

CONTRATO NÚMERO: 2015-000013

Nombre del contratista: THOMSON REUTERS / WESTLAW DBA "COMPUCLERK"

Cuantía: \$25,000.00

COMMONWEALTH OF PUERTO RICO  
PUBLIC SERVICE COMMISSION  
SAN JUAN, PUERTO RICO

ONLINE LEGAL RESEARCH SERVICES CONTRACT  
CONTRACT NUMBER 2015-000013

APPEAR

AS TO THE FIRST PARTY: THE PUBLIC SERVICE COMMISSION OF  
PUERTO RICO, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED], hereafter THE AGENCY.

AS TO THE SECOND PARTY: THOMSON REUTERS / WESTLAW, doing  
business as "COMPUCLERK, INC.", organized in accordance with the laws of the  
Commonwealth of Puerto Rico, Tax Identification Number: [REDACTED], "Certificate of  
Eligibility" from the General Services Administration of Puerto Rico Number 4406, and  
represented on this act by the Director of Contract Management, Ellen Gillespie, of legal  
age, married, and resident of Eagan, Minnesota, hereafter THE SECOND PARTY.

Both parties with the legal capacity necessary to enter into this agreement freely  
and voluntarily:

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**DECLARE**

**WHEREAS, THE AGENCY** needs to contract online legal research services to provide assistance to our attorneys in the performance of legal research for the adjudicative proceeding, for legislative and regulation process, for rulings and opinions, and other legal matters pursuant to the agency operations.

**WHEREAS, THE AGENCY** considers that **THE SECOND PARTY** may provide the necessary online legal research engine services and have the ability and resources to duly perform the aforementioned services at satisfaction of **THE AGENCY**.

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**WHEREAS, THE AGENCY**, pursuant to the provisions of Law No. 109 of 1962, as amended, and Law No. 230 of July 25<sup>th</sup> of 1974, as amended, granting it the fiscal independence necessary to fund its operations and comply with its responsibilities under the Commonwealth of Puerto Rico, has the necessary authority to enter into this online legal research services contract with **THE SECOND PARTY**.

**THEREFORE**, both parties, having the necessary legal authority and capacity to do so, agree to engage in this contract subject to the following:

**I. CLAUSES AND CONDITIONS**

**I. Services to be Rendered**

**1.1 THE SECOND PARTY**, subject to the Proposal, called as "Government Products and Services From West", dated on July 2014, and "West Order Form and New Account/Credit Increase, dated on June 24, 2014 (hereafter, the Proposal), shall provided the online legal research services to **THE AGENCY**. The Proposal is incorporated as part of this contract and identified as "**Appendix A**" and "**Appendix**

B". In case of any conflict or inconsistency between any Clauses and Conditions of the Contract and the Proposal, this contract shall prevail over dispositions included in the Proposal.

**1.2 THE SECOND PARTY** must provide to **THE AGENCY** online access to "All Cases & Statutes, Puerto Rico Westlaw collections and Regulations Plus" for six (6) lawyers users passwords and up to six (6) additional passwords for assistants, and access to "All Cases & Statutes, Puerto Rico Westlaw collections and Regulations Plus" , as detailed in the Proposal incorporated as part of this contract as Appendix A and B, which included the following collections and services:

(a.) **Westlaw** - included access to the following materials:

- i. 50- State Caselaw- Cover appellate and trial cases from all 50 states, the District of Columbia, Guam, Puerto Rico, and the Virgin Islands;
- ii. 50- State Statutes Annotated and Unannotated- Statutes from all 50 states;
- iii. Federal Caselaw- includes US Supreme Court, US Courts of Appeals, US District Court, and specialized caselaw;
- iv. United States Code Annotated- incudes Titles 1-50, the US Constitution, federal court rules, and notes of decisions for current coverage of cases;
- v. State and Federal Primary Law- includes the integration of Puerto Rico cases, annotated statutes, court rules, along with cases contained in Supreme Court Reporter, Federal Reporter, First Circuit, United States Code Annotated, among other materials;
- vi. Puerto Rico State Resources- include Puerto Rico caselaw, Puerto Rico statutes and court rules, Puerto Rico Secretary of State Corporate Records, Puerto Rico journals and law review.

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vii. Regulations Plus: Code of Federal Regulations, Federal Register, Cross References with another resources and Agency Tracker.

(b.) **WestlawNext**- search engine designed to perform search by topic area or jurisdiction, use descriptive terms and get thorough results, and allowed users to filter, tag, folder and share information obtained.

(c.) **Consumer Support Services**- offered free 24/7 technical support, free 24/7 reference attorney research assistance, and free training.

**1.3: THE SECOND PARTY** shall not assign, transfer or in any way dispose of this contract or of its right, title or interest in the same, or of its power to execute it without the prior written consent of **THE AGENCY**.

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## II. Compensation

**2.1: THE SECOND PARTY** services will be rendered and will be compensated based on the monthly pricing schedule detailed in the Westlaw Proposal incorporated as part of this contract as Appendix A and B.

**2.2:** The total compensation payable during the term of this contract shall not exceed the amount of TWENTY FIVE THOUTHAND DOLLARS (\$25,000.00) and will be charged against account number 253-065-081-1998. **THE SECOND PARTY** is responsible to inform if any services requested by **THE AGENCY** will exceed or will be in addition to the amount of the monthly pricing schedule. **THE AGENCY** will decide if such services will be performed. **THE SECOND PARTY** will render the services after the contract is amended to the extent of increasing the amount of funds available. Without prior notice and approval, **THE AGENCY** will not compensate any services

that exceed the amount of funds designated for this contract, unless this contract is duly amended.

**2.3:** All billing for services shall be presented to **THE AGENCY** on a monthly basis no later than the 10<sup>th</sup> day of the following month, in triplicate, in an itemized format including a detail of the services rendered and the amount of funds left to complete the contract. The invoice shall also include the following certification:

"I certify, subject to the nullity of this contract if untrue, that no public officer from THE PUBLIC SERVICE COMMISSION of Puerto Rico, is part of, or has any interest whatsoever, in the proceeds or benefits due under the contract, subject to this invoice and, if there is any interest in the proceeds or benefits regarding the contract a waiver has been granted. The only existing consideration for providing the services or goods due under this contract has been the payment agreed to with THE PUBLIC SERVICE COMMISSION. The amount in this invoice is fair and correct. The services have been rendered according to the contract and they have not been paid."



No amount will be disbursed prior to the presentment and approval of the corresponding invoice. **THE AGENCY** reserves the right to perform the invoice revisions and audits it deems proper and necessary.

**III. Independent Contractor**

**3.1:** **THE SECOND PARTY** employees, due to its condition as an independent contractor, shall not have the right to state sick leave or vacations, State Insurance Fund and pension benefits, or any other fringe benefit granted by **THE AGENCY** to its employees as required by the relevant statutes. **THE SECOND PARTY** will be responsible to provide itself with a policy from the State Insurance Fund, if necessary and applicable, since **THE AGENCY** will no be held accountable for any damages or

injuries suffered by **THE SECOND PARTY** employees while providing the professional and advisory services agreed to under this contract.

**IV. Income Tax Obligations**

**4.1:** **THE SECOND PARTY** shall not be subject to a withholding of its fees for services rendered for the purposes of the Puerto Rico Income Tax Law considering that the services are not in the category of "professional services". Notwithstanding, **THE SECOND PARTY** shall be subject of said withholding fees if the Department of the Treasury of the Commonwealth of Puerto Rico issues a release to withhold fees for services income. **THE AGENCY** may notify the United States Revenue Services or the Puerto Rico Department of the Treasury of any payment and/or reimbursement made to **THE SECOND PARTY**. **THE SECOND PARTY** agrees, as a condition necessary for this contract, to present to **THE AGENCY** all certifications, releases and documents that evidence its actual tax condition, as requested by **THE AGENCY** or by its authorized representative.

**4.2:** **THE SECOND PARTY** certifies and guaranties that as of the date of this contract it has filed tax returns on earnings during the five (5) years prior to the current year. **THE SECOND PARTY** further certifies that as of the date of this contract it has no outstanding debt with the Commonwealth of Puerto Rico on account of taxes or patents, neither does it owe taxes for any personal or property tax to the Municipal Revenue Collection Center, nor for any other type of tax, excise tax or license with the Commonwealth of Puerto Rico or with a municipality. **THE SECOND PARTY** expressly acknowledges that the above statement is true and is an essential condition to

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this contract and that if not correct, in whole or in part, it will be sufficient cause for **THE AGENCY** to declare the present agreement void and **THE SECOND PARTY** will have the obligation to reimburse to **THE AGENCY** any amount received under this contract.

**V. Ethic Considerations**

5.1: Both parties certify that no official or employee of **THE AGENCY** or any member of their respective family units has a direct or indirect economic interest in the earnings or benefits resulting from this Contract, or any other interest adverse to the essential terms of the Contract.

5.2: **THE SECOND PARTY** certifies that up to date it has no pending matters to be adjudicated or awarded before **THE AGENCY** or any other agency, instrumentality, public corporation or political subdivision of the Government of Commonwealth Puerto Rico that will impede its ability to perform the services as agreed hereunder.

5.3: **THE SECOND PARTY** certifies that no member of the Corporation has been convicted, nor has it been found guilty, and to the best of its knowledge it is not the object of any investigation under a civil or criminal procedure or legal action before the local or federal court pertaining to a fault or felony against the public interest, good faith or the public duty, or involving public funds or public property. **THE SECOND PARTY** shall submit a sworn statement or the "Certificate of Eligibility" from the General Services Administration of Commonwealth of Puerto Rico indicating if he/she has not been convicted of felony or misdemeanor charges or plead guilty to any crime

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or an offense in Puerto Rico, State of the United States or in any other country. The crime or an offense, for whose conviction prohibition, included the following:

- (1) aggravated misappropriation, in all its modalities;
- (2) extortion;
- (3) construction fraud;
- (4) fraud in the execution of construction works;
- (5) fraud in the delivery of goods;
- (6) undue intervention in the processes of awarding bids or in government operations;
- (7) bribery, in all its modalities;
- (8) aggravated bribery;
- (9) offer to bribe;
- (10) undue influence;
- (11) crimes against public funds;
- (12) preparation of forged documents;
- (13) presentation of forged documents;
- (14) forgery of documents;
- (15) possession and transfer of forged documents.

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This sworn statement is an essential condition to this contract, thus if it is incorrect in whole or in part, **THE AGENCY** will have sufficient cause to declare this contract void, without need of providing prior notice, and **THE SECOND PARTY** will have the obligation to reimburse to **THE AGENCY** any amount received to date under the contract.

#### **VI. Breach of Contract and Compliance with applicable Laws and Regulations**

**6.1:** **THE AGENCY** may declare this contract immediately terminated upon the occurrence of one of the following events:

- A.** In the event **THE SECOND PARTY** breaches its obligations under this Contract.
- B.** That **THE SECOND PARTY** engages in a questionable or unlawful act.

C. That **THE SECOND PARTY** acts negligently, improperly or in a manner that reflects the abandonment of its duties under the contract and is unable to cure such performance.

**6.2:** **THE SECOND PARTY** agrees to comply with all local or federal laws, rules and regulations applicable to this Contract and to its execution, and had acknowledge of the provision of Law No. 84 of June 18, 2002, that establishes the Code of Ethics for Contractors, Suppliers and Solicitors of Economic Incentives or the Executive Agencies of the Commonwealth of Puerto Rico.

### VII. Miscellaneous Provisions

**7.1:** **THE PARTIES** acknowledge that compensation under this Contract is subject to its filing and registration before **THE AGENCY** of the Comptroller of the Government of Puerto Rico as required by the Law No. 18 of October 30, 1975, as amended.

**7.2:** **THE SECOND PARTY** shall not discriminate against any person or entity due to race, gender, religion, economical condition or political affiliation.

**7.3:** **THE SECOND PARTY** agrees to appear before any forum or court of law jurisdiction at the request of **THE AGENCY** to offer testimony pertaining to the services rendered under this agreement.

**7.4:** **THE SECOND PARTY** releases **THE AGENCY**, its employees and its officials, harmless from any claim, suit or complaint arising directly or indirectly from **THE SECOND PARTY'S** negligence in the performance or execution of this agreement, and from the payment of any judgments, as well as from the payment of litigation

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expenses, interests and attorneys fees. This clause shall be interpreted in the manner most favorable to **THE AGENCY**.

7.5: **THE AGENCY** shall not be responsible, directly or indirectly, for a loss or damage suffered by any person or entity, as a result of the execution of this Contract, or of the operation or activity that is the subject of this Contract unless such loss or damage is the result of the negligence of **THE AGENCY**.

7.6: This Contract shall in all respects be interpreted in accordance with the law of the Commonwealth of Puerto Rico. **THE PARTIES** agree that any dispute relating to or arising under this contract will be resolved by the Courts of the Commonwealth of Puerto Rico.

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7.7: Any alteration, modification or amendment to this Contract shall be void unless such alteration, modification or amendment is in writing and signed by an authorized representative of **THE PARTIES**.

7.8: This Contract contains the entire understanding of **THE PARTIES** relating to the subject matter described herein and it supersedes all previous verbal and written agreements between **THE PARTIES**.

7.9: In case the Courts of Justice declare null a clause of the present contract, the remaining clauses will remain in all their force and effect.

**VIII. Effective date and Duration of the Contract**

8.1: This contract will be in effect from the date of its execution until **June 30, 2017**. However, to avoid service interruptions and only if **THE AGENCY** has authorization, available budgeted funds for it, and **THE SECOND PARTY** is notified,

at the end of the initial term of this Contract it will automatically renew for an additional thirty (30) day period, subject to the same terms and conditions of this Contract. The thirty (30) day automatic renewal period will terminate when a new contract for the new fiscal year is signed by both parties, or when the thirty (30) days elapsed, whichever comes first. In the event that **THE SECOND PARTY** continues to hold Deposits after the expiration or termination of this Agreement, the terms of this Agreement shall continue to apply until all Deposits have been removed from **THE SECOND PARTY'S** facility.

Nevertheless, **THE AGENCY** may cancel this contract after thirty (30) days written notice is served to **THE SECOND PARTY**, without incurring in responsibility or subject to penalty fee for early cancellation. **THE SECOND PARTY** will be entitled to compensation for the amount owed and accrued until such termination date. Notwithstanding the above, **THE SECOND PARTY** agrees to complete any task that is unfinished at the termination date and will be compensated accordingly.

**IN WITNESS WHEREOF, THE PARTIES** accept this contract in the manner it has been written since it faithfully reflects their intent and will. **THE PARTIES SUBSCRIBE** this contract, and declare their agreement to comply with all its clauses and conditions.

In San Juan, Puerto Rico, this 7<sup>th</sup> day of July 2014.

**PUBLIC SERVICE COMMISSION OF  
PUERTO RICO**

**COMPUCLERK, INC.**

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OMAR NEGRON JUDICE  
PRESIDENT



Ellen Gillespie  
Director of Contract Management

