

WEST ORDER FORM - TEXAS CALIR SERVICES
 CONTRACT #2010-001
 610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/687-8000



THOMSON REUTERS

Check West account status below as applicable:		Rep Name & Number <u>Kelly Bridges, 0112484</u>		***** 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 # <u>1000203404</u>	Quote # _____	PO # _____	Date <u>10-14-16</u>	
Name/Subscriber <u>Public Utility Commission of Texas</u>		Bill To Acct # _____		
Order Confirmation Contact Name <u>Carol Maxwell</u>				
E-Mail <u>Carol.Maxwell@puc.texas.gov</u>				
Password Contact Name (for password delivery) <u>Carol Maxwell</u>				
E-Mail <u>Carol.Maxwell@puc.texas.gov</u>				
Time and Billing Contact Name <u>Carol Maxwell</u>				
E-Mail <u>Carol.Maxwell@puc.texas.gov</u>				
Permanent Address Change <input type="checkbox"/>		One-Time Ship To <input type="checkbox"/>	Additional Ship To <input type="checkbox"/>	I F N E E D E D
Additional Bill To <input type="checkbox"/>		Name _____ Attn: _____		
Address _____		Suite/Floor _____		
City _____ State _____		County _____ Zip _____		

WestlawPRO™/CD-ROM/Practice Solutions/Software/West LegalEdcenter Products

Full Svc #	WestlawPRO/CD-ROM/ Practice Solutions/Software/WLEc Products	Quantity *	Monthly Rate Banded/Base Rate	Per User/Conc. User Rate	Other	Total Monthly Charges
41940134	Government Collection	55				\$3,995.00

Notes:
 Option 19

* Fill in the maximum number of Passwords, Users, Seats, FTEs, Students, Terminals, CD/Conc. Patron Users, Active Legal Holds, Quantity of Additional Storage.
 Total Monthly Charges \$ 3,995.00

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 September 1 through August 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 charges ("Monthly 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, charges for CD-ROM products are billed thereafter at then-current rates. If Subscriber elects a longer Minimum Term for non-CD-ROM products the Monthly 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 Minimum Term Subscriber agrees to commit to a Minimum Term of 24 months and the Monthly Charges for the second 12 months not to increase by more than % over the Monthly Charges for the initial 12 months.

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

Government Subscribers Only. Upon conclusion of the Minimum Term, Monthly Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly Charges (after the Minimum Term) may be modified as set forth in the respective 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 any product shall be governed by the respective Subscriber Agreement. Upon conclusion of the West LegalEdcenter Minimum Term, as applicable solely to West LegalEdcenter product(s) that are not part of a WestlawPRO Select, charges for West LegalEdcenter products are billed thereafter at up to then-current rates.

Subscriber's Initials for Banded Products. Subscriber has 55 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 FTE's (if ordering Campus Research) for WestlawPRO, CD-ROM case law and/or West LegalEdcenter 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 LegalEdcenter annual billing (please check if requested)

Internal Corporate Use Only	MSTX
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West LegalEdcenter Online Features and Services:

Subscriber's Initials - Subscriber acknowledges that each user will receive an initial e-mail communication from West LegalEdcenter 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.

Technical Contacts for Westlaw Patron Access, Campus Research and Thomson Innovation Administrator	
Technical Contact Name (please print): _____	
Telephone: _____	
E-Mail Address: _____	
Current Account #: _____	
Patron Access: IP Address: _____ <small>One IP Address per terminal. Additional pages may be attached if needed.</small>	
Campus Research: IP Address Range _____	
* Orders submitted without IP Address information may delay set up and access	
<input type="checkbox"/> Subscriber Initials	<input type="checkbox"/> Terminals will be used for Patron Access (not required for Campus Research).
<input type="checkbox"/> Subscriber Initials	<input type="checkbox"/> Concurrent users will be used for Patron Access (not required for Campus Research).
In the event Subscriber desires to increase the number of publicly accessible terminals or concurrent users, Subscriber must contact West. If West learns that Subscriber has increased the number of publicly accessible terminals, West reserves the right to increase Subscriber's charges as applicable.	
For Internal Office Use Only OF INSTRUCTIONS: Max Concu = # of terms/Eml to WTC/Bik Ancil/1 term = 5 atty = 1 pw/Tech cont = 59	
Thomson Innovation Administrator Name (please print): _____	
E-Mail Address: _____	

	WestlawPRO/Practice Solutions/Software Renewals <small>*Current Monthly 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>	
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Sub Mail #	WestlawPRO/Practice Solutions/Software Products	Current Monthly Charges*

Notes:

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

In the event a promotion in the underlying Order Form required 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.

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

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

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 accuracy of charges or other information on QuickView+.

Authorized Westlaw Password Holder for Westlaw QuickView+

Last Name _____ First Name _____ E-mail _____

		Print Products/Other Products				
Full Svc #	Print Products and Other Products	Quantity	List Charges	Other	Charges	

Notes:

Total Charges \$ _____

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.

First Name	Last Name	Account	Contact Email Address	JD?
KEN	ANDERSON	PUCT	kenneth.anderson@puc.texas.gov	
MATTHEW	ARTH	PUCT	matthew.arth@puc.texas.gov	
DOUG	BROWN	PUCT	doug.brown@puc.texas.gov	
JACI	CALDWELL	PUCT	jaci.caldwell@puc.texas.gov	No
CARLOS	CARRASCO	PUCT	carlos.carrasco@puc.texas.gov	
LISA	CARTER	PUCT	lisa.carter@puc.texas.gov	
BERNICE	CERVANTES-COX	PUCT	bernice.cox@puc.texas.gov	No
SAM	CHANG	PUCT	sam.chang@puc.texas.gov	
MICHAEL	CRNICH	PUCT		
RALPH	DAIGNEAULT	PUCT	ralph.daigneault@puc.texas.gov	
PATRICK	DINNIN	PUCT	Patrick.Dinnin@puc.texas.gov	
DAVIDA	DWYER	PUCT	Davida.Dwyer@puc.state.tx.us	
VERA	DYGERT	PUCT	vera.dygert@puc.texas.gov	
KASEY	FELDMAN-THOMASON	PUCT	kasey.feldman@puc.texas.gov	
STEPHANIE	FEY	PUCT	Stephanie.Fey@puc.texas.gov	
ERIKA	GARCIA	PUCT	erika.banks@puc.texas.gov	
SUSAN	GOODSON	PUCT	susan.goodson@puc.state.tx.us	
KATHERINE	GROSS	PUCT	Katherine.gross@puc.state.tx.us	
JASON	HAAS	PUCT	jason.haas@puc.state.tx.us	
TAMEKA	HARRIS	PUCT	tameka.harris@puc.texas.gov	No
THERESE	HARRIS	PUCT	therese.harris@puc.texas.gov	No
MARK	HOVENKAMP	PUCT	mark.hovenkamp@puc.state.tx.us	
DAVID	HRNCIR	PUCT	david.hrncir@puc.texas.gov	
KAREN	HUBBARD	PUCT	karen.hubbard@puc.texas.gov	
JEFFREY	HUHN	PUCT	Jeffrey.huhn@puc.texas.gov	
TOM	HUNTER	PUCT	tom.hunter@puc.state.tx.us	
BRITTANY	JOHNSON	PUCT	brittany.johnson@puc.texas.gov	
STEPHEN	JOURNEYAY	PUCT	stephen.journeyay@puc.state.tx.us	
LIZ	KAYSER	PUCT	liz.kayser@puc.texas.gov	No
LAURA	KENNEDY	PUCT	laura.kennedy@puc.state.tx.us	
TAYLOR	KILROY	PUCT	taylor.kilroy@puc.texas.gov	
JOHN	KRAMER	PUCT	sanberdoo62@yahoo.com	
JACOB	LAWLER	PUCT	jacob.lawler@puc.texas.gov	
LANDON	LILL	PUCT	landon.lill@puc.texas.gov	
MICK	LONG	PUCT		
STEPHEN	MACK	PUCT	stephen.mack@puc.texas.gov	
BRANDY	MARTY MARQUEZ	PUCT	brandy.martymarquez@puc.texas.gov	
CAROL	MAXWELL	PUCT	carol.maxwell@puc.state.tx.us	No
KENNEDY	MEIER	PUCT	kennedy.meier@puc.texas.gov	
CARSI	MITZNER	PUCT	carsi.mitzner@puc.texas.gov	

update email?

First Name	Last Name	Account	Contact Email Address	JD?
IRENE	MONTELONGO	PUCT		
JESSICA	MORGAN	PUCT	Jessica.Morgan@puc.texas.gov	
ROSE	NAVEJAS	PUCT	Rose.Navejas@puc.texas.gov	No
DONNA	NELSON	PUCT		
MARGARET	PEMBERTON	PUCT		
ALEXANDER	PETAK	PUCT	alexander.Petak@puc.texas.gov	
MICHAEL	PHILLIPS	PUCT	michael.phillips@puc.texas.gov	No
KATIE	RICH	PUCT		No
KEITH	ROGAS	PUCT	keith.rogas@puc.texas.gov	
DAVID	SMELTZER	PUCT	david.smeltzer@puc.texas.gov	
AJ	SMULLEN	PUCT	aj.smullen@puc.texas.gov	
JESSICA	SOOS	PUCT	jessica.soos@puc.texas.gov	
HANNAH	TURNER	PUCT	hannah.turner@puc.texas.gov	
KAITLIN	VAN-ZEE	PUCT	kaitlin.vanzee@puc.texas.gov	Delete
ADRIANNE	WADDELL	PUCT	adrienne.waddell@puc.texas.gov	
RICH	WAKELAND	PUCT	rich.wakeland@puc.texas.gov	
JOSHUA	WALTERS	PUCT	joshua.walters@puc.state.tx.us	

Subscription Service, Passwords and West km. Subscription services 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 (or as provided for in the Subscriber Agreement for 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 of Subscriber's authorized users. Subscriber's Westlaw Doc & Form Builder Data will be web hosted by West. Upon termination of any Westlaw Doc & Form Builder subscription, West will provide Subscriber with access to and the ability to export related Westlaw Doc & Form Builder Data for 180 days at no charge. After a commercially reasonable period of time has passed, but no less than 180 days after the termination of this agreement, West will delete such Westlaw Doc & Form Builder Data. Notwithstanding any language in the Hosted Practice Solutions Subscriber Agreement to the contrary, West may share Subscriber information and Subscriber Content with its business partners as may be necessary to provide Time and Billing Services to Subscriber. Furthermore and notwithstanding any language to the contrary in paragraph 10.2 of the Hosted Practice Solutions Subscriber Agreement, Subscriber must remove all Time & Billing content prior to termination of this Order Form and the respective Subscriber Agreement.

General Provisions for Government Subscribers Only. This Order Form is subject to approval by West in St. Paul, Minnesota, and is governed by the laws of Subscriber's state. The courts sitting in Subscriber's state 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. This Order Form is non-transferable. Transportation and handling (FOB origin) will be added to print products.

Returns. If Subscriber is not completely satisfied with any print or 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, Software, West LegalEdcenter and Practice Solutions charges are non-refundable.

Full Svc #	Online/CD-ROM Products to be Lapsed	# of Passwords
40988637	Government Select	55

The Texas CALIR Services Contract #2010-001, Research Subscriber Agreement (located at <http://legalsolutions.com/research-subscriber-agreement>, the terms and conditions applicable to CD-ROM Libraries with Westlaw access (located at <http://legalsolutions.com/cd-rom-prodoc-addendum>), the applicable Schedule A (located at <http://legalsolutions.com/schedule-a-westlaw>) (for WestlawPRO and/or CD-ROM Libraries products), and/or the West LegalEdcenter Subscriber Agreement (located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/legaledcenter-subscriber-agreement.pdf>) (for West LegalEdcenter products), and/or the Hosted Practice Solutions Subscriber Agreement (located at <http://legalsolutions.com/hosted-practice-solutions-subscriber-agreement>) and the applicable Schedule A (located at <http://legalsolutions.com/schedule-a-concourse-firm-central-caselogistiv>) individually or jointly, as applicable, ("Subscriber Agreement and Schedule A") is/are hereby incorporated by reference and made part of this Order Form. In the event there is a conflict between the CALIR Contract and the terms and conditions of the Subscriber Agreement and Schedule A and the terms and conditions of 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 his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement and Schedule A and this Order Form, to the extent that the Subscriber Agreement does not conflict with the terms and conditions of the CALIR Contract.

AUTHORIZED REPRESENTATIVE FOR ORDER FORM

Printed Name Michael H. Phillips
 Title CEO
 Date 10/24/16
 Signature 



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 17-0000150
Purchase Order Change Notice (# 2)

Payment Terms: **NET30** Freight Terms: **FOB Ship** Ship Via: **US Mail** PCC: **0** Date: **10/31/16** PO Method: **DG** Dispatch: **Email** Rev Dt: **02/15/17**
Dispatch

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 of cases and briefs.

POCN TO REMOVE BLANKET LANGUAGE
 02/15/17 POCN: TO INCREASE FUNDS FOR JANUARY 2017 FOR ANCILLARY CHARGES OF \$20.00

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.

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
1- 1	Online Legal Research Database: Westlaw Legal Research Subscription Texas CCG CALIR: 2010-01	956/58	12.0000	MO	\$3,995.00000	\$47,940.00	10/31/2016
						Schedule Total	\$47,940.00
						ReqID: REQ0001915	
						Item Total for Line # 1	\$47,940.00





Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 17-0000150
Purchase Order Change Notice (# 2)

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
3- 1	POCN TO INCREASE FUNDS BY \$20.00 FOR ANCILLARY CHARGE FOR JAN. 2017	956/58	1.0000	EA	\$20.00000	\$20.00	02/15/2017
						Schedule Total	<input type="text" value="\$20.00"/>
						Item Total for Line # 3	<input type="text" value="\$20.00"/>
						Total PO Amount	<input type="text" value="\$47,960.00"/>

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.

Almaraz, Pablo

From: Shaw, Avis
Sent: Tuesday, February 14, 2017 10:18 AM
To: Accounting
Cc: Maxwell, Carol
Subject: 17-0000150 West December 2016 Invoice - POCN Needed Ancillary Charges
Attachments: 17-00000150 - West December 2016 Invoice.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning Pablo:

Please see attached West Invoice for December charges. I am unable to process the invoice as the amount for December includes Ancillary Charges and the P.O. is set up for the monthly charge only and will not process the new amount.

Can you please do a POCN for the Ancillary Charges because this particular P.O. will have those charges from time to time.

Thanks,

Avis