor hereby warrants and represents that the product and upgrades do not and will not contain any computer code that would disable the product or upgrades or impair in any way operation based on the elapsing of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes called "time bombs," "time locks," or "drop dead" devices) or that would permit the Contractor to access the product to cause such disablement or impairment (sometimes called a "trap door" device). The Contractor agrees that upon an alleged breach of this provision, the Customer shall not have an adequate remedy at law, including monetary

damages, and that the Customer shall be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any other remedies to which the Customer shall be entitled.

2.45 Leases and Installment Purchases: The State Comptroller's prior approval is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

2.46 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): To the extent that a product is certified by or is available from PRIDE, and has been approved in accordance with section 946.515(2) of the Florida Statutes, it is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned. This provision is required by section 946.515(6) of the Florida Statutes; additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

2.47 Products Available from the Blind or Other Handicapped: To the extent that a product is included on the procurement list created and distributed pursuant to section 413.035(2), Florida Statutes, it is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned. This provision is required by section 413.036(3) of the Florida Statutes; additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

2.48 Modification of Terms: The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions by Customer under the Contract. The Contract may only be modified or amended upon mutual written agreement of the

Department and the Contractor. No oral agreements or representations shall be valid or binding upon the Department, a Customer, or the Contractor. For individual purchase orders, however, the Contractor may offer the Customer more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, upon request the Contractor shall furnish to the Department a copy of the better offer. The Department shall determine, in its sole discretion, whether the offer, on the whole, is in fact more advantageous. Any offer that is not more advantageous, even if this determination is not made until after acceptance, shall be voidable at the Customer's option, in which case the Contract terms and conditions shall govern. Other than where terms are more advantageous for the Customer than those set forth in the Contract, no alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer unless authorized by the Department or specified in the notice of award. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. A Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

2.49 Waiver: The delay or failure by the Department to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

2.50 Execution in Counterparts: The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

2.51 Severability: If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.

2.52 Effective Date: The effective date of this Contract shall be the date last ascribed herein below.

2.53 Entire Agreement: This Contract contains all the terms and conditions agreed upon by the parties. No oral agreements or representations shall be valid or binding upon the Department, the Department or the Contractor unless expressly contained herein or by a written amendment to this Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed, on the dates shown below their respective names.

“DEPARTMENT”

“CONTRACTOR”

Signature

Signature

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form and legality
by the General Counsel’s Office

Print name: _____

Date: _____



State of Florida Master Agreement
Schedule A to Westlaw® Subscriber Agreement
Plan 1 Unlimited Government Dial-Up Service
(formerly COPEs)

Use of State Contracts shall be available to political subdivisions (county, local county board of public instruction, municipal, or other local public agency or authority and State Universities. OPS and part-time employees of state and local agencies may participate in this contract, regardless of benefits status; however, their usage must be conducted for a public purpose consistent with their employment so long as such part-time employees are not also engaged in the private practice of law. Eligible users shall use the vendor(s) services and products for government business and not other commercial purposes.

1. The agencies accessing Westlaw under Plan 1 shall be billed the rates set forth below for unlimited Westlaw access for COPEs Plan – All Agencies.

\$43 per user per month

2. Except as provided in Section 3, the following databases, Features and services shall be included in the Monthly Charge per User (“Included Charges”).

- Westlaw Standard Databases
- NewsRoom Databases
- Allfile Databases
- Super Allfile Databases
- Highlights Databases
- Basic Databases
- Premium Databases
- Combination Databases
- Multi-Search Databases
- Select Databases
- Florida Jurisprudence 2d
- Monthly Subscription Charge
- Search
- Online Citation Checking
- Find
- Quote
- Domestic Communications
- Offline Transmission (printing and downloading)
- Training (reasonable)
- Offline Automated Citation Checking (via WESTCheck and including QuoteRight)
- Alert Services (WESTClip and KeyCite Alert)
- Images
- Westlaw Software

3. All charges associated with the following databases, Features and services shall be excluded from the Monthly Charge per User (“Excluded Charges”) and shall be billed at the rates set forth on the then current Plan 2A-Government Dial-Up Service-State of Florida Master Agreement.

- Alert Services (WESTClip and KeyCite Alert continuous frequency)
- Bureau of National Affairs Databases
- Company Profiles Databases
- DIALOG Databases
- Dossier Databases
- Enflex Databases
- PDF Charges (including, but not limited to Investext, Attorney Medical Advantage, Patent Image, Briefs and WestDockets)
- *Profiler* Databases
- Premier Databases
- **Public Records Databases and Services (including EDGAR, Disclosure Company Index, Criminal Records Databases, Westlaw Public Records Databases and Services, Real Property Reporters and People Finder)**
- Specialty Databases
- WestDockets
- West Reporter Images
- Gateways
- Equipment

4. West may, at its option, make certain databases and features Excluded Charges if West is contractually bound or otherwise required to do so by a contributor of data to West, or if the features or databases are enhanced or released after June 1, 2003.

5. The following Analytical Libraries may be added to the Monthly Charge Per User (all Westlaw passwords issued to an agency must maintain identical library subscribers):

| | |
|--|-----------------------------|
| American Jurisprudence 2d | \$11.00 per User per Month |
| American Law Reports | \$14.00 per User per Month |
| Bill & Regulation Tracking – Federal + Florida | \$8.00 per User per Month |
| Business Transactions Solutions | \$15.00 per User per Month |
| Construction Law Library | \$14.00 per User per Month |
| Couch on Insurance | \$6.00 per User per Month |
| Criminal Public Records | \$10.00 per User per Month |
| Employment Compliance Library | \$14.00 per User per Month |
| Employment Coordinator Library | \$12.00 per User per Month |
| Employment Discrimination Coordinator | \$10.00 per User per Month |
| <u>Florida Analytical Library \$14.00 per User per Month</u> | |
| Health Care Analytical Library | \$6.00 per User per Month |
| Litigation Library | \$13.00 per User per Month |
| McQuillin Library | \$15.00 per User per Month |
| Municipal Library | \$20.00 per User per Month |
| Public Records | \$48.00 per User per Month |
| Public Utilities Reports | \$16.00 per User per Month |
| Real Property Library | \$14.00 per User per Month |
| Real Property Plus Library | \$21.00 per User per Month |
| Securities Litigation Library | \$4.00 per User per Month |
| Securities Transactional Forms | \$6.00 per User per Month |
| Trawick's | \$7.00 per User per Month |
| Immigration Core Analytical | \$21.00 per User per Month |
| Immigration Premier | \$31.00 per User per Month |
| Gale Company Profile (40026189) | \$7.00 per User per Month |
| Profiler (40216721) | \$15.00 per User per Month |
| Locator (40278895) | \$15.00 per User per Month |
| Federal Treatises (40319977) | \$30.00 per User per Month |
| Merten's | \$15.00 per User per Month |
| Norton's | \$15.00 per User per Month |
| CJS | \$11.00 per User per Month |
| BriefTools (40367606) | \$5.00 per User per Month |
| Enflex Plus | \$200.00 per User per Month |
| NetScan – FL + Federal | \$59.00 per User per Month |
| NetScan – FL, GA & AL | \$100.00 per User per Month |
| PastStat Locator (40356356) | \$15.00 per User per Month |
| State Legislative History (40356290) | \$15.00 per User per Month |
| PastStat Locator and State Legislative History | *\$25.00 per User per Month |
| *when purchased together | |

RIA and Warren, Gorham & Lamont Libraries

| | Monthly Rate | | | | | | | |
|--------------------------------|--------------|---------------|----------------|----------------|----------------|----------------|----------------|-----------------|
| | 1-5 Users | 6-10 Users | 11-15 Users | 16-20 Users | 21-35 Users | 36-50 Users | 51-76 Users | 76-100 Users |
| Complete Collection | \$3,500 | \$3,750 | \$4,000 | \$4,250 | \$4,500 | \$4,750 | \$5,000 | \$5,250 |
| Federal, State & Local Tax | \$1,200 | \$1,500 | \$1,800 | \$2,100 | \$2,400 | \$2,700 | \$3,000 | \$3,300 |
| Estate Planning Combined | \$750 | \$800 | \$850 | \$900 | \$950 | \$1,000 | \$1,080 | \$1,100 |
| Pension & Benefits Combined | \$300 | \$300 | \$300 | \$300 | \$300 | \$350 | \$350 | \$350 |
| International Tax Library | \$575 | \$600 | \$625 | \$625 | \$650 | \$650 | \$700 | \$750 |

If any agency elects to request access to an Analytical Library of Libraries, such access must be given to all Westlaw passwords issued to the agency and the associated charge will be billed to the agency accordingly.

Sharing of Westlaw passwords between or among Subscriber's personnel is STRICTLY PROHIBITED. West reserves the right to monitor the passwords issued to an agency.

6. During the Term of this agreement, Subscriber shall receive a 20% discount from initial charges for the West print products ordered by Subscriber during the Term of this agreement; provided, that Subscriber maintains the Westlaw pricing under the terms set forth in paragraphs 2 and 3 herein. At the end of the Term, all discounts set forth in this paragraph 6 shall immediately terminate.
7. Each Westlaw user, including each Westlaw user that receives Westlaw training, must purchase and be assigned his/her own password. Westlaw passwords may only be used by the person to whom the password is issued. Sharing of Westlaw passwords between or among Subscriber's personnel is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to Subscriber and charge Subscriber for such additional passwords, if West learns that a Westlaw password has been used by a person other than the person to whom the password has been issued and all passwords will increase to \$56 per password per month. In the event a Subscriber changes from an hourly pricing arrangement to this pricing arrangement, Subscriber must purchase, at a minimum, the average number of Westlaw passwords Subscriber maintained under the hourly pricing arrangement during the 12 month period prior to the conversion to Plan 1.
8. The Monthly Charge per User under Plan 1 will not be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User per Agency for each password request during such month. The Monthly Charge per User per Agency for Subscribers that elect to change from another Westlaw price plan to Plan 1 pricing will be effective on the first day of the month following receipt of the appropriate documentation by West.



State of Florida Master Agreement
Schedule A to Westlaw® Subscriber Agreement
Plan 2 Unlimited Government Dial-Up Service

Use of State Contracts shall be available to political subdivisions (county, local county board of public instruction, municipal, or other local public agency or authority and State Universities. OPS and part-time employees of state and local agencies may participate in this contract, regardless of benefits status; however, their usage must be conducted for a public purpose consistent with their employment so long as such part-time employees are not also engaged in the private practice of law. Eligible users shall use the vendor(s) services and products for government business and not other commercial purposes.

2. The agencies accessing Westlaw under Plan 2 shall be billed the rates set forth below for unlimited Westlaw access.

\$88 per user per month

2. Except as provided in Section 3, the following databases, Features and services shall be included in the Monthly Charge per User ("Included Charges").

- Westlaw Standard Databases
- Allfile Databases
- Super Allfile Databases
- Highlights Databases
- Basic Databases
- Premium Databases
- Combination Databases
- Multi-Search Databases
- Select Databases
- Florida Jurisprudence 2d
- Monthly Subscription Charge
- Search
- Online Citation Checking
- Find
- Quote
- Domestic Communications
- Offline Transmission (printing and downloading)
- Training (reasonable)
- Offline Automated Citation Checking (via WESTCheck and including QuoteRight)
- Alert Services (WESTClip and KeyCite Alert)
- Images
- Westlaw Software

3. All charges associated with the following databases, Features and services shall be excluded from the Monthly Charge per User ("Excluded Charges") and shall be billed at the rates set forth on the then-current Plan 2A-Government Dial-Up Service-Florida Master Agreement.

- Alert Services (WESTClip and KeyCite Alert continuous frequency)
- Bureau of National Affairs Databases
- Company Profiles Databases
- DIALOG Databases
- Dossier Databases
- Enflex Databases
- NewsRoom Databases
- PDF Charges (including, but not limited to Investext, Attorney Medical Advantage, Patent Image, Briefs and WestDockets)
- *Profiler* Databases
- Premier Databases
- **Public Records Databases and Services (including EDGAR, Disclosure Company Index, Criminal Records Databases, Westlaw Public Records Databases and Services, Real Property Reporters and People Finder)**
- Specialty Databases
- WestDockets
- West Reporter Images
- Gateways
- Equipment

4. West may, at its option, make certain databases and features Excluded Charges if West is contractually bound or otherwise required to do so by a contributor of data to West, or if the features or databases are enhanced or released after June 1, 2003.

6. The following Analytical Libraries may be added to the Monthly Charge Per User (all Westlaw passwords issued to an agency must maintain identical library subscribers):

| | |
|--|-----------------------------------|
| American Jurisprudence 2d | \$11.00 per User per Month |
| American Law Reports | \$14.00 per User per Month |
| Bill & Regulation Tracking – Federal + Florida | \$8.00 per User per Month |
| Business Transactions Solutions | \$15.00 per User per Month |
| Construction Law Library | \$14.00 per User per Month |
| Couch on Insurance | \$6.00 per User per Month |
| Criminal Public Records | \$10.00 per User per Month |
| <u>Dow Jones on Westlaw® Databases</u> | <u>\$10.00 per User per Month</u> |
| Employment Compliance Library | \$14.00 per User per Month |
| Employment Coordinator Library | \$12.00 per User per Month |
| Employment Discrimination Coordinator | \$10.00 per User per Month |
| <u>Florida Analytical Library</u> | <u>\$14.00 per User per Month</u> |
| Health Care Analytical Library | \$6.00 per User per Month |
| Litigation Library | \$13.00 per User per Month |
| McQuillin Library | \$15.00 per User per Month |
| Municipal Library | \$20.00 per User per Month |
| Public Records | \$48.00 per User per Month |
| Public Utilities Reports | \$16.00 per User per Month |
| Real Property Library | \$14.00 per User per Month |
| Real Property Plus Library | \$21.00 per User per Month |
| Securities Litigation Library | \$4.00 per User per Month |
| Securities Transactional Forms | \$6.00 per User per Month |
| Trawick's | \$7.00 per User per Month |
| Immigration Core Analytical | \$21.00 per User per Month |
| Immigration Premier | \$31.00 per User per Month |
| Gale Company Profile (40026189) | \$7.00 per User per Month |
| Profiler (40216721) | \$15.00 per User per Month |
| Locator (40278895) | \$15.00 per User per Month |
| Federal Treatises (40319977) | \$30.00 per User per Month |
| Merten's | \$15.00 per User per Month |
| Norton's | \$15.00 per User per Month |
| CJS | \$11.00 per User per Month |
| BriefTools (40367606) | \$5.00 per User per Month |
| Enflex Plus | \$200.00 per User per Month |
| NetScan – FL + Federal | \$59.00 per User per Month |
| NetScan – FL, GA & AL | \$100.00 per User per Month |
| PastStat Locator (40356356) | \$15.00 per User per Month |
| State Legislative History (40356290) | \$15.00 per User per Month |
| PastStat Locator and State Legislative History | *\$25.00 per User per Month |
| *when purchased together | |

RIA and Warren, Gorham & Lamont Libraries

| | Monthly Rate | | | | | | | |
|--------------------------------|--------------|---------------|----------------|----------------|----------------|----------------|----------------|-----------------|
| | 1-5 Users | 6-10 Users | 11-15 Users | 16-20 Users | 21-35 Users | 36-50 Users | 51-76 Users | 76-100 Users |
| Complete Collection | \$3,500 | \$3,750 | \$4,000 | \$4,250 | \$4,500 | \$4,750 | \$5,000 | \$5,250 |
| Federal, State & Local Tax | \$1,200 | \$1,500 | \$1,800 | \$2,100 | \$2,400 | \$2,700 | \$3,000 | \$3,300 |
| Estate Planning Combined | \$750 | \$800 | \$850 | \$900 | \$950 | \$1,000 | \$1,080 | \$1,100 |
| Pension & Benefits Combined | \$300 | \$300 | \$300 | \$300 | \$300 | \$350 | \$350 | \$350 |
| International Tax Library | \$575 | \$600 | \$625 | \$625 | \$650 | \$650 | \$700 | \$750 |

If any agency elects to request access to an Analytical Library of Libraries, such access must be given to all Westlaw passwords issued to the agency and the associated charge will be billed to the agency accordingly. Sharing of Westlaw passwords between or among Subscriber's personnel is STRICTLY PROHIBITED. West reserves the right to monitor the passwords issued to an agency.

Upon availability, West will include the FL News Add-on to current subscribers at no additional cost.

6. During the Term of this agreement, Subscriber shall receive a 20% discount from initial charges for the West print products ordered by Subscriber during the Term of this agreement; provided, that Subscriber maintains the Westlaw pricing under the terms set forth in paragraphs 2 and 3 herein. At the end of the Term, all discounts set forth in this paragraph 6 shall immediately terminate.
7. Each Westlaw user, including each Westlaw user that receives Westlaw training, must purchase and be assigned his/her own password. Westlaw passwords may only be used by the person to whom the password is issued. Sharing of Westlaw passwords between or among Subscriber's personnel is **STRICTLY PROHIBITED**. West reserves the right to issue additional passwords to Subscriber and charge Subscriber for such additional passwords, if West learns that a Westlaw password has been used by a person other than the person to whom the password has been issued and all passwords will increase to \$111 per password per month. In the event a Subscriber changes from an hourly pricing arrangement to this pricing arrangement, Subscriber must purchase, at a minimum, the average number of Westlaw passwords Subscriber maintained under the hourly pricing arrangement during the 12 month period prior to the conversion to Plan 2.
8. The Monthly Charge per User under Plan 2 will not be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User per Agency for each password request during such month. The Monthly Charge per User per Agency for Subscribers that elect to change from another Westlaw price plan to Plan 2 pricing will be effective on the first day of the month following receipt of the appropriate documentation by West.

Computer Assisted Legal Research Resources Price Sheet-West Plan 3

Use of State Contracts shall be available to political subdivisions (county, local county board of public instruction, municipal, or other local public agency or authority and State Universities. OPS and part-time employees of state and local agencies may participate in this contract, regardless of benefits status; however, their usage must be conducted for a public purpose consistent with their employment so long as such part-time employees are not also engaged in the private practice of law. Eligible users shall use the vendor(s) services and products for government business and not other commercial purposes.

3. The agencies accessing Westlaw under Plan 3 shall be billed the rates set forth below for unlimited Westlaw access.

\$38 per user per month

2. Except as provided in Section 3, the following databases, Features and services shall be included in the Monthly Charge per User (“Included Charges”).

- State Case Law
- State Statutes
- State Digest
- Federal Circuit/District Court Decisions
- Supreme Court Reporter
- United States Code Annotated
- State Law Reviews
- KeyCite All
- Florida Jurisprudence 2d
- Monthly Subscription Charge

- Search
- Online Citation Checking
- Find
- Quote
- Domestic Communications
- Offline Transmission (printing and downloading)
- Training (reasonable)
- Offline Automated Citation Checking (via WESTCheck and including QuoteRight)
- Alert Services (WESTClip and KeyCite Alert)
- Images
- Westlaw Software

3. All other Westlaw Charges shall not be included in the Monthly Guarantee and shall be billed to Subscriber at then-current Schedule A Plan 2P rates (“Excluded Charges”). The Monthly Subscription Charges shall be waived. West may, at its option, make certain databases Features and services Excluded Charges if West is contractually bound or otherwise required to do so by a Contributor of Data or if the databases, Features or services are enhanced or released after the effective date of this Amendment.

4. Additional Base Products

Primary National/Federal Law Products

| | |
|---------------------------------|---------------|
| Regional Case Law | \$36 per user |
| All Federal Case Law | \$54 per user |
| All State Case Law | \$42 per user |
| All State Statutes | \$33 per user |
| Public Records | \$48 per user |
| Multi-State Administrative Code | \$22 per user |
| Bill and Regulation Tracking | \$54 per user |

Topical Base Products

| | | |
|--------------------|----------------------------|----------------------------|
| Bankruptcy | \$150 1 st user | \$80 each additional user |
| Commercial Law | \$230 1 st user | \$115 each additional user |
| Environmental Law | \$150 1 st user | \$75 each additional user |
| Federal Taxation | \$115 1 st user | \$65 each additional user |
| Insurance | \$115 1 st user | \$60 each additional user |
| Labor & Employment | \$135 1 st user | \$80 each additional user |

Analytical Products

| | |
|---|---------------|
| American Jurisprudence 2d | \$11 per user |
| American Jurisprudence Forms | \$6 per user |
| American Jurisprudence Pleading & Practice | \$7 per user |
| American Jurisprudence Proof of Facts | \$7 per user |
| American Jurisprudence Trials | \$6 per user |
| American Jurisprudence Proof of Facts and Trails | \$10 per user |
| American Law Reports | \$14 per user |

Add-on Products

Primary National/Federal Law Products

| | |
|------------------------------|---------------|
| Code of Federal Regulations | \$18 per user |
| /Federal Register | |
| Bill and Regulation Tracking | |
| Federal + 1 State | \$8 per user |
| Each Additional State | \$8 per user |
| Florida CLE | \$7 per user |

Topical Products

| | | |
|--------------------------------|----------------------------|---------------------------|
| Legislative News & Information | \$50 1 st user | \$10 each additional user |
| Business News & Information | | |
| Insurance | \$50 1 st user | \$10 each additional user |
| Labor & Employment | \$50 1 st user | \$10 each additional user |
| Environmental | \$50 1 st user | \$10 each additional user |
| Environmental Law | | |
| Single state | \$25 1 st user | \$15 each additional user |
| Multi-state | \$125 1 st user | \$65 each additional user |
| Labor & Employment | | |
| Single state | \$15 1 st user | \$10 each additional user |
| Multi-state | \$60 1 st user | \$45 each additional user |
| Insurance | | |
| Single state | \$20 1 st user | \$10 each additional user |
| Multi-state | \$70 1 st user | \$35 each additional user |
| Hawland's UCC | \$50 1 st user | \$10 each additional user |
| Norton's Bankruptcy | \$75 1 st user | \$10 each additional user |
| Mertens/Casey Analytical Tax | \$120 1 st user | \$60 each additional user |
| Taxation | | |
| Single state | \$20 1 st user | \$10 each additional user |
| Multi-state | \$100 1 st user | \$50 each additional user |

Analytical Products

| | |
|---------------------------|--------------|
| Wright and Miller Federal | \$5 per user |
| Practice and Procedure | |

Services

| | |
|-------------|---------------|
| KeyCite All | \$20 per user |
|-------------|---------------|

5. During the Term of this agreement, Subscriber shall receive a 20% discount from initial charges for the West print products ordered by Subscriber during the Term of this agreement; provided, that Subscriber maintains the Westlaw pricing under the terms set forth in paragraphs 2 and 3 herein. At the end of the Term, all discounts set forth in this paragraph 6 shall immediately terminate
6. Each Westlaw user, including each Westlaw user that receives Westlaw training, must purchase and be assigned his/her own password. Westlaw passwords may only be used by the person to whom the password is issued. Sharing of Westlaw passwords between or among Subscriber's personnel is **STRICTLY PROHIBITED**. West reserves the right to issue additional passwords to Subscriber and charge Subscriber for such additional passwords, if West learns that a Westlaw password has been used by a person other than the person to whom the password has been issued and all passwords will increase to \$61 per password per month. In the event a Subscriber changes from a Plan 2 or Plan 2A pricing arrangement to this pricing arrangement, Subscriber must purchase, at a minimum, the average number of Westlaw passwords Subscriber maintained under the Plan 2 pricing arrangement during the 12 month period prior to the conversion to Plan 3.
7. The Monthly Charge per User per under Plan 3 will not be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User per Agency for each password request during such month. The Monthly Charge per User per Agency for Subscribers that elect to change from Plan 2A (or another Westlaw price plan) to Plan 3 pricing will be effective on the first day of the month following receipt of the appropriate documentation by West.

Lexis-Nexis

ORDERING INSTRUCTIONS

NOTE: ALL ORDERS SHOULD BE DIRECTED TO:

SPURS VENDOR NUMBER: 52-1471842-086

VENDOR: LEXIS-NEXIS, a division of Reed Elsevier Inc. (A)

STREET ADDRESS OR P.O. BOX: 9443 Springboro Pike

CITY, STATE, ZIP: Miamisburg, OH 45342

TELEPHONE: 937-865-6800

TOLL FREE NO.: 800-227-9597

ORDERING FAX NO.: 407-566-9412

REMIT ADDRESS: P.O. Box 7247-7090

CITY, STATE, ZIP: Philadelphia, PA 19170-7090

WILL ACCEPT THE VISA CARD

PRODUCT

INFORMATION: DIRECT INQUIRY TO:

NAME AND TITLE: Keisha Smith

ADDRESS: 9443 Springboro Pike

CITY, STATE, ZIP: Miamisburg, OH 45342

TELEPHONE: 800-227-9597 x51569

TOLL FREE NO.: 800-227-9597 x51569

URL HOME PAGE ADDRESS: <http://www.lexis-nexis.com>

ELECTRONIC MAIL ADDRESS: keisha.smith@lexisnexus.com

ORDERING INSTRUCTIONS

Vendor: West Group

SPURS VENDOR NUMBER: F411426973-001

Please identify the person who will be responsible for administering the Contract on your behalf if award is made, and include an emergency contact phone number:

Name: Dave George
Title: Manager, Government Relations
Street Address: 610 Opperman Drive
E-mail Address: dave.george@thomson.com
Phone Number(s): (651) 687-7636
Fax Number: (651) 687-5686

If the person responsible for answering questions about the bid is different from the person identified above, please provide the same information for that person.

Name: _____
Title: _____
Street Address: _____
E-mail Address: _____
Phone Number(s): _____
Fax Number: _____

Ordering Information:

Please provide the following information about where Customers should direct orders. You must provide a regular mailing address. If equipped to receive purchase orders electronically, you may also provide an Internet address.

Spurs Information Number: F411426973001
Name: Kevin Mead
Title: Sales Representative
Street Address or P.O. Box: 3300 N.E. 191st St. LP6
City, State, Zip: Aventura, FL 33180
Phone Number: (305) 792-0193
Toll Free Number: (866) 678-5844
Ordering Fax Number: (305) 792-0193
Internet Address: www.westgroup.com
Federal ID Number: 41-1426973
Remit Address: West Payment Center, P.O. Box 6292
City, State, Zip: Carol Stream, IL 60197-6292

NOTE: Duplicate as necessary for multiple ordering locations.