



Oregon

Theodore R. Kulongoski, Governor

Department of Administrative Services
State Services Division
State Procurement Office
1225 Ferry Street SE
Salem, Oregon 97301.4285
Ph: 503.378.5383 / FAX 503.373.1626
jana.hart@das.state.or.us

Date: August 26, 2010

To: West Publishing Corporation,
dba West, A Thomson Reuters business, *Attn: Thomas Hamilton*

From: State of Oregon / Dept of Administrative Services / State Procurement Office

Re: Request for Signature: Participating Addendum 102-1764-10, Legal Subscription Services/
NASPO Master Price Agreement B26054

On behalf of Denna Coleman, thank you for your recent communications with the State of Oregon regarding a Participating Addendum for Legal Subscription Services based on Master Price Agreement B26054 with the State of Minnesota (PA 102-1764-10). An electronic file of PA 102-1764-10 accompanies this transmittal.


Please review and download the document and this transmittal, and if acceptable, indicate West Publishing Corporation's agreement by signature of the authorized representative in the area indicated on page 3 and completion and signature of Exhibit 2 on page 8. DAS SPO will appreciate a response soonest, and by close of business on **Monday, August 30, 2010**.

To expedite execution, please scan the partially executed PA 102-1764-10 and forward to the attention of Denna Coleman by reply eMail at Denna.Coleman@das.state.or.us with a cc: to me at jana.hart@das.state.or.us with the completed certification below. If scanning is not possible, please fax the documents and the completed certification below, to Ms Coleman's attention at 503.373.1626. In addition (regardless of electronic transmission method), *please forward at least one copy of each document and one copy of the completed certification below, all with original signatures, by overnight courier to Ms Coleman's attention at the address above.*

DAS SPO will provide fully executed copies of PA 102-1764-10 with original signatures shortly after receipt of the copies with original signatures from West Publishing Corporation. Please contact Ms Coleman at 503.378.5383 if you'd like to discuss or if we may be of assistance.

I certify that I received a file of **Participating Addendum 102-1764-10** described herein by electronic mail from DAS SPO on August 26, 2010.

On (please insert date) August 27, 2010, I signed the printed form of the Amendment without change from its electronically transmitted form. A copy of the Amendment containing my signature and dated August 27, 2010 are included with this transmission.

By:  Date: 8/27/2010

Printed Name: John S. Nelson

Title: Manager, Customer Contracts

PARTICIPATING ADDENDUM

for

Legal Subscription Services

Between

**Between West Publishing Corporation d/b/a West, a Thomson Reuters business
("Contractor" or "West")**

and

**the State of Oregon, acting by and through its
Department of Administrative Services State Procurement Office ("DAS SPO")
("Oregon" or "Participating State")**

NASPO Master Price Agreement (Contract Number B26054)

State of Oregon Participating Addendum (Contract No. 102-1764-10)

Participating Entity Name: State of Oregon

- 1. Scope and Order of Precedence:** On August 1, 2008, the State of Minnesota issued RFP No. L-373 on behalf of the State of Minnesota and for all National Association of State Procurement Officials ("NASPO") Participating States seeking offers from qualified and responsible proposers to provide Legal Subscription Services. West Publishing Corporation, dba West, a Thomson Reuters business ("Contractor") submitted a Proposal and was awarded a contract, the NASPO Master Price Agreement (Contract Number B26054) entered into between Contractor and the State of Minnesota ("Master Price Agreement"). The Master Price Agreement consists of the following:
 - a) Notification of Contract Award and Exhibits (including Price Schedules and Vendor Subscriber Agreements, Applicable Order Forms, Schedule A's)
 - b) RFP No. L-373, and
 - c) Contractor's Response to RFP.

The State of Oregon ("State" or "Oregon") is a member of NASPO and entitled to purchase products and services available in the Master Price Agreement. The State, by and through the Department of Administrative Services, State Procurement Office, on behalf of the State of Oregon and its agencies and other Authorized Purchasers, has elected to participate in this procurement, subject to the terms and conditions of this Participating Addendum. In the event of a conflict between the terms and conditions of this Participating Addendum, the Master Price Agreement and Purchase Orders or Vendor Subscription Agreements, Applicable Order Forms or Schedules A's, the following descending order of precedence applies:

- a) This Oregon Participating Addendum, less its exhibits;
- b) Exhibit No. 1 of the Oregon Participating Addendum (State Specific Terms and Conditions) which is hereby incorporated and applies to all transactions under this Participating Addendum;
- c) The Master Price Agreement, including its attachments as defined above (and in the order of precedence specified in the Master Price Agreement); and
- d) Any Purchase Order issued by an Authorized Purchaser pursuant to this Participating Addendum.

The purpose of this Participating Addendum is to establish an agreement to agree for the purchase of on-line legal research and other on-line services in the State of Oregon by Authorized Purchasers. DAS SPO makes no representation that any purchases will be made under this Participating Addendum and the State reserves the right to purchase the same or similar services from any third party. DAS SPO has no estimate of the volume of any of these potential purchases.

2. **Changes:** Oregon specific terms and conditions are set forth in Exhibit No. 1, attached hereto and incorporated by this reference.

3. **Primary Contacts:**

a. **Primary Participating Entity:**

The primary participating entity contact for this Participating Addendum is as follows:

Name: Denna Coleman, CPPB
DAS State Procurement Office
Address: 1225 Ferry Street SE U140
Salem, Oregon 97301-4285
Telephone: 503-378-5383
Fax: 503-373-1626
E-mail: denna.coleman@das.state.or.us

b. **Contractor Contact(s):**

The following individuals will act as key personnel for West:

Contact person for contract/addendum-related issues, modifications, and notices:

Name: Thomas Hamilton
Title: Contracts Counsel
Contractor: West Publishing Corporation, dba West, a Thomson Reuters
business
Address: 610 Opperman Drive
Eagan, MN 55123
Telephone: 651-687-5744
Fax: 651-687-5686
E-mail: thomas.hamilton@thomsonreuters.com

Contact person for questions about West's content offerings, price plans, new sales/new orders, training and basic account management:

Name: Scott Foster
Title: Government Regional Field Manager
Telephone: 602-373-3810
Fax: 602-296-0136
E-mail: scott.foster@thomsonreuters.com

4. **Master Price Agreement Number:** All purchase orders or Vendor Subscription Agreements, Applicable Order Forms or Schedule A's issued by procuring agencies within the jurisdiction of the participating addendum shall include the following Master Price Agreement number: B26054.

The Master Price Agreement Number MUST be shown on all Purchase Orders or Vendor Subscription Agreements, Applicable Order Forms or Schedule A's issued against this Agreement.

5. **Servicing Subcontractors:** The following servicing subcontractor(s) are authorized to perform services: None.

6. **Purchase Orders and Applicable Order Forms:** All purchase orders, Applicable Order Forms issued by Authorized Purchasers should include a reference to the Master Price Agreement No. B26054 and the State Participating Addendum No. 102-1764-10 for order tracking purposes

7. **West Order Forms:** Oregon has reviewed West's applicable Order Forms and hereby incorporates these documents into the Oregon Participating Addendum.

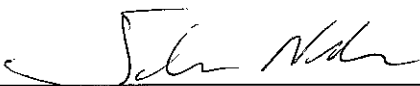
8. **Participating Addendum Integration:** This Participating Addendum and the Master Price Agreement together with their exhibits, set forth the entire agreement between DAS SPO and Contractor with respect to the subject matter of all previous communications, representations or agreements, whether oral or written with respect to the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

REPRESENTATIVE OF THE CONTRACTOR; ANY ALTERATIONS OR ERASURES MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of the Contractor that: (1) He/she is an Authorized Representative of the Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Participating Addendum, if any, issued, and to execute this Participating Addendum on behalf of Contractor; (2) Contractor is bound by and will comply with all requirements, specifications, and terms and conditions contained in this Master Price Agreement and Participating Addendum (including all listed attachments and Addenda, if any, issued; (3) Contractor will furnish the designated Goods and perform the Services in accordance with the Master Price Agreement and Participating Addendum specifications and requirements, and will comply in all respects with the terms; and (4) All affirmations contained in the RFP are true and correct.

CONTRACTOR: WEST PUBLISHING CORPORATION dba WEST, a Thomson Reuters business

Authorized Signature: 

By: (print name): John S. Nelson

Title: Manager, Customer Contracts

Date: 8/27/2010

Federal Tax ID#: 41-1426973

**THE STATE OF OREGON ACTING BY AND THROUGH ITS DEPARTMENT OF
ADMINISTRATIVE SERVICES STATE PROCUREMENT OFFICE**

Authorized Signature: Denna M. Coleman
By: (print name): Denna M. Coleman
Title: State Procurement Analyst
Date: 8-30-10

APPROVED AS TO FORM BY THE STATE OF OREGON DEPARTMENT OF JUSTICE

Authorized Signature: /s/ per e-mail dated 8-24-10
By: (print name): _____
Title: _____
Date: _____

EXHIBIT NO. 1

Oregon Specific Terms and Conditions

1. DEFINITIONS

For the purposes of this Participating Addendum, the following terms have the following meanings and any terms not defined herein have the meaning set forth in the Master Price Agreement:

1.1 “Authorized Agency” means any agency authorized pursuant to OAR 125-246-0170 to conduct procurements or take other actions.

1.2 “Authorized Purchaser” means entities that have chosen to purchase Goods, Products or Services under this Participating Addendum, including: Authorized Agencies, Independent Agencies, and local agencies under the Oregon Cooperative Purchasing Program, specifically including: cities, counties, school districts, special districts, Qualified Rehabilitation Facilities (QRF’s), and residential programs with the Oregon Department of Human Services.

1.4 “Independent Agencies” means those state agencies with independent procurement authority pursuant to ORS 279A.050, and other provisions of applicable Oregon law.

2. TERM OF THE PARTICIPATING ADDENDUM

The Term of the Participating Addendum begins when signed by the parties and upon receipt of all approvals required by law (“Effective Date”) and ends on termination of the Master Price Agreement, unless terminated earlier.

Oregon may terminate this Participating Addendum or Authorized Purchaser may terminate a Contract issued under this Participating Addendum, immediately upon notice, if Oregon or Authorized Purchaser fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the Goods to be purchased or the Services to be provided under the Participating Addendum or Contract, as applicable

3. INTEREST ON LATE PAYMENTS

No interest charges or late payment charges shall accrue, though, until forty-five (45) calendar days following Authorized Purchaser’s receipt of Contractor’s correct invoice. After forty-five (45) calendar days, Contractor may assess overdue account charges up to two-thirds (2/3) of one percent (1%) per month or the maximum amount allowed by law on the outstanding balance. All payments under this Participating Addendum are subject to the provision of ORS 293.462. Any and all obligations of Oregon or Authorized Purchaser under the Participating Addendum are subject to Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 - 30.300.

4. SURVIVABILITY

At the time of termination or expiration of a Participating Addendum, any existing multi-year agreement between the Contract Vendor and a Participating Agency as allowed under the Price Schedules, will remain in effect and continue to exist under the terms and conditions of the Master Price Agreement until the term expires as set forth in that multi-year agreement.

5. RECORDS MAINTENANCE; ACCESS TO RECORDS

Contractor shall retain, maintain, and keep accessible all records relevant to Contractor's performance under this Participating Addendum (collectively, "Records") for a minimum of six (6) years, or such longer period as may be required by applicable law following expiration or termination of the Participating Addendum, or until the conclusion of any audit, controversy or litigation arising out of or related to the Participating Addendum, whichever date is later. Contractor shall maintain all fiscal Records during the Record-retention period in accordance with generally-accepted accounting principles. Contractor shall provide Authorized Purchaser, the Oregon Secretary of State Audits Division and their duly authorized representatives with access to such fiscal records and to all other books, documents, papers, plans and writing of Contractor which relate to this Participating Addendum or a Contract under it to perform examination and audits and make excerpts and transcripts. Non-State Authorized Purchasers shall have access to only those records that relate to the Authorized Purchaser's Contracts.

6. COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS

Contractor shall comply with all federal, state and local laws, rules, regulations, executive orders and ordinances applicable to the Participating Addendum and Contracts issued under it, all of which are incorporated herein by reference to the extent applicable. Authorized Purchaser's performance under a Contract is conditioned upon Contractor's compliance with the obligations of contractors contemplated under ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein. Contractor shall, to the maximum extent economically feasible in the performance of this Participating Addendum, use recycled paper as defined in ORS 279A.010(1)(gg), recycled PETE products as defined in ORS 279A.010(1)(hh), and other recycled plastic resin products and recycled products as "recycled product" is defined in ORS 279A.010(1)(ii).

7. FOREIGN CONTRACTOR

If Contractor is not domiciled in or registered to do business in Oregon, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Participating Addendum. Authorized Purchaser shall be entitled to withhold final payment under the Participating Addendum until Contractor has met this requirement.

8. INDEPENDENT CONTRACTOR; CONFLICTS

If Contractor is currently performing work for Oregon or the federal government, Contractor warrants and certifies that: Contractor's performance of Services under the Participating Addendum creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employing Authorized Purchaser (state or federal) would prohibit Contractor's performance of Services under the Participating Addendum. Contractor is not an "officer", "employee", or "agent" of Authorized Purchaser, as those terms are used in ORS 30.265.

9. DEFENSE

THE OREGON ATTORNEY GENERAL MUST GIVE WRITTEN AUTHORIZATION TO ANY LEGAL COUNSEL PURPORTING TO ACT IN THE NAME OF, OR REPRESENT THE INTERESTS OF OREGON, ITS OFFICERS, EMPLOYEES AND AGENTS OR ANY COMBINATION OF THESE PRIOR TO SUCH ACTION OR REPRESENTATION. FURTHER, THE STATE OF OREGON, ACTING BY AND THROUGH ITS DEPARTMENT OF JUSTICE, MAY ASSUME ITS OWN DEFENSE, INCLUDING THAT OF ITS OFFICERS, EMPLOYEES AND AGENTS, AT ANY TIME

WHEN IN OREGON'S SOLE DISCRETION IT DETERMINES THAT (I) PROPOSED COUNSEL IS PROHIBITED FROM THE PARTICULAR REPRESENTATION CONTEMPLATED; (II) COUNSEL IS NOT ADEQUATELY DEFENDING OR ABLE TO DEFEND THE INTERESTS OF THE STATE OF OREGON, ITS OFFICERS, EMPLOYEES AND AGENTS OR ANY COMBINATION OF THESE; (III) IMPORTANT GOVERNMENTAL INTERESTS ARE AT STAKE; OR (IV) THE BEST INTERESTS OF OREGON ARE SERVED THEREBY.

10. REPORTS AND ADMINISTRATIVE FEES

In addition to any reports Contractor must send to the State of Minnesota pursuant to the Master Price Agreement, Contractor shall deliver to DAS SPO quarterly reports of total sales made under the Participating Addendum ("Volume Sales Reports"). The Volume Sales Reports (VSR) must be delivered electronically to the following e-mail address: vcaf.reporting@state.or.us.

11. AMENDMENTS

This Participating Addendum may be amended, modified, or supplemented only by a written amendment signed by DAS SPO and Contractor ("Amendment").

11.1 Anticipated Amendments. The parties anticipate that they might amend this Participating Addendum to purchase or acquire additional Goods, Products and Services directly related to the scope of the Goods, Products and Services described in the Master Price Agreement as approved by the State of Minnesota and incorporated into the Master Price Agreement. At such time as either party proposes any such Amendment, and to the extent necessary, State and Contractor shall negotiate to finalize the terms associated with the Amendment and shall reduce those terms to writing upon mutual agreement.

12. APPLICATION OF PUBLIC RECORDS LAW

Contractor acknowledges that any disclosures Contractor makes to Authorized Purchaser under this Participating Addendum are subject to application of the Oregon Public Records Law, including but not limited to ORS 192.410 – 192.505, the provisions for the Custody and Maintenance of Public Records, ORS 192.005 – 192.710, and of ORS 646.461 – 646.475.

13. PROTECTION OF PERSONAL INFORMATION

In addition to the data protection requirements set forth in the Master Price Agreement, Contractor shall comply with the Oregon Consumer Identity Theft Protection Act, ORS 646A.600 – 646A.628.

EXHIBIT 2

CONTRACTOR DATA AND CERTIFICATION

Name (tax filing): West Publishing Corporation

Contractor Authorized Signature: 

Date: 8/27/2010

Title: Manager, Customer Contracts

Address: 610 Opperman Drive, Eagan, Minnesota, 55123

Citizenship, if applicable: Non-resident alien: Yes No

Business Designation (check one):

Corporation

Partnership

Limited Partnership

Limited Liability Company

Limited Liability Partnership

Sole Proprietorship

Other: _____

Federal Tax ID#: 41-1426973

Above payment information must be provided prior to Addendum approval. This information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer identification submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to 31 percent backup withholding.

Certification: The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon Tax Laws (For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620); (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the above Contractor data is true and accurate.