

**SERIAL 07141 RFP ON-LINE LEGAL RESEARCH SERVICE  
CONTRACT – LexisNexis**

**DATE OF LAST REVISION: October 15, 2008 CONTRACT END DATE: September 30, 2011**

**CONTRACT PERIOD THROUGH SEPTEMBER 30, 2011**

TO: All Departments  
FROM: Department of Materials Management  
SUBJECT: Contract for **ON-LINE LEGAL RESEARCH SERVICE**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **October 15, 2008 (Eff. 10/01/08)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

DL/mm  
Attach

Copy to: Materials Management  
Amie Bristol, MCSO  
Max Bessler, Legal Defender  
Jennifer Murray, Law Library  
Michele Donnelly, MCAO  
Kelly Farrow, Public Defender  
Bruce Peterson, Office of the Legal Advocate

(Please remove Serial 00230-RFP from your contract notebooks)



## CONTRACT PURSUANT TO RFP

**SERIAL 07141-RFP**

This Contract is entered into this 15<sup>th</sup> day of October, 2008 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and LexisNexis, a division of Reed Elsevier, Inc. ("Contractor") for the provision of On-Line Legal Research services.

### 1.0 **CONTRACT TERM:**

- 1.1 This Contract is for a term of three (3) years, beginning on the 1<sup>st</sup> day of October, 2008 and ending the 30<sup>th</sup> day of September, 2011, unless County exercises its option to renew the term in accordance with section 1.2 below.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of six (6) years, (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to renew the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

### 2.0 **FEE ADJUSTMENTS:**

Any requests for reasonable fee adjustments must be submitted sixty (60) days prior to the current Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

### 3.0 **PAYMENT:**

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.
- 3.3 Invoices.
  - 3.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:
    - Company name, address and contact
    - County bill-to name and contact information
    - Contract serial number
    - County purchase order number
    - Invoice number and date
    - Payment terms

- Date of service or delivery
- Quantity
- Description of service provided
- Tax as applicable
- Pricing per unit of service
- Extended price
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

3.3.3 Payment may be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program, if Contractor so elects. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor may fill-out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document ([www.maricopa.gov/finance/](http://www.maricopa.gov/finance/)).

3.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

#### 4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The Director shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

#### 5.0 DUTIES:

The Contractor shall provide services stated in Exhibit "B" or as otherwise directed in writing.

#### 6.0 TERMS and CONDITIONS:

##### 6.1 REQUIREMENTS CONTRACT:

6.1.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

6.1.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of

product or performance of services prior to issuance of a purchase order or notice to proceed.

6.1.3 Purchase orders shall be cancelled in writing.

6.2 INDEMNIFICATION:

6.2.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

6.2.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

6.2.3 The scope of this indemnification does not extend to the sole negligence of County.

6.3 INSURANCE REQUIREMENTS:

6.3.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.3.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.3.3 Contractor's insurance shall be primary insurance as respects District, and any insurance or self-insurance maintained by District shall not contribute to it.

6.3.4 Contractor's insurance shall be primary insurance as respects County.

6.3.5 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.3.6 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.3.7 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against

County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.3.8 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.3.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.3.10 Workers' Compensation.

6.3.10.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

6.3.10.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.3.11 Certificates of Insurance.

6.3.11.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.**

6.3.11.2 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.3.11.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.3.12 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.4 INTERNET CAPABILITY:

It is the intent of Maricopa County at its option, to utilize the Internet to communicate and to place orders under this Contract.

6.5 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Materials Management Department  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

For Contractor:

LexisNexis, a division of Reed Elsevier, Inc.  
Attn: Chief Legal Officer  
125 Park Avenue, 23<sup>rd</sup> Floor  
New York, New York 10017  
Telephone: 212.309.8144  
Facsimile: 212.309.5401  
E-mail:

With copy to:

LexisNexis, a division of Reed Elsevier, Inc.  
Attn: Customer Legal Services  
9443 Springboro Pike  
Miamisburg, Ohio 45342  
Telephone: 937.865.6800  
Facsimile: 937.865.1211

6.6 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.7 TERMINATION FOR DEFAULT:

6.7.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

6.7.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

6.7.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

6.7.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**6.8 RIGHT OF PARTIAL CANCELLATION:**

If more than one service category (Work Statement) is funded by this Contract, County reserves the right to terminate this Contract or any part thereof based upon the Contractor's failure to perform any part of this Contract without impairing, invalidating or canceling the remaining service category (Work Statement) obligations.

**6.9 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**6.10 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:**

The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR, Part 76, and its principals.

6.10.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

6.10.2 Have not within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.10.3 Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Section 7.12.1.2 of this certification; and

6.10.4 Have not within a 3-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause of default.

6.10.5 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to this Contract.

6.10.6 The Contractor agrees to include, without modification, this provision in all lower-tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower-tier covered transactions related to this Contract.

6.11 **OFFSET FOR DAMAGES:**

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.

6.12 **ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

6.13 **SUBCONTRACTING:**

6.13.1 The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

6.13.2 Notwithstanding the foregoing, Contractor may freely transfer or assign this Contract upon written notice to the County, but without consent to: (i) any affiliate of LexisNexis, including without limitation, any parent, division or subsidiary of Reed Elsevier, Inc.; or (ii) any successor in interest to Contractor. The assignor/transferor shall remain liable for correct performance of this Contract by the assignee/transferee.

6.14 **AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

6.15 **RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.16 **AUDIT DISALLOWANCES:**

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.17 **ALTERNATIVE DISPUTE RESOLUTION:**

6.17.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory

arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.17.1.1 Render a decision;

6.17.1.2 Notify the parties that the exhibits are available for retrieval; and

6.17.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.17.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

6.17.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

**6.18 CONTRACT COMPLIANCE MONITORING:**

County shall monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract.

6.18.1 If any of the services do not conform to Contract requirements, County may require the Contractor to provide/perform the services again in conformity with Contract requirements, at an increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:

6.18.1.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.18.1.2 Reduce the Contract price to reflect the reduced value of the services provided.

6.18.2 If the Contractor fails to promptly provide/perform the services satisfactorily or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.18.2.1 By Contract or otherwise, provide/perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or

6.18.2.2 Terminate the Contract for default.

6.19 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §23-214 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.19.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

6.19.2 The County may request verification of compliance for any Contractor of subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.20 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services of same quantities and same terms and conditions.

6.21 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract. In addition, the parties will endeavor in good faith to replace any invalid or unenforceable provisions with a valid or enforceable one that most closely embodies the parties' original intentions.

6.22 RIGHTS IN DATA:

6.22.1 The County shall own have the use of all data and reports, if any, resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.22.2 Nothing in this Section shall mean or refer to Contractor's Online Services and LN Services, or data contained therein.

6.23 STRICT COMPLIANCE:

Acceptance by County of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations. All changes in performance obligations under this Contract must be in writing.

6.24 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.25 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona.

6.26 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, the terms of this Contract shall prevail. If there is a conflict between this Contract and any provision incorporated by reference, solely with respect to using the Contractor's Online Services and the "Materials" contained therein (e.g., searching, printing, downloading, etc.), then the conditions incorporated by reference for access to and use of the Contractor's Online Services will control such usage.

6.27 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract.

6.27.1 Exhibit A, Pricing.

6.27.2 Exhibit B, Scope of Work.

6.27.3 Exhibit C, LexisNexis LN Subscription Agreement and LN Fixed Price Amendment for S&LG.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

David L. Lyons  
AUTHORIZED SIGNATURE

David L. Lyons Sr. Pricing Analyst  
PRINTED NAME AND TITLE

7443 Springboro Pike Miamisburg Oh. 45342  
ADDRESS

9/4/08  
DATE

MARICOPA COUNTY

[Signature]  
CHAIRMAN, BOARD OF SUPERVISORS

OCT 15 2008  
DATE

ATTESTED:

[Signature]  
CLERK OF THE BOARD

OCT 15 2008  
DATE

APPROVED AS TO FORM:

[Signature]  
DEPUTY MARICOPA COUNTY ATTORNEY

10/3/8  
DATE



**1.0 PRICING** (Prices to be based upon number of users and current titles listed in Exhibit 3)

For purposes of pricing below, a "user" is an attorney, investigator or government professional within the agency. Note: paralegals, secretaries and law clerks will receive IDs at **no additional cost**.

DEPARTMENT		BUNDLED PRODUCT NAME*	CATALOG MONTHLY PRICE	PERCENT OFF LIST PRICE	NET MONTHLY PRICE
1.1	County Attorney (340~360 users)	<u>National County Attorney Bundle</u> <ul style="list-style-type: none"> <li>• Pure Lexis</li> <li>• News Large Group</li> <li>• Arizona Enhanced</li> <li>• SmartLinx</li> <li>• Antieau on Local Government</li> <li>• Municipal Litigation Reporter</li> <li>• Law of Negligence in Arizona</li> </ul>	<u>\$22,375.00</u>	<u>60.0%</u>	<u>\$8,950.00</u>
1.2	Public Defender (275~300 users)	<u>National Public Defender Bundle</u> <ul style="list-style-type: none"> <li>• Pure Lexis</li> <li>• National Briefs</li> <li>• Law of Negligence in Arizona</li> </ul>	<u>\$9,188.00</u>	<u>60.0%</u>	<u>\$3,675.00</u>
1.3	Legal Defender (75~100 users)	<u>National Legal Defender Bundle</u> <ul style="list-style-type: none"> <li>• Pure Lexis</li> <li>• SmartLinx</li> <li>• Law of Negligence in Arizona</li> </ul>	<u>\$3,975.00</u>	<u>60.0%</u>	<u>\$1,590.00</u>
1.4	Legal Advocate (45~55 users)	<u>National Legal Advocate Bundle</u> <ul style="list-style-type: none"> <li>• Pure Lexis</li> <li>• Law of Negligence in Arizona</li> </ul>	<u>\$1,125.00</u>	<u>60.0%</u>	<u>\$450.00</u>
1.5	Law Library (8~12 users)	<u>Law Library Bundle</u> <ul style="list-style-type: none"> <li>• Pure Lexis</li> <li>• News Large Group</li> <li>• Government Attorney Matthew Bender</li> <li>• Prosecutor/Public Defender Premium</li> <li>• Law of Negligence in Arizona</li> </ul>	<u>\$1,103.00</u>	<u>60.0%</u>	<u>\$441.00</u>
1.6	Sheriff's Office (15~20 users)	<u>Law Enforcement Bundle</u> <ul style="list-style-type: none"> <li>• Pure Lexis</li> <li>• National Briefs</li> <li>• Prosecutor/Public Defender Premium</li> <li>• SmartLinx</li> <li>• Law of Negligence in Arizona</li> </ul>	<u>\$2,640.00</u>	<u>60.0%</u>	<u>\$1,056.00</u>
1.7	General Government (2~5 users)	<u>AZ Cases &amp; Full Federal</u> <ul style="list-style-type: none"> <li>• Arizona Enhanced</li> <li>• Full Federal</li> <li>• Law of Negligence in Arizona</li> </ul>	<u>\$120.00</u>	<u>60.0%</u>	<u>\$48.00</u>

1.8 Juvenile Public Defender      Number of users to be determined

**2.0 Percent off Catalog Price for CD's and/or Books** See below

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LexisNexis offers Maricopa County a dual media discount of up to 50% on new purchases if the office also subscribes to the same titles on LexisNexis online services. The County will also receive any other applicable discounts or promotions for new purchases at time of purchase. Some exclusions may apply. All the print discounts apply to new purchases only and not to renewals, updates or existing subscriptions. You may browse our catalog of publications online at <http://bookstore.lexis.com/bookstore/catalog>. Please contact your account manager Barbara Kempf for information about our print publications. She can be reached at 1-800-424-4200 X3627 or by email at [Barbara.Kempf@lexisnexis.com](mailto:Barbara.Kempf@lexisnexis.com).

LexisNexis is also pleased to offer the County a 15% discount on all other new purchases of print or CD titles. All the discounts apply to new purchases only and not to renewals, updates or existing subscriptions. You may browse our catalog of publications online at <http://bookstore.lexis.com/bookstore/catalog>.

For your convenience, we include below a listing of popular Arizona print materials and their accompanying list prices. Shipping and handling charges will be added at the time of purchase and will appear as separate line items on invoices. For details about shipping and handling fees, please contact your account manager.

<b>State Specific Print LexisNexis Titles</b>	<b>Price</b>
LexisNexis Annotated Arizona Revised Statutes	\$446.00
Arizona Advance Code Service, 2008	\$48.00
AZ Criminal & Traffic Manual	\$27.00
Arizona Education Laws and Rules	\$43.00
The Law of Negligence in Arizona	\$135.00
Arizona DUI: A Manual for Police, Lawyers, and Judges 2007-2008 Edition w/CD-ROM	\$33.00
Shepard's AZ Citations Subscription	\$1,753.00

For a complete listing of all titles offered by LexisNexis please browse our bookstore online at <http://bookstore.lexis.com/bookstore/catalog>.

**3.0 Other Pricing Options**

– Please See Tab "3.1 lexis.com Add-Ons" for other *lexis.com* options and pricing that agencies may add to their flat-rate plans. It includes pricing for agencies that either wish to add databases to content bundles in Section 1.0 or do not wish to purchase from the selection of content bundles.

– Please see Tab "3.2 – Accurint Pricing" for costs relating to our premier Accurint public records solutions.

### 3.1 Lexis.com Add-On Pricing

Agencies may add *lexis.com* content and pricing below to their flat-rate plans. These are options for agencies that either wish to add databases to content bundles in Section 1.0 or do not wish to purchase from the selection of content bundles.

Primary Content Price Per User Per Month									
Number of Users	1	2-5	6-10	11-50	51-100	101-150	151-200	201-250	250+
Pure Lexis & National Briefs	\$ 45	\$ 42	\$ 40	\$ 35	\$ 30	\$ 28	\$ 25	\$ 20	\$ 15
SmartLinx	\$ 55	\$ 45	\$ 40	\$ 38	\$ 35	\$ 30	\$ 25	\$ 18	\$ 15
Arizona Public Records	\$ 20	\$ 18	\$ 16	\$ 15	\$ 12	\$ 10	\$ 8	\$ 5	\$ 5
News Large Group	\$ 35	\$ 30	\$ 28	\$ 25	\$ 22	\$ 20	\$ 18	\$ 15	\$ 8
Arizona Enhanced	\$ 28	\$ 25	\$ 22	\$ 20	\$ 18	\$ 15	\$ 12	\$ 10	\$ 7
Full Federal	\$ 38	\$ 35	\$ 32	\$ 30	\$ 25	\$ 20	\$ 18	\$ 15	\$ 8

Secondary Content Price Per User Bucket Per Month									
User Bucket (total # of users)	1	2-5	6-10	11-50	51-100	101-150	151-200	201-250	250+
Government Attorney Matthew Bender	\$ 300	\$ 450	\$ 630	\$ 882	\$ 1,191	\$ 1,548	\$ 2,012	\$ 2,415	\$2,898
Prosecutor/Public Defender Premium	\$ 200	\$ 300	\$ 420	\$ 588	\$ 794	\$ 1,032	\$ 1,342	\$ 1,610	\$1,932
Municipal Litigation Reporter	\$ 25	\$ 37	\$ 51	\$ 72	\$ 97	\$ 126	\$ 164	\$ 197	\$ 237
Antieau on Local Government	\$ 60	\$ 90	\$ 126	\$ 177	\$ 239	\$ 311	\$ 404	\$ 485	\$ 581
National Restatements	\$ 53	\$ 79	\$ 110	\$ 154	\$ 208	\$ 271	\$ 352	\$ 423	\$ 507
AAA Labor Arbitration Awards	\$ 53	\$ 79	\$ 110	\$ 154	\$ 208	\$ 271	\$ 352	\$ 423	\$ 507
Public Contracts	\$ 100	\$ 150	\$ 210	\$ 294	\$ 397	\$ 516	\$ 671	\$ 806	\$ 967
Administrative Law Treatise	\$ 99	\$ 149	\$ 209	\$ 292	\$ 395	\$ 513	\$ 667	\$ 800	\$ 960
All Clauses	\$ 109	\$ 164	\$ 229	\$ 321	\$ 433	\$ 563	\$ 732	\$ 879	\$1,055
Zoning & Land Use	\$ 73	\$ 109	\$ 153	\$ 214	\$ 289	\$ 376	\$ 488	\$ 586	\$ 703
Government Contract Treatise	\$ 83	\$ 125	\$ 175	\$ 245	\$ 331	\$ 430	\$ 559	\$ 670	\$ 805
Federal Practice Forms	\$ 127	\$ 191	\$ 268	\$ 375	\$ 506	\$ 657	\$ 855	\$ 1,025	\$1,231
Weinstein's Federal Evidence	\$ 90	\$ 135	\$ 190	\$ 265	\$ 358	\$ 466	\$ 606	\$ 727	\$ 872
Larson's Employment Discrimination	\$ 65	\$ 98	\$ 137	\$ 191	\$ 258	\$ 336	\$ 437	\$ 524	\$ 629
Larson's Workers' Compensation	\$ 78	\$ 118	\$ 165	\$ 230	\$ 311	\$ 405	\$ 526	\$ 631	\$ 757
Nichols on Eminent Domain	\$ 134	\$ 201	\$ 281	\$ 393	\$ 531	\$ 690	\$ 897	\$ 1,076	\$1,291
Immigration Law Matthew Bender	\$ 56	\$ 84	\$ 118	\$ 165	\$ 222	\$ 289	\$ 376	\$ 451	\$ 541

Jury Verdict, Dockets & Settlements	\$ 25	\$ 37	\$ 51	\$ 72	\$ 97	\$ 126	\$ 164	\$ 197	\$ 237
California Practice Guides	\$ 68	\$ 102	\$ 143	\$ 200	\$ 269	\$ 350	\$ 455	\$ 547	\$ 656
California Forms of Pleadings & Practice	\$ 161	\$ 242	\$ 338	\$ 473	\$ 639	\$ 831	\$ 1,080	\$ 1,296	\$ 1,555
Rabkin & Johnson Current Legal Forms	\$ 103	\$ 154	\$ 216	\$ 303	\$ 408	\$ 531	\$ 690	\$ 828	\$ 994

### 3.2 Accurint Pricing

#### Per User Pricing Schedule

Under this pricing structure, agencies would be billed a flat-rate monthly fee for most Accurint searches and features. Searches and features that are included in the flat-rate plan are listed as “standard features” in each of the Schedule A “Per User Subscription” price sheets, attached in the "Proposal Exception" sections. Those sheets also list per-search prices that agencies will incur for special features that are not included automatically in flat-rate plans. The following pages include monthly flat-rate pricing for Accurint premium features that an agency may wish to include in its Accurint plan. An agency that includes these features in a monthly flat-rate plan would not incur per-search charges for those features.

Product	Accurint for Law Enforcement	Accurint for Law Enforcement
	Accurint for Government	Accurint for Government
<b>Users</b>	<b>Monthly Per User Fee (Pricing is Per Agency)</b>	
1 to 5	\$130.00	\$140.00
6 to 10	\$125.00	\$135.00
11 to 25	\$120.00	\$130.00
26 to 50	\$117.60	\$127.40
51 to 100	\$115.15	\$124.95
101 to 250	\$112.31	\$122.14
251 to 500	\$109.70	\$119.54

#### Premium Features Add-On Pricing

- Applies to Per-Agency Pricing Schedule
- Refer to “Premium Feature Key” below to determine which feature is available on specific Accurint platforms.

Feature	Users	1 feature	2 features	3 features	4 features
		Monthly Per User Fee			
People At Work	1-500	\$10.00	\$17.50	\$25.00	\$32.50
Advanced Person Search					
Advanced Sexual Offender					

Wireless Access				
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**Premium Plus Features Add-On Pricing**

- Applies to Per-Agency Pricing Schedule
- Refer to “Premium Feature Key” below to determine which feature is available on specific Accurint platforms.

Feature	Monthly Per-User Fee
News	\$35
Phones Plus	\$25
Phones Plus w/Gateway	\$40
Aerial Imaging	\$20
Advanced Sexual Offender Alerts	
15 Alerts	\$15
30 Alerts	\$27
60 Alerts	\$45

**Premium Feature Key**

	Accurint for Law Enforcement	Accurint for Law Enforcement Plus	Accurint for Government	Accurint for Government Plus
<b>Premium Features</b>				
People At Work				
Advanced Person Search				
Wireless Access				
Advanced Sexual Offender Search				
<b>Premium Plus Features</b>				
News				
Phones Plus				
Phones Plus (w/Gateway)				
Aerial Imaging				
Advanced Sexual Offender Alerts				

 means Available

**Transactional Pricing Schedule**

Under this pricing structure, an agency may choose to be billed on a purely transactional basis rather than on a monthly flat-rate basis. This pricing requires a \$30 per-month minimum commitment from each agency, regardless of the number of users. Each agency would incur charges for each search, pursuant to prices listed in the Schedule A “Transactional” price sheets, included in the “Proposal Exceptions” section. The only Accurint solutions available on a purely transactional basis are Accurint for Law Enforcement and Accurint for Government.

Product	Accurint for Law Enforcement
	Accurint for Government
Minimum Monthly Commitment	\$30

Non-Subscription Features	
The following features are available only on a transactional basis:	
• Satellite Images	• D&B Search
• MVR's	• Onsite Civil and Criminal Court Search
• Property Deed Images	• XML
• Bankruptcy Dockets	• Smart Jury
• DE Corporation Search and Report	• Batch Wizard

**EXHIBIT B  
SCOPE OF WORK**

Contractor shall provide on-line legal research services bundled in packages of sources as well as ala-carte sources from Contractor's catalogs of products/services.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number to satisfy the County's needs.

Other governmental entities under agreement with the County may have access to services provided under this Contract.

1.0 ONLINE LEGAL RESEARCH REQUIREMENTS:

Online legal research access via the Internet to specified legal resources residing on the Contractor's server(s). The specified legal resources shall be updated on a regular basis. Following are the minimum research requirements desired by County agencies.

1.1 Arizona-Related Legal Research Requirements.

Arizona-related legal research may include the specified legal resources as a subset, or library, of a larger on-line database. Arizona-related legal research services and materials should include, but not be limited to, the following:

- Arizona Court Decisions
- Arizona Revised Statutes
- Arizona Digest
- Arizona Administrative Code
- Arizona Legal Forms
- Arizona Practice Guides
- Arizona Jury Verdicts
- Arizona Trial Court Orders
- Arizona Attorney General Opinions
- Pacific Reporter 2<sup>nd</sup>
- 9th Circuit Court of Appeals Decisions
- 9th Circuit Federal District Court Decisions
- Shepard's Arizona and Pacific Citations (Shepard's is a brand name. An equivalent product/service is acceptable.)
- U.S. Supreme Court decisions

1.2 Primary U.S. Legal Documents.

All primary U.S. legal documents, including all state and federal statutes, all state and federal court decisions, and all state and federal administrative regulations and decisions, must be included. Search capabilities shall include ability to search these databases both individually and collectively (i.e., "allfile" or "super allfile").

1.3 Secondary Legal Research Databases.

Secondary legal research services shall include, but not be limited to, databases such as the following: ALR 3rd, 4th, 5th and Federal; American Jurisprudence (Am Jur) 2nd; Restatements of Law; and law journals.

1.4 Standard Databases.

These are the normal databases that include case law and statutes for the states. These databases search for case law and/or statutes in one state at a time.

1.5 Allfile Databases.

These are databases that search all 50 states for case law at one time for one query.

1.6 Super Allfile Databases.

These databases do what the Allfile databases do, but they add some specialty areas like the Court of Appeals, etc.

1.7 Highlights Databases.

This database contains articles that highlight specific subjects, i.e., environmental law, intellectual property laws, etc. It is more specialized, and deals with newer areas of law where there isn't much information elsewhere.

1.8 Premium Databases.

This database contains specialized legal research tools such as AmJur, Corpus Juris Secundum (CJS), and the American Law Reports (ALR).

1.9 Offline Automated.

This database specifically deals with the tasks of saving data, printing and downloading to disk, offline. It's technology-based rather than being an actual research resource. Printing should include both electronic format and, if available, pdf format of documents.

1.10 Citation Checking/Brief Checking.

1.10.1 A citation checking tool that automatically extracts and checks every citation in a document, saving the input of each cite individually and running the checks separately.

1.10.2 Service to reflect or report on particular cases as to whether they are still current and 'good law'.

1.11 Clipping Services.

A service that accepts a query then automatically and periodically checks for new information, (i.e., case law, law articles, etc.), about the requested subject matter in the query

1.12 News Databases.

Databases that include current content from major newspaper publications, including, but not limited to the Arizona Republic, Los Angeles Times and the New York Times.

1.13 Legal News.

This database contains legal news articles. Search capabilities shall include ability to search these databases both individually and collectively (e.g. 'allfile' or super allfile').

1.14 Public Records.

This database contains access to public records resources for investigative purposes. Search capabilities shall include ability to search these databases both individually and collectively (e.g. 'allfile' or 'super allfile').

2.0 IMAGES AND MONTHLY SUBSCRIPTION CHARGES:

This service allows images (photos, charts, etc.) to be extracted and inserted in documents; or also gathers the images within documents that have been prepared, and covers any subscription charges, if any, from publishers who own the copyrights to those images and that article.

**3.0 TRAINING:**

Competent, continuously available training needs to be a primary objective. There should be no extra charge for this training and it must include beginning, intermediate and advanced types of instruction. Proposals shall include a full description of the Respondent's end-user training materials and services, including print and electronic format user manuals, and in-person training services.

**4.0 STRATEGIC ALLIANCE for VOUME EXPENDITURES (\$AVE):**

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the Contractor, a member of \$AVE may have access to this Contract.

**5.0 ACCEPTANCE OF SERVICES:**

Upon completion of each task, Contractor's work shall be deemed accepted if Contractor's work is complete, accurate and timely and has not been returned by customer for additional information, correction or revision.

**6.0 TAX:**

No tax shall be levied against labor or services. It is the responsibility of the Contractor to determine any and all taxes.

**7.0 CONTRACTOR USER / SUBSCRIBER AGREEMENTS:**

Each department will, concurrent with issuance of a purchase order for services, provide a signed copy of Contractor's user / subscriber agreement to Contractor.

**8.0 RANGE OF USERS:**

The following are approximate ranges of users, by department:

8.1	Maricopa County Attorney's Office	340 – 360
8.2	Maricopa County Attorney's Office Investigators	8 - 12
8.3	Public Defender	275 - 300
8.4	Legal Defender	75 - 100
8.5	Legal Defender Investigators	6 - 10
8.6	Legal Advocate	45 - 55
8.7	Law Library	8 - 12
8.8	Maricopa County Sheriff's Office	15 - 20
8.9	General Government	2 - 5
8.10	Juvenile Public Defender's Office *	

\* This office was created effective July 1, 2008. Approximately 28 attorneys from the Public Defender's Office will transition to this office. Final number of users and pricing for Public Defender and Juvenile Public Defenders Offices will be determined at a later date.

LEXISNEXIS, A DIVISION OF REED, 9443 SPRINGBORO PIKE, 33S52, MIAMISBURG, OH 45342

PRICING SHEET: NIGP CODE 9615002

Terms:	NET 30
Vendor Number:	W000012085 X
Telephone Number:	800/227-4908
Fax Number:	800/227-9597
Contact Person:	David L. Lyons
E-mail Address:	<a href="mailto:rfp@lexisnexis.com">rfp@lexisnexis.com</a>
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>September 31, 2011.</b>