



**Public Utility Commission of Texas**  
**Business Unit # 47300**  
**Purchase Order # 17-0000065**

Payment Terms: **NET30** Freight Terms: **FOB Shipping** Ship Via: **US Mail** PCC: **0** Date: **09/30/16** PO Method: **DG** Dispatch: **Dispatch** Rev Dt:  
**Via Email**

**PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS MAY BE LISTED AT THE END OF THE PURCHASE ORDER.**

**Vendor:** WEST PAYMENT CENTER - WEST GROUP  
PO BOX 6292  
CAROL STREAM IL 601976292  
**United States**

**Ship To:** 0001 - PUBLIC UTILITY COMMISSION O  
SUITE 8-100  
1701 N CONGRESS AVENUE  
Austin TX 78701  
United States

**Vendor ID:** 1411426973 2

**Purchaser:** Pablo Almaraz

**Phone:** 512/936-7069

**Fax:** 512/936-7058

**Email:** pablo.almaraz@puc.texas.gov

**Bill To:** PUBLIC UTILITY COMMISSION OF  
TEXAS  
Attn: Accounts Payable  
P.O. Box 13326  
Austin TX 78711-3326  
United States

**Fax:**  
**Email:** payables@puc.texas.gov

**PO Information:**

This legal research database is used by the librarian, agency attorneys and paralegals to retrieve information for cases and briefs. A reduced-price print book plan is also included in this contract.

Online Research Database: Westlaw Legal Research Subscription Texas CCG CALIR # 2010-01 (09/01/16 -- 07/31/17) Contract PO #15-0000634

TGC § 2162.105. EXEMPTION FROM PURCHASING LAWS. A contract by the council or a decision regarding whether a state agency is required to engage in competitive bidding is exempt from another state law regulating or limiting state purchasing or a purchasing decision.  
Added by Acts 1995, 74th Leg., ch. 41, § 1, eff. Sept. 1, 1995.

**Authorized Signature**

*Pablo Almaraz, CTPM*

**09/30/2016**



**Public Utility Commission of Texas**  
**Business Unit # 47300**  
**Purchase Order # 17-0000065**

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
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1- 1	CPA CONTRACT 956-M1, CCG CONTRACT NO. CCG-CALIR-2010-001, COMPUTER ASSISTED LEGAL AND INVESTIGATIVE RESEARCH SERVICES. SERVICE PERIOD JULY 1, 2015 - JULY 31, 2018.	956/58	11.0000	MO	\$3,467.09	\$38,137.99	09/30/2016
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**Schedule Total** \$38,137.99

ReqID:  
REQ0001764

GENERAL TERMS AND CONDITIONS ITEMS BELOW APPLY TO AND BECOME A PART OF ANY PUBLIC UTILITY COMMISSION OF TEXAS (PUCT) SOLICITATION DOCUMENT OR PURCHASE ORDER (PO). ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. BIDDING/OFFER/PROPOSAL REQUIREMENTS: 1.1 Vendors/contractors must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form. 1.2 Vendors/contractors must price per unit shown. Unit prices shall govern in the event of extension errors. 1.3 Solicitation responses should be submitted on this form and will not be accepted if modified onto or in vendors/contractors format. Solicitation responses must be returned to allow them to be time stamped at the Public Utility Commission of Texas on or before the hour and date specified for the solicitation opening. 1.4 Late and/or unsigned solicitation responses will not be considered under any circumstances. Person signing solicitation must have the authority to bind the firm in a contract. 1.5 Quote F.O.B. destination, freight prepaid and allowed unless otherwise stated in the solicitation. 1.6 Solicitation prices are requested to be firm for PUCT acceptance for 30 days from solicitation opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned. 1.7 Vendor/contractor should enter Texas Identification Number System (T.I.N.S.) number, full vendor name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, vendor name should appear on each continuation page of a bid. 1.8 Solicitation cannot be altered or amended after opening time unless allowed by law. Alterations made before opening time should be in writing by the vendor or his authorized agent. No solicitation can be withdrawn after opening time without approval by the PUCT based on an acceptable written reason. 1.9 Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption. Certificates are available upon request. 1.10 The State reserves the right to accept or reject all or any part of any solicitation, waive minor technicalities and award the solicitation to best serve the interests of the state. 1.11 Consistent and continued tie bids/offers could cause rejection of solicitation by the PUCT and/or investigation of the State. 1.12 The telephone number for FAX submission of bids is 1-512-936-7058. This is the only number that will be used for the receipt of bids/offers. The State shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered. 1.13 Any contract resulting from this solicitation is contingent upon the continued availability of appropriations by the Texas Legislature. 2. SPECIFICATION: 2.1 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Solicitation responses on brands of like nature and quality will be considered unless advertised under Government Code, Title 10, Subtitle D, §.2155.067. If bidding/offering/proposing other than referenced items, vendor/contractor should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and a complete description of the product offered are requested to be made part of the bid/offer. By not taking exception to specifications or reference data will require vendor/contractor to furnish specified brand names, numbers, etc. 2.2 Unless otherwise specified, items bid/offered/ proposed shall be new and unused and of current production. 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA. 2.4 Samples, when requested, must be furnished free of expense to the State. If not destroyed during examination, they will be returned to the vendor on request at vendor's expense. Each sample should be marked with vendors name and address and PO number. Do not enclose in or attach bid/offer to sample. 2.5 The State will not be bound by any oral statement or representation contrary to the written specifications. 2.6 Manufacturer's standard warranty shall apply unless otherwise stated. 2.7 Technology Access Clause Vendor/contractor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the vendor/contractor represents and warrants to the PUCT that the technology provided to the PUCT for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology of: (a) providing equivalent access for effective use by both visual and non-visual means; (b) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (c) being integrated into networks for obtaining, retrieving and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase "equivalent

**Authorized Signature**

*Pablo Alvarez, CTPM*

**09/30/2016**



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access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assertive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. This requirement applies to all contracts that involve the purchase of an automated information system, with out regard to: (i) the source of funds used to make the purchase; (ii) whether the purchase is made under delegated purchasing authority; or (iii) whether the purchase is made under the authority of the Texas Government Code, Title 10, Subtitle D, or other law. (d) This section does not apply to the purchase of a wireless communications device to be used by peace officers, firefighters, and other emergency response personnel to respond to a public safety emergency.

3. TIE BIDS: Awards will be made in accordance with 1 TAC §113.6 (b) (3) and 113.8 (preferences). 4. DELIVERY: 4.1 Show number of days required to deliver material to the receiving agency's designated location under normal conditions. By not stating a delivery time, Vendor/contractor is obligated to deliver in 14 calendar days. Unrealistic delivery promised may cause bid/offer to be disregarded. 4.2 If delay is foreseen, vendor/contractor shall give written notice to PUCT. Vendor must keep PUCT advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes PUCT to purchase goods or services elsewhere and charge full increase, if any, in cost and handling to defaulting vendor. 4.3 No substitutions permitted without written approval of PUCT or the Comptroller of Public Accounts. 4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from PUCT. 5. INSPECTION AND TESTS: All goods will be subject to inspection and test by the State. Authorized personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the solicitation or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance. 6. AWARD OF CONTRACT: A response to the solicitation or PO is an offer to contract based upon the terms, conditions and specifications contained herein. Bids/offers do not become contracts until they are accepted through a PO. The contract shall be governed, construed and interpreted under the laws of the State of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, § 2155.074 2156.007 shall also be considered in making an award. 7. PAYMENT: Vendor shall submit two copies of an itemized invoice showing order number on all copies. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. 8. PATENTS OR COPYRIGHTS: The vendor agrees to protect the State from claims involving infringement of patents or copyrights. 9. ASSIGNMENTS: Vendor/contractor hereby assigns to PUCT any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A § 1, et seq., and the antitrust laws of the State of Texas, Tex. Bus. Comm. Code Ann. §15.01. et seq. 10. BIDDER VENDOR AFFIRMATION: Signing the solicitation with a false statement is a material breach of contract and shall void the submitted bid/offer or any resulting contracts, and the vendor shall be removed from all bid lists. By signature here on affixed. The vendor hereby certifies that: 10.1 The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid/offer. 10.2 Neither the vendor nor the firm, corporation, partnership, or institution represented by the vendor/contractor, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State Federal Antitrust Laws, (see Section 9, above) nor communicated directly or indirectly the bid/offer/proposal made to any competitor or any other person engaged in such line of business. 10.3 Pursuant to Texas Government Code, Title 10, Subtitle D, § 2155.004(a), the vendor/contractor has not received compensation for participation in the preparation of the specifications for this solicitation. 10.4 Pursuant to Texas Family Code, Title 5, Subtitle D, § 231.006(d), regarding child support, the vendor/contractor certifies that the individual or business entity named in this bid/offer/PO is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. 10.5 Pursuant to Texas Government Code, Title 10, Subtitle D, § 2155.004(b) the vendor/contractor certifies that the individual or business entity named in this solicitation is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. 10.6 INDEMNITY: The vendor/contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of vendor/contractor or any agent, employee, subcontractor, or supplier of vendor/contractor in the execution or performance of this PO/contract. 10.7 Vendor/contractor agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support, that is owed to the State of Texas. 10.8 Vendor/contractor certifies that they are in compliance with Texas Government Code, Title 6, Subtitle 8, § 669.003 of the Government Code, relating to contracting with executive head of a State agency. If Section 669.003 applies, vendor will complete the following information in order for the bid/offer/proposal to be evaluated: Name of Former Executive: \_\_\_\_\_ Name of State Agency: \_\_\_\_\_ Date of Separation form State Agency: \_\_\_\_\_ Position with Vendor/Contractor: \_\_\_\_\_ Date of Employment with Vendor/Contractor: \_\_\_\_\_ 10.9 Vendor/contractor agrees to comply with Texas Government Code, Title 10, Subtitle D, § 2155.4441 relating to use of service contracts for products produced in 10.10 By signing this bid/offer vendor/contractor certifies that if a Texas address is shown as the address of the vendor/contractor, vendor/contractor qualifies as a Texas Resident Bidder/Offerer/ Proposer as defined in Texas Administrative Code, Title 1, Part 5, Chapter 111, Subchapter A, §111.2(1 0). 10.11 STATE AUDIT: The vendor/contractor understands that acceptance of funds under this Contract PO acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit, or investigation, in connection with those

**Authorized Signature**

*Pablo Alvarez, CTPM*

**09/30/2016**



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funds. Vendor/contractor further agrees to cooperate fully with the State Auditor's Office, or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor/contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through vendor/contractor and the requirement to cooperate is included in any subcontract it awards. Texas Government Code, Title 10, Subtitle D, § 2262.003. 11. OWNERSHIP DISCLOSURE: Pursuant to Section 231.006 (c) Family Code, a solicitation response must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the response. 12. NOTE TO BIDDER/ OFFERER/ PROPOSER: The State of Texas Purchase Order, and its General Terms and Conditions, shall constitute a contract between PUCT and the selected/ awarded vendor. Any terms and conditions attached to a solicitation response will not be considered unless specifically referred to in the response. PUCT may elect to execute the referenced terms and conditions provided by the vendor (vendor contract) which shall supplement the purchase order. However, PUCT will not execute a vendor contract with unacceptable, vague, or conflicting terms and may result in disqualification of the bid/ offer/ or proposal. In the event of a conflict between the PO and any executed vendor contract, the PUCT PO shall prevail. 13. DISPUTE: Pursuant to Chapter 2260 of the Texas Government Code, any dispute arising under a contract/PO for goods and services, for which this chapter applies must be resolved under the provisions of this chapter. PUCT Protest Procedures will be provided upon request. 14. TEXAS PUBLIC INFORMATION ACT AND CONFIDENTIAL INFORMATION: Information, documents and other material connected with this solicitation or any resulting contract may be subject to public disclosure under the Texas Public Information Act unless vendor/contractor can show the response or specific parts of it are exempt from public disclosure. PUCT will not assert legal arguments on behalf of vendors/contractors. If the vendor/contractor believes that parts of a response to this solicitation are confidential, he must state in conspicuous letters the term "CONFIDENTIAL" on that part it believes to be confidential. 15. CANCELLATION: Unless otherwise specified in the solicitation, PUCT may cancel the purchase order without penalty, either in whole or in part for any reason. 16. STATE LAWS: The resulting contract/PO shall be governed by and in accordance with the laws of the State of Texas. Venue for any action arising hereunder shall be in Travis County, Texas. 17. CONSTRUCTION: The invalidity or unenforceability of any provision of the contract shall not affect the validity or enforceability of any other provision. Neither party may assign the contract without the prior written consent of the other party. Any amendment or modification will be effective only if in writing and signed by PUCT. 18. DISCRETIONARY EXTENSION: Contracts for services, whose original period were for one year or longer, may be extended for up to ninety (90) days beyond the normal expiration date of the contract, under substantially the same terms and conditions, provided the vendor/ contractor and the PUCT mutually agree to extension and pricing during the extension period. 19. FORCE MAJEURE: PUCT may grant relief from performance to the extent performance is delayed or damaged beyond the reasonable control of the affected party which could not, by due diligence, have avoided. Such causes include, but are not limited to, Acts of God, severe weather, explosions, riots, acts of war, labor strike, or orders of legal authority

**Item Total for Line # 1**

**Total PO Amount**

All Shipments, Shipping papers, invoices and correspondence must be identified with our Purchase Order Number. Over shipments will not be accepted unless authorized by Purchaser prior to Shipment.

**Authorized Signature**

*Pablo Alvarez, CTPM*

**09/30/2016**

## Almaraz, Pablo

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**From:** Almaraz, Pablo  
**Sent:** Friday, September 30, 2016 10:44 AM  
**To:** Payables  
**Cc:** jennifer.koithan@thomsonreuters.com; Maxwell, Carol; Almaraz, Pablo  
**Subject:** FW: Dispatched Purchase Order  
**Attachments:** 47300\_17-0000065\_0.pdf

Please see the attached PO for processing.

Sincerely,  
Pablo Almaraz

-----Original Message-----

From: DoNotReply-cappsfinprd1@cpa.texas.gov [mailto:DoNotReply-cappsfinprd1@cpa.texas.gov]  
Sent: Friday, September 30, 2016 10:00 AM  
To: Almaraz, Pablo <Pablo.Almaraz@puc.texas.gov>  
Subject: Dispatched Purchase Order

Purchase Order, 47300 / 17-0000065, has been Dispatched. Please detach and print the attached Purchase Order.

# DEBARRED VENDOR LIST

The following vendors shown below are debarred from doing business with the State of Texas, effective from the date of debarment for the length of time indicated. Whether they are listed below or not, the debarred vendors include the vendors' successors in interest as defined in Rule §20.102(b)(4).

Last updated: 10/27/16

Vendor ID Number	Vendor Name/Address	Date of Debarment	Length of Debarment
1562456928900	Smith Housewares and Restaurant Supplies 500 Erie Blvd. Syracuse, NY 13202	November 12, 2014	5 Years
1743261315000	Walker's Electric Company 1520 Park St Beaumont TX 77701 Also: Walkers Electric Company Calvin G. Walker Stacy Walker	August 28, 2012	5 Years
1272447273800	Walker Electric Company, LLC 1520 Park St. Beaumont TX 77701-5527 Also: Walkers Electric Company Calvin G. Walker Stacy Walker	August 28, 2012	5 Years
1760677671800	Texas Code Blue 5550 Eastex Fwy, Suite # L Beaumont, TX 77708-5300	October 24, 2016	5 Years



## Franchise Tax Account Status

As of : 11/03/2016 16:12:38 PM

**This Page is Not Sufficient for Filings with the Secretary of State**

<b>WEST PUBLISHING CORPORATION</b>	
<b>Texas Taxpayer Number</b>	14114269732
<b>Mailing Address</b>	620 OPPERMAN DR EAGAN, MN 55123-1340
<b>Right to Transact Business in Texas</b>	ACTIVE
<b>State of Formation</b>	MN
<b>Effective SOS Registration Date</b>	11/23/1983
<b>Texas SOS File Number</b>	0006030806
<b>Registered Agent Name</b>	CORPORATION SERVICE COMPANY D/B/A+
<b>Registered Office Street Address</b>	211 E. 7TH STREET SUITE 620 AUSTIN, TX 78701

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : WEST\* PUBLISHING\* CORPORATION\***  
**Record Status: Active**

<b>ENTITY</b> WEST PUBLISHING CORPORATION	Status:Active
DUNS: 148508286 +4:	CAGE Code: 89101 DoDAAC:
Expiration Date: Mar 25, 2017	Has Active Exclusion?: No Delinquent Federal Debt?: No
Address: 610 OPPERMAN DR City: SAINT PAUL ZIP Code: 55123-1340	State/Province: MINNESOTA Country: UNITED STATES
<b>ENTITY</b> WEST PUBLISHING CORPORATION	Status:Active
DUNS: 112514281 +4:	CAGE Code: 1YZF9 DoDAAC:
Expiration Date: May 4, 2017	Has Active Exclusion?: No Delinquent Federal Debt?: No
Address: 800 CORPORATE POINTE STE 150 City: CULVER CITY ZIP Code: 90230-7676	State/Province: CALIFORNIA Country: UNITED STATES



## Vendor Hold Search

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Search terms: *WEST PUBLISHING CORPORATION*

No vendor hold record was found for the search criteria.

[New query](#)

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Texas Comptroller of Public Accounts

Questions? Contact [statewide.accounting@cpa.texas.gov](mailto:statewide.accounting@cpa.texas.gov)  
[Comptroller.Texas.Gov](http://Comptroller.Texas.Gov) | [FMX](#)  
[FMX Sitemap](#) | [Contact FM](#)  
[Accessibility Policy](#) | [Privacy and Security Policy](#)

# PUBLIC UTILITY COMMISSION OF TEXAS

## TERM CONTRACT PURCHASE ORDER (Non Automated)

1701 N. Congress  
Austin, Texas 78701-1402

P.O. Box 13326  
Austin, Texas 78711-3326

**PO # 473-14-00445**

**VENDOR NO:** 14106065007 **PCC Code:** 9-EXEMPT Term

**VENDOR NAME:** WEST GROUP PAYMENT CENTER

**CONTACT:** NANCY LEONARD

610 OPPERMAN DRIVE  
D5-04

EAGAN MN 55123 -

Phone: (612) 687-7122 FAX: (612) 687-4968

**SHIP TO:**

Public Utility Commission of Texas  
1701 N. Congress, Room 8-100

P.O. Box 13326

Austin, Texas 78711-3326

PO DATE	PURCHASER	SHIP VIA	F.O.B. POINT	TERMS			
07/01/14	Theresa Lopez		Destination	Net, 30 days			
QTY	Unit	Class/Item	Description	Stock #	Recycled	Unit Price	TOTAL
12	MO	956-58	LEGAL RESEARCH DATABASE SUBSCRIPTION: WESTLAW CUSTOM SELECT, TEXAS CCG CALIR #2001-01. (07/01/14 -- 06/30/15 @ \$3284/MONTH)			3,284.00	39,408.00

SUBTOTAL	39,408.00
TAX EXEMPTION #741834669	
DELIVERY CHARGES	
OTHER	
<b>TOTAL</b>	<b>\$ 39,408.00</b>

**Reference: - CCG Contract No. CCG-CALIR-2010-001 To Provide Computer Assisted Legal Research and Investigative Services (CALIR)**

**TERM:956-M1**

**Pricing per: Attached West Order Form# 1000203404**

**Legal Cite: Government Code 2162.105 State Council on Competitive Government**

**Term: The contract term shall be for the period beginning July 1, 2014 through June 30, 2015**

**Monthly payments to be paid as follows:**

**PO for period of July 1, 2014 through June 30, 2015 @ \$3,284.00 x 12 = \$39,408.00**

**Purchasing Contact Person:**

Theresa Lopez, CTPM, CTCM

Phone: (512) 936-7069

FAX: (512) 936-7058

E-mail: purchasing@puc.state.tx.us

**Invoicing Contact:**

Accounts Payable

Phone: (512) 936-7071

FAX: (512) 936-7058

E-mail: payables@puc.state.tx.us

ALL TERMS AND CONDITIONS SET FORTH IN OUR BID INVITATION BECOME A PART OF THIS ORDER.

VENDOR GUARANTEES MERCHANDISE WILL MEET OR EXCEED SPECIFICATIONS IN THE BID INVITATION.

Questions or concerns regarding this transaction or service should be directed to: Public Utility Commission of Texas, Phone: (512) 936-7069 or FAX: (512) 936-7058  
Formal written complaints may be directed to the Public Utility Commission of Texas, address located at the top of this form, attention: Fiscal Services.

**Invoicing Standards**

To facilitate payments from the Public Utility Commission of Texas, please follow the invoicing standards set forth below.

The invoice should include, but is not limited to including:

- (1) the vendor's mailing and e-mail (if applicable ) address;
- (2) the vendor's telephone number;
- (3) the name and telephone number of a person designated by the vendor to answer questions regarding the invoice;
- (4) the state agency requisition number;
- (5) the state agency's name, agency number, and delivery address;
- (6) the commission's purchase order number, if applicable;
- (7) the contract number or other reference number if applicable;
- (8) a valid Texas Identification Number (TIN) issued by the Comptroller of Public Accounts;
- (9) a description of the goods or services, in sufficient detail to identify the order which relates to the invoice;
- (10) unit numbers corresponding to the original order; and
- (11) invoices must be sent to the Public Utility Commission of Texas, Attention: Accounts Payable, at the address on top of the purchase order ; and
- (12) other relevant information supporting and explaining the payment requested or identifying a successor organization to an original vendor, if necessary.

**F.O.B. Destination**

Freight paid only if negotiated prior to purchase.

PUBLIC UTILITY COMMISSION OF TEXAS, FISCAL SERVICES

PURCHASER:

*[Handwritten signature]*, *CTPM, CTCM*

(IN ACCORDANCE WITH YOUR BID, SUPPLIES MUST BE PLACED IN THE AGENCY RECEIVING ROOM IN NIA DAYS FROM RECEIPT OF ORDER.)

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Chapter20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this number order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

**GENERAL TERMS AND CONDITIONS**

ITEMS BELOW APPLY TO AND BECOME A PART OF ANY PUBLIC UTILITY COMMISSION OF TEXAS (PUCT) SOLICITATION DOCUMENT OR PURCHASE ORDER (PO). ANY EXCEPTIONS THERETO MUST BE IN WRITING.

**1. BIDDING/OFFER/PROPOSAL REQUIREMENTS:**

- 1.1 Vendors/contractors must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Vendors/contractors must price per unit shown. Unit prices shall govern in the event of extension errors.
- 1.3 Solicitation responses should be submitted on this form and will not be accepted if modified onto or in vendors/contractors format. Solicitation responses must be returned to allow them to be time stamped at the Public Utility Commission of Texas on or before the hour and date specified for the solicitation opening.
- 1.4 Late and/or unsigned solicitation responses will not be considered under any circumstances. Person signing solicitation must have the authority to bind the firm in a contract.
- 1.5 Quote F.O.B. destination, freight prepaid and allowed unless otherwise stated in the solicitation.
- 1.6 Solicitation prices are requested to be firm for PUCT acceptance for 30 days from solicitation opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
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- 1.9 Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption. Certificates are available upon request.
- 1.10 The State reserves the right to accept or reject all or any part of any solicitation, waive minor technicalities and award the solicitation to best serve the interests of the state.
- 1.11 Consistent and continued tie bids/offers could cause rejection of solicitation by the PUCT and/or investigation of the State.
- 1.12 The telephone number for FAX submission of bids is 1-512-936-7058. This is the only number that will be used for the receipt of bids/offers. The State shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or other wise non-responsive bids will not be considered.
- 1.13 Any contract resulting from this solicitation is contingent upon the continued availability of appropriations by the Texas Legislature.

**2. SPECIFICATION:**

- 2.1 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Solicitation responses on brands of like nature and quality will be considered unless advertised under Government Code, Title 10, Subtitle D, §2155.067. If bidding/offering/ proposing other than referenced items, vendor/contractor should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and a complete description of the product offered are requested to be made part of the bid/offer. By not taking exception to specifications or reference data will require vendor/contractor to furnish specified brand names, numbers, etc.
- 2.2 Unless otherwise specified, items bid/offered/ proposed shall be new and unused and of current production.
- 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4 Samples, when requested, must be furnished free of expense to the State. If not destroyed during examination, they will be returned to the vendor on request at vendor's expense. Each sample should be marked with vendors name and address and PO number. Do not enclose in or attach bid/offer to sample.
- 2.5 The State will not be bound by any oral statement or representation contrary to the written specifications.
- 2.6 Manufacturer's standard warranty shall apply unless otherwise stated.
- 2.7 Technology Access Clause – Vendor/contractor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the vendor/contractor represents and warrants to the PUCT that the technology provided to the PUCT for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology of: (a) providing equivalent access for effective use by both visual and non-visual means; (b) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (c) being integrated into networks for obtaining, retrieving and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. This requirement applies to all contracts that involve the purchase of an automated information system, with out regard to: (i) the source of funds used to make the purchase; (ii) whether the purchase is made under delegated purchasing authority; or (iii) whether the purchase is made under the authority of the Texas Government Code, Title 10, Subtitle D, or other law. (d) This section does not apply to the purchase of a wireless communications device to be used by peace officers, firefighters, and other emergency response personnel to respond to a public safety emergency.

**3. TIE BIDS:**

Awards will be made in accordance with 1 TAC §113.6 (b) (3) and 113.8 (preferences).

**4. DELIVERY:**

- 4.1 Show number of days required to deliver material to the receiving agency's designated location under normal conditions. By not stating a delivery time, Vendor/contractor is obligated to deliver in 14 calendar days. Unrealistic delivery promised may cause bid/offer to be disregarded.
- 4.2 If delay is foreseen, vendor/contractor shall give written notice to PUCT. Vendor must keep PUCT advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes PUCT to purchase goods or services elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- 4.3 No substitutions permitted without written approval of PUCT or the Comptroller of Public Accounts.
- 4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from PUCT.

**5. INSPECTION AND TESTS:**

All goods will be subject to inspection and test by the State. Authorized personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the solicitation or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.

**6. AWARD OF CONTRACT:**

A response to the solicitation or PO is an offer to contract based upon the terms, conditions and specifications contained herein. Bids/offers do not become contracts until they are accepted through a PO. The contract shall be governed, construed and interpreted under the laws of the State of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, § 2155.074 & 2156.007 shall also be considered in making an award.

**7. PAYMENT:**

Vendor shall submit two copies of an itemized invoice showing order number on all copies. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice.

**8. PATENTS OR COPYRIGHTS:**

The vendor agrees to protect the State from claims involving infringement of patents or copyrights.

**9. ASSIGNMENTS:**

Vendor/contractor hereby assigns to PUCT any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A § 1, et seq., and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code Ann. §15.01, et seq.

**10. BIDDER & VENDOR AFFIRMATION:**

Signing the solicitation with a false statement is a material breach of contract and shall void the submitted bid/offer or any resulting contracts, and the vendor shall be removed from all bid lists. By signature here on affixed. The vendor hereby certifies that:

- 10.1 The vendor has not given, offered to give, nor intends to give at anytime hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid/offer.
- 10.2 Neither the vendor nor the firm, corporation, partnership, or institution represented by the vendor/contractor, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State Federal Antitrust Laws, (see Section 9, above) nor communicated directly or indirectly the bid/offer/proposal made to any competitor or any other person engaged in such line of business.
- 10.3 Pursuant to Texas Government Code, Title 10, Subtitle D, § 2155.004(a), the vendor/contractor has not received compensation for participation in the preparation of the specifications for this solicitation.
- 10.4 Pursuant to Texas Family Code, Title 5, Subtitle D, § 231.006(d), regarding child support, the vendor/contractor certifies that the individual or business entity named in this bid/offer/PO is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 10.5 Pursuant to Texas Government Code, Title 10, Subtitle D, § 2155.004(b) the vendor/contractor certifies that the individual or business entity named in this solicitation is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- 10.6 INDEMNITY: The vendor/contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of vendor/contractor or any agent, employee, subcontractor, or supplier of vendor/contractor in the execution or performance of this PO/contract.
- 10.7 Vendor/contractor agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support, that is owed to the State of Texas.
- 10.8 Vendor/contractor certifies that they are in compliance with Texas Government Code, Title 6, Subtitle 8, § 669.003 of the Government Code, relating to contracting with executive head of a State agency. If Section 669.003 applies, vendor will complete the following information in order for the bid/offer/proposal to be evaluated:  
 Name of Former Executive: \_\_\_\_\_  
 Name of State Agency: \_\_\_\_\_  
 Date of Separation from State Agency: \_\_\_\_\_  
 Position with Vendor/Contractor: \_\_\_\_\_  
 Date of Employment with Vendor/Contractor: \_\_\_\_\_
- 10.9 Vendor/contractor agrees to comply with Texas Government Code, Title 10, Subtitle D, § 2155.4441 relating to use of service contracts for products produced in
- 10.10 By signing this bid/offer vendor/contractor certifies that if a Texas address is shown as the address of the vendor/contractor, vendor/contractor qualifies as a Texas Resident Bidder/Offerer/ Proposer as defined in Texas Administrative Code, Title 1, Part 5, Chapter 111, Subchapter A, §111.2(10).
- 10.11 STATE AUDIT: The vendor/contractor understands that acceptance of funds under this Contract PO acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit, or investigation, in connection with those funds. Vendor/contractor further agrees to cooperate fully with the State Auditor's Office, or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor/contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through vendor/contractor and the requirement to cooperate is included in any subcontract it awards. Texas Government Code, Title 10, Subtitle D, § 2262.003.

**11. OWNERSHIP DISCLOSURE:**

Pursuant to Section 231.006 (c) Family Code, a solicitation response must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the response.

**12. NOTE TO BIDDER/ OFFERER/ PROPOSER:**

The State of Texas Purchase Order, and its General Terms and Conditions, shall constitute a contract between PUCT and the selected/ awarded vendor. Any terms and conditions attached to a solicitation response will not be considered unless specifically referred to in the response. PUCT may elect to execute the referenced terms and conditions provided by the vendor (vendor contract) which shall supplement the purchase order. However, PUCT will not execute a vendor contract with unacceptable, vague, or conflicting terms and may result in disqualification of the bid/ offer/ or proposal. In the event of a conflict between the PO and any executed vendor contract, the PUCT PO shall prevail.

**13. DISPUTE:**

Pursuant to Chapter 2260 of the Texas Government Code, any dispute arising under a contract/PO for goods and services, for which this chapter applies must be resolved under the provisions of this chapter. PUCT Protest Procedures will be provided upon request.

**14. TEXAS PUBLIC INFORMATION ACT AND**

**CONFIDENTIAL INFORMATION:** Information, documents and other material connected with this solicitation or any resulting contract may be subject to public disclosure under the Texas Public Information Act unless vendor/contractor can show the response or specific parts of it are exempt from public disclosure. PUCT will not assert legal arguments on behalf of vendors/contractors. If the vendor/contractor believes that parts of a response to this solicitation are confidential, he must state in conspicuous letters the term "CONFIDENTIAL" on that part it believes to be confidential.

**15. CANCELLATION:**

Unless otherwise specified in the solicitation, PUCT may cancel the purchase order without penalty, either in whole or in part for any reason.

**16. STATE LAWS:**

The resulting contract/PO shall be governed by and in accordance with the laws of the State of Texas. Venue for any action arising hereunder shall be in Travis County, Texas.

**17. CONSTRUCTION:**

The invalidity or unenforceability of any provision of the contract shall not affect the validity or enforceability of any other provision. Neither party may assign the contract without the prior written consent of the other party. Any amendment or modification will be effective only if in writing and signed by PUCT.

**18. DISCRETIONARY EXTENSION:**

Contracts for services, whose original period were for one year or longer, may be extended for up to ninety (90) days beyond the normal expiration date of the contract, under substantially the same terms and conditions, provided the vendor/ contractor and the PUCT mutually agree to extension and pricing during the extension period.

**19. FORCE MAJEURE:**

PUCT may grant relief from performance to the extent performance is delayed or damaged beyond the reasonable control of the affected party which could not, by due diligence, have avoided. Such causes include, but are not limited to, Acts of God, severe weather, explosions, riots, acts of war, labor strike, or orders of legal authority.



A Thomson Reuters business

# Order Confirmation

Here are the details of your recent order (#200496879)

If your order includes physical goods, as soon as we ship your order, we will send you a follow-up email with additional information and tracking instructions, with the exception of any products shipped from our International publishers.

Thank you for your order. We appreciate your business.

<b>Billing Address: 1000203404</b>
TX PUBLIC UTILITY COMM
LIBRARY
P.O. Box 13326
AUSTIN TX 78711-3326
USA

<b>Shipping Address : 1000203404</b>
TX PUBLIC UTILITY COMM
LIBRARY
P.O. Box 13326
AUSTIN TX 78711-3326
USA

Information			
<b>Order Number</b>	200496879	<b>Order Date</b>	02/27/2014
<b>Purchase Order No</b>		<b>Purchase Order Date</b>	02/24/2014
<b>Gross Weight</b>	LB	<b>Shipping Method</b>	Ground - Best Rate
<b>Payment Method</b>	Billed to Account	<b>Account #</b>	1000203404
<b>Material Description</b>	<b>Quantity</b>	<b>Availability Date</b>	
WESTLAW SELECT	1.00 EA		

If you have questions about your order, please contact the appropriate West Customer Service below.

West Customer Service: 1-800-328-4880 email: [west.customer.service@thomson.com](mailto:west.customer.service@thomson.com)  
 Federal Government customers: 1-800-328-2781 email: [west.fed.govt@thomson.com](mailto:west.fed.govt@thomson.com)  
 Resellers/International customers: 1-800-328-2209 email: [west.bookstore@thomson.com](mailto:west.bookstore@thomson.com)

Did you know that you can use My Account to check on the status of your order? Just copy and paste the following address into your browser window for a link to our online self-help site - available 24-hours a day, 7 days a week.  
[west.thomson.com/myaccountinfo](http://west.thomson.com/myaccountinfo)

Thanks Again

# THOMSON REUTERS WESTLAW™

## Account summary/proposal for: State of Texas- Public Utility Commission

### State Contract:

West's Response to RFO #CCG-CALIR-2010-001 to Provide Computer Assisted Legal Research and Investigative Services (CALIR)

### Current contract:

#### **Option 19: Agency-Specific Special Offer**

Legal research needs vary widely from agency to agency depending on the nature of the work performed and the unique legal research needs of the end users.. This option provides maximum flexibility to those agencies requiring special content or content different from the Roles-based options, and will provide such agencies the best value, in terms of both price and content. Special offer pricing will be negotiated on an agency-by-agency, case-by-case basis, depending upon the unique content selected by the state agency.

#### **Platform: West Law Next**

#### **Content:**

- American Jurisprudence
- Employment Regulations Suite
- Wright & Miller's-Federal Practice and Procedure
- Public Utilities
- All Primary Law
- Graphical Statutes
- State Legislative History Bundle
- Texas Practice Series
- Texas Practice Guide;
- Primary Law
- U.S. News

#### **Contract terms:**

- Up to 30 attorney users for \$2,399.74
- 3% year over year increase
- Expires: 06/30/2016

#### **Proposed Modifications:**

- Up to 55 attorney users for \$3,284/month
- 3% year over year increases
- Expires: 06/30/2016
- 03/01/14-06/30/2014 = \$3,284/month
- 07/01/14-06/30/2015= \$3,284/month
- 07/01/15-06/30/2016=\$3,382.52/month

- **\*Note: Under this proposal all books have been discounted 50%. The agency will realize \$6,500 in additional savings off of their current TR legal subscriptions.**

## Lopez, Theresa

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**From:** Lloyd, Brian  
**Sent:** Friday, February 21, 2014 3:45 PM  
**To:** Lopez, Theresa  
**Subject:** Re: Westlaw Contract

Approved

Sent from my iPhone

On Feb 20, 2014, at 4:17 PM, "Lopez, Theresa" <[Theresa.Lopez@puc.texas.gov](mailto:Theresa.Lopez@puc.texas.gov)> wrote:

Good Afternoon Brian,

Below Carol has outlined the Westlaw increase to add users... the highlighted yellow is the change order that needs to be done for this FY...Please let me know if you approve and I will proceed?

**Current Contract Agreement:**

Westlaw online remaining year 3 (July 1, 2013 – June 30, 2014): \$2399.78/month or \$28,797.36/year

Westlaw online year 4 (July 1, 2014 – June 30, 2015): \$2471.77/month or ~~\$29,661.24/year~~

Westlaw online year 5 (July 1, 2015 – June 30, 2016): \$2545.92/month or ~~\$30,551.04/year~~

**Proposed Contract Agreement (print books rolled into contract amendment):**

Westlaw online year 3 remaining term (March 1, 2014 – June 30, 2014): \$3284/month or \$13,136

Westlaw print year 3 remaining term (March 1, 2014 – June 30, 2014): \$713.67/month or \$2854.68

Total print + online for year 3 remainder: \$15,990.68

Westlaw online year 4 (July 1, 2014 – June 30, 2015): \$3284/month or \$39,408/year

Westlaw print year 4 (July 1, 2014 – June 30, 2015): \$713.67/month or \$8564.04/year

Total print + online for ~~year,4:~~ \$47,972.04

Westlaw online year 5 (July 1, 2015 – June 30, 2016): \$3382.52/month or \$40,590.24/year

Westlaw print year 5 (July 1, 2015 – June 30, 2016): \$735.08/month or \$8,820.96/year

Total print + online for ~~year,5:~~ \$49,411.20

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**From:** Maxwell, Carol  
**Sent:** Friday, October 04, 2013 10:53 AM  
**To:** Lopez, Theresa; Feldman, Kasey  
**Cc:** Lloyd, Brian  
**Subject:** Westlaw Contract

Hi Kasey and Theresa,



**Public Utility Commission**  
**Purchase Order # 47300 15-0000634**  
**CHANGE ORDER - REPRINT**

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
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1-1	CPA CONTRACT 956-M1, CCG CONTRACT NO. CCG-CALIR-2010-001, COMPUTER ASSISTED LEGAL AND INVESTIGATIVE RESEARCH SERVICES. SERVICE PERIOD JULY 1, 2015 - JULY 31, 2018.	956/58	2.0000	MO	3366.10000	6732.20	07/13/2015
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Schedule Total 6732.20

ReqID:  
REQ0000549

PUC ACCOUNT# 1000203404. WESTPACK PROMOTION CODE WPK3. FULL SVC# 40988737 WESTLAWNEXT GOV SELECT 55  
 PASSWORDS. WESTPACK PRINT AND CD-ROM PRODUCTS FULL SVC# 15437989 TX SESSION LAWS SERV PAM DISCOUNTED  
 SUB

AS PER CCG CONTRACT. ATTACHED WEST ORDER FORM. AND EMAIL FROM JENNIFER KOITHAN DATED JUNE 25, 2015.

**SERVICE PERIOD AND MONTHLY COST:**

JULY 1, 2015 - \$3,366.10  
 AUGUST 1, 2015 - JULY 31, 2016 \$3,366.10 = \$40,393.20  
 AUGUST 1, 2016 - JULY 31, 2017 \$3,467.09 (3% INCREASE) = \$41,605.08  
 AUGUST 1, 2017 - JULY 31, 2018 \$3,571.10 (3% INCREASE) = \$42,853.20

NOTE- THE AMOUNT INDICATED ON THIS PO IS FOR FISCAL YEAR (FY) 15 SERVICES.  
 FISCAL YEAR MEANS THE ACCOUNTING PERIOD FOR TEXAS STATE AGENCIES, WHICH BEGINS ON SEPTEMBER 1 AND ENDS  
 ON AUGUST 31.

Authorized Signature

*Gina Dugan, CPA, CTEA*

**07/29/2015**



**Public Utility Commission of Texas**  
**Business Unit # 47300**  
**Purchase Order # 16-0000442**

Page: 1 of 4

Payment Terms: NET30 Freight Terms: FOB Shipping Ship Via US Mail PCC: 0 Date: 06/08/16 PO Method: DG Dispatch: Dispatch Rev Dt:  
Via Email

**PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS MAY BE LISTED AT THE END OF THE PURCHASE ORDER.**

**Vendor:** WEST PAYMENT CENTER - WEST GROUP  
PO BOX 6292  
CAROL STREAM IL 601976292  
United States

**Ship To:** 0001 - PUBLIC UTILITY COMMISSION O  
SUITE 8-100  
1701 N CONGRESS AVENUE  
Austin TX 78701  
United States

**Vendor ID:** 1411426973 2

**Bill To:** PUBLIC UTILITY COMMISSION OF  
TEXAS  
Attn: Accounts Payable  
P.O. Box 13326  
Austin TX 78711-3326  
United States

**Purchaser:** Pablo Almaraz  
**Phone:** 512/936-7069  
**Fax:** 512/936-7058  
**Email:** pablo.almaraz@puc.texas.gov

**Fax:**  
**Email:** payables@puc.texas.gov

**PO Information:**

TGC § 2162.105. EXEMPTION FROM PURCHASING LAWS. A contract by the council or a decision regarding whether a state agency is required to engage in competitive bidding is exempt from another state law regulating or limiting state purchasing or a purchasing decision. Added by Acts 1995, 74th Leg., ch. 41, § 1, eff. Sept. 1, 1995.  
This Purchase Order encumbers funds from FY 16 for the months covering 7/1/2016 -- 8/31/2016. Remaining 10 months in Year 2 of this extended contract will be paid for by FY17 funds. Research database is used by PUC agency attorneys and paralegals for legal researching purposes. A reduced price book plan is also included in this contract.

Authorized Signature

*Pablo Almaraz*

06/08/2016



**Public Utility Commission of Texas**  
**Business Unit # 47300**  
**Purchase Order # 16-0000442**

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
1-1	Online Legal Research Database Subscription: Westlaw Texas CCG CALIR #2010-01 (07/01/16-- 08/31/16) 2 months of Year 2 Contract PO#15-000634	956/58	2.0000	MO	\$3,467.09	\$6,934.18	06/08/2016

Schedule Total \$6,934.18

RegID:  
REQ0001509

GENERAL TERMS AND CONDITIONS ITEMS BELOW APPLY TO AND BECOME A PART OF ANY PUBLIC UTILITY COMMISSION OF TEXAS (PUCT) SOLICITATION DOCUMENT OR PURCHASE ORDER (PO). ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. BIDDING/OFFER/PROPOSAL REQUIREMENTS: 1.1 Vendors/contractors must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form. 1.2 Vendors/contractors must price per unit shown. Unit prices shall govern in the event of extension errors. 1.3 Solicitation responses should be submitted on this form and will not be accepted if modified onto or in vendors/contractors format. Solicitation responses must be returned to allow them to be time stamped at the Public Utility Commission of Texas on or before the hour and date specified for the solicitation opening. 1.4 Late and/or unsigned solicitation responses will not be considered under any circumstances. Person signing solicitation must have the authority to bind the firm in a contract. 1.5 Quote F.O.B. destination, freight prepaid and allowed unless otherwise stated in the solicitation. 1.6 Solicitation prices are requested to be firm for PUCT acceptance for 30 days from solicitation opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned. 1.7 Vendor/contractor should enter Texas Identification Number System (T.I.N.S.) number, full vendor name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, vendor name should appear on each continuation page of a bid. 1.8 Solicitation cannot be altered or amended after opening time unless allowed by law. Alterations made before opening time should be in writing by the vendor or his authorized agent. No solicitation can be withdrawn after opening time without approval by the PUCT based on an acceptable written reason. 1.9 Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption. Certificates are available upon request. 1.10 The State reserves the right to accept or reject all or any part of any solicitation, waive minor technicalities and award the solicitation to best serve the interests of the state. 1.11 Consistent and continued tie bids/offers could cause rejection of solicitation by the PUCT and/or investigation of the State. 1.12 The telephone number for FAX submission of bids is 1-512-936-7058. This is the only number that will be used for the receipt of bids/offers. The State shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered. 1.13 Any contract resulting from this solicitation is contingent upon the continued availability of appropriations by the Texas Legislature. 2. SPECIFICATION: 2.1 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Solicitation responses on brands of like nature and quality will be considered unless advertised under Government Code, Title 10, Subtitle D, §.2155.067. If bidding/offering/ proposing other than referenced items, vendor/contractor should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and a complete description of the product offered are requested to be made part of the bid/offer. By not taking exception to specifications or reference data will require vendor/contractor to furnish specified brand names, numbers, etc. 2.2 Unless otherwise specified, items bid/offered/ proposed shall be new and unused and of current production. 2.3 All electrical items must meet all applicable OSIA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA. 2.4 Samples, when requested, must be furnished free of expense to the State. If not destroyed during examination, they will be returned to the vendor on request at vendor's expense. Each sample should be marked with vendors name and address and PO number. Do not enclose in or attach bid/offer to sample. 2.5 The State will not be bound by any oral statement or representation contrary to the written specifications. 2.6 Manufacturer's standard warranty shall apply unless otherwise stated. 2.7 Technology Access Clause Vendor/contractor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the vendor/contractor represents and warrants to the PUCT that the technology provided to the PUCT for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology of: (a) providing equivalent access for effective use by both visual and non-visual means; (b) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (c) being integrated into networks for obtaining, retrieving and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assertive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are

Authorized Signature

*[Signature]*

**06/08/2016**



**Public Utility Commission of Texas**  
**Business Unit # 47300**  
**Purchase Order # 16-0000442**

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
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not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. This requirement applies to all contracts that involve the purchase of an automated information system, with out regard to: (i) the source of funds used to make the purchase; (ii) whether the purchase is made under delegated purchasing authority; or (iii) whether the purchase is made under the authority of the Texas Government Code, Title 10, Subtitle D, or other law. (d) This section does not apply to the purchase of a wireless communications device to be used by peace officers, firefighters, and other emergency response personnel to respond to a public safety emergency.

3. TIE BIDS: Awards will be made in accordance with TAC §113.6 (b) (3) and 113.8 (preferences). 4. DELIVERY: 4.1 Show number of days required to deliver material to the receiving agency's designated location under normal conditions. By not stating a delivery time, Vendor/contractor is obligated to deliver in 14 calendar days. Unrealistic delivery promised may cause bid/offer to be disregarded. 4.2 If delay is foreseen, vendor/contractor shall give written notice to PUCT. Vendor must keep PUCT advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes PUCT to purchase goods or services elsewhere and charge full increase, if any, in cost and handling to defaulting vendor. 4.3 No substitutions permitted without written approval of PUCT or the Comptroller of Public Accounts. 4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from PUCT. 5. INSPECTION AND TESTS: All goods will be subject to inspection and test by the State. Authorized personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the solicitation or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance. 6. AWARD OF CONTRACT: A response to the solicitation or PO is an offer to contract based upon the terms, conditions and specifications contained herein. Bids/offers do not become contracts until they are accepted through a PO. The contract shall be governed, construed and interpreted under the laws of the State of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, § 2155.074 2156.007 shall also be considered in making an award. 7. PAYMENT: Vendor shall submit two copies of an itemized invoice showing order number on all copies. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. 8. PATENTS OR COPYRIGHTS: The vendor agrees to protect the State from claims involving infringement of patents or copyrights. 9. ASSIGNMENTS: Vendor/contractor hereby assigns to PUCT any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A § 1, et seq., and the antitrust laws of the State of Texas. Tex. Bus. Comm. Code Ann. §15.01, et seq. 10. BIDDER VENDOR AFFIRMATION: Signing the solicitation with a false statement is a material breach of contract and shall void the submitted bid/offer or any resulting contracts, and the vendor shall be removed from all bid lists. By signature here on affixed. The vendor hereby certifies that: 10.1 The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid/offer. 10.2 Neither the vendor nor the firm, corporation, partnership, or institution represented by the vendor/contractor, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State Federal Antitrust Laws, (see Section 9, above) nor communicated directly or indirectly the bid/offer/proposal made to any competitor or any other person engaged in such line of business. 10.3 Pursuant to Texas Government Code, Title 10, Subtitle D, § 2155.004(a), the vendor/contractor has not received compensation for participation in the preparation of the specifications for this solicitation. 10.4 Pursuant to Texas Family Code, Title 5, Subtitle D, § 231.006(d), regarding child support, the vendor/contractor certifies that the individual or business entity named in this bid/offer/PO is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. 10.5 Pursuant to Texas Government Code, Title 10, Subtitle D, § 2155.004(b) the vendor/contractor certifies that the individual or business entity named in this solicitation is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. 10.6 INDEMNITY: The vendor/contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of vendor/contractor or any agent, employee, subcontractor, or supplier of vendor/contractor in the execution or performance of this PO/contract. 10.7 Vendor/contractor agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support, that is owed to the State of Texas. 10.8 Vendor/contractor certifies that they are in compliance with Texas Government Code, Title 6, Subtitle 8, § 669.003 of the Government Code, relating to contracting with executive head of a State agency. If Section 669.003 applies, vendor will complete the following information in order for the bid/offer/proposal to be evaluated: Name of Former Executive: \_\_\_\_\_ Name of State Agency: \_\_\_\_\_ Date of Separation form State Agency: \_\_\_\_\_ Position with Vendor/Contractor: \_\_\_\_\_ Date of Employment with Vendor/Contractor: \_\_\_\_\_ 10.9 Vendor/contractor agrees to comply with Texas Government Code, Title 10, Subtitle D, § 2155.4441 relating to use of service contracts for products produced in 10.10 By signing this bid/offer vendor/contractor certifies that if a Texas address is shown as the address of the vendor/contractor, vendor/contractor qualifies as a Texas Resident Bidder/Offerer/ Proposer as defined in Texas Administrative Code, Title 1, Part 5, Chapter 111, Subchapter A, §111.2(1 0). 10.11 STATE AUDIT: The vendor/contractor understands that acceptance of funds under this Contract PO acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit, or investigation, in connection with those funds. Vendor/contractor further agrees to cooperate fully with the State Auditor's Office, or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor/contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through vendor/contractor and the requirement to cooperate is included in any subcontract it awards. Texas

**Authorized Signature**  
  
06/08/2016



**Public Utility Commission of Texas**  
**Business Unit # 47300**  
**Purchase Order # 16-0000442**

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
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Government Code, Title 10, Subtitle D, § 2262.003. 11. OWNERSHIP DISCLOSURE: Pursuant to Section 231.006 (c) Family Code, a solicitation response must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the response. 12. NOTE TO BIDDER/ OFFERER/ PROPOSER: The State of Texas Purchase Order, and its General Terms and Conditions, shall constitute a contract between PUCT and the selected/ awarded vendor. Any terms and conditions attached to a solicitation response will not be considered unless specifically referred to in the response. PUCT may elect to execute the referenced terms and conditions provided by the vendor (vendor contract) which shall supplement the purchase order. However, PUCT will not execute a vendor contract with unacceptable, vague, or conflicting terms and may result in disqualification of the bid/ offer/ or proposal. In the event of a conflict between the PO and any executed vendor contract, the PUCT PO shall prevail. 13. DISPUTE: Pursuant to Chapter 2260 of the Texas Government Code, any dispute arising under a contract/PO for goods and services, for which this chapter applies must be resolved under the provisions of this chapter. PUCT Protest Procedures will be provided upon request. 14. TEXAS PUBLIC INFORMATION ACT AND CONFIDENTIAL INFORMATION: Information, documents and other material connected with this solicitation or any resulting contract may be subject to public disclosure under the Texas Public Information Act unless vendor/contractor can show the response or specific parts of it are exempt from public disclosure. PUCT will not assert legal arguments on behalf of vendors/contractors. If the vendor/contractor believes that parts of a response to this solicitation are confidential, he must state in conspicuous letters the term "CONFIDENTIAL" on that part it believes to be confidential. 15. CANCELLATION: Unless otherwise specified in the solicitation, PUCT may cancel the purchase order without penalty, either in whole or in part for any reason. 16. STATE LAWS: The resulting contract/PO shall be governed by and in accordance with the laws of the State of Texas. Venue for any action arising hereunder shall be in Travis County, Texas. 17. CONSTRUCTION: The invalidity or unenforceability of any provision of the contract shall not affect the validity or enforceability of any other provision. Neither party may assign the contract without the prior written consent of the other party. Any amendment or modification will be effective only if in writing and signed by PUCT. 18. DISCRETIONARY EXTENSION: Contracts for services, whose original period were for one year or longer, may be extended for up to ninety (90) days beyond the normal expiration date of the contract, under substantially the same terms and conditions, provided the vendor/ contractor and the PUCT mutually agree to extension and pricing during the extension period. 19. FORCE MAJEURE: PUCT may grant relief from performance to the extent performance is delayed or damaged beyond the reasonable control of the affected party which could not, by due diligence, have avoided. Such causes include, but are not limited to, Acts of God, severe weather, explosions, riots, acts of war, labor strike, or orders of legal authority

Item Total for Line # 1

Total PO Amount

All Shipments, Shipping papers, invoices and correspondence must be identified with our Purchase Order Number. Over shipments will not be accepted unless authorized by Purchaser prior to Shipment.

Authorized Signature

06/08/2016

**WEST®**

A Thomson Reuters business

**Order Confirmation**

Here are the details of your recent order (#688362)

If your order includes physical goods, as soon as we ship your order, we will send you a follow-up email with additional information and tracking instructions, with the exception of any products shipped from our International publishers.

Thank you for your order. We appreciate your business.

**Billing Address: 1000203404**TX PUBLIC UTILITY COMM  
LIBRARY  
PO Box 13326  
AUSTIN TX 78711-3326  
USA**Shipping Address : 1000203404**TX PUBLIC UTILITY COMM  
LIBRARY  
PO Box 13326  
AUSTIN TX 78711-3326  
USA

Information			
<b>Order Number</b>	6688362	<b>Order Date</b>	06/30/2011
<b>Purchase Order No</b>	473-11-00305	<b>Purchase Order Date</b>	06/29/2011
<b>Gross Weight</b>	LB	<b>Shipping Method</b>	Ground - Best Rate
<b>Payment Method</b>	Billed to Account	<b>Account #</b>	1000203404
<b>Material Description</b>	<b>Quantity</b>	<b>Availability Date</b>	
WESTLAW SELECT	1.00 EA		
WESTLAWPRO WITH KEYCITE ALL - TX	1.00 EA		
WESTLAW AMJUR	1.00 EA		
WESTLAW TX JURISPRUDENCE	1.00 EA		
GOVERNMENT GC ALL PRIMARY LAW MODULE	1.00 EA		
WL PRO EMP REG STE	1.00 EA		
TEXAS GRAPHICAL STATUTES BUNDLE	1.00 EA		
WESTLAW LAW REVIEWS & JOURNALS	1.00 EA		
WESTLAW GC PUBLIC UTILITIES MODULE	1.00 EA		
WL PRO REGULATIONS PLUS	1.00 EA		
WESTLAW TX PRACTICE GUIDE	1.00 EA		
WESTLAWPRO TX PRACTICE	1.00 EA		
WESTNEWS - US NEWS	1.00 EA		
WESTLAW FED PRACTICE & PROC	1.00 EA		

If you have questions about your order, please contact the appropriate West Customer Service below.

West Customer Service: 1-800-328-4880 email: west.customer.service@thomson.com  
Federal Government customers: 1-800-328-2781 email: west.fed.govt@thomson.com  
Resellers/International customers: 1-800-328-2209 email: west.bookstore@thomson.comDid you know that you can use My Account to check on the status of your order? Just copy and paste the following address into your browser window for a link to our online self-help site - available 24-hours a day, 7 days a week.  
west.thomson.com/myaccountinfo

Thanks Again

RECEIVED  
BY: [Signature]  
Library

<b>Check West account status below as applicable:</b>		Rep Name & Number <b>Kelly Barna, 0043716</b>		*** R E Q U I R E D ***	
New <input type="checkbox"/> (NACI Form attached)	Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached)				
Existing with no changes <input checked="" type="checkbox"/>		Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)			
Acct # <b>1000203404</b>	PO # _____	Date <b>June 24, 2011</b>			
Name/Subscriber <b>Public Utility Commission of Texas</b>		Bill To Acct # _____			
Order Confirmation Contact Name <b>Carol Maxwell</b>					
E-Mail <b>carol.maxwell@puc.state.tx.us</b>					
Westlaw Password Contact Name (for password delivery) <b>Carol Maxwell</b>					
E-Mail <b>carol.maxwell@puc.state.tx.us</b>					
Permanent Address Change <input type="checkbox"/>		One-Time Ship To <input type="checkbox"/>	Additional Ship To <input type="checkbox"/>		Additional Bill To <input type="checkbox"/>
Name _____ Attn: _____					
Address _____ Suite/Floor _____					
City _____ State _____ County _____ Zip _____					
<b>WestPack WestlawPRO Products</b>					

WestPack Promotion Code: WPK3

Full Svc #	WestlawPRO Products	# of Passwords	Monthly Banded/ Base Rate	Per User Rate	Other	Total Monthly WestlawPRO Charges
<b>40988737</b>	<b>TX CCG CALIR WestlawNext Government Select Custom</b>	<b>60</b>	<b>5954.00</b>			<b>2262.02</b>

Notes: \_\_\_\_\_

Total Monthly Charges \$ **2262.02**

**WestPack Print and CD-ROM Products**

-Quantity of WestPack Titles-

Full Svc #	WestPack Print and CD-ROM Products	New *	Existing **	List/CD-ROM Charges	Other	Total List/CD- ROM Charges
<b>21044954</b>	<b>TX VERNONS ANNO STAT</b>		<b>2</b>			
<b>17736406</b>	<b>TX ADMIN CODE T16</b>		<b>1</b>			
<b>39030043</b>	<b>TX SESSION LAWS SERV PAM DISCOU</b>		<b>2</b>			
<b>21085979</b>	<b>TX VERNON RULES ANNO CIVIL PROCE</b>		<b>2</b>			
<b>41118654</b>	<b>KEYRULES VOLUMES 1-III A</b>		<b>2</b>			
<b>41118647</b>	<b>TX COURT RULES STATE, FED &amp; KeyRu</b>		<b>2</b>			

↑ Total Charges \_\_\_\_\_

Internal Use Only	MSTX
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† Total Charges includes charges from attached page 2, if applicable.

• This is a new title for Subscriber or Subscriber maintains an existing subscription to this WestPack title and desires additional copy(ies) - ship and enter subscription(s) for the requested title.

\*\* Subscriber maintains existing subscription(s) to this WestPack title - do not ship.

TEXAS CALIR SERVICES

Monthly charges, annual increases, and term dates for the Basic Core, Specialized, Investigative Options and Solutions are specifically defined under the TEXAS CALIR Contract. The annual period, for purposes of price increases and renewal dates, runs from February 1 through January 31 of each year for the term of the TEXAS CALIR Contract.

TERMS BELOW APPLICABLE ONLY FOR SPECIAL/CUSTOMIZABLE OFFERS UNDER TEXAS CALIR CONTRACT#2010-001

Monthly WestlawPRO Charges and CD-ROM Charges are billed on the date West processes Subscriber's order and continue for the minimum term of complete calendar months elected by Subscriber with his/her initials below ("Minimum Term"). Subscriber also agrees to maintain all subscriptions to the WestPack print products (new and/or existing as set forth above) during the Minimum Term and the charges for Subscriber's WestPack print products (both initial print charges ("Initial WestPack Charges") and print and CD-ROM subscription services charges including CD-ROM Charges ("WestPack Subscription Charges")) shall be billed as set forth herein. Upon conclusion of the Minimum Term, CD-ROM Charges and WestPack Subscription Charges are billed thereafter at up to then-current rates. Any additional users added to any existing Per User WestlawPRO and/or CD-ROM product licensed by Subscriber from West shall be tied to the Minimum Term of the underlying Order Form for such product(s).

Subscriber's Initials for 12, 24 or 36 Month Minimum Term

\_\_\_\_\_ 12 Month Minimum Term for WestlawPRO, WestPack Print and CD-ROM Products - 20% WestPack Print and CD-ROM Product discount (new and existing)

\_\_\_\_\_ 24 Month Minimum Term for WestlawPRO, WestPack Print and CD-ROM Products - 30% WestPack Print and CD-ROM Product discount (new and existing) - Monthly WestlawPRO Charges for second 12 months not to increase by more than \_\_\_\_\_% over Monthly WestlawPRO Charges for initial 12 months.

\_\_\_\_\_ 36 Month Minimum Term for WestlawPRO, WestPack Print and CD-ROM Products - 50% WestPack Print and CD-ROM Product discount (new and existing) - Monthly WestlawPRO Charges for second 12 months not to increase by more than \_\_\_\_\_% over Monthly WestlawPRO Charges for initial 12 months and Monthly WestlawPRO Charges for third 12 months not to increase by more than \_\_\_\_\_% over Monthly WestlawPRO Charges for second 12 months.

\_\_\_\_\_ 48 Month Minimum Term for WestlawPRO, WestPack Print and CD-ROM Products - 50% WestPack Print and CD-ROM Product discount (new and existing) - Monthly WestlawPRO Charges for second 12 months not to increase by more than \_\_\_\_\_% over Monthly WestlawPRO Charges for initial 12 months and the Monthly WestlawPRO Charges for third 12 months not to increase by more than \_\_\_\_\_% over Monthly WestlawPRO Charges for second 12 months and the Monthly WestlawPRO

Charges for the fourth 12 months not to increase by more than \_\_\_\_\_% over the Monthly WestlawPRO Charges for the third 12 months.

JA \_\_\_\_\_ 60 Month Minimum Term for WestlawPRO, WestPack Print and CD-ROM Products - 50% WestPack Print and CD-ROM Product discount (new and existing) - Monthly WestlawPRO Charges for second 12 months not to increase by more than 3% over Monthly WestlawPRO Charges for initial 12 months and the Monthly

WestlawPRO Charges for third 12 months not to increase by more than 3% over Monthly WestlawPRO Charges for second 12 months and the Monthly WestlawPRO Charges for the fourth 12 months not to increase by more than 3% over the Monthly WestlawPRO Charges for the third 12 months and the Monthly WestlawPRO Charges for the fifth 12 months not to increase by more than 3% over the Monthly WestlawPRO Charges for the fourth 12 months.

JA Subscriber's Initials. Subscriber has 30 attorneys/users for the location identified above for WestlawPRO, CD-ROM case law and/or West LegalCenter orders. If West learns that the actual number exceeds the number certified above, West reserves the right to increase Subscriber's charges as applicable.

<b>Technical Contacts for Westlaw Patron Access and Campus Research and Thomson Innovation Administrator</b>	
Technical Contact Name (please print):	_____
Telephone:	_____
E-Mail Address:	_____
Current Account #:	_____
Patron Access: IP Address:	_____
<small>One IP Address per terminal. Additional pages may be attached if needed.</small>	
* Orders submitted without IP Address information may delay set up and access	
_____ Subscriber Initials	_____ Terminals will be used for Patron Access (not required for Campus Research).
E-Mail Address:	_____

	<b>WestlawPRO Renewals</b>	
<small>*Current Monthly WestlawPRO Charges is/are rate(s) in effect as of the date of this Order Form and may not be the rate(s) in effect when rate(s) for the Renewal Term is/are calculated, depending on the length of the current Minimum Term or current Renewal Term.</small>		

Sub Matl #	WestlawPRO Products	Current Monthly WestlawPRO Charges*

Notes:

TERMS APPLICABLE ONLY FOR SPECIAL/CUSTOMIZABLE OFFERS UNDER TEXAS CALIR CONTRACT#2010-001

\_\_\_\_\_ Subscriber's Initials for 12 Month Renewal Term \*\* Subscriber agrees to commit to an additional 12 months and the Monthly WestlawPRO Charges for the such additional 12 months shall be \_\_\_\_\_% more than the Monthly WestlawPRO Charges in effect at the end of the current Minimum Term and/or current Renewal Term.

\_\_\_\_ Subscriber's Initials for 24 Month Renewal Term \*\* Subscriber agrees to commit to an additional 24 months. The Monthly WestlawPRO Charges for the first additional 12 months shall be \_\_\_\_% more than the Monthly WestlawPRO Charges in effect at the end of the current Minimum Term and/or current Renewal Term and the Monthly WestlawPRO Charges for the second additional 12 months shall be \_\_\_\_% more than the Monthly WestlawPRO Charges for the first additional 12 months.

\_\_\_\_ Subscriber's Initials for 36 Month Renewal Term \*\* Subscriber agrees to commit to an additional 36 months. The Monthly WestlawPRO Charges for the first additional 12 months shall be \_\_\_\_% more than the Monthly WestlawPRO Charges in effect at the end of the current Minimum Term and/or current Renewal Term and the Monthly WestlawPRO Charges for the second additional 12 months shall be \_\_\_\_% more than the Monthly WestlawPRO Charges for the first additional 12 months. The Monthly WestlawPRO Charges for the third additional 12 months shall be \_\_\_\_% more than the Monthly WestlawPRO Charges for the second additional 12 months.

In the event a promotion in the underlying Order Form requires Subscriber to maintain a subscription to certain West products in order to be eligible for such promotion ("Dependency Subscription(s)"), Subscriber must also maintain such Dependency Subscription(s) during the Renewal Term so that Subscriber may be eligible for the pricing set forth herein. In the event Subscriber terminates any of the Dependency Subscription(s) during the Renewal Term, any promotions and related discounts for the Dependency Subscription(s) shall immediately terminate.

\*\*Effective at the end of the current Minimum Term or current Renewal Term.

Upon conclusion of the Renewal Term designated above, Monthly WestlawPRO Charges are billed thereafter at then current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Renewal Term) may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. During the Renewal Term and thereafter, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

Westlaw Passwords and QuickView+						
Last Name	First Name, M.I.	Atty	Lib	Para	Other	Product(s)
See Attached List						

Subscriber shall authorize which Westlaw password(s) shall have access to QuickView+. Actual charges billed by West may vary from charges reported on QuickView+. Subscriber shall pay charges as billed. West does not warrant and has no liability with respect to the accuracy of charges or other information on QuickView+.

Authorized QuickView+ Password Holder \_\_\_\_\_ Password \_\_\_\_\_ Authorized Acct. # \_\_\_\_\_

Additional Non-WestPack WestlawPRO, CD-ROM and West LegalEdcenter Products						
Full Svc #	Non-WestPack WestlawPRO/ CD-ROM/WLEC Products	# of Pwds Conc. CD Users	Mo. Banded/ Base Rate	Per User/Conc. User Rate	Other	Total Monthly WestlawPRO/CD/WLEC Charges

Notes:

Total Monthly Charges \$ \_\_\_\_\_

**TERMS APPLICABLE ONLY FOR SPECIAL/CUSTOMIZABLE OFFERS UNDER TEXAS CALIR CONTRACT#2010-001**  
 Monthly WestlawPRO Charges, CD-ROM Charges and West LegalEdcenter Charges, are billed on the date West processes Subscriber's order and continue for a minimum of 12 complete calendar months ("Minimum Term") Upon conclusion of the Minimum Term, CD-ROM Charges are billed thereafter at then-current rates. If Subscriber elects a longer Minimum Term the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges will be billed as set forth herein. Any additional users added to any existing Per User WestlawPRO and/or CD-ROM product licensed by Subscriber from West shall be tied to the Minimum Term of the underlying Order Form for such product(s).

\_\_\_\_ Subscriber's Initials for 24 Month WestlawPRO and/or West LegalEdcenter Minimum Term Subscriber agrees to commit to a Minimum Term of 24 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months not to increase by more than \_\_\_\_% over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the initial 12 months.

\_\_\_\_ Subscriber's Initials for 36 Month WestlawPRO and/or West LegalEdcenter Minimum Term Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months not to increase by more than \_\_\_\_% over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the initial 12 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the third 12 months not to increase by more than \_\_\_\_% over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months.

Upon conclusion of the West LegalEdcenter Minimum Term, as applicable solely to West LegalEdcenter product(s) that are not part of a WestlawPRO Select, West LegalEdcenter Charges are billed thereafter at up to then-current rates.

Upon conclusion of the WestlawPRO and/or West LegalEdcenter Minimum Term, Monthly WestlawPRO Charges and/or West LegalEdcenter Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein) Subscriber is responsible for all Excluded Charges as incurred. After the Minimum Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

Subscriber's Initials Subscriber has \_\_\_\_\_ attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel and the like), corporate users or students and Personnel (if ordering a Paralegal Plan) for the location identified above or FEE's (if ordering Campus Research) for WestlawPRO, CD-ROM case law and/or West LegalE:dcnter orders. If West learns that the actual number exceeds the number certified above, West reserves the right to increase Subscriber's charges as applicable.

CD-ROM/DVD and/or West LegalE:dcnter annual billing (please check if requested)

West LegalE:dcnter Online Features and Services:

Subscriber's Initials - Subscriber acknowledges that each user will receive an initial e-mail communication from West LegalE:dcnter which includes important information about using the service (including username and password), as well as ongoing communication regarding new online programs available in their practice area(s) and special announcements. Subscriber's users may opt out after the initial e-mail communication.

Programs excluded from the Online CLE Pass shall be billed at then-current rates via credit card billing.

		Additional Non-WestPack Print Products			
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Full Svc #	Non-WestPack Print Products	Quantity	List Charges	Other	Charges

Notes:

Total Charges \$ \_\_\_\_\_

**TERMS APPLICABLE ONLY FOR SPECIAL/CUSTOMIZABLE OFFERS UNDER TEXAS CALIR CONTRACT#2010-001**

**Terms of Payment for Print Products** West's standard terms of payment for print products purchased are net 30 days. West may elect to accept installment payments on the purchase price. Installment payment terms are \$ \_\_\_\_\_ per month plus tax for approximately \_\_\_\_\_ months until the purchase price, plus any additional amounts under this Order Form, is paid in full.

**Subscription Service and Passwords.** Subscription service may consist of updates and/or supplements to the service, including but not limited to: (a) CD-ROM Libraries: updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes, loose-leaf pages and other related supplemental materials, all of which may be billed separately at then-current rates. Subscriber hereby requests that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber after the Minimum Term for WestPack print or CD-ROM products. Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. Subscribers licensing only LiveNote/Case Notebook/Timeline/Publisher Software will not be issued Westlaw passwords. Any West km software licensed hereunder must reside on a dedicated server provided and maintained by Subscriber at Subscriber's expense, and such server must be accessible to all Subscriber's authorized Users.

**General Provisions.** This Order Form is subject to approval by West, a Thomson Reuters business ("West") in St. Paul, Minnesota and is governed by Texas law. The state and federal courts sitting in Texas will have exclusive jurisdiction over any claim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges. If any installments, subscriptions, subscription services, Westlaw Charges or open account charges remain unpaid 30 days after becoming due, including all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement, shall become immediately due and payable at the sole option of West. Interest charges may be adjusted to the then-highest current rate allowable on Texas contracts. This Order Form is non-transferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. Transportation and handling (FOB origin) charges will be added for print products.

**Returns.** If Subscriber is not completely satisfied with any non-WestPack print or non-WestPack CD-ROM product received from West, the product may be returned within 45 days of the invoice date for a full refund or credit, in accordance with West's then-current returns policies. Westlaw Charges and West LegalE:dcnter Charges are not refundable.

		Online/CD-ROM Products to be Lapsed			
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Full Svc #	Online/CD-ROM Products	# of Passwords
40584058	Westlaw Government Select	ALL

The TEXAS CALIR Services Contract #2010-001 (CALIR Contract) and Subscriber Agreement for Westlaw and CD-ROM Libraries, the applicable Schedule A price plan, ("Subscriber Agreement") is/are hereby incorporated by reference and made part of this Order Form. In the event there is a conflict between the terms and conditions of the CALIR Contract and the terms and conditions of the Subscriber Agreement or this Order Form, the terms and conditions of the CALIR Contract shall control over all others, and this Order Form shall control over the Subscriber Agreement. Subscriber by their signature below, acknowledges their understanding and acceptance of the terms and conditions of the Subscriber Agreement, to the extent that the Subscriber Agreement does not conflict with the terms and conditions of the CALIR Contract.

Signature X [Signature] Date 6/29/11

**AUTHORIZED REPRESENTATIVE FOR ORDER FORM**

Printed Name James C. Albright

Title Director, Operations

Date 6/29/11

Signature X [Signature]

5/21/11

## Print Discount Analysis

(to be used in conjunction with a WestPack/PPL Propos

1000203404

TX PUBLIC UTILITY COMM  
1701 CONGRESS AVE  
AUSTIN, TX 78701-1402

Main Phone (512) 938-7075  
Alternate Phone (512) 938-7080  
Fax (512) 938-7003

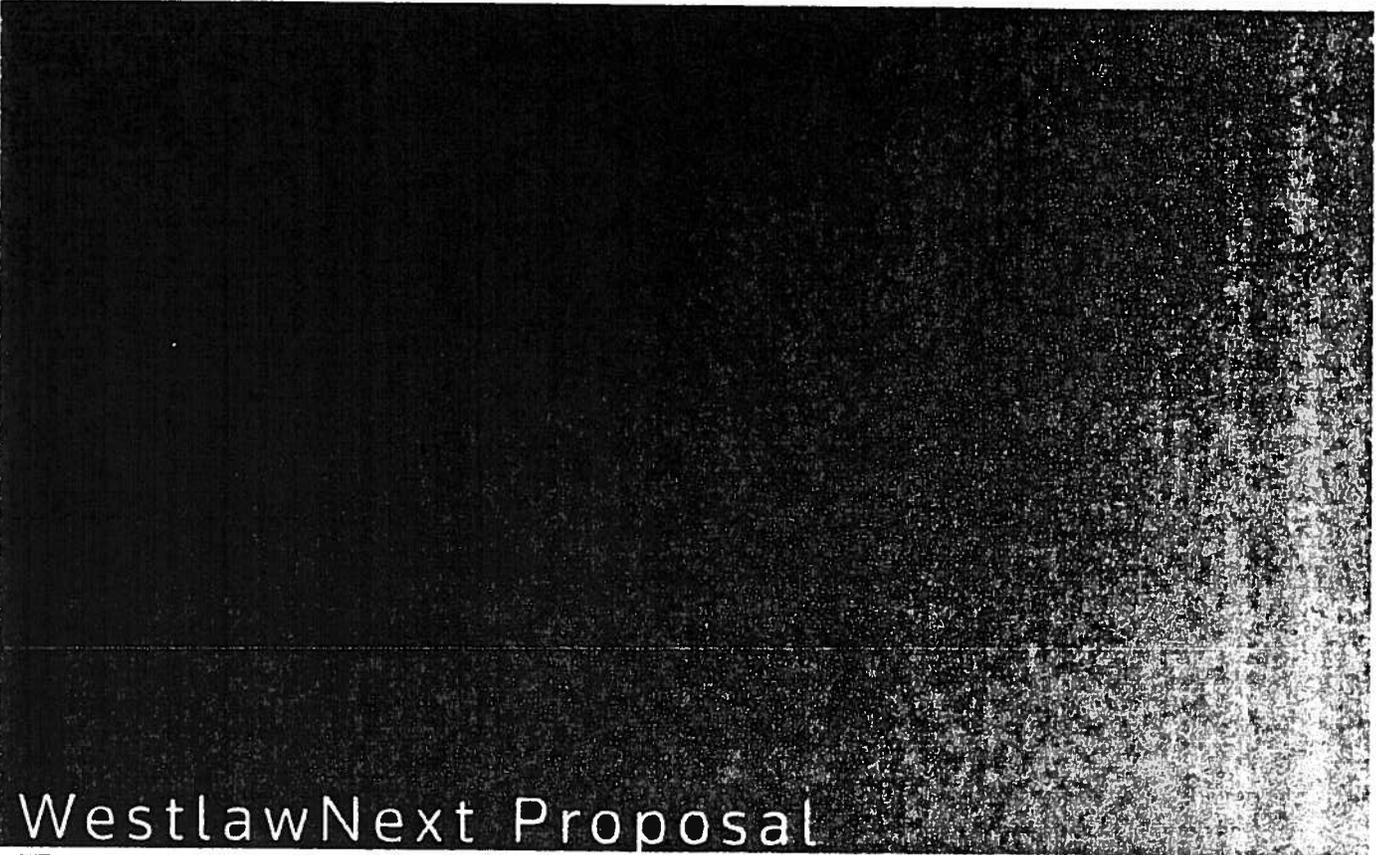
**Print Discount Estimation**

SAP Acct #	Material #	Description	Qty	*General Estimated Unit Upkeep	Total Estimated Upkeep	%50 Unit Upkeep Discount	Total Print Discount	Total Annual Estimated Discounted Upkeep
1000203404	21044954	TX VERNONS ANNO STAT SUB	1	\$3,923.50	\$3,923.50	\$1,961.75	\$1,961.75	\$1,961.75
1000203404	21044954	TX VERNONS ANNO STAT SUB	1	\$3,923.50	\$3,923.50	\$1,961.75	\$1,961.75	\$1,961.75
1000203404	17736408	TX ADMIN CODE T18 SUB	1	\$339.00	\$339.00	\$169.50	\$169.50	\$169.50
1000203404	39030043	TX SESSION LAWS SERV PAM DISCOUNTED SUB	1	\$333.98	\$333.98	\$166.98	\$166.98	\$166.98
1000203404	39030043	TX SESSION LAWS SERV PAM DISCOUNTED SUB	1	\$333.98	\$333.98	\$166.98	\$166.98	\$166.98
1000203404	21085979	TX VERNONS RULES ANNO CIVIL PROCEDURE SUB	2	\$253.50	\$507.00	\$126.75	\$253.50	\$253.50
1000203404	41118654	KEYRULES VOLUMES I-III SUB	2	\$205.50	\$411.00	\$102.75	\$205.50	\$205.50
1000203404	21014036	TX LAW FINDER PAM SUB	1	\$148.50	\$148.50	\$74.25	\$74.25	\$74.25
1000203404	41118647	TX COURT RULES STATE, FEDERAL AND FEDERAL KEYRULES PAMPHLET VOLUME I-III SUB	2	\$127.00	\$254.00	\$63.50	\$127.00	\$127.00
1000203404	17304136	WEST ANALYSIS AMERICAN LAW SUB	1	\$63.50	\$63.50	\$31.75	\$31.75	\$31.75
				<b>Total: \$10,237.92</b>			<b>\$5,118.96</b>	<b>\$5,118.96</b>
						<b>Estimated Monthly Savings:</b>		<b>\$426.58</b>

\*Upkeep figures are estimates for the current year and are subject to change. Any additional editions or volumes that may be published during the current year are not included. Estimates do not include applicable taxes.

\*\* Current year upkeep charges. Upkeep charges begin after free service period for product has expired.

The above information is intended to be used only in conjunction with a Thomson West WestPack/PPL Proposal. All estimated upkeep figures and discount in this document are as today's data and are subject to change.



# WestlawNext Proposal TEXAS SELECT

**PROPOSAL FOR**

Carol Maxwell

Texas Public Utility Commission

**Prepared by**

Robby Blum

(512) 331-4297

[robby.blum@thomson.com](mailto:robby.blum@thomson.com)

June 20, 2011

Kelly Barna  
Tel (512) 331-9397  
kelly.barna@thomsonreuters.com



Ms. Carol Maxwell  
Texas Public Utility Commission

June 20, 2011

Dear Ms. Carol Maxwell:

Online legal research has taken a giant leap forward with WestlawNext. With WestlawNext, you'll experience legal research that works the way you do and offers an easier way to search, yet delivers all of what you're looking for to proceed with maximum confidence.

This proposal includes the essential online primary law and content modules that fit your unique research needs. However you want to search, WestlawNext meets you there by delivering dramatically improved searching, an intuitive design, and intelligent tools that enable you to work smarter and faster with the most relevant information.

To complement and supplement your online research, West also offers an extensive collection of books and newsletters that extend your research, enhance your strategic thinking, and help you identify emerging trends.

In addition to industry-leading legal and informational content, timesaving research tools, and unsurpassed editorial excellence, West offers you superior customer support service – including free 24/7 technical support, free 24/7/365 Reference Attorney research assistance, and free training.

If you have questions about this proposal, please contact me. Thank you for your consideration.

Sincerely,

Kelly Barna

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# Summary of Contents

## Texas Select Court

### Texas Primary Law

Texas Select combines caselaw, annotated statutes, Attorney General opinions, and other state materials for Texas as well as KeyCite®, into a single, integrated research tool. West case synopses and headnotes summarize the facts, issues, procedural history, holdings and disposition of a decision – information that might otherwise be scattered throughout the opinion. Annotated Statutes include Statutory Credits, Historical and Statutory Notes, Cross-References, and Notes of Decisions that provide quick summaries of cases interpreting or applying the statute in question.

## Texas Select Modules

### Texas Graphical Statutes Bundle

Graphical Statutes charts the legislative changes. You can see all previous, current, and future versions and track pending changes. It also allows you to instantly find the version of the statute that was in effect at the time an offense, injury or other legal matter took place. Legislative History delivers key insights into the true legislative intent behind the words of the law that can help support your legal position. Understanding the history of a law helps you to understand how to interpret it.

### Texas Jurisprudence

Jurisprudence brings together the entire body of a state's law, substantive and procedural, civil and criminal, into one comprehensive encyclopedia. With a well-established reputation for thoroughness and currency, it's your best resource for fast, accurate answers.

### Texas Practice Guide

Practice Guide is the how-to guide to state-specific law.

### Texas Practice Series

Practice Series provides critical legal resource materials covering all available state forms, treatises and analytical materials. Written by state experts, Practice Series is the preeminent analytical law series.

## National and Topical Materials

### All Primary Law

All Primary Law compiles hundreds of state and federal law databases. It contains coast-to-coast coverage of cases, statutes, attorney general opinions, administrative codes, and more.

## American Jurisprudence

American Jurisprudence brings together the entire body of law, substantive and procedural, civil and criminal, into one comprehensive encyclopedia for all 50 states and the federal system. With a well-established reputation for thoroughness and currency, it's your best resource for fast, accurate answers. American Jurisprudence is your quick-answer set. Every narrative discussion of law provides you with the case and statutory law references you need to research any legal issue in all 50 states. Additional references and links to other treatises expand your research, assuring the most complete coverage available.

## Employment Regulatory and Legislative Center

The Westlaw Regulatory and Legislative Center makes it easier than ever to conduct legislative and regulatory research across multiple jurisdictions, stay abreast of emerging topics, and feel confident that your research is complete.

## Federal Practice and Procedure

Federal Practice and Procedure is the most widely used and respected reference on procedural matters in the federal courts. Federal Practice and Procedure includes Federal Rules of Criminal Procedure, Federal Rules of Civil Procedure, Federal Rules of Appellate Procedure, Jurisdiction and Related Matters, and Evidence Rules.

## Law Reviews and Journals

Law Reviews and Journals gives you access to this extensive body of essential legal analysis. It's designed to offer you a better understanding of legal topics and issues.

## Public Utilities

For questions on public regulation turn to Public Utilities for fast, convenient access to decisions from all state public utility commissions.

## Regulations Plus

Get the information you need, all in one place. When it comes to researching the Code of Federal Regulations, turn to one source: RegulationsPlus. This integrated resource offers comprehensive content and tremendous time-savings in a robust online interface. It's the power to complete your regulations research quicker and with total confidence.

## US News

U.S. News includes newspapers, magazines, journals, and newswires from all over the country.



# Westlaw.

## Get unlimited access to the information you need.

Texas Primary Law provides essential resources at a fixed rate. With unlimited access to your state's caselaw, statutes, administrative codes, AG Opinions, and law reviews and journals, you'll be able to find what you need with speed and ease.

### WESTLAW ADVANTAGES

There are three core advantages that separate Westlaw<sup>®</sup> from other research services:

- **Comprehensive legal content**, including primary law, legal analysis, and litigation materials.
- **Tools to help you find it faster**, such as editorial enhancements, industry-leading search and linking technologies, 24/7 research assistance, and more.
- **Trusted accuracy** through case corrections and KeyCite<sup>®</sup>, the most complete, accurate, up-to-the-minute citation service.

And with WestlawNext<sup>™</sup>, we built on these core advantages to make legal research easier and more intuitive than ever before.

### Editorial enhancements

#### West Key Number System

The West Key Number System<sup>®</sup> classifies American law into more than 400 topics – and 100,000 subtopics – relating to persons, property, contracts, torts, crimes, remedies, and government, accelerating your research by directing you to specific points of law.

#### Case Synopses and Headnotes

West case synopses and headnotes summarize the facts, issues, procedural history, holdings and disposition of a decision – information that might otherwise be scattered throughout the opinion.

Synopses and headnotes contain terms that may not have been used by the authoring judge, including terms of art and words that describe legally significant relationships among parties (e.g., landlord and tenant, husband and wife) .

### Annotated statutes

- Statutory Credits show you citations to session laws from which a statute was derived
- Historical and Statutory Notes reveal the history of a statute that may be significant in its construction and application
- Cross-References/Library References lead you to relevant Key Numbers and to law reviews, treatises, and administrative code provisions
- Notes of Decisions provide quick summaries of cases interpreting or applying the statute in question

### KeyCite citation research service

KeyCite is the easy-to-use, powerful citator that covers more than 4 million reported cases, 20 million headnotes, 1 million unpublished decisions, USCA<sup>®</sup>, statutes for all 50 states and CFR.

This citator service verifies whether cases, statutes, administrative decisions and regulations remain good law. In addition, KeyCite links to citing cases, administrative decisions, more than 700 law reviews and other analytical sources such as ALR<sup>®</sup>, Am Jur<sup>®</sup> and Wright & Miller.\*

*See reverse side for content listings.*

\* Linking may involve additional charges based on Westlaw plan inclusion. Please check your plan for your specific charges.





# Texas Primary Law

## Westlaw content included

### CASELAW

- Texas Cases
- Texas Headnotes (Digest)
- Texas Business Organizations Cases
- Texas Civil Rights Cases
- Texas Commercial Law and Contracts Cases
- Texas Criminal Justice Cases
- Texas Education Cases
- Texas Energy Cases
- Texas Environmental Law Cases
- Texas Estate Planning and Probate Cases
- Texas Evidence Cases
- Texas Family Law Cases
- Texas Finance and Banking Cases
- Texas Government Benefits Cases
- Texas Government Contracts Cases
- Texas Health Law Cases
- Texas Insurance Cases
- Texas Labor and Employment Cases
- Texas Legal Ethics and Professional Responsibility Cases
- Texas Pension and Retirement Benefits Cases
- Texas Products Liability Cases
- Texas Professional Malpractice Cases
- Texas Public Utilities Reports
- Texas Real Property Cases
- Texas Securities and Blue Sky Law Cases
- Texas Tax Regulations
- Texas Taxation Cases
- Texas Tort Law Cases
- Texas Workers' Compensation Cases

### LEGISLATIVE SERVICE

- Texas Legislative Service
- Texas Historical Legislative Service

### STATUTES AND COURT RULES

- Texas Statutes 2006 - Annotated
- Texas Statutes 2005 - Annotated
- Texas Statutes 2004 - Annotated
- Texas Statutes 2003 - Annotated
- Texas Statutes 2002 - Annotated
- Texas Statutes 2001 - Annotated
- Texas Statutes 2000 - Annotated
- Texas Statutes 1999 - Annotated
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- Texas Statutes 1990 - Annotated
- Texas Statutes 1988 - Annotated
- Texas Statutes 1987 - Annotated
- Texas Statutes Unannotated
- Texas Statutes Annotated
- Texas Statutes General Index
- Texas Environmental, Health & Safety Statutes
- Texas Blue Sky Statutes
- Texas Criminal Justice Statutes
- Criminal Justice - Texas Court Rules
- Texas Family Law Statutes
- Texas Taxation Statutes
- Texas Workers' Compensation Statutes
- Texas Court Rules
- Texas Trial Court Rules
- Texas Court Orders

### TEXAS ADMINISTRATIVE SERVICE

- Texas Administrative Code
- Texas Blue Sky Combined
- Texas Blue Sky Regulations
- Texas Administrative Code Index
- Texas Register
- Texas Attorney General Opinions
- Texas Environmental Law Administrative Decisions
- Texas Environmental Law Cases & Administrative Decisions
- Texas Ethics Commission Advisory Opinions
- Texas Legal Ethics & Professional Responsibility - Ethics Opinions
- Texas Securities Administrative Decisions
- Texas Tax Regulations
- Texas Taxation Administrative Decisions
- Texas Taxation Cases and Administrative Materials
- Texas Workers' Compensation Cases and Administrative Decisions
- Texas Workers' Compensation Administrative Code
- Texas Workers' Compensation Administrative Decisions

### INSURANCE MATERIALS

- Texas Insurance Cases
- Texas Insurance Statutes
- Texas Insurance Statutes - Core Title
- Texas Insurance Statutes - Related Titles
- Texas Insurance Administrative Code
- Westlaw Insurance - Texas Administrative Code - Core Title
- Westlaw Insurance - Texas Administrative Code - Related Regulations
- Texas Insurance Bulletins
- Texas Insurance Statutes, Regulations and Bulletins

### SPECIALIZED DATABASES

- Sales and Use Tax Licenses - Texas
- Texas Corporate Records & Business Registrations
- Westlaw State Bulletins - Texas
- West Legal Directory - Texas

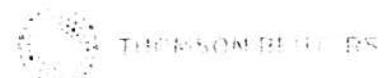
### JOURNALS AND LAW REVIEWS

- Texas Journals and Law Reviews
- American Journal of Criminal Law
- Baylor Law Review
- Currents: International Trade Law Journal
- Houston Business and Tax Law Journal
- Houston Journal of Health Law & Policy
- Houston Journal of International Law
- Houston Law Review
- Houston Lawyer
- Journal of Air Law and Commerce
- Journal of Forensic Document Examination
- The Review of Litigation
- SMU Law Review
- Scholar: St. Mary's Law Review on Minority Issues
- South Texas Law Review
- St. Mary's Law Journal
- Texas Bar Journal
- Texas Journal on Civil Liberties & Civil Rights
- Texas Hispanic Journal of Law and Policy
- Texas Intellectual Property Law Journal
- Texas International Law Journal
- Texas Journal of Business Law
- Texas Journal of Women and the Law
- Texas Law Review
- Texas Review of Entertainment & Sports Law
- Texas Review of Law and Politics
- Texas Tech Law Review
- Texas Tech Administrative Law Journal
- Texas Wesleyan Law Review
- Thurgood Marshall Law Review

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## Westlaw.

This new, exclusive bundle takes Texas statutory research to greater levels of speed and efficiency.

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- **Tools to help you find it faster**, such as editorial enhancements, industry-leading search and linking technologies, 24/7 research assistance, and more.
- **Trusted accuracy** through case corrections and KeyCite<sup>®</sup>, the most complete, accurate, up-to-the-minute citation service.

And with WestlawNext<sup>™</sup>, we built on these core advantages to make legal research easier and more intuitive than ever before.

### Faster, more thorough statute research is here

Now legal professionals have unlimited access to three essential Westlaw statutory research products: Graphical Statutes<sup>®</sup> links you to the other two key content sets available in this Texas bundle – PastStat Locator<sup>®</sup> and Legislative History. Separately, these three products have revolutionized the way legal professionals find and use statutes to build their legal strategies. But together, they combine the full power of Westlaw to make one of the most complex areas of research easy.

### Graphical Statutes: understand the history of a statute, and track its changes

Graphical Statutes charts the legislative changes made to a Texas statute – and links you to related content.\* With a click, you can see all previous, current, and future versions, track pending changes, and connect to pertinent:

- Legislative history materials
- Caselaw
- KeyCite history for the statute

### Texas PastStat Locator

Statutes are continually amended, revised, and superseded. Now you can instantly find the version of the statute that was in effect when your client's offense, injury, or other legal matter took place. Simply click on the link from Graphical Statutes to find the version you need. You can also access Texas PastStat Locator from the Texas statute by clicking on "Versions" from the Links tab. (Coverage back to January 1, 2000.)

### Texas Legislative History

Link directly from a Texas code section to its legislative history. Instantly, Legislative History delivers key insights into the true legislative intent behind the words of the law that can help support your legal position. Understanding the history of a law helps you to understand how to interpret it.

This type of historical content was previously so difficult to find, it went unread, unseen, and unused. Now one click from Graphical Statutes provides instant access to journals, reports, and bills in the Texas Legislative History Library.

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Texas Jurisprudence brings together the entire body of Texas law, substantive and procedural, civil and criminal, into one comprehensive encyclopedia. With a well-established reputation for thoroughness and currency, it's your best resource for fast, accurate answers.

#### Saves time and effort

Divided into over 400 topics to avoid duplication, Texas Jurisprudence is logically organized to aid effective research. Finding aids help you save time and effort:

- **Table of Statutes** and **Table of Cases with Annotation References** show specific provisions of the Texas Constitution, statutes, and administrative regulations
- **Table of Parallel References** shows where the subject matter of a particular section of Texas Jur and Texas Jur 2d is treated in Texas Jur 3d
- **Detailed Outlines** show how the topic is treated and help you locate the precise section you need
- **Treated Elsewhere** statements list major exclusions from the article that, while related, are treated in another article in Texas Jur 3d
- **Federal Aspects** alerts you to any federal implications

- **Versatile Indexing** includes everything from legal concepts to descriptive fact words for thing, act, person and place
- **Footnotes** cite cases, statutes, law review articles, text coverage, forms and practice aids
- **Access to case law, statutes, regulations and other invaluable legal resources**
- **Hypertext Links** to Texas Cases, Vernon's "Texas Statutes and Codes Annotated" and other invaluable West state, federal and national legal resources

#### Comprehensive and convenient

Texas Jurisprudence is your quick-answer set. Every narrative discussion of law provides you with the case and statutory law references you need to research any legal issue in Texas. Additional references and links to Texas Jur Forms, Texas Pleading and Practice Forms, ALR\* and other treatises expand your research, assuring the most complete coverage available.

#### Continue to enjoy the many benefits of using Westlaw

##### West Key Number System

The West Key Number System\* classifies American law into more than 400 topics – and 100,000 subtopics – accelerating your research by directing you to specific points of law.

#### Case synopses and headnotes

West case synopses and headnotes put the facts, issues, procedural history, holdings and disposition of a decision in close proximity, aiding your word searching. They also contain terms that may not have been used by the authoring judge, so you can retrieve relevant cases that an opinion-only search might miss.

#### Plain-English searching

Enter a description of your issue in standard English. Westlaw\* displays the documents that most closely match your concepts.

#### Key Number searching

West attorney-editors assign a Key Number to every point of law based upon the concepts discussed within the case. Using this Key Number information in searches substitutes highly precise terminology for often ambiguous language. And finding just one case on-point leads directly to others – in any jurisdiction.

#### KeyCite citation research service

KeyCite\* is the easy-to-use, powerful citator that includes citations to more than 4 million reported cases, 20 million headnotes, and 1 million unpublished decisions. Plus, citations to USCA\*, CFR, statutes for all 50 states, 600 law reviews, ALR, Am Jur, Wright & Miller, administrative materials, jurisprudence and other sources.\*

\* Linking may involve additional charges based on Westlaw plan inclusion. Please check your plan for your specific charges.

# Texas Jurisprudence

Select and content blocks and databases.

## DATABASES

Texas Jurisprudence 3d  
 Texas Jurisprudence Annual Law  
 Texas Jurisprudence Business & Commercial  
 Texas Jurisprudence Family Law Sections  
 Texas Jurisprudence Hearing and Practice Forms 2d  
 Texas Jurisprudence Real Property

TX 3dR  
 TX 3dR AM  
 TX 3dR 305  
 TX 3dR FAM  
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 Estates  
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 Public Defender  
 Public Improvements  
 Public Lands  
 Public Officers and Employees  
 Public Securities and Obligations  
 Public Transit  
 Public Utilities  
 Public Works and Contracts  
 Quieting Title and Determining Adverse Claims  
 Railroads  
 Real Estate Sales  
 Receivers  
 Records and Recording Laws  
 References  
 Release  
 Religious Organizations  
 Replevin and Sequestration  
 Restitution and Constructive Trusts  
 Rewards  
 Sales  
 Schools  
 State Courts  
 Seals  
 Secured Transactions  
 Securities Regulation  
 Settled Claims, Claims, and Cross Actions  
 Ships and Shipping  
 Transfer of Title  
 Specific Performance  
 State of Texas  
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 Stipulations  
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 Telecommunications  
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 Trademarks, Tradenames, and Unfair Competition  
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 Trusts, to Realty  
 Trial and Alternative Dispute Resolution  
 Trusts  
 Urban Renewal  
 Venue  
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 Warehouses  
 Wares  
 Water  
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Westlaw

## Westlaw.

### The how-to guide to Texas law, authored by and for Texas practitioners.

The Texas Practice Guide's coverage of essential Texas practice areas is a springboard into virtually any area of Texas law with direct links to Texas Jurisprudence 3d, West's™ Texas Digest, Vernon's™ Texas Statutes and Codes Annotated™ and South Western Reporter™ 2d – West's entire Texas library.\*

#### WESTLAW ADVANTAGES

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And with WestlawNext™, we built on these core advantages to make legal research easier and more intuitive than ever before.

#### Trust the Texas Practice Guide for current, on-point coverage

The Texas Practice Guide was developed in response to the requests of attorneys like you. And it was designed by experienced Texas attorneys with years of practice in the fields they've written about.

The Texas Practice Guide cites only the leading and most recent caselaw. On-point cites and analysis from several attorneys' viewpoints give you a better understanding of all relevant issues involved.

#### Timesaving tools

The Texas Practice Guide incorporates timesaving features including:

- **Scope Notes** that provide a summary description of each chapter's contents
- **Practice Tips** that are nested with related text to highlight the practical guidance they provide
- **Examples** to show you how to apply the law and rules to actual case scenarios
- **Checklists** that make sure every contingency is planned for
- **Forms** that aid in drafting and provide valuable, practice-oriented resources
- **Downloadable Files** that allow you to edit and print forms from your computer

#### Fully integrated research

With the Texas Practice Guide, you can jump instantly to case synopses, headnotes, Key Numbers, and annotated statutes. This fully integrated research tool also includes extensive

library cross-referencing and links to forms, digest topics, caselaw, codes, statutes and other analytical products within the set, as well as other Texas and national analytical texts, including ALR™ and Am Jur™ 2d.

#### Continue to enjoy the many benefits of using Westlaw

##### West Key Number System

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*See reverse side for content listings*

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# Texas Practice Guide

## Westlaw content included

### Texas Practice Guide:

- Alternative Dispute Resolution
- Business and Commercial Litigation
- Business Entities
- Business Transactions
- Civil Appeals
- Civil Pretrial
- Civil Trial
- Creditors Rights
- Criminal Practice and Procedure
- Discovery
- Employment Practice
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State Statutes - Annotated  
State Statutes - Annotated (annual)  
State Statutes - General Index  
State Statutes (topical)

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State Administrative Code Multibase  
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State Administrative Code - Index (selected states)  
State Administrative Code (topical)  
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U.S. District Courts Cases (circuit)  
U.S. District Courts Unreported Cases  
U.S. Specialty Courts' Cases  
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United States Code Annotated  
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United States Code Annotated - Tables  
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U.S. Political Transcripts  
U.S. Congressional Testimony  
Uniform Laws Annotated  
U.L.A. Model Penal Code  
Statutes (topical)  
Statutes (individual)

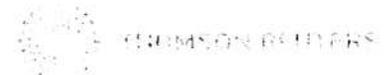
### FEDERAL ADMINISTRATIVE MATERIALS

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Code of Federal Regulations (annual)  
Federal Acquisition Regulations  
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- Arraignment and Preparation for Trial
- Venue
- Trial
- Judgment
- Appeal
- Supplementary and Special Proceedings
- General Provisions
- Appendix
- Table of Statutes and Rules
- Index

#### Civil

- History of Procedure in the Federal Courts
- Scope and Effect of Rules, One Form of Action
- Commencement of Action, Service of Process and Other Papers, Time
- Pleadings and Motions
- Parties
- Depositions and Discovery
- Trials

- Judgment
- Provisional and Final Remedies and Special Proceedings
- Appeals (Abrogated)
- Magistrate Judges
- District Courts and Clerks
- General Provisions
- Supplemental Rules for Certain Admiralty and Maritime Claims
- Appendix

#### Jurisdiction and Related Matters

- The Federal Judicial System
- Federal Question Jurisdiction
- Diversity of Citizenship Jurisdiction
- United States as a Party
- Other Bases of Jurisdiction
- Amount in Controversy
- Removal from State Courts
- Venue in the District Courts
- Jurisdiction of the Courts of Appeals
- Federal Rules of Appellate Procedure
- Jurisdiction of the Supreme Court
- Jurisdiction of Other Federal Courts
- Relations of State and Federal Courts
- Res Judicata
- The Law Applied in the Federal Courts - The Erie Doctrine and Federal Common Law

#### Evidence

- History of Federal Rules of Evidence
- Administration of Rules of Evidence
- Judicial Notice
- Presumptions
- Relevancy and Its Limits
- Privileges
- Witnesses
- Opinions and Expert Testimony
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Columbia Law Review  
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Duke Law Journal  
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Federal Bar Association Section of Taxation Report  
Federal Circuit Bar Journal

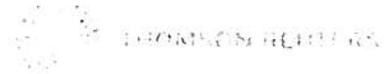
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Federal Finance and Banking: Federal Deposit Insurance Corporation (FDIC) Merger Decisions  
Federal Health Law: Food and Drug Administration (FDA) Guides and Manuals  
Federal Intellectual Property: Copyright Office Circulars and Fact Sheet  
Federal Intellectual Property: Copyright Practice  
Federal Intellectual Property: U.S. Copyright Office Reports & Studies  
Federal Labor and Employment: National Labor Relations Board Case-handling Manual  
Federal Labor and Employment: National Labor Relations Board Guide for Hearing Officers  
Federal Railroad Administration: Motive Power and Equipment Technical Memorandum  
Federal Railroad Administration: Operating Practices Technical Memorandum  
Federal Securities: Securities Exchange Commission - Miscellaneous Documents  
Federal Trade Commission (FTC) - Annual Reports  
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Federal Trade Commission: Fair Credit Reporting Act Staff Opinions  
Federal Trade Commission: Franchise & Business Opportunities  
Federal Transportation: Federal Highway Administration Federal Aid Policy Guide  
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Federal Workers' Compensation: Benefits Review Board, Black Lung Deskbook  
Federal Workers' Compensation: Benefits Review Board, Longshore Deskbook  
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Can a municipality be held liable for civil All Federal 1993 1993 Litigation (7)

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**Monell v. Department of Social Services of City of New York**

Supreme Court of the United States June 08, 1978 436 U.S. 658 98 S.Ct. 2018 75-1914

Female employees of the Department of Social Services and the Board of Education of the City of New York brought an action challenging the policies of those bodies in requiring pregnant

A municipality cannot be held liable for violation of civil rights solely because an employee is a tortfeasor; a municipality cannot be held liable under the Civil Rights Act of 1871 on a respondeat superior theory. 42 U.S.C.A. § 1983

In particular, we conclude that a municipality cannot be held liable solely because it employs a tortfeasor or, in other words, a municipality cannot be held liable under § 1983 on a respondeat superior theory.

From the foregoing discussion, it is readily apparent that nothing said in debate on the Sherman amendment would have prevented holding a municipality liable under § 1 of the Civil Rights Act for its own violations of the Fourteenth Amendment.

Alleged policy of a Department of Social Services and the Board of Education of the City of New York in requiring pregnant employees to take unpaid leaves of absence before those leaves are required for medical reasons rendered official policy as the moving force of the alleged constitutional violation so that those bodies could be found and held liable for the equitable relief of back pay under the Civil Rights Act of 1871. 42 U.S.C.A. § 1983

**City of Canton, Ohio v. Harris**

Supreme Court of the United States February 28, 1984 459 U.S. 378 109 S.Ct. 1174 83-1088

Detainee brought civil rights action against City, alleging violation of her right to

RELATED DOCUMENTS

Secondary Sources

What constitutes policy or custom for purposes of determining liability of local government unit under 42 U.S.C.A. § 1983—modern cases

21 A.L.R. Fed. 549

The ALR databases are made current by the weekly addition of relevant new cases.

American Law Reports ALR Federal

In order to hold a municipality liable for constitutional violations of its employees under § 1983, the municipality must have acted as an ordinance with a government policy or custom, whether made by its lawmakers or those whose actions may fairly be said to represent official policy.

LOCAL GOVERNMENT LIABILITY UNDER SECTION 1983

October 25, 26, 2007

Litigation and Administrative Practice Course Handbook Series

Brown dealt with whether a municipality could be held liable on a negligence theory when it hired an employee who violated the plaintiff's constitutional rights. Laws, on the other hand, did not even directly affect municipal liability.

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