



EXECUTIVE SUMMARY

Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Broward College exercised the authority delegated by the Board to authorize an Order Form with West Publishing Corporation/Thomson Reuters to upgrade the product mix for subscription services to Westlaw, an online software for legal research on an as-needed basis (blanket purchase order) until October 2026 by utilizing a bid waiver for information technology.. Fiscal Impact: Estimated \$19,500.00

Presenter(s): Elizabeth Beavin,

What is the purpose of this contract and why is it needed? Legal research is performed by the legal department using online databases that house primary and secondary legal resources. In order to meet the College administration's legal research needs, such an online service is needed. This contract provides access to the Westlaw legal research service from Thompson Reuters.

What procurement process or bid waiver was used and why? The bid waiver exception used was information technology resources per FLDOE Rule 6A-14.0734 and College Procedure A6Hx2-6.34.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting? The College provides an amount for all foreseeable legal expenses for the year.

What fund, cost center and line item(s) were used? FD100, CC0187; GLC: 64500 Other Services.

Has Broward College used this vendor before for these products or services? Yes.

Was the product or service acceptable in the past? Yes.

Was there a return on investment anticipated when entering this contract? No.

Was that return on investment not met, met, or exceeded and how? Not applicable.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? Legal services is a fuel to the Social Enterprise Plan.

Did the vendor amend Broward College's legal terms and conditions if the College's standard contract was used and was this acceptable to the Legal Office?

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable. This was approved and accepted by GC Levi Williams in October 2023.

FISCAL IMPACT:

Description: Estimated \$19,500.00 (spent over three years) BU102, CC0187, FD100, PG000193 (blanket purchase order)

10/25/23 CC0187 · Legal Services (\$6,500.00)

Oct.2023-2024

Board Item

10/25/24

CC0187 · Legal Services

Oct.2024-2025

10/25/26

CC0187 · Legal Services

Oct. 2025-2026

Meeting of August 20, 2024

(\$6,500.00)

(\$6,500.00)

TOTAL: (\$19,500.00)

Elizabeth Beavin

Elizabeth Beavin


6/20/2024

APPROVAL PATH: 12205 West Publishing CorporationThomson Reuters - Westlaw Subscription

 **Workflow**

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Elizabeth Beavin	Review		 Completed	
2	Alina Gonzalez	Review		 Completed	
3	Raj Mettai	Review		 Completed	
4	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
5	Zaida Riollano	Procurement Approval		 Completed	
6	Christine Sims	Budget Departmental Review		 Completed	
7	Rabia Azhar	CFO Review		 Completed	
8	Legal Services Review Group	Review and Approval for Form and		 Completed	
9	Electronic Signature(s)	Signatures obtained via DocuSig 		 Completed	
10	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
11	Board Clerk	Agenda Preparation		 Completed	
12	District Board of Trustees	Meeting	08/20/24 08:30 AM	 Pending	



Order Form

Order ID: Q-07652088

Contact your representative aaron.t.kidd@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

Account #: 1004122314
BROWARD COLLEGE
GENERAL COUNSEL
111 E LAS OLAS BLVD STE 522
FORT LAUDERDALE FL 33301-2206 US
“Customer”

Shipping Address

Account #: 1004122314
BROWARD COLLEGE
GENERAL COUNSEL
111 E LAS OLAS BLVD STE 522
FORT LAUDERDALE FL 33301-2206
US

Billing Address

Account #: 1004122314
BROWARD COLLEGE
GENERAL COUNSEL
111 E LAS OLAS BLVD STE 522
FORT LAUDERDALE, FL 33301-2206
US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as “Thomson Reuters”, “we” or “our,” in each case with respect to the products and services it is providing, and Customer will be referred to as “you”, or “your” or “Client”.

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf> In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$509.73	36

Minimum Terms

Your subscription is effective upon the date we process your order (“Effective Date”) and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Banded Product Subscriptions. You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. 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, we reserve the right to increase your charges as applicable.

Miscellaneous

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 shall be interpreted under Minnesota state law and any claim by one of us shall exclusively 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.

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 customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys’ fees.

Excluded Charges And Schedule A Rates. 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 in the below link. Excluded Charges may 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 9 the General Terms and Conditions.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

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.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. 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.

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: www.ThomsonReuters.com/DocIntel-PST

Product Specific Terms and Information Security Controls: The following product specific terms and information security controls shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Information Security Controls <http://tr.com/HighQ-InfoSec>

Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA>

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 <https://static.legalsolutions.thomsonreuters.com/static/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
- 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

This Order Form will expire and will not be accepted after 12/24/2023.



THOMSON REUTERS®

Attachment

Order ID: Q-07652088

Contact your representative aaron.t.kidd@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account
Account Number: 1004122314
This order is made pursuant to:

Order Confirmation Contact (#28)

Contact Name: Williams, Levi
Email: lwilli1@broward.edu

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

eBilling Contact

Contact Name Levi Williams
Email lwilli1@broward.edu

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1004122314	BROWARD COLLEGE	111 E LAS OLAS BLVD STE 522 FORT LAUDERDALE FL 33301-2206 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
2	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
2	Attorneys	42510228	Westlaw Edge National Primary Law, Enterprise access, Government
2	Attorneys	42958180	Practical Law with Dynamic Toolset, Government

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Levi	Williams	lwilli1@broward.edu	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex
42076680	Gvt - National Primary Core
42077754	Westlaw All Analytical, Enterprise access, Government

Charges During Minimum Term

Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3-4*	Year 4 Charges per Billing Freq	% incr Yr 4-5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	\$509.73	5.00%	\$535.22	5.00%	\$561.98	N/A	N/A	N/A	N/A	Monthly

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.



THOMSON REUTERS™

This document includes the date, time of your digital agreement with Thomson Reuters. For full terms & conditions, please review the order form, a copy of which will be emailed to you separately.

I have confirmed that I, Levi Williams, am expressly authorized to submit the Order Form, and accept the contract Terms and Conditions, on behalf of BROWARD COLLEGE.

Proposal-ID	Upband/PL 2023 ATK
--------------------	--------------------

Date/Time Stamp Proposal was accepted	10/25/2023 12:10 PM CDT
--	-------------------------

Name of Signer	Levi Williams
-----------------------	---------------

Account Name	BROWARD COLLEGE
---------------------	-----------------

Account Number	1004122314
-----------------------	------------

Products

West Proflex

Westlaw All Analytical, Enterprise access, Government

Westlaw Edge National Primary Law, Enterprise access, Government

Practical Law with Dynamic Toolset, Government