

Contract No. 1944-17732B

PROFESSIONAL SERVICES AGREEMENT

**COUNTY WIDE ONLINE LEGAL RESEARCH SERVICES AND
RELATED PRODUCTS**

BETWEEN



COOK COUNTY GOVERNMENT

VARIOUS COOK COUNTY AGENCIES

AND

WEST PUBLISHING CORPORATION D/B/A WEST, A THOMSON REUTERS BUSINESS

CONTRACT NO. 1944-17732B
(PURCHASE ORDER NO.70000162558)

PROFESSIONAL SERVICES AGREEMENT

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List of Exhibits

- Exhibit 1 Scope of Services and Key Personnel
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Certificate of Insurance
- Exhibit 4 Cook County Travel Policy
- Exhibit 5 Electronic Payable Program
- Exhibit 6 Identification of Subcontractor/Supplier/SubContractor Form
- Exhibit 7 MBE/WBE Utilization Plan
- Exhibit 8 Board Authorization
- Exhibit 9 Economic Disclosure Statement
- Exhibit 10 Consultant contract documents, which consist of: (1) General Terms and Conditions, version 2.1; (2) Product-Specific Terms; (3) West Order Form; (4) West Order Form – CLEAR Services; (5) West Order Form – ProFlex; (6) West Order Form – Special Offer; (7) Account Validation and Certification (AVC) Form / Westlaw and CLEAR (Government); (8) Addendum to the Account Validation and Certification Multiple Locations Request; (9) Addendum to the Account Validation and Certification Form - Unmasked Data Request; (10) Westlaw Schedule A; (11) CLEAR Services Schedule A (Commercial Subscribers Accessing Enhanced CLEAR Services. These documents are collectively referred to as the “Consultant contract Documents.”
- Exhibit 11 Addendum to the Consultant Contract Documents.

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as “County” and West Publishing Corporation D/B/A West, A Thomson Reuters Business , doing business as a corporation of the State of Minnesota hereinafter referred to as “Consultant”, pursuant to authorization by the Cook County Board of Commissioners on September 24, 2020, as evidenced by Board Authorization letter attached hereto as EXHIBIT “8”.

BACKGROUND

The County of Cook issued a Request for Qualifications “RFQ” for COUNTY WIDE ONLINE LEGAL RESEARCH SERVICES AND RELATED PRODUCTS. Responses were evaluated in accordance with the evaluation criteria published in the RFQ. The Consultant was selected based on the response submitted and evaluated by the County representatives.

Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Consultant agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"**Agreement**" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"**Chief Procurement Officer**" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**Subcontractor**" or "**Subconsultant**" means any person or entity with whom Consultant contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Consultant.

"**Using Agency**" shall mean the department of agency within Cook County including elected officials.

b) Interpretation

- i) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

The List of Exhibits, set forth above, are made a part of this Agreement.

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide are those described in Exhibit 1, Scope of Services, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "**Deliverables**" include the information described in Exhibit 1.

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement.

d) Personnel

i) Adequate Staffing

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, and qualified.

ii) Intentionally omitted.

iii) Intentionally omitted.

e) Minority and Women Owned Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 3. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by

the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

f) Insurance

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) Insurance To Be Provided

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability. Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(2).

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

(4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include

contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(4).

(5) Valuable Papers

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

ii) **Additional Requirements**

(1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to the effective date of the Agreement. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

(2) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.

- (3) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.
- (4) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.
- (5) Consultant must require all Subconsultants to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subconsultants. All Subconsultants are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subconsultant desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.
- (6) The County's Risk Management Office maintains the rights to modify, delete, alter or change these requirements. **"Risk Management Office"** means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

g) Indemnification

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all third party costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered to the extent caused by the grossly negligent performance or nonperformance of the Contract by the Consultant, or the grossly negligent acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided. If the County seeks indemnification, it shall (a) promptly notify Consultant in writing of such claim, suit or proceeding, (b) give Consultant the right to control and direct investigation, preparation, defense and settlement of any claim or proceedings, and (c) give assistance and full cooperation for the defense of same.

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with

the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party, except as otherwise required, or allowed, by law or this Agreement.

i) NOT USED

j) Examination of Records and Audits

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/

Subconsultant Form (“ISF”). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant’s regular payroll. “Lobbyist” means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

“Lobbyist” also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractor of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

- l) **Intentionally omitted.**

ARTICLE 4) TERM OF PERFORMANCE

- a) **Term of Performance**

This Agreement takes effect when approved by the Cook County Board and its term shall begin on October 1, 2020 ("**Effective Date**") and continue until September 30, 2023 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1.
- ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for three (3) additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or

obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

Except for the purchase of Consultant's print materials, if no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f) Intentionally omitted.

g) Intentionally omitted.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing

ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or Subcontractor shall be the responsibility of

the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

i) In addition to the foregoing warranties and representations, Consultant warrants:

- (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
- (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.
- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

**ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION
AND RIGHT TO OFFSET**

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its material obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - (b) Inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) **Intentionally omitted.**
 - (d) **Intentionally omitted.**
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) **Intentionally omitted.**
- iv) **Intentionally omitted.**
- v) Failure to comply with Article 7 in the performance of the Agreement.
- vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The County shall give Consultant an opportunity to cure the default within 30 days.

c) Intentionally omitted.

d) Intentionally omitted.

e) **Right to Offset**

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f) **Delays**

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

g) Intentionally omitted.

ARTICLE 10) GENERAL CONDITIONS

a) **Entire Agreement**

i) **General**

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) **No Collateral Agreements**

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) **Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) Contract Amendments

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Except as provided in Exhibits 1 and 6, such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

i) Independent Consultant

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.

- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Intentionally omitted.

k) Comparable Government Procurement

As permitted by the County of Cook, other State of Illinois government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the legal same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. The Consultant and each purchasing entity reserve the right to determine the amount and price of goods, supplies, equipment or services it wishes to purchase under this Contract.

l) Force Majeure

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

m) Federal Clauses

The following provisions apply to all Contracts which are funded in whole or in part with federal funds.

i) Equal Opportunity

a. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that

applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- ii) Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$15000,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- iii) Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

- iv) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Cook County Budget & Management Services
 118 N. Clark St. Room 1100
 Chicago, IL 60602
 Attention: Department Director

and

Cook County Chief Procurement Officer
118 North Clark Street. Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Consultant: West Publishing Corporation
610 Opperman Drive
Eagan, MN 55123
Attention: Customer Service

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

Exhibit 1
Scope of Services and Key Personnel

1 Statement of Work

1.1 Services

West Publishing Corporation d/b/a West, A Thomson Reuters Business (“Thomson Reuters”) will provide online access to a multitude of legal and related databases including and not limited to all State and Federal legislation (including legislative history), all 50 State and Federal case law, regulations, agency decisions, Illinois Attorney General opinions, US Attorney General opinions and rulemaking, investigative tools, public records and companies’ financial information, and secondary sources of laws such as law review articles and journals, restatements, treatises, etc. Access will be affected by use of an assigned, individual user ID and password. This access shall be available 24 hours a day, 7 days a week, 365 days a year (including holidays). The service shall include, at no additional charge to the County, unlimited searching, online printing, offline printing, emailing and downloading of any information from the base service in multiple formats including, but not limited to, Microsoft Word (.docx), Corel WordPerfect (.wpd), and Adobe Acrobat (.pdf).

Any software required for searching, downloading, printing, and e-mailing materials, along with the capacity to flag topic areas and highlight recent legal developments shall be provided. Search functionality shall include, but not be limited to, keyword, subject matter and full-text availability, such as federal and state legal resources, financial reports on companies, and state and federal case laws (listed below as required databases). Research data resulting from user-requested searches shall be displayed on the computer screen for reading/browsing, downloading, emailing or printing. The County shall have the right to add or delete database requirements as needed.

The service shall include an online citation program that can be used with Microsoft Word (.docx), Corel WordPerfect (.wpd), and or Adobe Acrobat (.pdf) documents for the purpose of checking citation format and status of authority cited (i.e. whether authority has been overruled, distinguished, or criticized, with links to the relevant sources) and generating a table of authorities.

The main research databases shall consist of: (1) Legal Research Databases, which will include news services, public records, public access and additional databases; (2) Investigative Databases; and (3) Hard Copy publications. The access shall be proposed both as a total and separately by for one or more category.

1.1.1 Legal Research Databases

Thomson Reuters will provide access to the databases listed below, namely, but not limited to:

1. Illinois Appellate Court, including Illinois Workers’ Compensation opinions and Rule 23 Orders
2. Illinois Supreme Court
3. Illinois Statutes Annotated, including legislative history
4. Illinois Legislative Service, including bill text and status
5. Illinois Administrative Code
6. Illinois Register
7. Illinois Attorney General opinions
8. Illinois Human Rights Department and Commission decisions
9. Illinois Legal Ethics Opinions
10. Illinois trial court decisions (*e.g.*, Cook County Circuit Court)
11. Illinois local, state, and federal court rules
12. Illinois Pattern Jury Instructions (IPI and non-IPI), civil and criminal
13. Illinois Rules of Evidence
14. Illinois Judicial Ethics Opinions

15. Illinois Human Rights Commission Decisions
16. U.S. Supreme Court opinions, orders, and briefs (where available)
17. U.S. Court of Appeals opinions
18. U.S. District Courts decisions
19. U.S. Code Annotated
20. Code of Federal Regulations
21. Federal Register
22. Equal Employment Opportunity Commission decisions and guidance
23. Public Employee Reporters—Illinois
24. Restatements
25. Law Reviews and Journals from major, U.S. Based ABA Accredited law schools
26. Citation checking service comparable to Key Cite Service or Shepard’s service
27. A brief review/checking service comparable to West Check or Brief Check
28. Secondary Illinois criminal and civil litigation practice materials, consisting of Illinois treatises, Illinois Practice Forms, Illinois IPI/non-IPI Jury Instructions, and other similar Illinois-based materials (including but not limited to the following titles that are available exclusively on Westlaw: Nichols Illinois Civil Practice with Forms, Illinois Law and Practice, Trial Handbook for Illinois Lawyers, Illinois Practice Series, and Illinois Evidence Manual)
29. Illinois and national legal encyclopedias
30. CCH Labor and Employment databases
31. State statutes and legislative service for the other 49 states
32. State supreme court and intermediate appellate court decisions for the other 49 states
33. Local, state, and Federal court rules for the other 49 states
34. State administrative law for the other 49 states
35. Subject matter databases for administrative law, business organizations, commercial law (Unif. Comm. Code), criminal law, family law, labor, real property, employment, torts, and civil rights treatises
36. Secondary national litigation practice materials

1.1.2 News Services

The database requirements shall include online news services, which, itself, shall include full-text information sources from U.S. newspapers within the same day of publication. The news services will allow users to run queries on a regular basis to track new legislation, regulations, standards, and case law, and to monitor press/media and or social media references to the County. Required news publications shall include the publications listed below, namely, but not limited to:

1. Associated Press
2. Chicago Tribune
3. Chicago Sun-Times
4. Crain’s Chicago Business
5. Daily Herald
6. Washington Post
7. United Press International

1.1.3 Public Records

The database requirements shall include access to public record databases which supply the types of information listed below, namely, but not limited to:

1. Location of persons and businesses, skip-tracing, and address searches
2. Credit and bankruptcy checks for companies
3. Driving records
4. Associated persons and businesses
5. Property ownership records
6. Public records (e.g., UCC records, liens, judgments, property records, lawsuit or adverse filings, etc.).

1.1.4 Additional Databases

The County may be interested in obtaining access to additional databases. The County may choose to subscribe to some or all of these additional databases in order to attain the greatest flexibility of the online research service.

THOMSON REUTERS LEGAL RESEARCH PACKAGES

To meet the County’s legal research needs, Thomson Reuters will provide access to Westlaw, an online legal, news, and business information research solution. County agencies can choose from several pre-packaged content options, or they can choose to create a custom, agency-specific package. **See attached Thomson Reuters Products and Pricing Schedule for details.**

1.1.5 Public Access

Thomson Reuters will provide public access to each legal information database and each related service via computer terminals located in each Law Library branch. The location and terminal numbers are provided below.

Location	Number of Terminals
Daley Center	5
2 nd Municipal District Courthouse (Skokie)	1
4 th Municipal District Courthouse (Maywood)	1
5 th Municipal District Courthouse (Bridgeview)	1
6 th Municipal District Courthouse (Markham)	1
Criminal Court Building (26 th & California)	1

THOMSON REUTERS PUBLIC ACCESS LEGAL RESEARCH PACKAGES

To meet the legal research needs of the County Law Library, Thomson Reuters will provide access to Westlaw Patron Access. The Library can choose the pre-packaged content option, or it can choose to create a custom package. **See attached Thomson Reuters Products and Pricing Schedule for details.**

Note: Access to public records, news, and some secondary sources content is not available on Westlaw Patron Access due to third-party licensing restrictions.

1.2 Investigative Tools

The database requirements shall include access to criminal background services which supply the types of information listed below, namely, but not limited to:

1. Criminal history
2. Multi-state criminal search
3. Multi-state sex offender search
4. Civil court files records check
5. National Social Security check

6. Government Watch List / Patriot Act search (i.e., OFAC, Designated Nationals, Blocked Persons, Foreign Sanctions Evaders, and the Consolidated List)
7. E-mail Records
8. Vehicle Registration Information
9. Telephone subscriber and Carrier Information
10. Social Networking Information

THOMSON REUTERS INVESTIGATIVE RESEARCH PACKAGES

To meet the County's investigative research needs, Thomson Reuters will provide access to CLEAR, an online due diligence and investigations solution that provides access to investigative tools and extensive data, including real-time data, public records, proprietary data, and web sources such as social media sites. County agencies can choose the pre-packaged content option, or they can choose to create a custom, agency-specific package. **See attached Thomson Reuters Products and Pricing Schedule for details.**

1.3 Hard Copy Legal Publications

Thomson Reuters will provide the County with the ability to purchase hard copies of legal publications. For each hard copy legal publication purchased by the County from Thomson Reuters, or an entity controlled by or under common control with Thomson Reuters, the County shall receive a discount off of the publisher's list price of the hard copy legal publication. Any discounts that are the subject of a Contract between the County and a Contractor shall also be made applicable by the Contractor to existing County hard copy purchases by an amendment to the contract or contracts through which the County currently purchases such hard copy legal publications.

THOMSON REUTERS HARD COPY LEGAL PUBLICATIONS (PRINT) PACKAGES

To meet the County's legal print publication needs, Thomson Reuters will provide authorized County agencies with a discount off retail pricing for the purchase of eligible new print titles, existing print purchases, and eligible print programs. **See attached Thomson Reuters Products and Pricing Schedule for details.**

1.4 Customer Services and Technical Support

Thomson Reuters will provide customer service and technical support 24 hours a day, 365 days per year at no additional charge. This service shall include, but not be limited to, a help system that will answer questions regarding the use of online services and provide research assistance. Customer service and technical support will be provided through a combination of telephone, online help screens, and website customer support.

Thomson Reuters Technical Support

Technical support representatives are available 24 hours a day, 7 days a week via telephone and email:

Westlaw

- Phone: 1.800.WESTLAW (1.800.937.8529)
- Email: techsupport@tr.com

CLEAR

- Phone: 800.937.8529
- Email: techsupport@tr.com

Thomson Reuters Research Support

For Westlaw subscribers, an additional layer of support is provided by the Westlaw Reference Attorneys team. Reference Attorneys enhance customers' use of our products, solutions, and services by providing efficient and knowledgeable guidance. Reference Attorneys are available by calling 1.800.REF-ATTY (1.800.733.2889) or through our live, online chat option on Westlaw. Live Chat is available Monday-Friday from 7:00 a.m.– 12:00 a.m. Central Time.

CLEAR subscribers can also receive research assistance by calling 877.242.1229.

Thomson Reuters Online Assistance and Other Resources

In addition to the help available from the Customer Support and Reference Attorney staff, we also have online assistance resources.

- Online Help Screens—Our products include online help information that provides immediate assistance with the products. Help pages in Westlaw and CLEAR are accessible by clicking the Help link on the appropriate screen.
- Customer Support Online—Users can get fast, up-to-date, in-depth, searchable answers to their questions at legal.thomsonreuters.com/support.
 - Westlaw Support Center: legal.thomsonreuters.com/support/westlaw
 - CLEAR Support Center: legal.thomsonreuters.com/support/clear

1.5 User Training

Thomson Reuters will provide ongoing training support to users at no additional cost to the County during the entire period of the contract. Training will be customized to cover topical subjects relevant to users' areas of practice and levels of expertise. Training should result in users becoming fully proficient in the use of the online legal research service. The Respondent shall provide training in a variety of formats, including group classes, individual classes, written manuals, e-learning, and personalized one-on-one telephone training. The Respondent shall provide said training on-site in County facilities and the provider's local training center, or virtually as requested by users. At a minimum, training shall be available during normal business hours.

1.6 Product Documentation

Upon an individual user's request, Thomson Reuters will provide that user with product documentation explaining how to use the On-Line Research Services, as well as any on-line help offerings.

In addition, agency users can access Thomson Reuters product guides covering topics such as quick tips, folders, searching, and alerts. Also available are answers to frequently asked questions. Users can access this information at legal.thomsonreuters.com/support.

1.7 Authorized Users and Additional Users

Cook County Agency account administrators will be able manage their users from the Thomson Reuters My Account tool, a secure, online tool that helps agencies manage their accounts with Thomson Reuters. My Account lets designated account administrators perform routine account management tasks, such as managing users and print subscriptions. Agencies can also utilize My Account to view account balances, make online payments, and check the status of recent payments.

In addition to the account tools available to agency administrators, agencies' Thomson Reuters Client Manager will be available to assist with account-related tasks, including user and password management.

Additional Using Agencies may request services offered under this contract. Designated Thomson Reuters personnel will work with County Using Agencies to review services and pricing offered under this contract. All quotes for additional services which increase the overall contract dollar value will be presented to the Cook County Chief Procurement Officer for approval. Any additional services requested under this contract cannot surpass the contract term.

1.8 Reporting

User and usage reporting information will be made available to designated agency account administrators. Agency account administrators will have access to Thomson Reuters QuickView+, a free online billing and reporting service. Flexible reporting in QuickView+ allows administrators to track usage by individual account, customized account group, client, user, and/or usage date. Administrators can also assign each user an identifier to meet their unique needs (e.g., report on users by practice group, employee number, cost center, or employee status). Administrators can choose from 20 standard report formats, or they can customize their reports to include only the fields they want and sort the information in the order they specify. Reports can be sent to administrators automatically (e.g., daily, weekly, monthly) via email.

Agencies' Thomson Reuters Client Manager will also be available to assist with account-related tasks. Thomson Reuters will work with Cook County if additional reporting is necessary.

1.9 Technical Requirements

1. Access must be compatible with all access and compatibility requirements as follows:
 - a. Supported operating systems
 - i. Windows 7, Windows 8.1, and Windows 10
 - ii. Windows Vista®
 - iii. Mac® OS 10.5 or later
 - b. Internet browser
 - i. Internet Explorer 11 or later (Windows only)
 - ii. Mozilla Firefox current version or Extended Support Release version
 - iii. Safari 10.0 or later
 - iv. Chrome current version
 - c. Mobile apps
 - i. iPhone (iOS 9.0 or later, iPhone 4S or later)
 - ii. iPad (iOS 9.0 or later, iPad 2nd generation or later)
 - iii. Android (4.0 or later, Android 4.0 or higher)
 - d. Other requirements
 - i. 1024x768 or higher screen resolution recommended
 - ii. Adobe Acrobat Reader 9.0 or later (some print functionality is lost with older versions)
 - iii. Adobe Flash

Note: Technical requirements may vary based on the product. Compatibility requirements may change over time.
2. Back up access plan for Internet down time (i.e., 24/7 access to Thomson Reuters technical support representatives)
3. Provide 24/7 research service availability
4. Provide 24/7 technical support availability
6. Provide self-service for users to reset their password
7. Provide user administration (a means to enable/reset/disable a user)
8. Have strict password policy
9. Use https/certificate
10. Run on all major browsers/OS
11. Available from any internet IP address, including mobile devices and laptops, for off-site use
12. Thomson Reuters redundant data centers will process software updates and maintain availability without downtime.

1.10 Personnel

The below Thomson Reuters personnel will be available on an as-needed basis to assist County agencies in successfully utilizing the products offered under this Contract.

Thomson Reuters Legal Accounts

- Reena Gopalji, Government Client Manager
 - Phone: 954.667.8195
 - Email: reena.gopalji@tr.com

- Timothy (Tim) Moore, Government Account Executive
 - Phone: 217.953.0552
 - Email: tim.moore@tr.com

Thomson Reuters Investigative Accounts

- Denny O'Connor, Government Client Manager
 - Phone: 612.216.2343
 - Email: denny.oconnor@tr.com
- Ed Latek, Government Account Executive
 - Phone: 847.220.2551
 - Email: ed.latek@tr.com

Thomson Reuters Print (Legal Publications) Accounts

- Jeremy Salentine, Print Specialist
 - Phone: 651.244.6019
 - Email: jeremy.salentine@tr.com

General Contact for Thomson Reuters Billing/Order Processing Matters

- Phone: 800.328.4880
- Email: statesupport@tr.com

1.11 Billing

The County will be invoiced on a monthly basis as per the Professional Services Agreement. Thomson Reuters will submit individual invoices per Using Department to the County for monthly payment. Each Using Department's invoices will be sent to the Department of Budget and Management Services for payment, until such time the County requests that Thomson Reuters submit each Using Department's invoices to the Using Department directly.

Exhibit 2
Schedule of Compensation

THOMSON REUTERS

Westlaw, CLEAR, & Print

for the Illinois Cook County Government

EXHIBIT 2 SCHEDULE OF COMPENSATION

Contract No. 1944-17732B

County Wide Online Legal Research Services and Related Products

SUBMITTED TO

Jorge Robles
118 N. Clark Street
Room 1018
Chicago, IL 60602

SUBMITTED BY

Thomson Reuters
(West Publishing Corporation)

REVISION DATE

August 24, 2020

Confidentiality Statement

This proposal includes proprietary information that shall not be duplicated, used, or disclosed outside of the Illinois Cook County Government—in whole or in part—for any purpose other than evaluating this proposal. This information is deemed proprietary because it contains pricing and confidential corporate information that is of critical value to Thomson Reuters in a highly competitive market.



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Final Pricing for the Law Library, Sheriff’s Office, State’s Attorney’s Office, and Assessor’s Office

Custom package pricing is provided on the following pages for the core agencies that have selected our legal and/or investigative research products. Each custom package has been tailored to meet an individual agency’s research needs based on the legal or investigative content, capabilities, and number of users (licenses) it requires.

Total Cost

Combined/Total Cost		
Price includes:	<ul style="list-style-type: none"> ▪ Law Library: Legal Research Custom Package (Staff Access) – 2 users ▪ Law Library: Legal Research Custom Package (Patron Access) – 15 terminals/concurrent users ▪ Sheriff’s Office: Legal Research Custom Package – 50 users ▪ Sheriff’s Office: Investigative Research Custom Package – 75 users ▪ State’s Attorney’s Office: Investigative Research Custom Package – 10 users ▪ Assessor’s Office: Legal Research, Option 1A and Two (2) Option 1 Add-Ons – 5 users 	
Period of Performance	Fixed Monthly Charge	Annual Cost
Year 1	\$29,208.42/mo.	\$350,501.04
Year 2	\$30,085.52/mo.	\$361,026.24
Year 3	\$30,986.93/mo.	\$371,843.16
<i>Option Year 4</i>	<i>\$31,915.37/mo.</i>	<i>\$382,984.44</i>
<i>Option Year 5</i>	<i>\$32,874.53/mo.</i>	<i>\$394,494.36</i>
<i>Option Year 6</i>	<i>\$33,860.16/mo.</i>	<i>\$406,321.92</i>

Cost Per Agency

For reference, below is the pricing per agency. These tables provide additional detail regarding the product option, content, and number of users selected by each agency.

Law Library (Legal Research, Staff Access)

Our legal research custom package offer for the Law Library provides Library staff with access to additional content on Westlaw that is not available through its public access legal research solution.

Pricing for the Library is as follows:

Proposed Content:		
▪ National Primary	▪ Litigation	
▪ Analytical Plus	▪ Practical Law	
Research Platform: Thomson Reuters Westlaw Edge		
No. of Users: Up to 2 Authorized Agency Users		
Period of Performance	Fixed Monthly Charge	Annual Cost
Year 1	\$350.80/mo.	\$4,209.60
Year 2	\$361.32/mo.	\$4,335.84
Year 3	\$372.16/mo.	\$4,465.92
<i>Option Year 4</i>	<i>\$383.33/mo.</i>	<i>\$4,599.96</i>
<i>Option Year 5</i>	<i>\$394.83/mo.</i>	<i>\$4,737.96</i>
<i>Option Year 6</i>	<i>\$406.67/mo.</i>	<i>\$4,880.04</i>

Law Library (Legal Research, Public Access)

Our public access legal research offer for the Law Library provides access to a content set that is consistent with the Law Library's existing Westlaw Patron Access plan.

Proposed Content:		
▪ National Core		
▪ National Analytical		
▪ Litigation		
▪ Practical Law		
Research Platform: Thomson Reuters Westlaw Patron Access		
No. of Terminals/ Concurrent Users: Up to 15 Terminals/Concurrent Users		
Period of Performance	Fixed Monthly Charge	Annual Cost
Year 1	\$20,290.12/mo.	\$243,481.44
Year 2	\$20,898.82/mo.	\$250,785.84
Year 3	\$21,525.79/mo.	\$258,309.40
<i>Option Year 4</i>	<i>\$22,171.56/mo.</i>	<i>\$266,058.72</i>
<i>Option Year 5</i>	<i>\$22,836.71/mo.</i>	<i>\$274,040.52</i>
<i>Option Year 6</i>	<i>\$23,521.81/mo.</i>	<i>\$282,261.72</i>

Sheriff's Office (Legal Research)

Our legal research offer to the Sheriff's Office provides access to a more robust content set, which the Sheriff's Office expressed interest in during our meeting on 5/21/2020.

Proposed Content:		
<ul style="list-style-type: none"> ▪ National Primary ▪ Analytical Plus ▪ National Public Records ▪ Litigation ▪ PeopleMap Premier and Company Investigator ▪ Practical Law 		
Research Platform: Thomson Reuters Westlaw Edge		
User Limit: Up to 50 Authorized Agency Users		
Period of Performance	Fixed Monthly Charge	Annual Cost
Year 1	\$4,547.50/mo.	\$54,570.00
Year 2	\$4,683.93/mo.	\$56,207.16
Year 3	\$4,824.44/mo.	\$57,893.28
<i>Option Year 4</i>	<i>\$4,969.18/mo.</i>	<i>\$59,630.16</i>
<i>Option Year 5</i>	<i>\$5,118.25/mo.</i>	<i>\$61,419.00</i>
<i>Option Year 6</i>	<i>\$5,271.80/mo.</i>	<i>\$63,261.60</i>

Sheriff's Office (Investigative Research)

Our investigative research custom package offer for the Sheriff's Office provides access to CLEAR for Law Enforcement Plus and Real-Time Incarceration and Arrest Records for up to 75 users.

Proposed Content:		
<ul style="list-style-type: none"> ▪ CLEAR for Law Enforcement Plus ▪ Real-Time Incarceration and Arrest Records 		
Research Platform: Thomson Reuters CLEAR		
User Limit: Up to 75 Authorized Agency Users		
Period of Performance	Fixed Monthly Charge	Annual Cost
Year 1	\$2,325/mo.	\$27,900
Year 2	\$2,395/mo.	\$28,740
Year 3	\$2,466/mo.	\$29, 592
<i>Option Year 4</i>	<i>\$2,540/mo.</i>	<i>\$30,480</i>
<i>Option Year 5</i>	<i>\$2,617/mo.</i>	<i>\$31,404</i>
<i>Option Year 6</i>	<i>\$2,695/mo.</i>	<i>\$32,340</i>

Note: CLEAR for Law Enforcement Plus is designed specifically for our law enforcement customers. In addition to providing access to the same robust data and features as CLEAR Investigations Advanced, this plan includes additional investigative dashboard tools.

State's Attorney's Office (Investigative Research)

Our investigative research custom package offer for the State's Attorney's Office provides access to CLEAR Investigations Advanced and Real-Time Incarceration and Arrest Records for up to 10 users.

Proposed Content: <ul style="list-style-type: none"> ▪ CLEAR Investigations Advanced ▪ Real-Time Incarceration and Arrest Records (RTIA) 		
Research Platform: Thomson Reuters CLEAR		
No. of Users: Up to 10 Authorized Agency Users		
Period of Performance	Fixed Monthly Charge	Annual Cost
Year 1	\$980/mo.	\$11,760
Year 2	\$1,010/mo.	\$12,120
Year 3	\$1,040/mo.	\$12,480
<i>Option Year 4</i>	<i>\$1,070/mo.</i>	<i>\$12,840</i>
<i>Option Year 5</i>	<i>\$1,103/mo.</i>	<i>\$13,236</i>
<i>Option Year 6</i>	<i>\$1,136/mo.</i>	<i>\$13,632</i>

Assessor's Office (Legal Research)

The Assessor's Office selected Option 1B plus two add-ons under Option 1: Legal Research of our Products and Pricing Schedule for other County agencies. Pricing is as follows:

Proposed Content: <ul style="list-style-type: none"> ▪ National Primary ▪ ALR/AMJUR/CJS ▪ Briefs 		
Research Platform: Thomson Reuters Westlaw		
User Limit: Up to 5 Authorized Agency Users		
Period of Performance	Fixed Monthly Charge	Annual Cost
Year 1	\$715.00/mo.	\$8,580.00
Year 2	\$736.45/mo.	\$8,837.40
Year 3	\$758.54/mo.	\$9,102.48
<i>Option Year 4</i>	<i>\$781.30/mo.</i>	<i>\$9,375.60</i>
<i>Option Year 5</i>	<i>\$804.74/mo.</i>	<i>\$9,656.88</i>
<i>Option Year 6</i>	<i>\$828.88/mo.</i>	<i>\$9,946.56</i>

Pricing for Other Agencies

Consistent with our original proposal, dated 4/19/2019, we've provided a Products and Pricing Schedule for other eligible County agencies to purchase from. The Schedule provides agencies with the ability to choose the research plan that best suits their needs. It includes core packages of online legal research and online investigative research, a legal print publications discount, and a custom packages option to provide other agencies with the ability to create custom, agency-specific legal, investigative, and/or print packages.

Please note:

- Product and pricing options are unchanged from our original proposal, dated 4/19/2019.
- For any agency that purchases from the Schedule, pricing will be based on the individual agency's purchase.

Please see the following pages for details.

Thomson Reuters Products and Pricing Schedule

Our offer to Cook County agencies consists of the following options:

- **Option 1: Legal Research**—This option provides individual County agencies with the ability to pick and choose from two legal research packages containing primary law and analytical content (Options 1A-1B). Agencies may supplement these packages by choosing additional content from a select list of optional separately priced add-ons. Pricing is provided at a rate per user per agency.
- **Option 2: Investigative Research**—This option provides access to a collection of online investigative databases. Pricing is provided at a rate per user per agency.
- **Option 3: Print**—This option provides agencies with a discount off retail pricing for the purchase of eligible new print titles, existing print purchases, and eligible print programs.
- **Option 4: Custom Packages**—The custom packages offered as part of our offer to Cook County recognize that County agencies may have diverse and unique needs that cannot be met by the pre-packaged content sets provided by Options 1-3. These custom packages provide maximum flexibility to purchase custom packages of legal and/or investigative online information or print programs that are specifically tailored to the unique research needs of individual agencies and end users.

Option 1: Legal Research

This option provides County agencies with access to Thomson Reuters Westlaw.

Option 1A: IL State Core with State Analytical

Option 1A provides access to Illinois primary law and Illinois analytical content.

Proposed Content: <ul style="list-style-type: none"> ▪ Illinois State Primary ▪ State Analytical 						
Research Platform: Thomson Reuters Westlaw						
Fixed Monthly Charge: Monthly Per User Per Agency Location Pricing						
No. of Users	Year 1	Year 2	Year 3	Option Year 4	Option Year 5	Option Year 6
1-5	\$75	\$77	\$79	\$82	\$84	\$87

Note: Pricing does not reflect additional discounting that may be available as part of a custom package (e.g., volume discounting for number of users, contract length, etc.). See Option 4: Custom Packages.

Option 1B: National Core

Option 1B provides access to all 50 states and national primary law content.

Proposed Content: <ul style="list-style-type: none"> ▪ National Primary 						
Research Platform: Thomson Reuters Westlaw						
Fixed Monthly Charge: Monthly Per User Per Agency Location Pricing						
No. of Users	Year 1	Year 2	Year 3	Option Year 4	Option Year 5	Option Year 6
1-5	\$100	\$103	\$106	\$109	\$112	\$115

Note: Pricing does not reflect additional discounting that may be available as part of a custom package (e.g., volume discounting for number of users, contract length, etc.). See Option 4: Custom Packages.

LEGAL RESEARCH PACKAGE DESCRIPTIONS

Following is a brief description of the content included in Options 1A-1B.

Included Content

Option 1A Content

Illinois State Primary—Core IL primary law content, such as cases, statutes, regulations, and legislative history.

State Analytical—Extensive and exclusive collection of IL analytical materials, such as treatises, forms, IPI and non-IPI jury instructions, IL Practice Series, and more.

Option 1B Content

National Primary—All state and federal primary law (cases, statutes, regulations, administrative). Includes legislative history, PastStat Locator, Bill & Regulation Tracking, and Graphical Statutes. Complete coverage of IL primary law.

Included Features and Services

- WestSearch
- KeyCite Citator Service
- Editorial Enhancements
- West Key Number System
- Research Recommendations
- Law Summaries
- Folder Analysis
- Alerts and WestClip
- Research Report
- Training (Initial and ongoing)
- Reference Attorneys (ongoing)
- Technical support (ongoing)
- Custom Pages
- Ability to download, email, and print content
- Mobile access
- Account management tools

Option 1 Add-On Content

If an agency selects Options 1A-1B, the following optional separately priced add-on libraries are available. For any add-ons selected by the agency, the corresponding monthly per user charge will be added to the Option 1A/1B charge.

Option 1 Add-On Content (Monthly Per User Per Agency Location Pricing)						
Library Name	Year 1	Year 2	Year 3	Option Year 4	Option Year 5	Option Year 6
Analytical Plus	\$30	\$31	\$32	\$33	\$34	\$35
ALR/AMJUR/CJS	\$23	\$24	\$24	\$25	\$26	\$27
Briefs	\$20	\$21	\$21	\$22	\$22	\$23
Trial Court Orders	\$20	\$21	\$21	\$22	\$22	\$23
Jury Verdicts	\$20	\$21	\$21	\$22	\$22	\$23
Municipal Analytical	\$14	\$14	\$15	\$15	\$16	\$16
Criminal Analytical	\$14	\$14	\$15	\$15	\$16	\$16
National Public Records	\$36	\$37	\$38	\$39	\$40	\$42

Note: Pricing does not reflect additional discounting that may be available as part of a custom package (e.g., volume discounting for number of users, contract length, etc.). See Option 4: Custom Packages.

LEGAL RESEARCH ADD-ON DESCRIPTIONS

Following are brief descriptions of the content available as an optional add-on to Option 1 packages, as well as included features and services.

Content

Analytical Plus—Thousands of secondary sources with broad coverage of practice areas and jurisdictions and extensive IL materials. Includes forms, jury instructions, 50 state surveys, law reviews and journals, and news.

ALR/AMJUR/CJS—Access to American Law Reports, American Jurisprudence, and Corpus Juris Secundum.

Briefs—Extensive and exclusive collection of appellate briefs and petitions libraries at both the federal and state levels.

Trial Court Orders—National and state trial court orders.

Jury Verdicts—Information from more than 500,000 federal and state jury verdict summaries from around the country.

Municipal Analytical—Matthews Municipal Ordinances, McQuillin: The Law of Municipal Corporations, McQuillin Municipal Law Report; Municipal law forms, clauses, and checklists.

Criminal Analytical—Comprehensive criminal analytical resources, including treatises, practice guides, journals and law reviews.

National Public Records—Comprehensive and current collection of public records. Includes people locator resources, assets, adverse filings, licenses and registrations, and business and corporate records.

Features and Services

- WestSearch
- KeyCite Citator Service
- Editorial Enhancements
- West Key Number System
- Research Recommendations
- Law Summaries
- Folder Analysis
- Alerts and WestClip
- Research Report
- Training (Initial and ongoing)
- Reference Attorneys (ongoing)
- Technical support (ongoing)
- Custom Pages
- Ability to download, email, and print content
- Mobile access
- Account management tools

Option 2: Investigative Research

This option provides County agencies with access to Thomson Reuters CLEAR Investigations Advanced for investigators in agencies and law enforcement. Pricing is provided at a rate per password per agency location.

Proposed Content: ▪ CLEAR Investigations Advanced						
Research Platform: Thomson Reuters CLEAR						
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing					
No. of Users	Year 1	Year 2	Year 3	Option Year 4	Option Year 5	Option Year 6
1-5	\$211	\$217	\$224	\$231	\$238	\$245

Note: Pricing does not reflect additional discounting that may be available as part of a custom package (e.g., volume discounting for number of users, contract length, etc.). See Option 4: Custom Packages.

INVESTIGATIVE RESEARCH PACKAGE DESCRIPTION

Brief descriptions of the content, features, and services included in Option 2 are provided below.

Included Data Sources

- Person Records
- Business Records
- Phone Records
- Asset Records
- License Records
- Court Records
- Real Property Records
- Intellectual Property Records
- Web Sources
- Real-Time Live Data Gateways:
 - Reverse Phone Gateway
 - Experian Gateway
 - Transunion Gateway
 - Vehicles Gateway

Included Features and Services

- Sophisticated search technology
- Data source transparency
- Vital Statistics
- Quick Analysis Flags
- Address Map
- Web Analytics
- Reports (Basic, Contact, Individual, and Company)
- Workspace
- Training (Initial and ongoing)
- Technical and research support
- Download, email, and print content
- Alerts (5 per user)
- Mobile access
- Account management tools

Option 3: Print

This option provides authorized agencies a discount off retail pricing for the purchase of eligible new print titles, existing print purchases, and eligible print programs. Agencies must work with their local West representative at the time of purchase to receive the discount.

- Agencies will receive a minimum of 10% off the one-time purchase of eligible new print titles. (Note: A new title is defined as a purchase that has not been purchased within five years by the agency.) Agencies that purchase eligible new print titles on subscription will receive a 10% discount at the time of the initial purchase, followed by a 20% discount when the titles are updated and new versions are released.
- Agencies that currently purchase eligible print titles on subscription will continue to receive a 20% discount off those titles when new versions are released (i.e., 20% off then-current retail rates).
- Certain agencies may be eligible for additional discounting based on a multi-year commitment. These additional discounts/print programs can provide for significant savings to County agencies. Please contact your local West representative for more information.

Option 4: Custom Packages

Research needs can vary dramatically from agency to agency, and not all agencies require access to the same content. Custom packages are offered in recognition that some County agencies have diverse and unique needs that cannot be met by the pre-packaged content sets provided by Options 1-3. This option provides agencies with maximum flexibility to purchase custom online legal, investigative, law enforcement, and other Thomson Reuters/West products and solutions that are specifically tailored to the research needs of individual agencies and end users (including content and features, number of users, and contract length). Offering customized packages allows an agency to enjoy the best value, in terms of both price and content.

Please note: A pricing schedule is not available under this option, as the custom agency-specific pricing will be negotiated with the individual agency based on its unique research subscription needs. Agencies will contact their local Thomson Reuters representative for information on these custom packages, and to obtain their discount.

LEGAL RESEARCH CUSTOM PACKAGES

If an agency's legal research needs differ from or extend beyond the pre-packaged content sets offered under Option 1, we can customize a legal research package that is specific to the agency's needs.

In addition to Westlaw, Thomson Reuters offers additional legal products and solutions that may be of interest to County agencies, such as legal know-how/practical legal guidance, legal drafting assistance, enhanced legal research platforms (e.g., Westlaw Edge), continuing legal education (CLE), e-discovery, case management, and court management.

INVESTIGATIVE RESEARCH CUSTOM PACKAGES

When an agency's investigative research and law enforcement needs differ from or extend beyond the pre-packaged content set offered under Option 2, we can work with individual purchasing agencies to create custom special packages that are specific to an agency's investigative research needs.

Under the custom packages option, agencies can enhance their law enforcement and investigative research subscription with premium tools, features, and services. For example, CLEAR offers real-time gateway access to arrest records, license plate recognition data, additional data delivery modes including batch processing for high-volume searching, system-to-system capability (which integrates query and result retrieval directly into internal user applications), and other investigative tools. Having numerous search options provides organizations with needed flexibility to meet unique search, retrieval, and integration requirements.

PRINT PROGRAMS CUSTOM PACKAGES

A print program custom package provides agencies with the opportunity to enter into a multi-year agreement for the purchase of hard-copy legal publications. A multi-year agreement provides an agency with predictable, fixed-rate pricing and greater savings over time.

Pricing Terms and Conditions

The following terms and conditions apply to any contract resulting from this proposal (hereinafter “contract”).

- **Eligibility**—Available only to authorized Illinois Cook County Government Using Agencies as agreed upon by the terms of the Master Agreement negotiated between the Cook County Government and West Publishing Corporation (“West”). The rates set forth hereunder are available only to government personnel accessing West products for government purposes.
- **Agency/Purchasing Entity Locations (Per Password Packages)**—Under Options 1-2 of the Products and Pricing Schedule (Pricing for Other Agencies), each Using Agency location must subscribe separately. Access is limited to the agency’s personnel at that location. Purchasing agencies/entities with multiple locations may purchase under the Custom Packages.
- **Authorized Users**—Only users authorized to use Westlaw and/or CLEAR by the agency may access and use Westlaw/CLEAR under the terms of the fixed-rate agreement, and such use must be solely for purposes directly related to the agency’s research and work.
- **Passwords**—Each Westlaw and/or CLEAR user must be assigned a separate password. Passwords may only be used by the person to whom the password is issued. Sharing of passwords between or among users is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to the agency if West learns that Westlaw and/or CLEAR has been used by a person other than the person to whom the password has been issued.
- **Password Rates**—The Monthly Charge per User under the per passwords options of the Products and Pricing Schedule (Pricing for Other Agencies) will NOT be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User for each password request during such month. The Monthly Charge per User for Subscribers that elect to change from one option to another will be effective on the first day of the month following receipt and approval of the appropriate documentation by West.
- **Included and Excluded Charges**—Using Agencies will receive the content package as described in their Order Form. Access to and usage of all other content, features, and services is excluded and will be billed separately as excluded charges. The excluded content, features, and services will be charged at the applicable rates (including applicable transaction, communications, and other associated charges, if any) for each library, feature, or service accessed according to the then-current terms and conditions as set forth in the then-current Schedule transactional rates document.

West may, at its option, make certain content, features, and services excluded charges if West is contractually bound or otherwise required to do so by a contributor of data to West, or if the content, features, and services are enhanced or released after the effective date of any contract awarded to West pursuant to this proposal.

- **New Content, Features, Services, and Platforms**—West reserves the right to charge for any new content, features, services, or platforms released during the term of this contract (whether “third-party” content or not), and such charges may be separate from and in addition to the Fixed Monthly Charge. Such charges (if any) shall not be greater than the charges at which such content, features, services, or

platforms are made available to West’s other government subscribers under West’s then-current Government Price Plan.

If, however, any new content, features, services, or platforms released during the term of this contract are made generally available to government subscribers as part of their fixed rate agreement, West will also make these same new content, features, services, or platforms available to the agency at no extra cost.

- **Non-FCRA Use**—CLEAR is intended for due diligence and investigative purposes, activities not regulated by the Fair Credit Reporting Act (FCRA). Thomson Reuters is not a consumer reporting agency, and customers must not use any of the content, information, or services provided on our sites as a factor in establishing a consumer’s eligibility for credit or insurance to be used primarily for personal, family, or household purposes; for employment purposes; in consumer debt-collection decisions, or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 USCA §1681b).
- **Westlaw Public Records Usage Limitation**—If the transactional value of the agency’s Westlaw Public Records usage exceeds twenty (20) times the usage of the Westlaw subscription following monthly Subscription Period limits, we may limit access to live gateways, request that the parties enter into good faith renegotiations regarding the agency’s Public Records access, or terminate access upon 10 days written notice. Transactional value of the agency’s Westlaw Public Records usage is calculated based upon our then-current Schedule A rates.
- **Batch Usage**—If included in an agency’s subscription, the agency may submit Batch Inputs per Subscription Period up to the Annual Cap (i.e., the number of annual inputs included in the agency’s subscription). Charges for the value of the Batch Inputs per Subscription Period are waived up to the Annual Cap. If the total of the agency’s Inputs exceeds the Annual Cap, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, or 2) limit the agency’s access to its subscription for the remainder of the then-current 12-month period, during which time it will continue to be billed its Monthly Charges. If an agency’s access to its subscription has been limited, its access will be reinstated on the first day of the following the Subscription Period, if any.
- **Ordering Documents**—All access to and usage of Westlaw/CLEAR is governed by the then-current Thomson Reuters General Terms and Conditions, Product-Specific Terms, and applicable Order Form. These documents (included in Exhibit 10) will be incorporated by reference into and made part of any contract awarded to West pursuant to this proposal.
- **Credentialing Documents**—Access to and usage of CLEAR/Westlaw Public Records content requires completion of the then-current Account Validation and Certification (AVC) Form. (A sample of this document is included in Exhibit 10.)
- **Contractor Information**—Any contract resulting from this proposal will be with:

Legal Contracting Entity:	West Publishing Corporation
Doing Business As (DBA):	West, a Thomson Reuters business
Corporate Address:	610 Opperman Drive, Eagan, MN 55123
Remittance Address:	P.O. Box 6292, Carol Stream, IL 60197-6292
Federal Tax ID #:	41-1426973
DUNS #:	14-850-8286
Cage Code:	89101
Company Size:	Large

- **Signature Requirements**—The applicable Order Form and all related documentation must be signed by an authorized representative.

- **Order Processing**—Unless otherwise stated in the Order Form, service will begin the first day of the first month following receipt of the fully executed West Order Form (or Purchase Order), provided adequate time is available for implementing the contract. In general, to implement a contract, West must receive the fully executed contract no later than five business days prior to the end of the month preceding the start of service.

Bidder Licensing Agreements and Ordering Documents

The following contracting documents govern the access to and usage of various products that are offered under this proposal. These agreements will be incorporated by reference and made part of any contract awarded to us pursuant to this proposal.

Note: The appearance of ordering documents and supporting forms that are actually used may vary in appearance from the samples provided depending upon the product ordered, and availability of electronic ordering systems.

LICENSE AGREEMENT TERMS

Governing terms applicable to all products offered herein.

- General Terms and Conditions [Document 1]

Product-specific terms that may be applied to select orders.

- Product-Specific Terms [Document 2]

ORDERING AND CREDENTIALING DOCUMENTS

Ordering documents applicable to certain products/packages offered herein.

- West Order Form [Document 3]
- West Order Form – CLEAR [Document 4]
- ProFlex Order Form (for agencies with multiple locations) [Document 5]
- Special Offer Order Form (for select Westlaw, CLEAR, or other custom packages) [Document 6]
- Account Validation and Certification (AVC) Form (account credentialing form required by law for access to Westlaw Public Records and CLEAR) [Document 7]
- Addendum to AVC Form – Multi-Location [Document 8]
- Addendum to AVC Form – Unmasked Data Request (account credentialing form required by law for access to Social Security Numbers, Date of Birth, and/or Driver’s License information for CLEAR) [Document 9]

TRANSACTIONAL RATE SCHEDULES

Transactional rates for access to and usage of excluded content, features, and services.

- Schedule A Plan 2 Westlaw Government Service (transactional rates for access to and usage of excluded content, features, and services) [Document 10]
- CLEAR Services Schedule A (transactional rates for access to and usage of excluded content, features, and services) [Document 11]

Contract No. 1944-17732B

Exhibit 3
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: NewYork.Certs@marsh.com Fax: 212-345-3695	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : ACE American Insurance Company		22667
INSURER B : ACE Property and Casualty Insurance Company		20699
INSURER C : Indemnity Insurance Company of North America		43575
INSURER D : ACE Fire Underwriters Insurance Company		20702
INSURER E : _____		
INSURER F : _____		

COVERAGES **CERTIFICATE NUMBER:** NYC-009595774-09 **REVISION NUMBER:** 25

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		HDO G71445562	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		ISA H2528415A	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____		G27963675 004	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	WLR C66039316 (AOS)	10/01/2019	10/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
D			SCF C66039353 (WI)	10/01/2019	10/01/2020	E.L. EACH ACCIDENT \$ 1,000,000
A			WLR C66039274 (AZ, CA, MA)	10/01/2019	10/01/2020	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability (E&O)		G21635029 018	10/01/2019	10/01/2020	Limit: 2,000,000 SIR: 1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Cook, Cook County, 118 N, Clark St., Chicago, IL 60602 is included as an additional insured (except workers' compensation and Professional Liability) where required by written contract. The coverage under the General and Auto Liability Policies only if required by written contract, shall be Primary and Non-Contributory.

CERTIFICATE HOLDER Cook County, Illinois 118 North Clark Street Chicago, IL 60606	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Michaela Grasshoff <i>Michaela Grasshoff</i>
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Exhibit 4
Cook County Travel Policy



Cook County Travel and Business Expenses Policy and Procedures

Adopted: FY 2017

Cook County Travel and Business Expenses Policy and Procedures

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Cook County Travel and Business Expenses Policy and Procedures

INTRODUCTION

The County of Cook (“County”) has a fiduciary responsibility to ensure County resources are used responsibly and that individuals do not incur inappropriate or excessive expenses, or gain financially from the County. As such, all persons who travel on behalf of the County are fiscally responsible and accountable for all County expenditures.

The purpose of the County’s travel and business expense policy and procedures is to provide guidelines for payment of authorized travel expenses in an efficient, cost effective manner, and to enable County travelers to successfully execute their local and non-local travel requirements at the lowest reasonable costs, resulting in the best value for the County.

All official travel should be prudently planned so that the County’s best interests are served at the most reasonable cost. Anyone traveling on County business is expected to exercise the same economy that a practical person would exercise when traveling on personal business.

Excessive costs or unjustifiable costs are not acceptable and will not be reimbursed. The individual requesting reimbursement is responsible for insuring that his/her expense and related reimbursement request complies with all applicable policies, is properly authorized, and is supported with necessary receipts and documentation.

Supervisors and department heads are accountable for use of County funds and must verify that all travel is budgeted and expenditures are charged to the proper account(s).

These guidelines and procedures described in this policy may not cover every possible situation. Travelers should contact supervisors and/or department heads for clarification as needed.

APPLICABILITY

The Cook County Travel and Business Expense Policy and Procedures, and all associated requirements, applies to all County employees and all County officials, whether elected or appointed, who incur travel or business expenses while conducting official business on behalf of the County.

GENERAL PRINCIPLES AND REQUIREMENTS

The County reimburses authorized travelers for reasonable and necessary expenses incurred in connection with approved travel on its behalf.

A necessary expense is one for which there exists a clear business purpose and is within the County’s expense policy limitations. A clear business purpose contains all information necessary to substantiate the expenditure including a list of attendees, if appropriate, and their

Cook County Travel and Business Expenses Policy and Procedures

purpose for attending, business topics discussed, or how the expenditure benefited the County.

Each county bureau and department is charged with the responsibility for determining the necessity, available resources and justification for the need and the method of travel.

All employees and supervisory staff should keep the following key points in mind when planning and/or approving travel on behalf of the County:

- i. All official travel should be planned so that the best interests of the County are served at the most reasonable cost;
- ii. All official travel shall be by the most economical mode of transportation available considering travel time, cost and work requirements;
- iii. Most travel must be authorized in advance by the traveler's department head;
- iv. Each department head is responsible for ensuring that all travel on behalf of the County complies with all applicable travel regulations;
- v. Employees must be authorized to commit the County's resources, and are subject to disciplinary action up to and including the termination of employment if proper authorization is not obtained;
- vi. All travel authorizations must be documented by the process established within each bureau or department as to how prior authorization for travel will be documented, e.g., travel request form, email;
- vii. Under no circumstances should an individual approve his/her own expense report.
- viii. Travel related costs shall not be reimbursed from petty cash funds; and
- ix. The County will not reimburse personal expenses.

LOCAL TRAVEL

Definitions

"Local travel" means travel that is performed for official purposes in and around the employee's primary work location and does not entitle the traveler to lodging, meals or other travel related allowances.

"Primary work location" means the worksite to which the employee is assigned and reports to when not performing local travel.

Authorized Modes of Transportation for Local Travel

Authorized modes of local transportation for conducting local official County business in preferred order are:

- i. Public transportation, i.e., CTA, Pace, Metra
- ii. County-owned vehicles, i.e., Shared Fleet or ZipCar;
- iii. Taxicabs and ride sharing services; and
- iv. Personally owned vehicle.

Cook County Travel and Business Expenses Policy and Procedures

Local Travel Requirements

Preferred Method of Travel

Public transportation is the preferred method of local travel. However, it is recognized that there are times when this mode of transportation may not be feasible due to location, timing, equipment/materials, and/or security reasons. In such cases, the use of a County-owned or personally owned vehicle (“POV”) for local travel may be approved by a department head. Use of a POV for local travel may not be approved solely to accommodate the traveler’s personal comfort or convenience.

County-owned vehicles

The following requirements apply to local travel by means of a County-owned vehicle:

- i. The department head has determined public transportation is not feasible or practical.
- ii. County owned vehicles are to be used only for County business. The use of County-owned vehicles for personal use is prohibited.
- iii. Employees must follow the Vehicle Policy Ordinance, and any other rules, regulations or other applicable requirements adopted by the Cook County Board of Commissioners or the Vehicle Steering Committee.

Personally Owned Vehicles

The following requirements apply to the use of a POV for local travel:

- i. County employees, with the prior written permission of their department head, may use their POV to conduct official County business. Department heads shall only approve the use of POV for County business when it is in the best interest of the County to do so.
- ii. POV use is in the County’s best interest when it is the least expensive option or the employee’s department head determines in writing that a less expensive mode of transportation is clearly not feasible or practical.
- iii. Each bureau (or equivalent operating unit) is responsible for developing a process for approving and documenting the use of a POV for official travel.

A copy of the department head’s written approval for each instance of POV use must accompany each request for POV mileage reimbursement and related expenses.

Reimbursement for Local Travel by Public Transportation

Mass Transit and Metra

Local official travel via mass transit, e.g., CTA, PACE, Metra, may be reimbursed as a transportation expense. A receipt is required for reimbursement.

Cook County Travel and Business Expenses Policy and Procedures

Taxicabs

Employees may utilize a taxicab if advantageous to the County and necessary for urgent business. Reimbursement is limited to the metered fare. Tipping is at the traveler's expense and not reimbursable. A receipt is required for reimbursement.

Uber/Lyft, etc.

Employees may utilize Uber or a similar service if advantageous to the County and necessary for urgent business. In such cases, an employee may only use the service's lowest-cost option, e.g., Uber X. Reimbursement for Uber and similar ride services is limited to the actual cost of the trip. A receipt is required for reimbursement.

Reimbursement for Local Travel by POV

Reimbursement for POV mileage shall be subject to the following terms and conditions:

- i. An employee shall not be reimbursed for commuting mileage, i.e., the distance between the employee's residence and the employee's primary work location.
- ii. When approved local travel starts and terminates at the employee's primary work location, only the most direct route mileage (using the TEVS mileage calculator) from the primary work location to the site(s) visited and back to the primary work location will be reimbursed. In the event the employee's work day ends at a site, the mileage from the last site to residence shall not be reimbursed.
- iii. An employee driving a POV may start and terminate the field assignment at her/his home or official workstation, at the discretion of the department head, provided that where the assignment starts and/or terminates at the employee's home, mileage from residence to first location and last location to residence is deemed commuting mileage and shall not be reimbursed.
- iv. The number of County business miles driven per month will be compensated at the standard IRS deduction rate for business related transportation currently in effect and authorized by the Bureau of Administration. IRS mileage rates adjusted midyear will not be made retroactive. The IRS per-mile rate covers the total cost of operating a POV for local travel or transportation away from home, including such items as gasoline, oil, maintenance, repairs, etc.
- v. Any travel voucher for POV reimbursement that does not include a copy of the prior authorization for POV travel shall not be processed for payment.

Parking and Tolls

Employees can be reimbursed for parking and toll expenses when using a County owned vehicle or POV for County business. Parking and tolls shall be allowed for reimbursement if items are

Cook County Travel and Business Expenses Policy and Procedures

supported by receipts.

Local Travel Reimbursement

Local travel expenses are reimbursed by means of a Travel Expense Voucher (TEV) on the Transportation Expense Voucher System (TEVS). A sample TEV is attached at Appendix 1.

All requests for local travel reimbursement must be generated from the TEVS. The Comptroller's Office will not accept handwritten vouchers.

Employees are required to utilize the TEVS for all mileage reimbursement and other transportation expenses associated with local travel including tolls and parking. TEVS automatically calculates the distance for the most direct route between the two points of travel.

All TEV expenses for parking, tolls, taxi, and public transportation costs shall be supported by receipts for all items, individually.

TEVs prepared through the TEVS must be prepared and signed by the employee who has incurred the expense and signed by his/her department head (or a designated representative). The original local travel voucher shall be submitted to the Comptroller's Office and a copy should be retained by the employee and by the department. Falsification of a TEV is considered a major cause infraction subject to disciplinary action up to and including discharge.

The traveler submitting the TEV is personally responsible for its accuracy and propriety. Local travel trip details are to be entered immediately following travel to eliminate possibility of errors. The TEV must be completed in its entirety.

Approval and Submission of Local Transportation Expense Voucher

In order to be eligible for local travel reimbursement, the employee must submit the TEV by no later than the 20th day of the month following the month in which the travel expense was incurred, unless the failure to submit a voucher within the 20 day period is due to extraordinary circumstances.

The local transportation expense voucher shall then be reviewed and approved by the traveler's department head (or a designated representative), or bureau chief (or equivalent) in the case of a department head, whose signature will represent his or her representation that he or she has reviewed the voucher and that the information contained on the voucher is complete and accurate.

Upon approving a TEV, a supervisor and department head (or a designated representative) are certifying:

- i. Appropriateness of the expenditure and reasonableness of the amount;
- ii. Availability of funds;
- iii. Compliance with applicable reimbursement policies; and

Cook County Travel and Business Expenses Policy and Procedures

iv. Completeness and accuracy of documentation.

A department must submit the TEV to the Comptroller's Office via TEVS by no later than the 60th day after the end of the month in which the travel expense was incurred. An employee who submits a voucher within the 20-day submission period will not be denied reimbursement for failure of his/her department to timely submit the voucher to the Comptroller's office. A copy of the TEV shall be retained by the department.

Any TEV not prepared in accordance with these regulations, including the proper signatures, will be returned to the originator for corrections.

A request for reimbursement of an expense that does not comply with these guidelines may be denied and treated as a personal expense to the traveler and shall be deducted from the reimbursement due the traveler.

NON-LOCAL TRAVEL

The following is not intended to cover routine local travel related to the performance of regular job duties and applies only to official travel that requires an overnight stay.

Before planning non-local travel to attend conferences, meetings, seminars or training sessions, every effort should be made to identify local options for comparable conferences, meetings, seminars or training sessions.

Travelers must verify that planned travel is eligible for reimbursement before making travel arrangements.

Non-local travel connected to and/or funded by a grant (or contract) must be made in accordance with the funding agency's travel requirements. Reimbursement is made at whichever rate is lower, the County's rate or the rate set out in the grant (or contract).

Reasons for Non-Local Travel

The County recognizes the following activities as appropriate for non-local travel purposes:

- i. Delivery of legislative testimony:
- ii. As a stipulation or condition of grant funding or otherwise required for County or federal certification.
- iii. Presentation on behalf of the County at a conference or seminar.
- iv. Financial or tax audit.
- v. Site visits or operational evaluations related to departmental improvement efforts.
- vi. Court proceedings or case preparation.
- vii. Law enforcement related investigations.
- viii. Attendance at conferences, meetings, seminars or training sessions for which: the topic is of critical interest to the County; representation at the event is in the best interest of the County, and the topic is related to an employee's

Cook County Travel and Business Expenses Policy and Procedures

professional development.

Non-local travel for any other purpose(s) requires the prior written approval of the traveler's bureau chief (or equivalent).

Limits on Participants

Attendance at conferences, meetings, seminars or training sessions held outside the Chicago Metropolitan Area is limited to two employees unless otherwise approved by the travelers' bureau chief (or equivalent). (The Chicago Metropolitan Area is comprised of Cook County, DuPage County, Kane County, Kendall County, Lake County, McHenry County and Will County.)

Non-Local Travel Approval Procedure

If the County has contracted with a travel management company, all travel arrangements are required to be secured through the County's designated travel management company.

If the County has not contracted with a travel management company, travel arrangements are the responsibility of the traveler(s). In such cases, all travel should be by means of the most direct route and the least costly alternative consistent with the itinerary.

All travel outside the Chicago Metropolitan Area requires bureau chief (or equivalent) approval. A completed Travel Request Form ("TRF") must be approved by the traveler's department head and submitted to the bureau chief (or equivalent) as far in advance as possible, but no later than ten (10) business days prior to the date of non-local travel. A sample TRF is attached at Appendix 2.

Supporting documentation should be attached to the TRF. Supporting documentation includes, but is not limited to:

- a. A cover memo from the department head justifying the benefit to the County that will result in the employee attending the conference, meeting, or training, etc.;
- b. An agenda; and
- c. The estimated travel cost (obtained either from the travel management company or prepared by the traveler, as the case may be).

The County is not obligated to reimburse employees for non-local travel expenses that do not comply with the applicable travel requirements or those not previously approved by the traveler's bureau chief (or equivalent).

All expenses incurred during non-local travel are to be charged to the 190 account.

Non-local travel paid by a third party must adhere to these travel guidelines and the County's Ethic's rules.

Non-local travel shall not be reimbursed from petty cash funds.

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Travel Outside the Continental United States (U.S.)

All requests for travel outside the continental U.S. must be submitted to the traveler's executive department head, i.e., the chief administrative officer responsible for the policy and administration of the traveler's department, as far in advance as possible, but not later than fifteen (15) business days prior to travel. The executive department head will seek approval from the President's chief of staff or the chief of staff of the elected official for whom the employee works, as the case may be, and will notify the department of approval or denial.

Travelers should convert all foreign expenses to U.S. currency prior to submitting a Travel Reimbursement Voucher. Official documentation of the exchange rate at the time of travel (i.e., bank receipt) must accompany all original receipts.

Reimbursable Non-Local Travel Expenses

County-owned vehicles.

Employees traveling on County business in a County-owned vehicle are entitled to reimbursement for any out of pocket gas expenditures, parking and toll expenses but not mileage reimbursement. Original receipts must be provided for all expenses.

Employees are responsible for all fines related to parking or moving violations issued while traveling on County business.

Personal Vehicles

Employees may use personal automobiles for non-local business travel within a 300-mile radius of Chicago.

Employees will be reimbursed at the IRS mileage rate, but in no event will the reimbursement exceed the cost of lowest available round trip coach airfare.

Mileage reimbursement includes full reimbursement for the cost of gas and general maintenance.

Parking and toll expenses will be reimbursed separately with original receipts.

Employee must carry liability and property damage insurance for business use of his or her vehicle and submit a copy of these insurance policies to the appropriate personnel within his or her department. The employee's personal insurance is primary in the event of an accident.

Employees are responsible for all fines related to parking or moving violations issued while traveling on County business. Absolutely no exceptions will be made.

Note: Travelers are advised to refer to the County Vehicle Policy Ordinance for other rules and regulations regarding the use of county-owned and personal vehicles.

Car Rental

Car rental will not be approved for travel within the Chicago Metropolitan Area. County Shared Fleet or ZipCar programs should be reserved for such travel.

Cook County Travel and Business Expenses Policy and Procedures

Car rental is a reimbursable expense only when transportation by common carrier cannot be utilized or is impractical.

Car rental will be reimbursed at the compact car rate unless the need for a larger car can be justified.

Daily rental rates, taxes, surcharges, gas and car rental insurance are all considered reimbursable items.

Only one car rental will be allowed per trip. This includes trips with multiple travelers unless previously authorized by the traveler's bureau chief (or equivalent).

Employees are responsible for all fines related to parking or moving violations issued while traveling on County business. Absolutely no exceptions will be made.

Original receipts are required for reimbursement.

Common Carrier (Air, Train, Bus)

Reservations and ticket purchases should be made as far in advance as possible to take advantage of any available discount fares and/or government rates.

Tickets are to be booked at the most economical fare available that meets the requirement of the traveler's agenda.

No traveler may select tickets on a specific carrier or airport for any reason while on County business, unless it is the most economical fare.

First-class and business upgrades are prohibited.

Electronic tickets are the only acceptable delivery method of tickets unless this option is not available.

Any charges incurred as a result of changes to an original airline reservation made prior to or during travel are subject to the prior written approval of the traveler's bureau chief (or equivalent).

Original receipts are required for reimbursement.

Ground Transportation (Taxis, Public Transportation, Livery Service)

Transportation to and from the airport is included in the ground transportation allowance in the reimbursement rate.

Shuttle service or public transportation is encouraged.

Limousine or livery service charges to and from airports and railroad stations are reimbursable, where such costs do not exceed the comparable taxi fare.

Uber, Lyft and other similar transportation services are permitted options, and may include

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surcharges and fees. Surcharges and fees may be reimbursable if the total cost is comparable to other ground transportation options, and must be clearly documented to substantiate reimbursement.

Livery service may be used if the cost is less than the cost of a taxi service or other means of transportation.

Gratuity for ground transportation is the sole responsibility of the traveler.

Original receipts are required for reimbursement.

Lodging

Government rates should be requested.

Lodging costs will be reimbursed at the lesser of actual costs or the current federal travel allowance published by the General Services Administration Lodging Rates at: <http://www.gsa.gov/portal/category/104711>.

Hotel lodging within the Chicago metropolitan area is not a reimbursable expense.

Lodging costs greater than the published GSA rate require the prior written approval of the bureau chief (or equivalent).

All personal expenses must be paid for separately or deducted from the lodging bill before it is submitted for reimbursement.

Original receipts are required for reimbursement.

Meals and Incidental Expenses

Employees shall receive the lesser of actual costs or the allowance for meals and incidental expenses allowance published by the General Services Administration at <http://www.gsa.gov/portal/content/101518>.

Employees will only receive 75% of the lesser of actual costs or applicable meals and incidentals expenses rate for the first and last day of the trip and 100% for the other days.

There will be no reimbursement for meals and incidental expenses beyond the above rates.

The value of any meal(s) included in registration fees shall, be deducted from the employee's reimbursement.

Original receipts are required for reimbursement.

Conference Registration Fees

Every effort should be made to take advantage of early registration or group rate discounts.

Cook County Travel and Business Expenses Policy and Procedures

Additional Reimbursable Expenses

Business-Related Expenses. Business-related expenses incurred while on County travel may be reimbursed at the discretion of the department head. Original receipts must be provided for reimbursement. Examples of acceptable reimbursable business expenses are:

- i. Internet connections
- ii. Sending or receiving faxes
- iii. Photocopying
- iv. Express mail services

Laundry. Employees traveling on County business for three or more consecutive days are entitled to reimbursement for laundry expenses up to a maximum of \$10 per three-day period beginning with the fourth day. Original receipts are required for reimbursement.

Telephone Calls.

- i. If the employee has a County-issued cell phone, that phone should be used for all business calls (unless there is no service).
- ii. When possible, employees should avoid surcharges by using cell.
- iii. For approved international travel, the traveler should contact the Bureau of Technology so that the traveler's calling plan may be temporarily changed to the appropriate calling plan. Business calls may be reimbursed at the discretion of the department head.
- iv. Original receipts are required for reimbursement for business calls made on a personal cell or other phone.

Incidentals. Reimbursement for other incidental expenses will be approved at the discretion of the department head. Original receipts are required to reimbursement traveler for incidentals not listed above.

Non-Reimbursable Non-Local Travel Expenses

Non-reimbursable expenses include, but are not limited to, the following:

- i. Additional hotel charges for upgrades, special "club" floors, late checkout or early check-in;
- ii. Airline convenience fees (e.g., early check-in, seat upgrades, TSA pre-check)
- iii. Alcoholic beverages;
- iv. Amenities such as movies, health clubs, or in-room bars;
- v. Cancellation charges (unless justified);

Cook County Travel and Business Expenses Policy and Procedures

- vi. Child care, baby-sitting, house sitting, or pet sitting costs;
- vii. Cost differential on premium and luxury car rentals or first or business class airline tickets;
- viii. Entertainment, including, but not limited to, exercise facilities, movie rental, videos, games, or other non-business related items;
- ix. Excess baggage fees;
- x. Flight Insurance or other supplemental travel insurance, unless required for international travel and approved by the department head;
- xi. Gasoline costs if mileage reimbursement is used;
- xii. Laundry for trips less than three or more consecutive days;
- xiii. Local transportation charges incurred for personal reasons;
- xiv. Lost or stolen cash or personal property;
- xv. Magazines, books, or other reading materials;
- xvi. Meals included in the cost of registration fees and airfare;
- xvii. Modifications to travel arrangements;
- xviii. Personal items (e.g., toiletries, luggage, clothing, medications, etc.);
- xix. Personal portions of a trip combined with business travel;
- xx. Personal telephone calls;
- xxi. Repairs, towing service, etc. for personal vehicle;
- xxii. Snacks, beverages, etc. outside of a meal;
- xxiii. Spouse, family member(s), and guest travel costs; and
- xxiv. Traffic citations, parking tickets, and other fines.

Reimbursement for Non-Local Travel and Business Expenses

Non-Local Travel Reimbursement Voucher

All claims for reimbursement of non-local travel expenses shall be submitted on the Travel Reimbursement Voucher (“TRV”) and shall be itemized in accordance with these regulations. A sample TRV is attached at Appendix 3.

The TRV shall show the purpose of travel, the dates of travel, the points of departure and destination, mode of transportation, and the cost of the transportation secured or mileage allowance if automobile is used.

Cook County Travel and Business Expenses Policy and Procedures

The TRV shall be supported by receipts in all instances for railroad and airplane transportation, for lodging, meals and incidental expense items, and all other items. With respect to travel to conferences, the conference program must be attached to the voucher.

The TRV shall be prepared and signed by the employee who has incurred the expenses.

The employee submitting the TRV is personally responsible for accuracy and propriety. Falsification of a TRV is considered a major cause infraction subject to disciplinary action up to and including discharge.

Any TRV that does not include a copy of the traveler's approved TRF shall not be processed for payment.

Employees shall be reimbursed for airline, hotel, and conference registrations costs after expense is incurred. Airline and conference costs are reimbursable prior to flying or attending the conference as long as the employee shows those costs were paid. Lodging costs will be reimbursed after payment by the employee is made to the hotel.

Employees shall be reimbursed for approved travel related expenses once the trip is complete and the voucher is submitted.

The County will reimburse employees for travel related costs incurred by the employee on their paycheck following the submittal and approval of the TRV.

Approval and Submission of Transportation Expense Vouchers

In order to be eligible for reimbursement, the employee must submit the TRV by no later than the 20th day of the month following the month in which the travel expense was incurred, unless the failure to submit a voucher within the 20 day period is due to extraordinary circumstances.

The TRV shall then be reviewed and approved by the traveler's department head (or a designated representative), whose signature will represent his or her representation that he or she has reviewed the voucher and that the information contained on the voucher is complete and accurate.

Upon approving a TRV, a department head (or a designated representative) and supervisors are certifying:

- v. Appropriateness of the expenditure and reasonableness of the amount;
- vi. Availability of funds;
- vii. Compliance with applicable reimbursement policies; and
- viii. Completeness and accuracy of documentation.

A department must submit the TRV to the Comptroller's Office by no later than the 60th day after the end of the month in which the travel expense was incurred. An employee who submits a voucher within the 20-day submission period will not be denied reimbursement for failure of his/her department to timely submit the voucher to the Comptroller's office. A copy of the

Cook County Travel and Business Expenses Policy and Procedures

TRV shall be retained by the department.

Any TRV not prepared in accordance with these regulations, including the proper signatures, will be returned to the originator for corrections.

A request for reimbursement of an expense that does not comply with these guidelines may be denied and treated as a personal expense to the traveler and shall be deducted from the reimbursement due the traveler.

Cook County Travel and Business Expenses Policy and Procedures

APPENDIX 1

Travel Expense Voucher

Cook County Travel and Business Expenses Policy and Procedures

APPENDIX 2

Travel Request Form

Cook County Travel and Business Expenses Policy and Procedures

APPENDIX 3

Travel Reimbursement Voucher

Exhibit 5
Electronic Payable Program

OFFICE OF THE COOK COUNTY COMPTROLLER
ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")

FOR INFORMATION PURPOSES ONLY

This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").
If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark Street, Room 500, Chicago, IL 60602.

DESCRIPTION

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

1. Dedicated Credit Card – "PULL" Settlement

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

2. One-Time Use Credit Card – "SUGA" Settlement

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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Exhibit 6

Identification of Subcontractor/Supplier/SubContractor Form

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:	
<input type="checkbox"/>	Disqualification
<input type="checkbox"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1944-17732	Date: 2/24/2020
Total Bid or Proposal Amount: TBD	Contract Title: County Wide Online Legal Research Services And
Contractor: West Publishing Corporation (d/b/a West, a T	Subcontractor/Supplier/ Subconsultant to be N/A added or substitute:
Authorized Contact for Contractor: John S. Nelson, Dr. Procurement and	Authorized Contact for Subcontractor/Supplier/ N/A Subconsultant:
Email Address (Contractor): john.s.nelson@tr.com	Email Address (Subcontractor): N/A
Company Address (Contractor): 610 Opperman Drive	Company Address (Subcontractor): N/A
City, State and Zip (Contractor): Eagan, MN 55123	City, State and Zip (Subcontractor): N/A
Telephone and Fax (Contractor): 651.687.7000 (office) & 651.687.568	Telephone and Fax (Subcontractor): N/A
Estimated Start and Completion Dates (Contractor): 4/1/2020 - 3/31/2026	Estimated Start and Completion Dates (Subcontractor): N/A

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
N/A	N/A

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

West Publishing Corporation (d/b/a West, a Thomson Reuters b

Contractor	
John S. Nelson	
Name	
Director, Procurement and Proposal Management	
Title	2/25/2020
Prime Contractor Signature	Date

Exhibit 7
MBE/WBE Utilization Plan



OFFICE OF CONTRACT COMPLIANCE

EDWARD H. OLIVIERI

CONTRACT COMPLIANCE DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

BRANDON JOHNSON

1st District

DENNIS DEER

2nd District

BILL LOWRY

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

DONNA MILLER

6th District

ALMA E. ANAYA

7th District

LUIS ARROYO, JR

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

BRIDGET DEGNEN

12th District

LARRY SUFFREDIN

13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

FRANK AGUILAR

16th District

SEAN M. MORRISON

17th District

September 15, 2020

Mr. Raffi Sarrafian
Chief Procurement Officer
118 N. Clark Street
County Building-Room 1018
Chicago, IL 60602

Re: Contract No. 1944-17732B
On-Line Legal Services
State's Attorney Office

Dear Mr. Sarrafian:

The following bid for the above-referenced contract has been reviewed for compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance and have been found to be responsive to the ordinance.

Bidder: West Publishing Corp.
Contract Value: \$1,094,511.72
Contract Goal: 17.5% MBE/WBE

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment (Indirect)*</u>
Grace Enterprises	MBE-9	City of Chicago	1%

Full MBE/ WBE Waiver Granted: Due to other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms.

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Original MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,

Edward H. Olivieri
Contract Compliance Director

EHO/smp

cc: Jorge Robles, OCPO
James Fitzpatrick, State's Attorney Office

MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at www.cookcountyil.gov/contractcompliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

II. **Direct Participation of MBE/WBE Firms** **Indirect Participation of MBE/WBE Firms**

NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Grace Enterprises, Inc.
Address: 2050 W Devon Ave, Chicago, IL 60659
E-mail: titus@graceprinting.com
Contact Person: Titus Eapen Phone: 847.423.2005
Dollar Amount Participation: \$ \$12,500 - \$20,000
Percent Amount of Participation: TBD %
*Letter of Intent attached? Yes No
*Current Letter of Certification attached? Yes No

MBE/WBE Firm: _____
Address: _____
E-mail: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
*Letter of Intent attached? Yes _____ No _____
*Current Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

*** Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: GRACE ENTERPRISES, INC.

Certifying Agency: Dept of Procurement - City of Chicago

Contact Person: Titus Eapen

Certification Expiration Date: 7/15/21

Address: 2050 W Devon Ave

Ethnicity: INDIAN

City/State: Chicago, IL Zip: 60659

Bid/Proposal/Contract #: 1944 - 17732

Phone: 847-423-2005 Fax: 847-983-4469

FEIN #: 36-3858964

Email: titus@graceprinting.com

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Development of training materials. Creating up to but not limited to 2800 user guides and data base lists.

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

\$12,500 - \$20,000. Payment required in 30 days of project completion.

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Titus Eapen
Signature (M/WBE)

John Nelson
Signature (Prime Bidder/Proposer)

TITUS EAPEN
Print Name

John S. Nelson
Print Name

GRACE ENTERPRISES, INC.
Firm Name

West Publishing Corp.
Firm Name

3/20/19
Date

3/21/2019
Date

Subscribed and sworn before me
this 20th day of March, 2019.

Subscribed and sworn before me
this 21st day of March, 2019.

Notary Public KUNJIKUNDA M. EAPEN
Official Seal
Notary Public - State of Illinois
My Commission Expires Aug 20, 2022

Notary Public Jill Raymond

JILL A. RAYMOND
Notary Public
State of Minnesota
My Commission Expires
January 31, 2021



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

JUL 25 2016

Kunjukunju M. Eapen
Grace Enterprises, Inc. d/b/a Grace Printing & Mailing
2050 W. Devon Ave.
Chicago, IL 60605

Dear Kunjukunju Eapen:

We are pleased to inform you that **Grace Enterprises, Inc. d/b/a Printing & Mailing** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **(MBE)** certification is valid until **7/15/2021**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **7/15/2017, 7/15/2018, 7/15/2019, and 7/15/2020**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **7/15/2021**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **5/15/2021**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **(MBE)** if you fail to:

- File your annual No-Change Affidavit within the required time period;

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

- 323111 - Books, Sales, manifold printing**
- 323111 - Commercial digital printing (except books)**
- 323111 - Commercial lithographic (offset) printing (except books)**
- 323111 - Commercial quick printing (except books)**
- 323117 - Books printing and binding without publishing**
- 541430 - Graphic design services**
- 541511 - Web (i.e., Internet) page design services, custom**
- 541860 - Direct mail advertising services**

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,

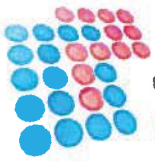


Rich Butler

First Deputy Procurement Officer

RB/sg





Grace Printing & Mailing

Where Printing Comes to Life...

Corporate Headquarters | 2050 W. Devon Avenue, Chicago, IL 60659 | 773.465.5300
Production & Mailing Facility | 8130 N. St. Louis Avenue, Skokie, IL 60076 | 847.423.2100

OVER 26 YEARS OF EXCELLENCE

www.graceprinting.com

To: Sharon Sayles Belton

From: Tim Lofgren

RE: REFERENCES

A preferred vendor to the University of Chicago – We have printed and assembled many books, manuals, binders and guides with programmed variable data and customization using a range of data.

Under contract with the Regional Transport Association (RTA) – We print maps and guides. We provide mass mailing services using custom data bases.

Certified contractor to RR Donnelly – We print a wide range of printing projects from short run digital to long run offset orders with die cutting, lamination and various bindery services.



PETITION FOR WAIVER OF MBE/WBE PARTICIPATION – FORM 3

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER

FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

(1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**

(2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)** [Please see attached.](#)

(3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**

(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

(1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Attach of copy written solicitations made)**

(2) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**

(3) Timely notified and used the services and assistance of community, minority and women business organizations. **(Attach of copy written solicitations made)**

(4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attach supporting documentation)**

(5) Engaged MBEs & WBEs for direct/indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

MBE/WBE Opportunities and Petition for Waiver

We understand and respect the policy of the Cook County Government to contribute to the establishment, preservation, and strengthening of small business concerns owned and controlled by socially and economically disadvantaged individuals (“MBE/WBE”) and to encourage the participation of MBE/WBEs in procurement opportunities. Unfortunately, as described below, West will be unable to utilize any MBE/WBE subcontractors in the performance of this contract, but please note West’s strong commitment to providing opportunity to small, women and minority-owned businesses through their indirect participation as documented below.

In addition, please note the partnership with Grace Enterprises, Inc., a certified MBE, for its indirect participation in the performance of this contract (see attached MBE/WBE Letter of Intent – Form 2).

West’s Corporate Policy and Commitment to MBE/WBE—It is the corporate policy of West to afford suppliers that are Small, Disadvantaged, Women-owned, Veteran-owned, and HUBZone, small businesses, as well as historically black colleges and universities/minority institutions (HBCU/MI’s), the maximum practicable opportunity to participate in our subcontracting opportunities, to the fullest extent consistent with the efficient performance of our operations, and efficient performance of the contract. In addition, West follows all federal and state guidelines for equal employment opportunity. Attached for your reference is a copy of Thomson Reuters Corporate Policy on Equal Employment Opportunity and Affirmative Action.

As further evidence of West’s commitment to providing such opportunities to small, women, minority-owned, and other disadvantaged business enterprises, West has developed a company-wide commercial small business subcontracting plan. Attached is West’s Corporate-Wide Commercial Subcontracting Plan for the period January 1, 2019 through December 31, 2019, which was approved by the U.S. General Services Administration (GSA) and the Small Business Administration (SBA), and is effective and applicable to all West government contracts.

Indirect Participation—West acknowledges that compliance with Women-owned and Minority-owned business participation goals may be achieved through indirect participation (e.g., that which is utilized during the normal course of business). West expects that there will be substantial indirect subcontracting opportunities related to this solicitation (for common or joint purposes on a company-wide basis). Examples of such indirect subcontracting opportunities include:

- Paper products
- Shipping and trucking services
- Packaging supplies
- Printing services
- Office furniture
- Office supplies
- Chemicals
- Bindery supplies

- Audio visual supplies and services
- Maintenance and repair materials for equipment

We anticipate that a substantial share of the efforts outlined above will indirectly support the subject contract, were it awarded to West.

Additionally, Titus Eapen of Grace Enterprises, Inc., has submitted a Letter of Intent to confirm Grace Enterprises, Inc.'s indirect participation in the contract contemplated by this solicitation. Please see the attached MBE/WBE Letter of Intent.

Request for MBE/WBE Waiver

The online legal research services and related products that West provides are unique in nature, and therefore are not conducive to direct subcontracting opportunities. More specifically, this is a commercial off-the-shelf online subscription product that already exists (it is not a “work for hire”). West is a sole source provider and as such, does not subcontract for services related to contracts for provision of online research services and related contracts, as contemplated by this solicitation.

Data is maintained and updated on West’s mainframes in Eagan, Minnesota. Technical issues are resolved by West’s experienced technical representatives, and research assistance is provided by West’s attorney-researchers. Both technical and research staff are trained and located in our Eagan, Minnesota, facility. Invoicing, reporting, billing, order fulfillment, shipping, and all other services performed in relation to this contract are done on-site here in Eagan as well. Training of users is done by experienced and specially-trained account managers, many of whom are also attorneys. Since West is a print publishing company, as well as a provider of online services, documentation and training support materials are developed and printed in our Eagan facility. Additionally, West has agreements with many third-party providers of data which have strict confidentiality requirements that would prohibit us from subcontracting out such work.

Furthermore, West maintains very strict procedures on security and privacy to protect our end users. Due to the unique services to be provided under this contract – services that require secure quality and currency controls on an integrated basis with West, West does not anticipate that there will be any direct subcontracting possibilities related directly to this contract because West must, for security, quality control, privacy, and currency-related purposes, maintain the capability to perform the contract fully in-house. Performance by West is consistent with efficient performance of the contract (this is particularly true considering the unique nature of the services required, the time frames required, and the security/confidentiality/quality control/currency requirements).

For the reasons outlined above, West will be unable to utilize any MBE/WBEs in the direct performance of this contract. Notwithstanding the fact there will be no subcontracting opportunities for women-owned, minority-owned, and small businesses directly related to this contract, West will continue to utilize women-owned, minority-owned, small, and other disadvantaged business enterprises for supplies and services indirectly related to the contract. West anticipates that future indirect participation will be equal to or greater than the past 12 months. As a result, West respectfully requests a total waiver of the MBE/WBE requirements for this contract.



THOMSON REUTERS

STATEMENT OF POLICY

Thomson Reuters is committed to providing equal opportunity to all employees and applicants for employment in accordance with all applicable equal employment opportunity/affirmative action laws, directives and regulations of federal, state and local laws governing nondiscrimination in every location in which it has facilities.

Thomson Reuters will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, gender, gender identity or expression, age, marital status, sexual orientation, national origin, citizenship status, status with regard to public assistance, disability, **status as a protected veteran (i.e., disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, Armed forces service medal veteran), military status, or any individual's status in any group or class protected by applicable federal, state or local laws or regulations.** This policy extends to all terms and conditions of employment, including but not limited to hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, employee benefits and training.

In support of this policy, Thomson Reuters takes affirmative action to employ and advance in employment qualified minorities, women, disabled individuals and protected veterans.

Thomson Reuters' management and supervisory personnel are committed to achieving its equal employment and affirmative action objectives. Any employee of this organization, who does not comply with the equal opportunity policies and procedures as set forth in this statement and plan will be subject to disciplinary action.

Thomson Reuters has appointed Sara Beckstrand, of Human Resources, to manage the equal employment opportunity program. Her responsibilities will include monitoring all equal employment opportunity activities and reporting the effectiveness of this affirmative action program, as required by federal, state and local agencies. The Vice President, Operational Excellence will receive and review reports on the progress of the program. If any employee or applicant for employment believes he/she has been discriminated against or harassed, or would like to review relevant portions of our affirmative action plans, he/she should contact Sara Beckstrand, 610 Opperman Dr, Eagan, MN 55123, or call (651) 687-8707.

Paul Fischer
Chief Financial Officer (CFO)
Thomson Reuters

October 2017

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is seventeen and one half (17.5%).** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.

C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.

D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.

E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict

between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.

- F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyil.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the “Petition for Reduction/Waiver of MBE/WBE Participation Goals” – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer’s Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

- A. A Consultant, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Consultant shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Consultant to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

If the CCD determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Consultant of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Consultant shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Consultant shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Consultant.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Consultant and Subcontractor obligations.

Any questions regarding this section should be directed to:

Contract Compliance Director

Cook County

118 North Clark Street, Room 1020

Chicago, Illinois 60602

(312) 603-5502

Contract No. 1944-17732B

Exhibit 8
Board Authorization



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details (With Text)

File #:	20-4183	Version:	1	Name:	LexisNexis, a division of RELX Inc., Miamisburg, Ohio West Publishing Corporation (d/b/a West, a Thomson Reuters Business) Eagan, Minnesota
Type:	Contract	Status:			Approved
File created:	9/9/2020	In control:			Board of Commissioners
On agenda:	9/24/2020	Final action:			9/24/2020
Title:	PROPOSED CONTRACT				

Department(s): Cook County State's Attorney's Office, Office of the Chief Judge, Clerk of the Circuit Court of Cook County, Adult Probation Department, Social Services Department, Law Office of the Cook County Public Defender, Cook County Sheriff's Department, Cook County Assessor's Office, Cook County Law Library

Vendor:

LexisNexis, a division of RELX Inc., Miamisburg, Ohio
West Publishing Corporation (d/b/a West, a Thomson Reuters Business) Eagan, Minnesota

Request: Authorization for the Chief Procurement Officer to enter into and execute

Good(s) or Service(s): Online Legal Research Services

Contract Value:

LexisNexis, a division of RELX Inc., Miamisburg, Ohio - \$1,675,799.88
West Publishing Corporation (d/b/a West, a Thomson Reuters Business) Eagan, Minnesota - \$1,090,581.72

Contract period: 10/1/2020 - 9/30/2023 with three (3) one-year renewal options

Potential Fiscal Year Budget Impact:

LexisNexis: FY 2020 \$47,266.66; FY 2021 \$558,599.96; FY 2022 \$583,599.96; FY 2023 \$486,333.30
West, a Thomson Reuters Business: FY 2020 \$58,416.84; FY 2021 \$352,255.24; FY 2022 \$370,040.34; FY 2023 \$309,869.30

Accounts: Countywide - (various account numbers)

Contract Number(s):

1944-17732A LexisNexis, a division of RELX Inc.,
1944-17732B West Publishing Corporation (d/b/a West, a Thomson Reuters Business)

Concurrences:

The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via full MWBE waiver with indirect participation.

The Chief Procurement Officer concurs.

Summary:

These contracts will enable multiple Cook County offices to acquire comprehensive web-based online legal research services that are vital to their operations which include access to primary and secondary legal documents, public records, criminal records, news sources, financial records, banking records, statutes, rules and regulations, case law and court documents.

These contracts were awarded through the Request for Qualifications (RFQ) process in accordance with Cook County Procurement Code. LexisNexis and Thomson Reuters were selected based on established evaluation criteria.

Sponsors:

Indexes: KIMBERLY M. FOXX, Cook County State's Attorney

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
9/24/2020	1	Board of Commissioners	approve	Pass

PROPOSED CONTRACT

Department(s): Cook County State's Attorney's Office, Office of the Chief Judge, Clerk of the Circuit Court of Cook County, Adult Probation Department, Social Services Department, Law Office of the Cook County Public Defender, Cook County Sheriff's Department, Cook County Assessor's Office, Cook County Law Library

Vendor:

LexisNexis, a division of RELX Inc., Miamisburg, Ohio
West Publishing Corporation (d/b/a West, a Thomson Reuters Business) Eagan, Minnesota

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Contract No. 1944-17732B

Exhibit 9
Economic Disclosure Statement

CONTRACT #:

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountylil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
NONE	
_____	_____
_____	_____
_____	_____

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?

Yes: _____ No: _____

b) If yes, list business addresses within Cook County:

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: No:

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

NONE

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name West Publishing Corporation

D/B/A: West, a Thomson Reuters business FEIN # Only: 41-1426973

Street Address: 610 Opperman Drive

City: Eagan State: MN Zip Code: 55123

Phone No.: 651.687.7000 Fax Number: 651.687.5686 Email: john.s.nelson@tr.com

Cook County Business Registration Number: None
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): N/A

Form of Legal Entity:

- Sole Proprietor
 Partnership
 Corporation
 Trustee of Land Trust
 Business Trust
 Estate
 Association
 Joint Venture
 Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Thomson Reuters	610 Opperman Drive, Eagan, MN 55123	100%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No
 If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
Thomson Reuters Corporation,	610 Opperman Drive, Eagan, MN 55123,	100%,	Ultimate Parent

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
See attached			

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Thomson Reuters (Legal) Inc.

D/B/A: _____ FEIN # Only: 41-0606500

Street Address: 610 Opperman Drive

City: Eagan State: MN Zip Code: 55123

Phone No.: 651.687.7000 Fax Number: 651.687.5686 Email: john.s.nelson@tr.com

Cook County Business Registration Number: None
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): N/A

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Thomson Reuters	610 Opperman Drive, Eagan, MN 55123	100%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No
 If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
Thomson Reuters Corporation,	610 Opperman Drive, Eagan, MN 55123,	100%,	Ultimate Parent

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
See attached			

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

John S. Nelson

Name of Authorized Applicant/Holder Representative (please print or type)

Signature

john.s.nelson@tr.com

E-mail address

Director and Assistant Secretary

Title

2/25/2020

Date

651.687.7000

Phone Number

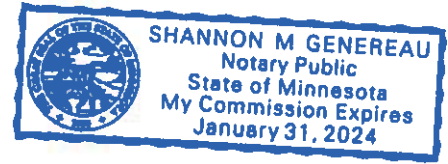
Subscribed to and sworn before me
this 25th day of February 2020

My commission expires: January 31, 2024

x Shannon M. Genereau

Notary Public Signature

Notary Seal





COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"Familial relationship" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Halfbrother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Halfsister |

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: West Publishing Corporation (d/b/a West, a Thomson Reuters business)

Address of Person Doing Business with the County: 610 Opperman Drive, Eagan, MN 55123

Phone number of Person Doing Business with the County: 651.687.7000

Email address of Person Doing Business with the County: john.s.nelson@tr.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Jennifer Winsten, Procurement and Proposal Management, 610 Opperman Drive, Eagan, MN 55123

Phone: 651 687.4403, Email: Jennifer.winsten@tr.com

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the preceding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 1944-17732

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ TBD

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Raffi Sarraffian, Chief Procurement Officer and Jorge Robles, Sr. Contract Negotiator

Office of the Chief Procurement Officer (OCPO), Cook County Government, 118 N. Clark Street, Room 1018, Chicago, IL 60602

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Department of Budget and Management Services

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. The familial relationships are as follows:

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship
N/A			

If more space is needed, attach an additional sheet following the above format.

- The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity’s board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. The familial relationships are as follows:

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship
N/A			

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship
N/A			

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			
Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			
Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.



 Signature of Recipient



 Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602
 Office (312) 603-4304 – Fax (312) 603-9988
 CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, *including Substantial Owners*, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. County reserves the right to request additional information to verify veracity of information contained in this Affidavit.

I. Contract Information:

Contract Number: _____

County Using Agency (requesting Procurement): _____

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): West Publishing Corporation (d/b/a West, a Thomson Reuters business)

Substantial Owner Complete Name: _____

FEIN# 41-1426973

Date of Birth: _____

E-mail address: _____

Street Address: 610 Opperman Drive

City: Eagan

State: MN

Zip: 55123

Home Phone: () _____ - _____

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

*Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or **NO***

*Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or **NO***

*Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or **NO***

*Employee Classification Act, 820 ILCS 185/1 et seq., YES or **NO***

*Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or **NO***

*Any comparable state statute or regulation of any state, which governs the payment of wages YES or **NO***

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction or waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO


Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or NO

Other factors that the Person or Substantial Owner believe are relevant.
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature:  Date: 2/25/2020

Name of Person signing (Print): John S. Nelson Title: Director

Subscribed and sworn to before me this 25th day of February, 20 20

X 
Notary Public Signature Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, *including Substantial Owners*, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. County reserves the right to request additional information to verify veracity of information contained in this Affidavit.

I. Contract Information:

Contract Number: _____

County Using Agency (requesting Procurement): _____

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): _____

Substantial Owner Complete Name: Thomson Reuters (Legal) Inc.

FEIN# 41-0606500

Date of Birth: _____ E-mail address: _____

Street Address: 610 Opperman Drive

City: Eagan State: MN Zip: 55123

Home Phone: () _____ - _____

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO NO

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO NO

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO NO

Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO NO

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO NO

Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO NO

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or NO

Other factors that the Person or Substantial Owner believe are relevant.
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: *John S. Nelson* Date: *2/25/2020*

Name of Person signing (Print): John S. Nelson Title: Director

Subscribed and sworn to before me this *25th* day of *February*, 20*20*

X *Shannon M. Genereau*
Notary Public Signature Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL PAGES OF EDS

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

West Publishing Corporation (d/b/a West, a Thomson Reuters business)

Corporation's Name

651.687.7000

Telephone

President's Printed Name and Signature

john.s.nelson@tr.com

Email

2/25/2020

Date

Assistant Secretary Signature

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this

25th day of February 2020.

My commission expires:

Notary Public Signature

Notary Seal



*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

SECTION 6
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Raffi Sarrafian

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 13th DAY OF October, 2020

APPROVED AS TO FORM:

Daniel H Brennan Jr

ASSISTANT STATES ATTORNEY
(Required on contracts over \$1,000,000.00)

**APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS**

SEPT 24 2020

COM_____

CONTRACT TERM & AMOUNT

1944-17732B
CONTRACT #

October 1, 2020 through September 30, 2023 ORIGINAL CONTRACT TERM
three one-year renewal option RENEWAL OPTIONS (If Applicable)

\$1,090,581.72
CONTRACT AMOUNT

September 24, 2020
COOK COUNTY BOARD APPROVAL DATE (If Applicable)



SECRETARY'S CERTIFICATE
WEST PUBLISHING CORPORATION


I, Helen V. Stamatiadis, Assistant Secretary of West Publishing Corporation, a Minnesota corporation (the "Corporation"), do hereby certify as an officer of the Corporation that:

1. I am a duly elected, qualified and acting Assistant Secretary of the Corporation and the keeper of the corporate records.
2. Listed below are duly appointed officers of the Corporation and are hereby authorized to execute documents in the name of and on behalf of the Corporation in the capacity set forth opposite their names:

Brian Peccarelli	President
Paul Fischer	Chief Financial Officer
Edward A. Friedland	Vice President & Secretary
Marc E. Gold	Vice President & Assistant Secretary
James Keane	Assistant Secretary & VP, Global Payroll
Donna Gies	Assistant Secretary
Randy Goetz	Assistant Secretary
Margaret Hamm	Assistant Secretary
Cynthia (Cindy) L. Hansen	Assistant Secretary
Gary Hartman	Assistant Secretary
Joseph Kapustynski	Assistant Secretary
David Laidig	Assistant Secretary
Donna LaVardera	Assistant Secretary
Andrew Martens	Assistant Secretary
Alejandro Medrano	Assistant Secretary
John S. Nelson	Assistant Secretary
Scott Nelson	Assistant Secretary
Jon Olson	Assistant Secretary
Helen V. Stamatiadis	Assistant Secretary

3. The Corporation is an indirect subsidiary of Thomson Reuters Corporation, a company organized under the laws of the Province of Ontario, Canada and listed on both the Toronto Stock Exchange and the New York Stock Exchange.

IN WITNESS WHEREOF, I have hereunto set my hand as the Assistant Secretary of the Corporation this 2nd day of January 2019.



Helen V. Stamatiadis
Assistant Secretary

STATE OF CONNECTICUT :
: **SS Stamford**
COUNTY OF FAIRFIELD :

On this 2nd day of January 2019, before me, the undersigned, a notary public in and for the State of Connecticut, personally appeared Helen V. Stamatiadis, Assistant Secretary of West Publishing Corporation, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first hereinabove written.



Notary Public



Exhibit 10 Consultant contract documents, which consist of: (1) General Terms and Conditions, version 2.1; (2) Product-Specific Terms; (3) West Order Form; (4) West Order Form – CLEAR Services; (5) West Order Form – ProFlex; (6) West Order Form – Special Offer; (7) Account Validation and Certification (AVC) Form / Westlaw and CLEAR (Government); (8) Addendum to the Account Validation and Certification Multiple Locations Request; (9) Addendum to the Account Validation and Certification Form - Unmasked Data Request; (10) Westlaw Schedule A; (11) CLEAR Services Schedule A (Commercial Subscribers Accessing Enhanced CLEAR Services. These documents are collectively referred to as the “Consultant contract Documents.”



These terms govern your use of the Thomson Reuters products and services in your order form (in any format). “We”, “our” and “Thomson Reuters” means the Thomson Reuters entity identified in the order form and, where applicable, its affiliates; “you” and “your” means the client, customer or subscriber identified in the order form. Your order form identifies the products and services, the quantities, charges and other details of your order. The order form also refers to and incorporates documents which may apply to the products or services you selected. The order form, applicable incorporated documents and these terms constitute the complete agreement (the “Agreement”) and supersede any prior and contemporaneous discussions, agreements or representations and warranties regarding your order. Other terms and conditions you incorporate in any purchase order or otherwise are not part of the Agreement and do not apply. If you are permitted to provide an affiliate with access to any part of the products or services, you will ensure that such affiliate complies with all provisions of the Agreement applicable to you.

1. OUR PRODUCTS & SERVICES

(a) **Limited License.** Together with our licensors, we own and retain ownership of all rights of whatever nature in and to our products, services, and data (whether tangible or intangible). You may access, view, install, use, copy, modify and distribute our property only as expressly specified in the Agreement and each of us shall at all times act in accordance with applicable laws, including export controls and economic sanctions that apply to us in connection with the Agreement.

(b) **Changes to Service.** Our products and services change from time to time, but we will not change the fundamental nature of our products or services.

(c) **Passwords.** Your access to certain products and services is password protected. You are responsible for assigning the passwords and for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that both you and our property is secure and inaccessible to unauthorized persons.

(d) **Unauthorized Technology.** Unless previously authorized by Thomson Reuters, you must not (i) run or install any computer software or hardware on our products, services or network; use any technology to automatically download, mine, scrape or index our data; or (ii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.

(e) **Usage Information.** We may collect information related to you or your use of our products, services and data. We may use this information to (i) test, develop and improve our products and services, and create and own derivative works based on such information, provided such information is not identifiable to you or any other person and (ii) to protect and enforce our rights under the Agreement, and we may pass this information to our third party providers for the same purposes.

(f) **Third Party Providers.** Our products and services may include data and software from third parties. Some third party providers require Thomson Reuters to pass additional terms through to you. The third party providers change their terms occasionally and new third party providers are added from time to time. To see the current third party additional terms for our products and services click the following URL: www.thomsonreuters.com/thirdpartyterms. You agree to comply with all applicable third party terms.

(g) **Third Party Supplemental Software.** You may be required to license third party software to operate some of our products and services. Additional terms may apply to the third party software.

(h) **Limitations.** Unless otherwise expressly permitted in the Agreement, you may not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer our property in whole or in part, or as a component of any other product, service or material; (ii) use our property or our third party providers’ property to create any derivative works or competitive products; or (iii) allow any third parties to access, use or benefit from our property in any way. Exercising legal rights that cannot be limited by agreement is not precluded. If you are in the business of providing audit, tax, accounting, or legal services to your clients, this Section 1(h) does not preclude you from using our products and services to benefit your clients in the ordinary course of your business. Except as expressly set forth in this Agreement we retain all rights and you are granted no rights in or to our products, services and data.

(i) **Services.** We will provide the services using reasonable skill and care. The professional services applicable to your order, if any, are described in the ordering document or a statement of work.

(j) **Security.** Each of us will use and will require any third party data processors to use industry standard organizational, administrative, physical and technical safeguards to protect the other’s data. Each party will inform the other in accordance with applicable law if such party becomes aware of any unauthorized third-party access to the other party’s data and will use reasonable efforts to remedy identified security vulnerabilities.

(k) **Your Responsibilities.** You are responsible for and/or will take all necessary steps to ensure or regarding (i) proper use of our products and services in accordance with all usage instructions and operating specifications; (ii) adherence to the minimum recommended technical requirements; (iii) changes you make to our product, services or data; (iv) your combination of our products, services, data

or other property with any other products, services, data or other property; (v) implementing and maintaining proper and adequate virus or malware protection and proper and adequate backup and recovery systems; and (vi) installing updates.

2. INFORMATION SERVICES

(a) **License.** In the ordinary course of your business and for your internal business purposes only you may view, use, download and print data from our information services for individual use and may on an infrequent, irregular and ad hoc basis, distribute limited extracts of our data. Neither such extracts nor downloaded, printed or stored data may reach such quantity as to have independent commercial value and using such data as a substitute for any service (or a substantial part of it) provided by Thomson Reuters, our affiliates or our third party providers is prohibited. Where data is permitted to be used or distributed, Thomson Reuters and the third party content provider, if applicable, must be cited and credited as the source. Copyright notices must be retained on transmitted or printed items. Access to certain data may be restricted depending on the scope of your license.

(b) **Further Distribution.** You may also distribute our data: (i) to authorized users; (ii) to government and regulatory authorities, if specifically requested; and (iii) to third party advisors, limited to the extent required to advise you and provided they are not competitors of Thomson Reuters. Laws applicable in your jurisdiction may allow additional uses.

3. INSTALLED SOFTWARE

(a) **License.** You may install and use our software and documentation only for your own internal business purposes. Software licenses include updates (bug fixes, patches, maintenance releases), and do not include upgrades (releases or versions that include new features or additional functionality) or APIs unless expressly stated in the order form. Your order form details your permitted installations, users, locations, the specified operating environment and other permissions. You may use our software in object code only. You may make necessary copies of our software only for backup and archival purposes.

(b) **Delivery.** We deliver our software by making it available for download. When you download our software and documentation, if any, you are accepting it for use in accordance with the Agreement.

4. SOFTWARE AS A SERVICE (SaaS)

(a) **License.** You may use our SaaS only for your own internal business purposes.

(b) **Delivery.** We deliver our SaaS by providing you with online access to it. When you access our SaaS, you are accepting it for use in accordance with the Agreement.

(c) **Content.** Our SaaS is designed to protect the content you upload. You grant Thomson Reuters permission to use, store and process your content in accordance with applicable law. Access and use of your content by Thomson Reuters, our employees and contractors will be directed by you and limited to the extent necessary to deliver the SaaS, including training, research assistance, technical support and other services. We may delete or disable your content if required under applicable laws and in such instances, we will use our reasonable efforts to provide notice to you. If your content is lost or damaged, we will assist you in restoring the content to the SaaS from any available backup copy.

5. CHARGES

(a) **Payment and Taxes.** You must pay our charges within 30 days of the date of invoice in the currency stated on your order form. If you are a non-government subscriber and you fail to pay your invoiced charges, you are responsible for collection costs including legal fees. You must also pay applicable taxes and duties, other than taxes on our income, in addition to the price quoted unless you provide valid proof that you are exempt. Invoice disputes must be notified within 15 days of the date of the invoice.

(b) **Changes.** During the term, we can increase, or adjust the basis for calculating, the charges on a periodic basis as set out in your order form. Except as otherwise specifically stated in the order form, we may increase, or adjust the basis for calculating, the charges for our products and services with effect from the start of each renewal term by giving you at least 90 days written notice.

(c) **Excess Use.** You must pay additional charges if you exceed the scope of use specified in your order form, based on the rates specified on the order form or our current standard pricing, whichever is greater. We may change the charges if you merge with, acquire or are acquired by another entity which results in additional access to our products, services or data.

6. PRIVACY

Each of us will at all times process, protect and disclose personally identifiable information received as a result of this Agreement (“PII”) in accordance with applicable law. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized or unlawful destruction, loss, alteration, disclosure or access to PII. You acknowledge and agree to the transfer and processing of PII in the geographical regions necessary for Thomson Reuters to fulfill our obligations. When applicable to your location, additional terms will apply to the Agreement, including our General Data Protection Regulation (2016/679) (GDPR) terms located at www.tr.com/privacy-information.

7. CONFIDENTIALITY

Confidential information received from each other will not be disclosed to anyone else except to the extent required by law or as permitted under the Agreement. If a court or government agency orders either of us to disclose the confidential information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. This section shall survive three (3) years after the termination of the Agreement or until the confidential information is no longer deemed confidential under applicable law, whichever occurs first.

8. WARRANTIES AND DISCLAIMERS

ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OR OTHER TERMS AS TO SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. IN ENTERING THIS AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS AGREEMENT.

(a) **EXCLUSION OF WARRANTIES.** UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE PRODUCTS OR SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED AND WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. WE DO NOT WARRANT THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE.

(b) **INFORMATION.** OUR INFORMATION PRODUCTS ARE PROVIDED “AS IS” WITHOUT ANY WARRANTY, CONDITION OR ANY OTHER TERM OF ANY KIND.

(c) **SOFTWARE.** WE WARRANT THAT OUR SOFTWARE PRODUCTS WILL SUBSTANTIALLY CONFORM TO OUR DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. IF DURING THIS WARRANTY PERIOD WE ARE UNABLE TO CORRECT, WITHIN A REASONABLE TIME PERIOD AND MANNER, A SOFTWARE ERROR YOU REPORT TO US, YOU MAY TERMINATE THE ORDER FORM FOR THE AFFECTED SOFTWARE BY PROMPT WRITTEN NOTICE TO US FOLLOWING THE REASONABLE PERIOD AND THE LICENSES WILL IMMEDIATELY TERMINATE. YOUR ONLY REMEDY AND OUR ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY WILL BE A REFUND OF THE APPLICABLE CHARGES.

(d) **DISCLAIMER.** YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY PRODUCTS OR SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE PRODUCTS OR SERVICES.

(e) **NO ADVICE.** WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE OR ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR PRODUCTS, SERVICES OR DATA. YOUR DECISIONS MADE IN RELIANCE ON THE PRODUCTS OR SERVICES OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY YOU

OR ANYONE ACCESSING THE SERVICES THROUGH YOU MADE IN RELIANCE ON THE SERVICES, INCLUDING FINANCIAL, TAX AND ACCOUNTING, LEGAL COMPLIANCE, OR ANY OTHER PROFESSIONAL ADVICE. YOU AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK IN THESE RESPECTS.

9. LIABILITY

(a) **LIMITATION.** EACH PARTY’S OR ANY OF ITS THIRD PARTY PROVIDERS’ ENTIRE LIABILITY IN ANY CALENDAR YEAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE AMOUNT PAYABLE IN THE PRIOR 12 MONTHS FOR THE PRODUCT OR SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES (OR, IF THE CLAIM IS MADE WITHIN THE FIRST 12 MONTHS, 12 TIMES THE AVERAGE OF THE MONTHLY CHARGES PAID). IN NO EVENT SHALL WE OR OUR THIRD PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.

(b) **Unlimited Liability.** Section 9(a) does not limit either party’s liability for (i) fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (ii) negligence causing death or personal injury; or (iii) infringement of intellectual property rights. Section 9(a) does not limit your indemnification obligations in Section 9(d) or your obligation to pay the charges on the order form and all amounts for use of the products and services that exceed the usage permissions and restrictions granted to you. Nothing in this Agreement limits liability that cannot be limited under law.

(c) **Third Party Intellectual Property.** If a third party sues you claiming that our products, services or data, excluding any portions of the same provided by our third party providers infringes their intellectual property rights and your use of such products, services or data has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by Thomson Reuters, provided the claim does not result from: (i) a combination of all or part of our products, services or data with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our products, services or data other than by Thomson Reuters or our subcontractors; (iii) use of a version of our products, services or data after we have notified you of a requirement to use a subsequent version; or (iv) your breach of this Agreement. Our obligation in this Section 9(c) is conditioned on you (A) promptly notifying Thomson Reuters in writing of the claim; (B) supplying information we reasonably request; and (C) allowing Thomson Reuters to control the defense and settlement.

(d) **Your Obligations.** You are responsible for any loss, damage or cost we and our affiliates incur arising out of or in connection with a third party claim, or a regulatory fine or penalty, connected to: (i) an allegation that our or our affiliates’ use of the information data, software, or other materials provided to us by you or on your behalf, which we are required to host, use or modify in the provision of our products, services or data infringes the intellectual property rights of a third party (except to the extent of any indemnity we provide you under clause 9(c) (Third Party Intellectual Property)); (ii) your or your sub-contractors’ use of our products, services or data, including communications and networks, in breach of the Agreement; (iii) our or our affiliates’ compliance with any instruction given by you to us in the course of the provision of our products, services or data ; or (iv) an assertion by any person accessing or receiving the benefit of any part of our products, services or data through you.

(e) We will not be responsible if our product or service fails to perform because of your third party software, your hardware malfunction, or your actions or inaction. If we learn that our product or service failed because of one of these, we also reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon.

10. TERM, TERMINATION

(a) **Term.** The term and any renewal terms for the products and services are described in your order form. If not otherwise stated in the order form, the Agreement will automatically renew annually unless either of us gives the other at least 60 days written notice before the end of the then current term.

(b) **Suspension.** We may on notice terminate, suspend or limit your use of any portion or all of our products, services or other property if (i) requested to do so by a third party provider, court or regulator; (ii) you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement or another agreement between us; a breach of our agreement with a third party provider; or a violation of third party

rights or applicable laws. Our notice will specify the cause of the termination, suspension or limitation and, if the cause of the termination suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the product or service. If you do not take the actions or the cause cannot be remedied within 30 days, we may suspend, limit or terminate the Agreement in whole or in part. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.

(c) **Termination.** We may, upon reasonable notice, terminate all or part of the Agreement in relation to a product or service which is being discontinued. Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and fails to cure the material breach within 30 days of being notified to do so. Any failure to fully pay any amount when due under this Agreement is a material breach for this purpose.

(d) **Effect of Termination.** Except to the extent we have agreed otherwise, upon termination, all your usage rights end immediately and each of us must uninstall or destroy all property of the other and, if requested, confirm this in writing. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue.

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

11. FORCE MAJEURE

We are not liable for any damages or failure to perform our obligations under the Agreement because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the products or services and continue for more than 30 days, either of us may terminate any affected product or service on notice to the other.

12. THIRD PARTY RIGHTS

Our affiliates and third-party providers benefit from our rights and remedies under the Agreement. No other third parties have any rights or remedies under the Agreement.

13. GENERAL

(a) **Assignment.** You may not assign, delegate or otherwise transfer the Agreement (including any of your rights or remedies) to anyone else without our

prior written consent. We may assign or otherwise transfer the Agreement (including any of our rights or remedies) in whole or in part to an affiliate or any entity that succeeds to all or substantially all of the assets or business associated with one or more products or services, and will notify you of any such assignment or transfer. We may subcontract any of the services in our sole discretion. Any assignment, delegation or other transfer in contravention of this Section 13(a) is void.

(b) **Feedback.** You grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right to use any comments, suggestions, ideas or recommendations you provide related to any of our products or services in any manner and for any purpose.

(c) **Agreement Compliance.** We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement. If the review reveals that you have exceeded the authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges.

(d) **Governing Law.** If not otherwise stated in the order form, the Agreement will be governed by the laws of the State of New York and each of us hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts of the State of New York located in New York County to settle all disputes or claims arising out of or in connection with the Agreement.

(e) **Precedence.** The descending order of precedence is: third party license terms contained in Section 1(f) of these terms; the applicable order form; and the remaining provisions of the Agreement.

(f) **Trials.** All trials of our products and services are subject to the terms of these General Terms & Conditions, unless we notify you otherwise. Access to our products and services for trials may only be used for your evaluation purposes.

(g) **Support Provided.** To assist in resolving technical problems with the Services, Thomson Reuters may provide telephone and/or online access to its helpdesk, or may provide self-help tools. Additional information related to the support provided by Thomson Reuters may be described on <http://thomsonreuters.com/support-and-training> or as otherwise provided by Thomson Reuters.

(h) **No Waiver.** If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.

(i) **Entire Agreement and Non-Reliance.** The Agreement contains the entire understanding between us regarding its subject matter and supersedes all prior agreements, understandings, negotiations, proposals and other representations, verbal or written, in each case relating to such subject matter, including without limitation any terms and conditions appearing on a purchase order or other form(s) used by you. Each of us acknowledges that in entering into the Agreement neither of us have relied on any representations made by the other that are not expressed in the Agreement.

Product-Specific Terms

- **Campus Research.** Access to Campus Research is strictly limited to current faculty, administration, staff and students. Incidental access by public walk-in users at your physical location is permissible. Campus Research is not available to law schools, offices of the general counsel of any college or university or any other similarly situated academic entities. Campus Research use is limited to educational, research and non-commercial purposes. You will exercise reasonable, good faith efforts to enforce these restrictions. You are required to provide your security certificate before remote access will be enabled. You are responsible for your security design, configuration and implementation to limit access to the Campus Research URL.

- **CD-ROM Libraries.** Your license to use our CD-ROM, DVD, USB and similar media (collectively “CD-ROM”) libraries is restricted to a single office location. Each library license includes a proprietary control file which you may install on a single local area network (LAN). Employees working at or assigned to the licensed site may access the CD-ROM libraries by remote connection to the LAN installed at the licensed site. Access to CD-ROM libraries through wide area networks, multiple LANs, multiple sites or similar arrangements is prohibited.

You may transfer the CD-ROM library data to a single storage drive under your exclusive control and maintain the data as a database searchable with West software. West software is subscribed to and licensed separately from the CD-ROM libraries. By using the software, you agree to be bound by the software license agreement that accompanies the software.

We may terminate a CD-ROM library subscription on 30 days prior written notice if the library is no longer commercially available. Upon termination by either party, you shall immediately destroy the terminated CD-ROM libraries and destroy CD-ROM library data maintained on a permanent storage drive.

- **Contract Express (hosted and non-hosted).** Upgrades (e.g., releases or versions that include new features or additional functionality) will be included during your subscription term. However, we will provide technical support for only the most current upgrade and the immediately preceding upgrade.

Contract Express may include agreement samples and other general information. These are provided for informational purposes only and may not be suitable to your circumstances.

As between you and us, you exclusively own all rights, title and interest in your content. If the agreement expires or is terminated, we will provide access to the hosted product for 180 days so that you may remove your content. The terms and conditions of the agreement remain in effect through this 180-day post-agreement period. Your content will be retained for 180 days at no additional charge.

You are responsible for access to Contract Express, and all data uploaded to Contract Express, including, but not limited to, your customer materials and customer data, user generated content, or personally identifiable information (collectively, “Data”).

When you access Contract Express, you may click on links to third-party web sites that are beyond our control. We do not endorse the content found on third-party web sites. You assume sole responsibility for your use of third-party links and materials.

If your Contract Express subscription includes either Client Access or Guest Access, you may allow third party access by your clients or authorized Guests. This is a limited, non-exclusive, non-transferrable right granted to you solely for your own internal business purposes. You are responsible for all damages, including costs, attorney’s fees and expenses, related to the Guest Access and Client Access and you will fully reimburse us for any damages we incur.

- **Contract Express User Definitions.**

- **External User** is not an employee or other individual providing services to you in the ordinary course of your business
- **Subscriber (Internal User) Access** is Contract Express use by your authorized employee or independent contractor acting under your direction in the ordinary course of your business.
- **Client Access** is use of or access to Contract Express by your clients to generate documents using your questionnaires. Your clients can edit, comment on and review documents but cannot author questionnaires. You will provide Client Access only in the format provided by us and under the terms of use of this Agreement without modification. You will not delete or alter our proprietary notices or copyright notices, including the statement “Powered by Contract Express”. If you upload your or a Client’s logo or other branding (“Logo”) for Client Access,

you grant a non-exclusive license to us to publish the Logo for the term of the Order Form. You warrant that you are entitled to grant the license. You will immediately terminate Client Access when the Order Form for Client Access expires or is terminated. Your employees and independent contractors acting under your direction in the ordinary course of your business are prohibited from using Client Access, except for testing purposes. Client Access is for External Users only.

- **Guest Access** is use of or access to Contract Express by external users via a public URL or an email invitation from you (“Guests”). Guest use is limited to responding to Contract Express questionnaires that you use to generate documents. No other third party guest use is permitted. You will provide Guest Access only in the format provided by us and under the terms of use of this Agreement without modification. You will not delete or alter our proprietary notices or copyright notices, including the statement “Powered by Contract Express”. You will immediately terminate Guest Access when the Order Form for Guest Access expires or is terminated. Your employees and independent contractors acting under your direction in the ordinary course of your business are prohibited from using Guest Access, except for testing purposes. Guest Access is for External Users only.

- **Access to Contract Express via API**

- We permit access to Contract Express via its API. You understand that access to Contract Express via the API may not always give the same functionality or experience as access via the web application.
- **License.** All access to Contract Express via the API is subject to you having licensed Contract Express as set out in the Order Form and subject to you remaining in compliance with all terms of the Agreement, including the Thomson Reuters General Terms and Conditions.
- **Limitations of Use.** In addition to the license terms of the Thomson Reuters General Terms and Conditions, you will not use the API to amalgamate users, for robotic use or for other channelling of users or access to Contract Express through one or a limited number of user accounts.
- **API Modifications.** We reserve the right to modify, change, update and/or enhance the API (“Modification”) at our sole discretion. Modifications may affect your access to Contract Express via its own applications and may require you to make changes to your technological systems to enable continued compatibility with, and/or interface with, the API. We will not be liable for any inability to access Contract Express, costs incurred by you, any losses, lost profits or damages of any kind arising out of or in connection with any Modification.
- **Disclaimer of Warranties. THE API IS PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTY OF ANY KIND. WE DO NOT WARRANT OR REPRESENT THAT THE API WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS (“FAULTS”), OR THAT ALL FAULTS WILL BE CORRECTED. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGES RESULTING FROM ANY SUCH FAULTS.**
- **Responsibility.** You are prohibited from circumventing the Contract Express security credentials through use of Contract Express via the API. We are not liable for any losses, damages or costs arising out of access to Contract Express and/or Data via the API.
- **Suspension.** We may suspend, disable or withdraw access via the API at any time if, in our reasonable opinion, you have breached any material term of the Agreement. We will not be responsible for any loss, damage, costs, expenses or other of your claims or any user or any third party resulting from the suspension of access via the Contract Express API.

- **Hosted Practice Solutions:** We will not disclose your content except in support of the use of the hosted products or unless required by law. We will provide notice to you of any unauthorized third party access to your content of which we become aware in accordance with applicable law and will use reasonable efforts to remediate identified security vulnerabilities. The service level agreement for hosted practice solutions is located at <http://static.legalsolutions.thomsonreuters.com/static/service-level-agreement.pdf>. If the agreement expires or is terminated, we will provide access to the hosted product for 180 days so that you may remove your content. The terms and conditions of the agreement remain in effect through this 180-day post-agreement period.

- **ProView eBook License Terms** The license allows you to download the ProView eBooks to your mobile devices and access the eBook content online. We may terminate your license including notes and annotations if we lose the right to offer the eBook content, discontinue the ProView software, or are otherwise unable to offer eBook content. We may provide the content to you in another media format if commercially reasonable. We may update your eBook version if necessary to maintain access to the content. If you reassign an eBook to a different user, we will provide the then-current version of the eBook. Notes and annotations made by the previous user will not transfer to the new user. You are responsible for assigning the registration keys and maintaining registration key security. Sharing of registration keys is STRICTLY PROHIBITED.

- **Thomson Reuters Panoramic™ (“Panoramic”).** Upgrades (e.g., releases or versions that include new features, or additional functionality) will be included during your subscription term. However, we will provide technical support for only the most current upgrade and the immediately preceding upgrade.

Panoramic may include links to matter map samples and other general information. These are provided for informational purposes only and may not be suitable to your circumstances.

You are responsible for access to Panoramic, and all data uploaded to Panoramic, including, but not limited to, your customer materials and customer data, user generated content, pricing data, or personally identifiable information (collectively, “Data”).

When you access Panoramic, you may click on links to third-party web sites that are beyond our control. We do not endorse the content found on third-party web sites. You assume sole responsibility for your use of third-party links and materials.

Your data is anything that you upload into Panoramic (“Your Content”). As between you and us, you exclusively own all rights, title and interest in Your Content. If the agreement expires or is terminated, we will provide access to the hosted product for 180 days so that you may remove your content. The terms and conditions of the agreement remain in effect through this 180-day post-agreement period. Your Content will be retained for 180 days at no additional charge.

You permit our use of relevant Data, including pricing data, to create matter and pricing maps. This Data will only be accessed by TR employees and contractors who need access to support Panoramic.

- **Time & Billing Services.** You give us permission to share your time & billing information and content with our business partners to the extent necessary to provide the time & billing services to you. You will remove all of your time & billing content prior to termination of this Order Form. We may collect and disclose aggregated practice management, financial management, and time tracking data, as long as the data is not identifiable to any individual customer or user.

- **Westlaw.** You may transmit our information product data electronically using a feature in the information product or print and share that information product data as necessary in the regular course of your business.

- **Westlaw Doc & Form Builder.** We will maintain your Westlaw Doc & Form Builder data for 180 days after your subscription ends.

- **Westlaw Paralegal.** Westlaw Paralegal access is strictly limited to current paralegal or legal assistant program faculty, administration, staff and students for educational purposes only.

- **Westlaw Patron Access.** Patron Access is only available to state, county or municipal government law libraries and libraries that are open to the public. You may provide wireless access on your own internal network to the number of concurrent users listed in your ordering document, if any. Access is limited to your library’s physical premises, including wireless access. Remote access outside

the physical confines of your library in any manner whatsoever is strictly prohibited.

- **West LegalEdcenter.** You may download text-based content on any computer for your personal, noncommercial use. You may not share the content with your clients or other third parties. Group viewing of multi-media content is allowed for you and other West LegalEdcenter subscribers. Persons without a West LegalEdcenter subscription are prohibited from attending the group viewing.

If you participate in any discussions on West LegalEdcenter, you agree not to use any language that is threatening, abusive, vulgar, discourteous or criminal. You will not post or transmit information or materials that would violate the rights of a third party, including but not limited to intellectual property rights. You will not post or transmit anything which may contain a virus or other harmful component.

When providing information to state accreditation agencies on your behalf, WE ARE NOT RESPONSIBLE FOR THE ACCURACY OF JURISDICTION-SPECIFIC CONTINUING LEGAL EDUCATION REQUIREMENTS STATED IN WEST LEGALEDCENTER. YOU MUST VERIFY COMPLIANCE REQUIREMENTS INDEPENDENTLY. You are solely responsible for any information, omission or misstatement in the credits recorded and maintained in the credit tracking section. When you access West LegalEdcenter, you may click on links to third-party web sites that are beyond our control. We do not endorse the content found on the third-party web sites. You assume sole responsibility for your use of third-party links and materials.

Each West LegalEdcenter user will receive an e-mail from us with their username, password and other important information about using the West LegalEdcenter subscription. After the initial communication, users may opt-out of West LegalEdcenter email receipt.

- **West km software.** Any West km licensed in the ordering document must reside on a dedicated server under your control and maintained by you at your expense. The server must be accessible to all of your authorized West km users.

- **Westlaw Public Records.** If the transactional value of your Westlaw Public Records usage exceeds your then-current Westlaw charges by more than 20 times in any month, we may limit access to live gateways, request the parties enter into good faith renegotiations or terminate upon 10 days written notice. Transactional value of your Westlaw Public Records usage is calculated based upon our then-current Schedule A rates. Schedule A rates may change upon at least 30 days written or online notice.

Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be.

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

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

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

WEST ORDER FORM
 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 _____	
New ____ (NACI Form attached)	Existing with Increase Credit Limit ____ (NACI Form attached)		
Existing with no changes _____		Existing with changes ____ (Permanent name change must attach a Customer Name Change Form)	
Acct # _____	Quote # _____	PO # _____	Date _____
Name/Subscriber _____		Bill To Acct # _____	
Order Confirmation Contact Name _____			
E-Mail _____			
Password Contact Name (for password delivery) _____			
E-Mail _____			
Time and Billing Contact Name _____			
E-Mail _____			
Federal Government Account Type _____	Non-FEDLINK ____	FEDLINK ____	GSA ____
MSA Jurisdiction _____	Contract # _____	Option # _____	
Permanent Address Change ____		One-Time Ship To ____	Additional Ship To ____
Name _____		Attn: _____	
Address _____		Suite/Floor _____	
City _____	State ____	County _____	Zip _____

*** R E Q U I R E D ***

I F N E E D E D

Online/CD-ROM/Practice Solutions/Software Products

Full Svc #	Online/CD-ROM/Practice Solutions/Software Products	Quantity *	Monthly Rate Banded/Base Rate	Per User/Conc. User Rate	Other	Total Monthly Charges

Notes:

* Fill in the maximum number of Passwords, Users, Seats, FTEs, Students, Terminals, CD/Concurrent Patron Users, Active Legal Holds, and Quantity of Additional Storage.

Total Monthly Charges \$ _____

Online/Practice Solutions/Software Products Subscriptions

Monthly Charges begin on the date West Publishing Corporation ("West, "we" or "our") processes your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the following 12 complete calendar months ("Minimum Term"). Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

Initial below for a longer Minimum Term.

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

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

When your Minimum Term terminates, the following will apply:

Government Subscribers Post-Minimum Term. At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

CD-ROM and Dissomaster Products
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Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for a Minimum Term of the following 12 complete calendar months. If you have an existing Per User CD-ROM license and are adding additional users with this Order Form, the Minimum Term in your underlying Order Form will apply.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates, replacement or supplemental CD-ROMs and online updates.

Initials for Post Minimum Term Subscription Services. I understand that West will continue to provide subscription services for the products listed above after the Minimum Term. At the end of the Minimum Term, your Monthly Charges will be billed at up to our then current retail rate.

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

Either of us may cancel effective at the end of the Minimum Term or any time thereafter on at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Annual billing (please check if requested)

Banded Products Subscriptions

You certify that you have a total of _____ attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time during the term, we reserve the right to increase your charges as applicable.

Internal Corporate Use Only	BND
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Technical Contacts for Westlaw Patron Access and Campus Research

Technical Contact Name (please print): _____
 Telephone: _____
 E-Mail Address: _____
 Current Account #: _____
 Patron Access: IP Address: _____
One IP Address per terminal. Additional pages may be attached if needed.

Campus Research: IP Address Range _____

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

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

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

Notes:

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

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

Initial below to select the Renewal Term.

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

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

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

When this Renewal Term expires the following will apply.

Government Subscribers Post-Renewal Term. At the end of the Renewal Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Renewal Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Renewal Term, those additional months will be implemented at your option pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

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

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

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

Last Name _____ First Name _____ E-mail _____

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

Notes:

Total Charges \$

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

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

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

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

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

Initial to block roaming access

Miscellaneous		
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- Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.
- Settling a Disputed Balance.** Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.
- Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.
- Excluded Charges.** If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement-schedule-a-westlaw.pdf> and <http://legalsolutions.com/schedule-a-concourse-firm-central-caselogistix>. Excluded Charges may change after at least 30 days written or online notice.
- Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.
- Returns and Refunds.** You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.
- Transportation Charges.** Print and CD-ROM products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rate.
- Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.
- Thomson Reuters General Terms and Conditions,** apply to all products ordered, except print and is located at legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf. The Thomson Reuters General Terms and Conditions for Federal Subscribers is located at legalsolutions.com/Federal-ThomsonReuters-General-Terms-Conditions.pdf. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

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

- Campus Research
- CD-ROM
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

ACKNOWLEDGMENT

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

Printed Name _____

Title _____

Date _____

Signature X _____

For Credit Card Transactions only:	Visa _____	Master Card _____	Am Ex _____
Card # _____	Expir. Date _____	Total Amt. to Charge for this Order _____	

Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.

<p>For Internal Use Only (Rep to complete for telephone print orders only) By signing and completing below the Rep certifies that he/she discussed and received assent to the Subscription Services terms above from Subscriber.</p> <p>Date: _____ Time: _____</p> <p>Name of Customer Placing Order: _____</p> <p>Signature of Rep: _____</p>
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WEST ORDER FORM - CLEAR SERVICES

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 _____	
New ____ (NACI Form attached)			
Existing with no changes ____		Existing with changes ____ (Permanent name change must attach a Customer Name Change Form)	
Does Subscriber have an existing West account?			
<input type="checkbox"/> Yes If yes, please provide West account number _____			
<input type="checkbox"/> No			
Acct # _____	Quote # _____	PO # _____	Date _____
Name/Subscriber _____		Bill To Acct # _____	
Order Confirmation Contact Name _____			
E-Mail _____			
CLEAR Contact Name (for delivery of Registration Keys. Individual users will also receive their Registration Keys if their e-mail addresses are provided) _____			
E-Mail _____		Telephone _____	
CLEAR Primary Account Contact Name (general business contact) _____			
E-Mail _____		Telephone _____	
Federal Government Account Type _____	Non-FEDLINK ____	FEDLINK ____	GSA ____
MSA Jurisdiction _____	Contract # _____	Option # _____	
Permanent Address Change ____		One-Time Ship To ____	Additional Ship To ____
Name _____		Attn: _____	
Address _____		Suite/Floor _____	
City _____	State _____	County _____	Zip _____

*** R E Q U I R E D ***

I F N E E D E D

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

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

Notes:

Total Monthly Charges \$ _____

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

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

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

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Initial below for a longer Minimum Term.

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

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

Government Subscribers Post-Minimum Term. At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-18033.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

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

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

Notes:

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

Initial below for a longer Minimum Term.

____ **24 Month Minimum Term.**

____ **36 month Minimum Term.**

Government Subscribers Post-Minimum Term. At the end of the Minimum Term your subscription will automatically renew. Schedule A rates may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Automatic Renewal for Non-Government Subscribers Only. If you are a non-government customer, your subscription will automatically renew at the end of its Minimum Term. Schedule A rates may change after at least 30 days written or online notice. Either of us may cancel the renewal in writing at least 60 days before a renewal period starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

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

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

Notes:

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

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

Initial below for a longer Minimum Term.

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

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

Government Subscribers Post-Minimum Term. At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 0% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. The Monthly Window will remain unchanged. Schedule A rates may change after at least 30 days written or online notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

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

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

CLEAR Users, My Account Administrator and Authorized QuickView+ User									
Last Name	First Name	E-mail Address	CLEAR Products	IN	AD	AN	SV	TC	
If necessary, use additional pages and include full name, email address, and user type.				User Type Key	IN = Investigator AD = Administrator AN = Analyst	SV = Supervisor TC = Technical			

My Account is provided as a service to you for user management:

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

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

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

CLEAR Fixed Rate Renewals		
Subscriber Certification Section must also be completed for all Subscribers that interact with, manage, or house inmates or detainees.		
Sub Matl #	CLEAR Products	Current Monthly Charges*
Notes		

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

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

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

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

Initial below for Renewal Term.

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

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

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

Government Subscribers Post-Renewal Term. At the end of the Renewal Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Renewal Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Federal Government Subscribers Optional Renewal Term. Federal government subscribers that chose a 24 or 36 month Renewal Term, those additional months will be implemented at your option pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

CLEAR Window Renewals		
Subscriber Certification Section must also be completed for all Subscribers that interact with, manage, or house inmates or detainees.		
Sub Matl #	CLEAR Products	Current Monthly Charges*
Notes		

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

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

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

Initial below for Renewal Term.

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

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

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

Government Subscribers Post-Minimum Term. At the end of the Minimum Term your subscription will automatically renew and your Monthly Charges will be billed at up to our then current rate. Thereafter, we may modify the Monthly Charges after at least 60 days notice. The Monthly Window will remain unchanged. Schedule A rates may change after at least 30 days written or online notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Renewal Term. Federal government subscribers that chose a 24 or 36 month Renewal Term, those additional months will be implemented at your option pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length and include a 0% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. The Monthly Window will remain unchanged. Schedule A rates may change after at least 30 days written or online notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

CLEAR Products to be Lapsed	
Full Svc #	CLEAR Products
Miscellaneous	

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

2. Settling a Disputed Balance. Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

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

4. Excluded Charges. If you access CLEAR services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf>. Excluded Charges may change after at least 30 days written or online notice.

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

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

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

8. Thomson Reuters General Terms and Conditions, apply to all products ordered, except print and is located at legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf. The Thomson Reuters General Terms and Conditions for Federal Subscribers is located at legalsolutions.com/Federal-ThomsonReuters-General-Terms-Conditions.pdf. In the event of a conflict between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

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

data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

10. CLEAR System to System.

- a. We will issue one (1) entity-wide password for System to System access which will not be assigned to individual users. We will provide you with a security certificate that you must install on your systems in order to access our system(s). You will be required to provide the Internet Protocol ("IP") Addresses or IP Address Range in order to access CLEAR. IP Addresses assigned to jurisdictions outside the United States or in West-designated United States Territories are prohibited. You will implement any other security measures we deem necessary. We retain the right to temporarily or permanently block access if your use of the system, including but not limited to high search volume, is compromising the stability or integrity of our systems.
- b. We may provide one (1) entity-wide, non-transferrable, limited license with limited access to CLEAR for your internal testing and maintenance purposes. Testing access may only be used for functional testing, and counts toward any usage volumes under your CLEAR subscription. You are expressly prohibited from conducting any load testing, as determined in our sole discretion. You represent and warrant that all testing and maintenance will be conducted in strict accordance with our guidelines and instructions, and this agreement

11. CLEAR Subscribers via an Integrator and CLEAR System to System. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in paragraph 8 above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

ACKNOWLEDGMENT

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

Printed Name _____

Title _____

Date _____

Signature X _____

For Credit Card Transactions only: Visa _____ Master Card _____ Am Ex _____ Card # _____ Expir. Date _____ Total Amt. to Charge for this Order _____ Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.
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WEST ORDER FORM-ProFlex
for WestlawPRO, Software
and Practice Solutions Subscribers
 610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/687-8000



THOMSON REUTERS™

<u>Check West account status below as applicable:</u>		Rep Name & Number _____		* * * * * R E Q U I R E D * * * * *
New _____ (NACI Form attached)	Existing with Increase Credit Limit _____ (NACI Form attached)			
Existing with no changes _____	Existing with changes _____ (Permanent name change must attach a Customer Name Change Form)			
Acct # _____	Quote # _____	PO # _____	Date _____	
Name/Subscriber _____		Bill To Acct # _____		
Order Confirmation Contact Name _____				
E-Mail _____				
Password Contact Name (for password delivery) _____				
E-Mail _____				
Time and Billing Contact Name _____				
E-Mail _____				
MSA Jurisdiction _____		Contract # _____	Option # _____	
Permanent Address Change _____	One-Time Ship To _____	Additional Ship To _____	Additional Bill To _____	I F N E E D E D
Name _____		Attn: _____		
Address _____		Suite/Floor _____		
City _____	State _____	County _____	Zip _____	

ProFlex Products					
Full Svc #	ProFlex, WestlawPRO, Software and Practice Solutions Products	Quantity *	Monthly Banded Rate	Other	Total Monthly Charges
40757482	ProFlex				

Notes:

* Fill in the maximum number of Passwords, Users, Seats, FTEs, Students, Terminals, CD/Conc. Patron Users, Active Legal Holds, and Quantity of Additional Storage.

Total Monthly Charges \$ _____

Monthly Charges begin on the date West Publishing Corporation ("West, "we" or "our") processes your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the following 12 complete calendar months ("Minimum Term"). Subscriber ("You" or "I") is also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

If you previously subscribed under a Special Offer Amendment/Exhibit the effective date of this Order Form is the first day of the month following the date we process your order.

If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

Initial below for a longer Minimum Term.

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

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

Post Minimum Term for Government Subscribers. At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803

Automatic Renewal Term for Non-Government Subscribers Only. Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us

may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803. If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

The ProFlex Addendum/Attachment includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments include the list of your personnel to whom passwords are to be issued and other data applicable to your order. For concurrent Patron Access subscribers at multiple locations, the concurrent access will be limited by the quantity of Patron Access users by location, as identified on the ProFlex Addendum/Attachment.

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

Internal Corporate Use Only	BND
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<p>Technical Contact for Westlaw Patron Access</p> <p>Technical Contact Name (please print): _____</p> <p>Telephone: _____</p> <p>E-Mail Address: _____</p> <p>Current Account #: _____</p> <p>Patron Access: IP Address: _____ <small>One IP Address per terminal. Additional pages may be attached if needed.</small></p> <p>IP Address Range _____</p> <p><small>* Orders submitted without IP Address information may delay set up and access</small></p> <div style="border: 1px solid black; padding: 2px;"> <p>For Internal Office Use Only</p> <p>OF INSTRUCTIONS: Max Concu = # of terms/Eml to WTC/Blk Ancil/1 term = 5 atty = 1 pw/Tech cont = 59</p> </div>

	ProFlex Renewals	
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Sub Matl #	ProFlex, WestlawPRO, Software and Practice Solutions Products	Current Monthly Charges*

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

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

If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

Initial below to select the Renewal Term.

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

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

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

Post Renewal Term for Government Subscribers. At the end of the Renewal Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Renewal Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Non-Government Subscribers Only. Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803. If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

	Online/CD-ROM Products to be Lapsed	
--	--	--

Full Svc #	Online/CD-ROM Products	Account #/Location

Westlaw Roaming

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

_____ **Initial to block roaming access**

Miscellaneous

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

2. **Settling a Disputed Balance.** Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

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

4. **Excluded Charges.** If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf> and <http://legalsolutions.com/schedule-a-concourse-case-notebook-hosted>. Excluded Charges may change after at least 30 days written or online notice.

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

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

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

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

9. **Thomson Reuters General Terms and Conditions,** apply to all products ordered, except print and is located at legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf. In the event of a conflict between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

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

- Campus Research
- CD-ROM
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

ACKNOWLEDGMENT

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

Printed Name _____

Title _____

Date _____

Signature X _____

For Credit Card Transactions only:	Visa _____	Master Card _____	Am Ex _____
Card # _____	Expir. Date _____	Total Amt. to Charge for this Order _____	

Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.

WEST ORDER FORM – SPECIAL OFFER

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



THOMSON REUTERS™

SUBSCRIBER INFORMATION				
Account	89999999	Contact Name		
Name	Sample Customer	Title		
Address Line 1		Email		
Address Line 2		Phone		
OFFER INFORMATION				
Agreement Number	00060789.0	Effective Date	08/01/2020	
Material ID	Subscribed Products & Services	Authorized Users	Subscription Periods	Monthly Charges
Material ID	Subscribed Products & Services	Authorized Users	Subscription Periods	Monthly Charges
Material ID	Subscribed Products & Services	Authorized Users	Subscription Periods	Monthly Charges

- The General Terms and Conditions.** The Thomson Reuters General Terms and Conditions located at legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf apply to all products licensed on this order form. Paragraph 10 (a) of the Thomson Reuters General Terms and Conditions does not apply and this order form will not automatically renew, unless otherwise stated below. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this order form, the terms of this order form control.
- Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt.
- Excluded Charges.** If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://legalsolutions.com/schedule-a-library-government>, and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.
- Returns and Refunds.** Charges for Westlaw (including Westlaw China, Campus Research, Paralegal, Patron Access and Correctional Facilities), CLEAR (including CLEAR Cap), Monitor Suite, ProView eBooks, West LegalEdcenter, Software, TREWS, Serengeti, Practice Solutions, Library Maintenance Agreement and Special Offer/print agreements are not refundable. Please see static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.
- Transportation Charges.** Print products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at then-current carrier rates.
- Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this ordering document will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.
- Confidentiality.** You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.
- Termination.** This ordering document shall terminate simultaneously with termination of the General Terms and Conditions.
- Settling a Disputed Balance.** Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.
- Passwords.** For our products accessed by individually-issued passwords, each user, including each user that receives training, must purchase and be assigned his/her own password. Passwords may only be used by the person to whom the password is issued. Sharing of passwords between or among your personnel is STRICTLY PROHIBITED. We reserve the right to issue additional passwords to you and charge you for such additional password if we learn that a password has been used by a person other than the person to whom the password has been issued.

This Offer expires July 29, 2020 at 7:00 p.m. CT.

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11. **Material Change.** If, at any time during the term of this ordering document, there is a material change in your organizational structure including, but not limited to merger, acquisitions, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, the parties agree to immediate good faith renegotiation of the terms and conditions of this ordering document, during which we may modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.
12. **Westlaw and CLEAR Products Only.** Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree and warrant that you will strictly limit the access, use and distribution of this data to uses permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decision and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions. You may transmit Westlaw data electronically using a feature in the information product or print and share that information product data as necessary in the regular course of your business.
13. **CLEAR Credentialing.** You will not receive access to CLEAR services until your credentials have been verified by us.
13. **CLEAR Services System to System.**
- (a) We will issue 1 entity-wide password for System to System access which will not be assigned to individual users. We will provide you with a security certificate that you must install on your systems in order to access our system(s). You will be required to provide the Internet Protocol (IP) Addresses or IP Address Range in order to access CLEAR. IP Addresses assigned to jurisdictions outside the United States or in West-designated United States Territories are prohibited. You will implement any other security measures we deem necessary. We retain the right to temporarily or permanently block access if your use of the system, including but not limited to high search volume, is compromising the stability or integrity of our systems.
- (b) We may provide 1 entity-wide, non-transferrable, limited license with limited access to the CLEAR services for your internal testing and maintenance purposes. Testing access may only be used for functional testing and will include up to 5,000 transactions per calendar year (partial years to be prorated) at no charge. You are expressly prohibited from conducting any load testing or running any production transactions without our prior written approval. You are responsible for all overages or production transactions run through the testing environment. We will invoice these transactions at then-current commercial rates. You represent and warrant that all testing and maintenance will be conducted in strict accordance with our guidelines and instructions, and this agreement.
14. **Batch Ongoing Testing and Maintenance.** We may provide you with 1 entity-wide, non-transferrable, limited license with limited access to the Batch services for your internal testing and maintenance purposes only. Your testing access may only be used for functional testing and is limited to no more than 5,000 transactions per calendar year (partial years to be prorated) at no charge. You are expressly prohibited from conducting any load testing or running any production transactions without our prior written approval. You are responsible for any overages or production transactions run through the testing environment. We will invoice these transactions at then-current commercial rates. You represent and warrant that all testing and maintenance will be conducted in strict accordance with our guidelines and instructions and this agreement.
16. **CLEAR Usage Limitation.** This provision does not apply to any of your Cap subscriptions. If the transactional value of your CLEAR usage exceeds the following Monthly Subscription Period limits, we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate.

Subscription Period	Monthly Usage Limit

17. **CLEAR Sworn Officers.** The Monthly Charges are determined by your sworn officer count and is based on your stated sworn officer count of TBD. You hereby certify that this sworn officer count is correct as of the Effective Date of this ordering document.
18. **Library Maintenance Agreement.** You currently subscribe to our print products. You desire to maintain your subscription to those titles at predictable monthly pricing through this library management arrangement ("LMA") and you will receive updates as well. After the last Subscription Period and if the parties are not able to enter into a superseding LMA, you will continue to receive the print products described in the attached LMA Products grid; all of which will be billed separately at then-current rates. You will provide 60 days advance written notice if you will not be entering into a superseding LMA. Either party may cancel these products at any time after the last Subscription Period upon written request. Information regarding the frequency and updates of our print products is available from your West sales representative. The LMA is not subject to the General Terms and Conditions reference in section 1.

This Offer expires July 29, 2020 at 7:00 p.m. CT.

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19. **LMA Swap.** the end of any complete subscription period you may swap print titles listed within the Subscriber Information Exhibit for the following subscription period with 30 days prior written notice. The title changes will be memorialized in a document that is signed by both parties. The value of the swapped titles may not exceed 5% of the annualized monthly charges for that period. The monthly charges are fixed and will not decrease should a deficit occur because of the swap. If the value of the replacement titles is greater than the value of the titles removed, monthly charges will be increased based on the net difference.
20. **TBD Monthly Cap.** Charges for the value of the TBD actual usage per month are waived up to the following amounts (the "Monthly Cap"). You will pay the Monthly Charges and all charges in excess of the Monthly Cap (discounted TBD%).

Subscription Period	Monthly Cap

ACKNOWLEDGMENT

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

Sample Customer**WEST PUBLISHING CORPORATION**

Signature Date

Name (please print)

Title

Signature Date

Name (please print)

Title

SUBSCRIBER INFORMATION EXHIBIT

SUBSCRIBER OFFICE & ADMINISTRATOR INFORMATION							
Subscriber's Offices (City, State)	Password/License Administrator Name ¹	Code	Email Address	Department/Practice Group	Product	% of Total Users by Location ²	Server Location (Y/N)

¹ Administrators are counted as a user on per user subscriptions
² Taxes for software products will be based on % of Total Users by Location

SPECIAL OFFER BILLING OPTIONS (FOR MULTIPLE LOCATIONS ONLY)

___ **DEFAULT.** UNLESS OTHERWISE SPECIFIED, YOU WILL RECEIVE ONE COMBINED MONTHLY INVOICE AND A COPY OF EACH PARTICIPATING ACCOUNT'S LOCATION USAGE REPORTS - ALL MAILED TO THE PAYER ACCOUNT OFFICE.

___ **AS IS.** Your current billing arrangement should remain unchanged.

___ **ALTERNATIVE #2.** Each account will be billed separately, each receiving an invoice and a location usage report. Special offer adjustments will be allocated to the individual accounts based on their actual usage charges.

___ **ALTERNATIVE #3. (Not available for orders with concurrent users)** An invoice and location usage report will be created for each office, allocating special offer adjustments to individual accounts based on their actual usage charges, however each account invoice and associated location usage reports will be independently mailed to the account noted below rather than to the invoiced account location.

Mail to Account: _____

Please note: These billing arrangements do not affect Quickview+.

p

This Offer expires July 29, 2020 at 7:00 p.m. CT.

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

Subscriber Information	
Account Number (if applicable) _____	
Full Legal Name/Entity _____	
Business Unit/Dept/Agency _____	
The applicant's address below is (please check one): <input checked="" type="checkbox"/> a Commercial Location <input type="checkbox"/> a Residence (i.e. a home-based business)	
Street Address _____	
City _____	Country (if not US) _____
State _____	Zip _____
Main Organization Telephone _____	Location/Contact/Ext Telephone _____
Cell Phone (if no land line available) _____	E-Mail Address _____
Website _____ <input type="checkbox"/> Check here if no website available	
West products have implemented Multi-Factor Authentication and in order to access the public records products you must supply a valid External IP Address or IP Range belonging to your organization that meets the following requirements:	
<ul style="list-style-type: none"> • IP Addresses assigned to jurisdictions outside the United States or West-approved U.S. Territories are prohibited • IP Addresses will not be accepted from the following ranges which are reserved by the Internet Assigned Numbers Authority for special use or private networks: 10.0.0.0 - 10.255.255.255, 127.0.0.0- 127.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 - 192.168.255.255, 169.254.0.0 - 169.254.255.255. • All IP addresses must be IPv4 addresses. • If you do not know your External IP address(es), try the following: <ul style="list-style-type: none"> ○ Contact your network administration, firewall or security team ○ Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.) 	
Go to the following URL in your browser: http://tools.whois.net/yourip/ or http://www.whatismyip.com to identify your external IP address (NOTE: If you have multiple IP addresses, this tool will only detect one IP address)	
Internet Service Provider Name: _____	
IP Address: _____	
IP Address Range: _____	
Beginning IP Address: _____	Ending IP Address: _____
Beginning IP Address: _____	Ending IP Address: _____

REQUIRED

ALL REQUESTED INFORMATION MUST BE PROVIDED OR YOUR ORDER MAY BE DELAYED OR PRODUCT ACCESS LIMITED

	ACCOUNT INFORMATION AND DATA USE	
--	----------------------------------	--

Select Type of Government

- US – Federal
 US – State
 US – Local
 Tribal Government
 Other Government: _____

(Please describe)

Select Type of Academic Institution

- Privately Funded Academic Institution (non-government funded)
 Government Funded Academic Institution US – State

Do your end users have arrest powers?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Will you be using the product in relation to the collection of consumer debt (i.e., financial obligations of a consumer relating to a transaction for personal, family, or household purpose)?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Will you have end users at any location(s) other than at the address listed above? – If yes, please attach a completed Addendum to Account Validation and Certification Form – Multiple Locations.	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Are you requesting “unmasked data” or full display of full Security Numbers, full Date of Birth and/or Driver’s License information? – If yes, please attach a completed Addendum to Account Validation and Certification Form – Unmasked Data Request	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Will you use the product, in whole or in part, for any consumer-initiated application in order to determine an individual’s eligibility for employment, credit, housing or insurance for personal, family, household or government benefit-related purposes?	<input type="checkbox"/> No	<input type="checkbox"/> Yes

Contract No. 1944-17732B

Exhibit 11
Addendum to the Consultant Contract Documents.

If you are using World-Check data in order to screen an individual, either in their individual capacity or in relation to a business, to determine whether to enter into a business relationship, you understand and agree that you must direct your search subject to the World-Check Privacy Statement located at, <https://risk.thomsonreuters.com/en/terms-of-business/world-check-privacy-statement.html>

Agreed N/A

PERMISSIBLE USE SELECTIONS

Permissible Use under Gramm Leach Bliley Act

Your use of certain consumer data within the product is limited by the U.S. Gramm-Leach-Bliley Act (15 U.S.C. §§6801 et. seq.). In order to access this data you must indicate your permissible use(s) below. If you do not have a permissible use, you must select the “no permissible use” option

- You certify there is no permissible use
- For use by a person holding a legal or beneficial interest relating to the consumer
- For use in complying with federal, state, or local laws, rules, and other applicable legal requirements
- For use as necessary to effect, administer, or enforce a transaction requested or authorized by the consumer
- For use in complying with a properly authorized civil, criminal, or regulatory investigation, subpoena, or summons by federal, state, or local authorities
- For use to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability
- For use by any Law Enforcement Agency, self regulatory organizations or for an investigation on a matter related to public safety
- To persons acting in a fiduciary or representative capacity on behalf of the consumer
- For required institutional risk control or for resolving consumer disputes or inquiries
- With the consent or at the direction of the consumer

Permissible Use under Drivers Privacy Protection Act

Your use of certain drivers record and vehicle data is limited by the U.S. Drivers Privacy Protection Act (18 U.S.C. §§2721 et seq.). In order to access this data you must indicate your permissible use(s) below. If you do not have a permissible use, you must select the “no permissible use” option.

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

NEXT STEPS

- The information provided on this AVC form will be reviewed by our internal credentialing team and, if required, an onsite inspection will be conducted by Thomson Reuters authorized third party. To coordinate the onsite inspection, the third party will contact you directly to arrange a convenient day and time for the visit. Law enforcement agencies and federal and state government agencies are not required to complete an onsite inspection.
- The inspector will seek to verify, among other things, the physical, technical and/or administrative safeguards in place to keep Thomson Reuters data safe and confidential.
- The onsite inspection will last approximately 30 minutes, during which time the inspector will ask certain questions and gather observations intended to validate the information provided on this AVC Form. In addition, as is customary in the industry, the inspector will take a few photos of the premises, internal and external, to document your physical location as well as security measures and safeguards. At the time of the inspection, it is important that you assign an individual(s) capable of answering pertinent questions to meet with the inspector.
- Please provide the name phone number and Email address of the person you would like us to contact to schedule the required on-site inspection:

Name: _____ E-Mail Address: _____
Phone Number: _____

CERTIFICATIONS

By signing below you certify that:

- **YOU UNDERSTAND THAT THOMSON REUTERS IS NOT A CONSUMER REPORTING AGENCY AND THIS SERVICE DOES NOT CONSTITUTE A “CONSUMER REPORT” AS SUCH TERM IS DEFINED IN THE FEDERAL FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C.A. SEC 1681 ET SEQ. YOU ARE STRICTLY PROHIBITED FROM USING ANY DATA, IN WHOLE OR IN PART, AS A FACTOR IN ESTABLISHING A CONSUMER’S ELIGIBILITY FOR CREDIT, INSURANCE, EMPLOYMENT, OR FOR ANY OTHER PURPOSE AUTHORIZED UNDER THE FCRA OR AS THE BASIS FOR TAKING ADVERSE ACTION REGARDING ANY CONSUMER APPLICATION.**
- End users will access and use the data, including personally identifiable information, in accordance with all applicable laws, rules, and regulations. No individual shall access records that require a permissible use unless such a permissible use exists. It is your responsibility to seek guidance and clarification in case of any questions about the proper use of a product. **YOU ARE RESPONSIBLE FOR ANY UNAUTHORIZED COLLECTION, ACCESS, USE, AND DISCLOSURE OF ANY DATA ACCESSED THROUGH OUR PRODUCTS.**

- You agree to immediately notify Thomson Reuters of any actual or suspected breach or access to data that may result in the unauthorized collection, use or disclosure of any data. You agree to make all reasonable efforts to assist us and our data providers in relation to any investigation, claim, litigation, or other action related to your access, use or disclosure of data.
- You will maintain a comprehensive information security program, including systems, facilities, and procedures to safeguard the data, and that you have experience in maintaining the confidentiality, security, and appropriate use of such information.
- You and your end users are not and will not be involved in credit fraud, identification theft, stalking, harassment, any unethical business practices or illegal activity nor will you further such activities by your customers.

Your signature below as “Authorized Representative” certifies that you are the authorized signatory for this account. You certify that all information provided in this AVC Form and all Addendums is true and correct and, if applicable, applies to all locations set forth in the Multiple Location Addendum. You understand that you may periodically be required to re-certify information provided in this AVC form and you will notify us immediately if any of the information you provided above changes

AUTHORIZED REPRESENTATIVE:

Print Name: _____

Title: _____

Date: _____

Signature: _____

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

All information is subject to verification and approval by West.

SAMPLE



Addendum to the Account Validation and Certification Multiple Locations Request

Subscriber Information	_____
Primary Account Number	_____
Full Legal Name/Entity	_____

	Location Information	
--	-----------------------------	--

Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____

Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____

Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____

Please list additional locations on page 2.

	Certifications	
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By completing and submitting this form you are requesting access to Thomson Reuters public records data for your authorized users at the above listed location(s). You understand and agree that each location where your authorized users are located is subject to satisfactory completion of an onsite inspection. By signing below you certify that: (1) all users under your account will limit use of the data for your legitimate business purposes only and as indicated on your account validation and certification (AVC) form, (2) you will maintain a comprehensive information security program, including systems, facilities, and procedures in each location to safeguard the Thomson Reuters data, (3) you have experience in maintaining the confidentiality, security, and appropriate use of such information, (4) all data use will be in strict accordance with your subscription agreement, and (5) you will timely update this form if you need to add additional locations. This Addendum is incorporated by reference into your AVC form.

AUTHORIZED REPRESENTATIVE:

Print Name: _____

Title: _____

Date: _____

Signature: _____

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

All information is subject to verification and approval by West/Thomson Reuters.

Additional Account Information

Account Number	Branch/Subsidiary Account Name	Street Address	Location Contact Information
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____
		Street: _____ _____ City: _____ State: _____ Zip: _____	Name: _____ Phone: _____ E-Mail: _____



Addendum to Account Validation and Certification Form – Unmasked Data Request

Subscriber Information

Account Number (mandatory): _____

Full Legal Name/Entity: _____

West/Thomson Reuters seeks to balance overall individual privacy needs and concerns with the legitimate business information needs of specific entities as allowed by U.S. Gramm Leach Bliley Act (15 U.S.C. § 6821 et seq.) (U.S. GLB), U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.) (U.S. DPPA) U.S. Bipartisan Budget Act of 2013 (42 U.S.C. §1306 et seq.), and other applicable laws. As a general rule, sensitive data in our products is truncated. In order to help ensure that access to unmasked sensitive data is warranted, we limit access to qualified accounts only.

By completing the information and signing below, you understand that you are requesting that unmasked or full display of Social Security Numbers, Date of Birth and/or Driver's License information be added or removed from the accounts indicated below.

DATA USE INFORMATION

Describe your type of business: _____

Describe why access to 5B data is insufficient and why access to full DOB and SSN is required: _____

CLEAR Subscribers: All CLEAR users will be granted access to the same type of sensitive personal information:

- ADD** to all Users on the main account listed above (including all account locations)
- REMOVE** from all Users on the account listed above

WESTLAW Subscribers: list the individual Westlaw users whose access to sensitive personal information should be modified and indicate if the access is to be added or removed (use additional pages if necessary).

Last Name	First Name	Add/Remove	IP Address

CERTIFICATIONS

In relation to access requests, by signing below you certify that: (1) unmasked sensitive data is needed, (2) all users under your account will limit use of the data to legitimate business connected with the qualified account indicated above, (3) you will maintain a comprehensive information security program, including systems, facilities, and procedures in place to safeguard the unmasked sensitive data, (4) you have experience in maintaining the confidentiality, security, and appropriate use of such information, (5) all data use will be in strict accordance with your subscription agreement.

West reserves the right to deny or discontinue access to unmasked personal information with or without notice and in its sole discretion. This Addendum is incorporated by reference into your AVC form. By signing below you certifies that you are the authorized to request the changes requested above and are an authorized signatory on this account.

AUTHORIZED REPRESENTATIVE:

Print Name: _____

Title: _____

Date: _____

Signature: _____

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

All information is subject to verification and approval by West.

Westlaw Schedule A



Plan 2 Westlaw Government Service

Available only to government personnel accessing Westlaw for government purposes.

Upon accessing Westlaw, a user may elect either per minute or transactional billing in Preferences. Such billing election will be effective for all subsequent sessions unless the election is changed. The SUBSCRIBER link in the Tools tab lists the per minute, transactional and offline transmission charges for a multiple content categories.

1. Subscription Charge. \$125 per month per agency

2. West Reporter Images

West Reporter Images \$25.00 per image

No offline transmission charges apply.

3. Rise of American Law

Rise of American Law – Time \$33.33 per minute
 Rise of American Law – Document Displays 300.00 per document
 Rise of American Law – Images 300.00 per image

4. Per Minute Charges

A. Home, Content and Topical Pages \$3.50 per minute

B. Viewing a Search Result List \$7.00 per minute

C. Per Minute Charges for Viewing Full Text Documents

Range from \$11.89 per minute to \$58.97 per minute.

5. Transactional Charges

A. Search Charges \$42.00 per search

Each search query will incur a search charge.

B. Document Display Charges.

Range from \$13.00 to \$151.00 per document

Each document display will incur a transactional charge. No offline transmission charges apply.

C. Online Citation Checking Charges

KeyCite \$13.00 per citation
 Inline KeyCite 5.00 per document

D. Docket Charges

The following charges apply in lieu of per minute and transactional charges*:

Document Display	\$13.00 per document
Docket PDF	4.00 per image
Docket Alerts	0.00 per transaction
Document Retrieval from Alert	13.00 per document
Docket Tracks	6.00 per transaction
Docket Bankruptcy Creditor Update	4.00 per document
Document Update	2.00-8.00 per document
DE Court of Chancery PDF/Court Wire	
PDF Complaint	100.00 per image
Docket PDF from Select State Counties	22.00 per image
Court Wire Alerts – Continuous	5.00 per day per alert
Court Wire Documents	13.00 per document
Court Calendar Information Update	2.00 per transaction
Court Calendar Tracking Service	6.00 per transaction
Calendar Integration Service	1.00 per transaction

* See Pricing Guide for additional details.

E. Public Records Charges

The following charges apply in lieu of per minute and transactional charges.

PeopleMap	
PeopleMap Searches	\$55.00 per search
People/Company Records Mini Searches	13.00 per search
Alerts	2.00 per transaction
Reports	55.00 per report
Document Displays	13.00 per document
Public Records	
Searches	13.00 per search
Document Displays	13.00 per document
Real Property Reports	
Comprehensive Reports	87.00 per report
Individual Reports	55.00 per report
Deed Images and Parcel Map Images	25.00 per image
Delaware Corporate Records	
Searches	55.00 per search
Document Displays	11.00 per document
Company Investigator	
Searches	55.00 per search
Basic Reports	48.00 per report
Premier Reports	87.00 per report

F. Dun & Bradstreet Reports

The following charges apply in lieu of per minute and transactional charges:

Searches	\$13.00 per search
Comprehensive Business Information Report	150.00 per report
Business Information Report (Domestic)	125.00 per report
Business Information Report (International)	
Africa/Europe	400.00 per report
Asia/Australia	615.00 per report
Canada	175.00 per report
Latin America	500.00 per report

G. Drafting Assistant

The following charges apply in lieu of per minute and transactional charges. Drafting Assistant is only available on a subscription basis. The charges below are for tax allocation purposes only.

Cite Formatting	\$55.00 per document
Insert Flags	100.00 per document
Insert Links	55.00 per document
Quote Right	13.00 per citation
Table-of-Authority	55.00 per document

H. Westlaw Edge

Westlaw Edge is only available on a subscription basis. The charges below are for tax allocation purposes only. Standard search and result list charges apply.

Litigation Analytics	13.00 per report
Statutes Compare	13.00 per document

6. Foldering

Documents in folders may be accessed at no charge for 12 months after the initial chargeable view. In transactional billing sessions, the initial chargeable view occurs the first time a document is viewed inside or outside of a folder. For hourly billing sessions, the initial chargeable view occurs the first time a document is viewed within a folder. This initial chargeable view will be charged at the applicable transactional document display charge. Documents viewed in a folder after 12 months will incur the then current Westlaw transactional document display charge. Hourly billing is suspended while browsing folders.

7. Offline Transmission Charges

A user may elect either per line or per document offline transmission billing in Preferences. Such election will be effective for all subsequent sessions unless the election is changed. Offline transmission charges apply to all printing and downloading to storage devices and e-mailing via Westlaw functionality for hourly billing sessions, unless otherwise indicated.

Per line charges range from \$0.04 to \$0.08

Per document charges range from \$10.00 to \$25.00

8. PDF Charges

Investext Analyst Reports	
Standard Reports	11.50 per page
Premium Reports	20.00 per page

All other PDF charges range from \$3.00-\$250.00 per image. No offline transmission charges apply.

9. Westlaw Doc & Form Builder

Westlaw Doc & Form Builder	\$14.00-\$138.00 per document
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10. Alert Services Charges

Alert Services Charges	
Alert Newsletter	\$0.00 per newsletter Capitol Watch
Tracks	6.00 per transaction
KeyCite Alert – Continuous	15.00 per day per transaction
KeyCite Alert – Daily	6.00 per transaction
KeyCite Alert – Non-Continuous	6.00 per transaction
Publication Alert	0.00 per transaction
WestClip Continuous	5.00 per day per transaction
WestClip Non-Continuous	0.00 per transaction

Alert charges incur on the run of the alert.



CLEAR Services Schedule A Commercial Subscriber's Accessing Enhanced CLEAR® Services

Subscriber will only receive access to the Enhanced CLEAR products listed on the Order Form. If Subscriber is ordering a fixed rate plan, the Monthly Enhanced CLEAR Charges appear on the Order Form and the rates set forth below are pro forma rates that apply to the transactional value of Subscriber's Enhanced CLEAR usage. Any users of Enhanced CLEAR Services must be credentialed prior to accessing.

1. Transactional Charges

i. Search Charges

Person Search	\$5.00 per search
Business Search	4.50 per search
SEC Filings	2.00 per search
DE Gateway Search	10.00 per search
DE Gateway Detail	15.00 per search
Asset Search	5.00 per search
Intellectual Property	2.00 per search
Phone Search-Public Record Phones	3.50 per search
Phone Search-Real Time Reverse Phone Number Gateway	1.50 per search
Public Records	
Photo Line-up Search	2.00 per search
Current Incarceration Search	3.50 per search
Recent Bookings Search	3.50 per search
License Search	5.00 per search
Court Record Search	4.50 per search
Web Analytics Search	1.75 per search
NPI Search	1.00 per search
Sanctions Search	5.00 per search
Real-Time Incarceration & Arrest Records (RTIA)	4.00 per search
World-Check Risk Intelligence	5.00 per search
Associate Analytics	1.00 per search
Company Family Tree	5.00 per search
Graphical View	5.00 per search
Graphical View Expansion	1.00 per search
Map Enhancements	0.25 per search
News Search	1.75 per search
Quick Analysis	1.00 per search
Contact View	1.50 per search
Alert Result – Full Text	9.00 per result
Alert Result – RTIA	4.00 per result
CLEAR ID Confirm	
Basic	5.00 per search
Advanced	5.50 per search
Premium	6.00 per search
CLEAR Risk Inform	
Basic	5.25 per search
Advanced	5.75 per search
Premium	6.25 per search
Real-Time Incarceration & Arrest Records (RI-RTIA)	2.00 per search
License Plate Recognition Search	1.00 per search

ii. Report Charges

AutoCheck Vehicle History Report	\$14.50 per report
Individual Report	15.00 per report
Add Associates to Report	2.00 per report
Basic Report	10.00 per report
Company Report	15.00 per report
Contact Report	10.00 per report
Business Credit Report	15.00 per report
Real Property Individual Reports	5.00 per report
Real Property Comprehensive Report	10.00 per report
Real Property Deed Image/Parcel Map Report	20.00 per report
License Plate Recognition Report	2.00 per report
CLEAR Risk Inform Person/Business Report	1.00 per report

2. Batch Services

i. CLEAR Batch Search Charges

Person Search	\$ 0.68 per row
Public Records Phone Search	.45 per row
Reverse Phone Search	.40 per row

ii. Batch Search Charges

Person Search	\$0.04 - \$5.00 per result and/or input
Document Search	\$0.04 - \$5.00 per result and/or input
CLEAR Risk Inform	\$0.40 - \$5.00 per result and/or input
CLEAR ID Confirm	\$0.40 - \$5.00 per result and/or input

iii. Batch Alert Charges

Person Alert	\$0.20 - \$5.00 per result and/or input
Company Alert	\$0.40 - \$5.00 per result and/or input
RTIA Alert	\$0.40 - \$5.00 per result and/or input

ADDENDUM TO THE CONSULTANT CONTRACT DOCUMENTS

This Addendum to the Consultant Contract Documents (“Addendum”) modifies the Consultant Contract Documents, which are individually identified in the “Professional Services Agreement” to the extent stated hereinbelow:

Document labeled “Document 1, TR Terms and Conditions”

- 1 Section 5(a), Payment and Taxes

The last sentence is deleted.

- 2 Section 7, Confidentiality

Add the following at the end of this section: “This Section 7 is subject to applicable public disclosure laws, including, but not limited to, the Illinois Freedom of Information Act (5 ILCS 140/1, et seq.)”

- 3 Section 9(d), Your obligations.

At the end of Section 9(d), add the following: “You will not have any liability under any provision of this Agreement for any punitive, incidental, consequential, special or indirect damages, including speculative, unforeseeable, exemplary damages or lost profits or for attorney’s fees.”

- 4 Section 10(a), Term

This Section 10(a) is hereby deleted.

- 5 Section 13(d), Governing Law

“New York” is hereby deleted and replaced with “Illinois.”

Document labeled “Document 2, Product Specific Terms”

- 1 Section entitled: “Contract Express (hosted and non-hosted)”

The last sentence is deleted and replaced with the following:

“You are responsible for all damages we incur. However, you will not have any liability under any provision of this Agreement for any punitive, incidental, consequential, special or indirect damages, including speculative, unforeseeable, exemplary damages or lost profits or for attorney’s fees.”

Explanation: See comment to 9(d) of the TR Terms and conditions, above.

Documents labeled Document 3, 4, 5, 6; consisting of each of the four West Order Forms

- 1 Section entitled “Government Subscribers Post-Minimum Term”

This section is hereby deleted.

- 2 Section entitled “Government Subscribers Post-Renewal Term”

This section is hereby deleted.

- 3 Next to last paragraph of Document 3, the sentence beginning “Monthly charges begin...” is hereby deleted.