

**Office of State Courts Administrator****P.O. Box 104480****2112 Industrial Drive****Jefferson City, Missouri 65110****REQUEST FOR PROPOSAL****AMENDMENT 002****RFP NO. OSCA 15-029****TITLE: On-Line Legal Research Services****ISSUE DATE: April 13, 2015****BUYER OF RECORD: Beth Rodeman****PHONE NO.: (573) 522-2617****E-MAIL: osca.contracts@courts.mo.gov****RETURN PROPOSAL NO LATER THAN: April 30, 2015****MAILING INSTRUCTIONS:**

Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. The use of a traceable shipping method, which will allow you to confirm the delivery of your application, is recommended.

RETURN PROPOSAL TO:**(U.S. Mail)**

Office of State Courts Administrator

or

(Courier Service)

Office of State Courts Administrator

Attn: Contracts Section

Attn: Contracts Section

P.O. Box 104480

2112 Industrial Dr.

Jefferson City Mo 65110 - 4480

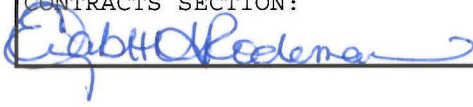
Jefferson City Mo 65109

CONTRACT PERIOD: July 1, 2015 through five (5) years**SIGNATURE REQUIRED**

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE <i>Micah Asch</i>		DATE April 28, 2015
PRINTED NAME Micah Asch		TITLE Proposal Manager
COMPANY NAME LexisNexis, a division of Reed Elsevier Inc.		
MAILING ADDRESS 9443 Springboro Pike		
CITY, STATE, ZIP Miamisburg, OH 45342		
CONTACT PERSON Erin Holleman		TITLE: Client Manager
PHONE NO. (303) 280-8291	FAX NO. (866) 960-4124	E-MAIL ADDRESS erin.holleman@lexisnexis.com

NOTICE OF AWARD (OSCA USE ONLY)

ACCEPTED BY OFFICE OF STATE COURTS ADMINISTRATOR AS FOLLOWS:		
In it's entirety as noted below.		
CONTRACT NUMBER: OSCA 15-029-01		CONTRACT PERIOD: July 1, 2015 through June 30, 2020
CONTRACTS SECTION: 	DATE: 5/18/2015	DEPUTY STATE COURTS ADMINISTRATOR: 

The proposal submitted is accepted in its entirety including all changes as requested on pages 65 and 66 thereof.

OSCA hereby awards a contract for the following items:

1. Legal Research Subscription (750 users) for \$7,890 for all users per month, and
2. Nationwide Public Records with SmartLink Reporting Functionality for 100 users at no additional cost with the purchase of the Legal Research Subscription above.

1. INTRODUCTION AND BACKGROUND

- 1.1 **Purpose:** This document constitutes a request for competitive, sealed proposals to establish a contract for the Missouri Office of State Courts Administrator (OSCA) for the provision of On-Line Legal Research Services for approximately 750 users throughout the state of Missouri in accordance with the requirements and provisions as stated in this Request for Proposal (RFP).

This RFP document is divided into the following parts:

- 1) Introduction and Background
- 2) Contractual Requirements
- 3) Performance Requirements
- 4) Proposal Submission Information
- 5) General Requirements
- 6) Exhibits
 - a. Exhibit A – Pricing Page
 - b. Exhibit B – Experience and Reliability of the Organization
 - c. Exhibit C – Method of Performance
 - d. Exhibit D – Additional Contractor Information
 - e. Exhibit E – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- 7) Terms and Conditions

OSCA intends to use the contract resulting from this RFP for the subscription services specified herein, however, OSCA reserves the right to conduct separate procurement processes to establish a contract(s) for the same or similar services for any specific project, if determined to be in OSCA's best interests.

- 1.2 **Background:** OSCA is the administrative office of the Supreme Court of Missouri.

The Missouri Judiciary consists of 45 Judicial Circuits located in all 114 counties of the state and in the city of St. Louis.

On-line legal research services are currently being provided to judges, law clerks, legal staff and other designated personnel statewide via contract number OSCA-04-004-01, which will expire June 30, 2015.

Note: OSCA strives to provide accurate information, however, OSCA does not warrant or represent that the background information provided herein reflects all relationships of existing conditions related to this RFP.

2. CONTRACTUAL REQUIREMENTS

- 2.1 **Contract Period:** The original contract period shall be July 1, 2015, through five (5) years. The contract shall not bind, nor purport to bind, OSCA for any contractual commitment in excess of the original contract period.
- 2.2 **Renewal Options:** OSCA shall have the right, at its sole option, to renew the contract for five (5) additional two-year periods or any portion thereof. In the event OSCA exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

If the option for renewal is exercised by OSCA, the contractor shall agree the prices for the renewal period shall not exceed the maximum price and/or percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

If renewal prices and/or percentages are not provided, then prices during renewal periods shall be the same as during the original contract period. OSCA does not automatically exercise its option for renewal based

upon the maximum price increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum percent of increase stated.

- 2.3 **Price:** The Contractor must submit a proposed price for all services defined in the Scope of Work as described and set forth herein. The price must be quoted as a firm, fixed price and shall be as indicated on **Exhibit A**, Pricing Page. OSCA shall not pay, nor be liable for any other additional costs including, but not limited to, taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.4 **Federal Funds Requirement:** The Contractor shall understand and agree the procurement(s) may involve the expenditure of federal funds. The Contractor shall not issue any statement, press releases or other documents describing projects or programs funded in whole or in part with Federal money, without prior written approval by OSCA.
- 2.5 **Contractor Liability:** The Contractor shall be responsible for all personal injury (including death) or property damage because of the Contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. The Contractor assumes the obligation to save OSCA, its employees and assignees, from every expense, liability or payment arising out of such negligent act. The Contractor also agrees to hold OSCA, its employees and assignees, harmless from any negligent act or omission committed by any sub-contractor or other person employed by or under the supervision of the Contractor during the term of the contract.

The Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by OSCA, their employees and assignees.

Under no circumstances shall the Contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the judiciary's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

- 2.6 **No Actions, Suits or Proceedings:** The Contractor warrants by signing the signature page of this original document and any amendment signature page(s), there are no actions, suits or proceedings, pending or threatened, that will have a material adverse effect on the Contractor's ability to fulfill its obligations under the contract. The Contractor must further warrant they will notify OSCA immediately if the Contractor becomes aware of any action, suit or proceeding, pending or threatened that will have material adverse effect on the Contractor's ability to fulfill the obligations under the contract.
- 2.7 **Warranty of Contractor Capability:** The Contractor warrants by signing the signature page of this original document and any amendment signature page(s), they are financially capable of fulfilling all requirements of the contract and is a validly organized entity that has the authority to enter into the contract. The Contractor also warrants by signing the signature page of this original document and any amendment signature page(s), it is not prohibited by any loan, contract, financing arrangement, trade covenant or similar restriction from entering into the contract.
- 2.8 **Insurance:** The Contractor shall understand and agree OSCA cannot save and hold harmless and/or indemnify the Contractor or its employees against any liability incurred or arising because of any activity of the Contractor or any activity of the Contractor's employees, related to the Contractor's performance under the contract.

The Contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect OSCA, its employees, its clients and the public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance coverage shall include general liability and appropriate professional liability. The Contractor shall provide written evidence of the insurance to OSCA upon written request. The evidence of insurance shall include, but not necessarily be limited to: effective

dates of coverage, limits of liability, insurer's name, policy number, endorsement by representatives of the insurance company, etc. Evidence of self-insurance coverage or of another alternative risk financing mechanism may be utilized provided such coverage is verifiable and irrevocably reliable. The evidence of insurance coverage must be submitted within five (5) business days upon receipt of written request for such by OSCA. The contract number must be identified on the evidence of insurance coverage. In the event the insurance coverage is canceled, OSCA must be notified immediately.

- 2.9 **Contractor Status:** The Contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of OSCA or the state. The Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold harmless OSCA, its officers, agents and employees from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.10 **Sub-contractor:** Any subcontract for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and OSCA and to ensure that OSCA is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind, related to a subcontract in those matters described in the contract between OSCA and the Contractor. The Contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The Contractor shall agree and understand that utilization of a sub-contractor to provide any of the products/services in the contract shall in no way relieve the Contractor of the responsibility for providing the products/services as described and set forth herein. The Contractor must obtain the approval of OSCA prior to establishing any new subcontracting arrangements and before changing any sub-contractor. The approval shall not be arbitrarily withheld.

The Contractor may use sub-contractors in support of this contract. However, the Contractor shall remain solely responsible for the performance of this contract.

All payments for products or services shall be made directly to the Contractor. If a subcontractor is to be used, the subcontractor shall be identified in the proposal and shall include the nature of the services to be performed.

Contractor's employees or agents, if any, who perform services for OSCA under this contract shall also be bound by the provisions of this contract. At the request of OSCA, the Contractor shall provide adequate evidence that such persons are their employees or agents. OSCA shall not be responsible to Contractor's employees for any employee benefit or any obligation relating to employment, including health insurance benefits, workers' compensation insurance, paid vacation, or any other employee benefit.

- 2.11 **Termination:** OSCA reserves the right to terminate the contract at any time, for the convenience of the Missouri Judiciary, without penalty or recourse, by giving written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination. The Contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by OSCA pursuant to the contract prior to the effective date of termination.

The Contractor understands and agrees that funds required to fund the contract must be appropriated through the budget process of the state of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

- 2.12 **Assignment:** The Contractor shall not transfer any interest in the contract, whether by assignment nor otherwise, without the prior written consent of OSCA.

Consent to assignment shall only be granted when the assignee agrees to be bound by all of the terms and conditions of the contract. Any assignment of moneys shall be void and ineffective to the extent such assignment attempts to impose upon OSCA obligations to additional payment of such moneys; or to preclude OSCA from dealing in all matters pertaining to the contract agreement including, but not limited to, the negotiation of amendments or the settlement of charges due.

- 2.13 **Contractor Records:** The Contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles as well as other procedures specified herein.

The Contractor shall make all records, books and other documents relevant to the contract available at reasonable times and in a format acceptable to OSCA, and/or its designees and/or the auditor of the state of Missouri during the term of the contract and for a period of five (5) years from the date of final payment on the contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit or other actions involving the records has been started before the expiration of the retention period, the Contractor shall retain such records until completion of the action and resolution of all issues which may arise as a result of the audit.

The Contractor shall permit governmental auditors and/or authorized representatives of the state of Missouri to have access, for the purpose of audit or examination, to any of the Contractor's books, documents, papers and records recording receipts and disbursements of any funds paid to the Contractor. The Contractor further agrees any audit exception noted by governmental auditors shall not be paid by OSCA and shall be the sole responsibility of the Contractor. The Contractor may contest any such exception by any legal procedure it deems appropriate. OSCA will pay the Contractor all amounts which may ultimately be held entitled to receive as a result of any such legal action.

- 2.14 **Property of State/Confidentiality:** All reports, documentation and material developed or acquired by the Contractor as a direct requirement specified in the contract shall become the property of OSCA. The Contractor shall agree and understand all discussions with the Contractor and all information gained by the Contractor as a result of the Contractor's performance under the contract shall be confidential; and no reports, documentation or material prepared as required by the contract shall be released to the public without the prior written consent of OSCA. Upon expiration, termination, or cancellation of the contract, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the Contractor pursuant to the terms of the contract shall become the property of OSCA.

- 2.15 **Transition:** Upon expiration, termination or cancellation of the contract, the Contractor shall assist OSCA to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by OSCA, if requested in writing.

The Contractor shall deliver, Free On Board (FOB) destination, all records, documentation, reports, data, recommendations or printing elements, etc., which were required to be produced under the terms of the contract to OSCA and/or to OSCA's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to OSCA.

- 2.16 **Entire Agreement:** A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions; (2) the Contractor's proposal including the Contractor's BAFO, if any; (3) clarifications of the proposal, if any; and (4) OSCA's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

OSCA shall not sign nor execute any additional contract, license or other agreements containing contractual terms and conditions as a result of this procurement. Agencies, counties and/or Cooperative Procurement end users of the contract may place orders under this contract in accordance with the stated procedures, provided such orders do not change the contract terms and conditions.

A notice of award does not constitute an authorization or a directive to proceed with services. Before providing services, the Contractor must receive proper written authorization from OSCA.

The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and OSCA.

- 2.17 **Contract Extension:** In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, OSCA reserves the right to extend the contract. If exercised, the extension shall be for a reasonable period as mutually agreed to by OSCA and the Contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new contract.

3. PERFORMANCE REQUIREMENTS

- 3.1 The Contractor shall provide unlimited web access, 24 hours per day, 365 days per year, to a broad range of legal research databases including coverage of all federal and state primary legal resources and secondary legal resources such as treatises and legal periodicals for up to 750 users. Legal research services should also include publications specifically applicable to Missouri law and practice, including but not limited to civil procedure, torts, business law, domestic relations, contracts and worker's compensation such as the Missouri Bar Desk Book series or the Missouri Practice series.

The legal research services must be provided via the web and should include, but not be limited to, functionality for searching, citation checking and verification, electronic transmission, downloading, and printing.

Other services required include, but are not limited to, automatic cite checking and verification services such as Shepard's Citations/CheckCite and KeyCite/WestCheck or an OSCA approved equivalent.

THIS SECTION IS CHANGED BY AMENDMENT 002:

- 3.2 **Resources:** The following represents a general listing of the types of resources that should be available from the online legal research service. This listing is not intended to be all inclusive, but is provided as an example which stipulates the primary services sought. The Contractor shall submit *a list and description of the included libraries that make up their offer for* subscription services for on-line legal research.

- a. Federal and State Cases and Codes including but not limited to the following:

A. Federal Case Law Materials:

- US Supreme Court
- US Court of Appeals, all circuits, reported/unreported decisions
- US District Courts, all states, all circuits
- US Court of Federal Claims
- US Court of Claims
- US Bankruptcy Courts
- US Tax Courts
- Federal Case Law

B. Federal Judicial and Legal Practice Materials:

- US Supreme Court and federal court briefs
- US Supreme Court Justice opinions/papers
- Federal practice materials and forms
- Federal jury practice materials
- Federal sentencing guidelines

C. Federal Statutes/Legislative History/Bill Tracking:

- US Code – with and without annotation; historical codes; all tables and indices
 - US Public Laws – current and archived
 - Federal bill tracking and bill archives
 - Congressional bills
 - Congressional record
 - Federal Orders
 - Federal Rules
 - Legislative history
 - US Code Congressional and Administrative News
- D. Federal Administrative Law and Regulations:
- Code of Federal Regulations – current and archived
 - Federal Register – current and archived
 - Federal regulation tracking
 - US Attorney General opinions
 - Federal Agency materials/decisions
 - Presidential Documents
 - Federal Administrative Law and Regulations
- E. 50 States materials:
- Case law, including all state courts
 - Statutes, including annotated and non – annotated versions
 - Bill tracking
 - Legislative histories
 - Court rules
 - Attorney General opinions
 - Executive orders
 - Regulatory codes and registers
- E. Missouri databases such as:
- MO practice legal education programs and publications
 - MO case law
 - MO dockets and briefs
 - MO statutes
 - MO regulations
 - MO regulatory and administrative law materials
 - MO Attorney General Opinions
 - MO practitioner’s guide and legal forms
 - MO law journals and reviews
 - MO jury instructions
 - MO Rules of Court
 - MO bill text and tracking
- b. Law reviews/law journals/legal treatises/ law dictionaries, legal encyclopedias and additional secondary sources:
- A. Any law review or law journal material normally made available by the Contractor to legal subscribers
- B. Restatements, model acts and uniform laws
- c. Tools for comprehensive case citation and treatment history to verify the validity of case law, statutes, agency opinions and other legal documents.

THIS SECTION IS CHANGED BY AMENDMENT 002:

3.3 Mandatory Search and Data Capabilities:

- a. Word or phrase search
- b. Specification of proximity relationship between search terms
- c. Field or segment searching
- d. Root expansion and universal character symbols
- e. Boolean searching
- f. Option or browsing retrieved documents page by page or search term to search term
- g. Highlighting of search terms in retrieved results
- h. The ability to search all state databases simultaneously
- i. The ability to search all federal databases simultaneously
- j. The ability to search an individual state
- k. The ability to search an individual federal circuit
- l. Hypertext link within documents
- m. Retrieval of documents by citation
- n. The ability to print and download entire or selected portion of results
- o. Natural language searching
- p. Citation checking history and treatment
- q. The ability to ~~exact~~ **extract** cites from electronic documents
- r. Electronic Clipping services
- s. Search by set index terms and summary fields
- t. An integrated indexing system
- u. Dual and single column printing in plain – text (ASCII) and common word – processing formats
- v. The ability to download documents via printing, emailing or saving
- w. The ability to track searches
- x. The ability to compile a list of frequently used databases

3.4 **Mandatory Technical Requirements:**

- a. Standard web browser software shall be the only tool necessary to access online services proposed.
- b. The Contractor shall be required to block databases not included in the flat rate contract.
- c. The Contract's legal research service must include password protection for control purposes and to prevent unauthorized access. The Contractor shall provide bi-monthly reports of user activity and, if requested by OSCA, provide 6 month reports of connect time based on individual subscribers.
- d. The Contractor shall preclude any internet "pop-ups" or advertisements of any nature from displaying during all user online research sessions.
- e. A point of contact with the Contractor will be determined upon award. An OSCA representative will request login and ID's for all attorneys via email. Contractor shall provide to OSCA, via email, login and ID numbers within 2 business days of the request. OSCA will not receive additional credit or charges for any month unless adding or deleting of ID's exceeds the tier pricing limit of 750 users by more than 20 users. Auditing of log-on IDs shall be conducted on a monthly basis.
- f. The contractor shall not impose any limit to the number of simultaneous users, nor limit in any manner the access time. Web-based access must not be limited to any group of IP addresses.
- g. The contractor shall provide the most current version of all automatic cite checking systems available. The contractor will be responsible for updating OSCA's cite checking system when new versions are released. The contractor shall also provide the most current version of any citation verification services provided.
- h. The contractor shall also provide access to its legal databases through an app for a smartphone or tablet.

3.5 **Training:** The contractor must provide instructor-led training and related materials for all subscribers located in the state of Missouri at a time and location mutually agreed upon by OSCA and contractor. The training must focus on accessing web-based research tools provided and include the following minimum elements in the course syllabus:

- a. Accessing the web site
- b. Familiarization with available data bases, record collections, and resources
- c. Conducting simple searches
- d. Saving search results
- e. Conducting searches within search results
- f. Conducting complex searches
 - A. Boolean logic
 - B. Natural language searches
 - C. Nested searches
 - D. Wild card searches
 - E. Constructing an efficient search
 - F. Constructing searches that can be saved and searched again
- g. Printing search results
- h. Downloading search results to subscribers' computer
- i. Using online help
- j. Using online tutorials

The contractor shall submit a list of the type of trainings that are included in its subscription services for on-line legal research.

3.6 **Support Services:**

- a. The Contractor should provide a toll-free help desk telephone service that is available 18 hours per day (6 a.m. through 12 midnight central time), five (5) days per week (Monday through Friday).
- b. The Contractor should send prior written notice to end users notifying them of any scheduled downtime of the on-line system.
- c. The Contractor should provide 24 hours per day, 7 days per week electronic support which includes that ability to report problems to the Contractor on-line and the ability to order fixes electronically.
- d. The Contractor shall submit a list of the specific support services that are included in its subscription services for on-line legal research.

4. **PROPOSAL SUBMISSION INFORMATION:**

- 4.1 **Contractor Contacts:** Contractors and their agents (including sub-contractors, employees, consultants or anyone else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Contractors and their agents may not contact any other OSCA employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements.

The buyer of record may be contacted via e-mail or phone as shown on the first page of the RFP, or via facsimile at (573)522-6152

THIS SECTION IS CHANGED BY AMENDMENT 002:

- 4.2 **Copies:** The Contractor's proposal submission should include the original proposal plus one (1) electronic copy of the entire proposal, including all exhibits and attachments, on either a flash drive or a compact disc (CD). The electronic copy must be in Microsoft®-compatible format. *Provision of the electronic copy in PDF format is acceptable to OSCA.*
- a. Proposals should be signed and returned with all completed pricing page(s), exhibits, and any other required or requested information.
 - b. The Contractor should submit proposal on forms provided by OSCA
 - c. The front cover of the original proposal must be completed and signed by an authorized individual of the organization.
 - d. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.
 - e. The original proposal should be printed on recycled paper and double sided.
 - f. All pages of the proposal should be page numbered.
- 4.3 **Organization:** To facilitate the evaluation process, the Contractor is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein.
- 4.4 **Conciseness/Completeness of Proposal:** It is highly desirable the Contractor respond in a complete yet concise manner. It is the Contractor's sole responsibility to submit information in their proposals as it relates to the evaluation categories. OSCA is under no obligation to solicit such information if not included in the Contractor's response. The Contractor's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Unnecessary information should be excluded from the Contractor's proposal. The Contractor is advised the subjective evaluation of the proposal is based upon substance, quality and clarity of content – *not* length.

THIS SECTION IS CHANGED BY AMENDMENT 001:

- 4.5 **Open Records:** The Contractor's is advised that all proposals and the information contained in or related thereto shall be considered an open record upon award of the RFP pursuant to Section RSMo 610.021 (state of Missouri Revised Statutes). Contractor's may view RSMo 610.021 at the following web site address: <http://www.moga.mo.gov/statutes/C600-699/6100000020.HTM>). The Contractor shall not submit their entire proposal as proprietary or confidential. The Contractor shall not submit any part of their proposal as confidential unless the proprietary or confidential nature of the material is provided for in the above referenced statute. Proprietary or confidential portions of the Contractor's proposal allowed by the statute shall be separated, sealed and clearly marked as confidential within the Contractor's proposal. *Confidential information shall be submitted as both a hard copy and on CD, either clearly labeled on a single CD with the rest of the proposal or on a separate CD.* The Contractor shall provide adequate explanation of what qualifies the material as being held confidential under the provisions of the statute.
- 4.6 **Compliance with Terms and Conditions:** The Contractor is cautioned when submitting pre-printed terms and conditions to make sure such documents do not contain terms and conditions which conflict with those of the RFP and its contractual requirements. Such pre-printed terms and conditions documents should be submitted with **Exhibit D**. The Contractor shall be required to sign the **Exhibit D** signature box on the cover page entitled "Addendum to the Contractor's Pre-Printed Terms and Conditions Documents". Failure to sign the **Exhibit D** signature box and/or taking exception to the State's terms and conditions may render a Contractor's proposal non-responsive and remove it from consideration for award. Contractors are cautioned OSCA will not award a non-compliant proposal. Any Contractor indicating non-compliance with any requirements, terms, conditions and provisions of the RFP may be eliminated from further consideration for award.

- 4.7 **Evaluation Process:** Proposals will be reviewed by an OSCA evaluation team to determine if the proposal complies with the mandatory requirements of this RFP and to make the lowest and best offer determination. After determining a proposal satisfies the mandatory requirements, the evaluator(s) will use both objective and subjective judgment in conducting a comparative assessment of the proposals in accordance with the evaluation criteria stated below:

Cost	50 points
Contractor Experience and Reliability.....	30 points
Method of Performance.....	15 points
Missouri Based Company.....	5 points

The evaluation shall cover the original contract period plus renewal periods.

It should not be assumed the evaluator has specific knowledge of the services proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented with complete information.

OSCA reserves the right to consider historic information and facts, whether gained from the Contractor's proposal, questions and answer conferences, references or other sources, in the evaluation process.

After an initial evaluation process, Contractors may be contacted to respond to questions or concerns from the evaluation team.

OSCA reserves the right to evaluate optional items, if deemed necessary and/or in the best interest of OSCA.

- a. **Evaluation of Cost:** Contractor must state on the pricing pages, the firm, fixed price for all On-Line Legal Services requested. The evaluation of the Contractor's cost shall be objective.

The cost evaluation shall be based on a total cost determined using the firm, fixed prices stated on the Pricing Page at **Exhibit A**.

The Total Firm, Fixed Price will be used to evaluate cost and will include all costs for the original contract period and for all potential renewal periods. The total firm, fixed price shall serve as the basis for the assignment of cost points.

Utilizing the total firm, fixed price determined as stated above, cost points shall be calculated using the following formula:

$$\frac{\text{Lowest Responsive Contractor's Price}}{\text{Compared Contractor's Price}} \times 50 = \text{Cost evaluation points}$$

- b. **Evaluation of Contractor's Experience and Reliability, and Method of Performance:** Failure of the Contractor to submit sufficient information to document the Contractor as responsive and responsible may cause an adverse impact on the evaluation of the proposal. Information provided by the Contractor in response to the exhibits of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

- A. **Experience and Reliability:** The evaluation of the Contractor's experience and reliability shall be subjective.

The Contractor should provide information related to previous and current services/contracts performed by the Contractor's organization and any proposed subcontractors which are similar to the requirements of this document on **Exhibit B.1**, Experience. If the contact person listed is not available, or is otherwise unable to be reached during the evaluation, the listed experience may not be considered.

The Contractor should submit information requested on **Exhibit B.2**, Reliability, in order to demonstrate the reliability of the Contractor's organization and staff. Failure of the Contractor to

submit sufficient information to document the Contractor is responsive and responsible may cause an adverse impact on the evaluation of the proposal.

- B. **Method of Performance:** The evaluation of the Contractor's method of performance shall be subjective.

Exhibit C is provided for the Contractor's use in providing information about the proposed method of performance, but the Contractor should not limit its information to that requested in the Exhibit.

The Contractor should present a detailed description of the method or manner in which the Contractor proposes to satisfy these requirements and which confirms the Contractor's ability to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

It is the Contractor's responsibility to make sure all services proposed are adequately described.

The Contractor may submit preprinted marketing materials with the proposal. However, the Contractor is advised such brochures normally do not address the needs of the evaluators with respect to the subjective evaluation process and the specific responses which have been requested of the Contractor. The Contractor is strongly discouraged from relying on such materials in presenting products and services for consideration by OSCA.

- 4.8 **Competitive Negotiation of Proposals:** The Contractor is advised under the provisions of this RFP; OSCA reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- a. Negotiations may be conducted in person, in writing or by telephone.
- b. Negotiations will only be conducted with potentially acceptable proposals. OSCA reserves the right to limit negotiations to those proposals receiving the highest rankings during the initial evaluation phase. All Contractors involved in the negotiation process will be invited to submit a best and final offer.
- c. Terms, conditions, prices, methodology or other features of the Contractor's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Contractor may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- d. The mandatory requirements of the RFP shall not be negotiable and shall remain unchanged unless OSCA determines that a change in such requirements is in the best interest of OSCA.

- 4.9 **Business Compliance:** The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor certifies by signing the signature page of this original document and any amendment signature page(s), that the Contractor and any proposed subcontractors are either presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award.

The Contractor shall provide documentation of compliance upon written request by OSCA. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- a. Registration of business name (if applicable)
- b. Certificate of authority to transact business/certificate of good standing (if applicable)
- c. "No Tax Due" Letter / Proof of House Bill 600 compliance
- d. State and local certifications (e.g., professions/occupations/activities)
- e. Licenses and permits (e.g., city/county license, sales permits)

- f. Insurance (e.g., worker's compensation/unemployment compensation)

NOTE: The Secretary of State is responsible for the registration of all Missouri and out-of-state business entities doing business in Missouri. These business entities include: for profit and nonprofit corporations, limited liability companies, limited partnerships, and many others. Missouri corporations must file articles of incorporation, while out-of-state corporations must obtain a certificate of authority to do business in the state of Missouri. In addition, all corporations must file various documents required by law, such as amendments, mergers, consolidation instruments, articles of dissolution and terminations. For further information, please go to the following web site: <http://www.sos.mo.gov/business/corporations/> or contact the Corporations Division of the Secretary of State office located at the James C. Kirkpatrick State Information Center, P.O. Box 778, Jefferson City, Missouri 65102-0778, Telephone: (573) 751-4153.

- 4.10 **Debarment Certification:** The Contractor certifies by signing the signature page of this original document and any amendment signature page(s) the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation or otherwise excluded from or ineligible for participation under federal assistance programs. The Contractor should complete and return the attached certification regarding debarment, etc., (**Exhibit E**) with the proposal. This document must be satisfactorily completed prior to award of the contract.
- 4.11 **Final Determination:** Any proposal which does not comply with the mandatory requirements of the RFP shall not be considered for an award. OSCA reserves the right to reject any proposal for reasons which may include, but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory performance of similar services by the Contractor within the past three years, and/or (2) inability of the Contractor to document responsible and reliable past performances similar to the services required, and/or (3) failure of the Contractor to provide a reference(s).
- 4.12 **Contract Award:** OSCA anticipates making a single contract award as a result of this RFP. Such award shall be made for the Contractor who has been documented as being the lowest and best Contractor utilizing the evaluation process as specified herein.
- 4.13 **Post Award Process:**
OSCA reserves the right to make single, partial, multiple or no awards as a result of this RFP.

Changes in technology may result in this contract being amended by mutual agreement between OSCA and the Contractor(s).

The services provided by the Contractor must meet the approval of OSCA. If services become unacceptable at any point during the term of the contract, OSCA will provide the Contractor with a written explanation of the unacceptable services provided.

OSCA anticipates the majority of services shall be required between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday.

The Contractor's employees shall be subject to the rules, regulations, and policies of the Missouri Judiciary while providing services in judicial buildings.

5 GENERAL REQUIREMENTS

- 5.1 **Contractor Requirements:** All of the Contractor's employees providing services to OSCA through this contract must be authorized to work in the United States in accordance with applicable federal and state laws and regulations. This includes but not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A. If the Contractor fails to comply, OSCA shall declare a breach of contract resulting in an immediate cancellation of the contract with no penalty.

OSCA shall not guarantee any minimum or maximum amount of the Contractor's services that may be required under the contract.

It is highly desirable the Contractor ensure all Contractor employees provided under this contract receive ongoing training in the applicable disciplines and areas of expertise. The Contractor must not rely upon or expect OSCA to provide such for the Contractor's employees.

The Contractor must function as the single point of contact for OSCA, regardless of any subcontract arrangements. This shall include assuming responsibility and liabilities for all problems relating to all services provided.

In accordance with this RFP, the Contractor must represent himself or herself to be an independent Contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of OSCA. Consequently, the Contractor shall understand and agree the individual employees provided by the Contractor shall not be utilized on any project in such a manner that conflicts with U.S. Internal Revenue Service and/or U.S. Department of Labor laws and regulations pertaining to distinctions between employees and Contractors.

The Contractor shall understand and agree the individual Contractor employees provided by the Contractor shall only be utilized for specific task assignments. Contractors are in no way to be considered as OSCA staff and as such, cannot serve in similar or comparable capacities.

5.2 Invoicing and Payment: Immediately upon award of the contract, the Contractor shall submit or must have already submitted a properly completed Vendor Input ACH/EFT Application to ensure the information is listed in the state payment system. There is a section of the form which must be completed by your financial institution prior to submission in order to receive payments electronically. The state of Missouri intends to make contract payments through Electronic Funds Transfer.

- a. If not already submitted, the Contractor shall obtain a copy of the Vendor Input ACH/EFT Application and completion instructions from the Internet at:

http://oa.mo.gov/sites/default/files/vendor_input_ach_eftd.pdf

- b. The Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the state of Missouri's EFT addendum record to enable the Contractor to properly apply OSCA's payment to the invoice submitted.

The Contractor shall submit an itemized invoice to OSCA and/or the court utilizing the Contractor's services at the address specified within the work authorization.

OSCA and/or the court shall pay the Contractor in accordance with the applicable firm, fixed price stated on the Pricing Page for services provided.

**STATE OF MISSOURI
OFFICE OF STATE COURTS ADMINISTRATOR
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in Missouri for which the equipment, supplies and/or services are being purchased by the **Office of State Courts Administrator (OSCA)**.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Contractor** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies and/or services as required in the RFP document.
- f. **Buyer** means the contract staff member of the Office of State Courts Administrator. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies and/or services.
- h. **Contractor** means a person or organization who is a successful Contractor as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the Contractor to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the Office of State Courts Administrator to potential Contractors for the purchase of equipment, supplies and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments and Amendments thereto.
- k. **May** means that a certain feature, component or action is permissible, but not required.
- l. **Must** means that a certain feature, component or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the Contractor must state the price(s) applicable for the equipment, supplies and/or services required in the RFP. The pricing pages must be completed and submitted by the Contractor with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the state of Missouri.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of Missouri. The Contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the Contractor and OSCA.
- c. The Contractor must be registered and maintain good standing with the Secretary of State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The Contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The Contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the Contractor's responsibility to ask questions, request changes or clarification or otherwise advise OSCA if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory and/or arbitrary or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from Contractors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from OSCA, unless the RFP specifically refers the Contractor to another contact. Such e-mail or phone communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the Contractor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all Contractors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, Contractors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Contractors are cautioned that the only official position is that which is issued by OSCA in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. OSCA monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among Contractors, price-fixing by Contractors or any other anticompetitive conduct by Contractors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. OSCA reserves the right to officially amend or cancel an RFP after issuance.

4. PREPARATION OF PROPOSALS

- a. Contractors **must** examine the entire RFP carefully. Failure to do so shall be at the Contractor's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.

- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The Contractor may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the Contractor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event the Contractor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such Contractor may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The Contractor should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by OSCA (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by OSCA. If OSCA determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.
- f. All equipment and supplies offered in a proposal must be new, of current production and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign Contractor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

THIS SECTION IS CHANGED BY AMENDMENT 002:

5. SUBMISSION OF PROPOSALS

- a. Proposals ~~may~~ must be submitted ~~either by a hard copy delivered, faxed or e-mailed~~ to the OSCA contract office as directed in the RFP. All proposals must (1) be submitted by a duly authorized representative of the Contractor's organization, (2) contain all information required by the RFP, and (3) be priced as required. ~~Delivered, faxed or e-mailed~~ Proposals should be received in the OSCA office prior to the target time and date specified in the RFP.
- b. The envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official target date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal which has been delivered to OSCA may be modified by signed, written notice which has been received by OSCA prior to the official target date and time specified. A proposal may also be modified in person by the Contractor or its authorized representative, provided proper identification is presented before the official target date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal which has been delivered to OSCA may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail or facsimile which has been received by OSCA prior to the official target date and time specified. A proposal may also be withdrawn in person by the Contractor or its authorized representative, provided proper identification is presented before the official target date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the Contractor. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the Contractor.
- f. Contractors delivering or faxing a hard copy bid to OSCA must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the Contractor of all RFP terms and conditions. Proposals submitted electronically may be scanned and submitted. Failure to do so may result in rejection of the proposal unless the Contractor's full compliance with those documents is indicated elsewhere within the Contractor's response.
- g. Faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in OSCA office prior to the official opening date and time shall be considered late, regardless of the degree of lateness and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the Contractor and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a Contractor shall be subject to evaluation if deemed by OSCA to be in the best interest of the judiciary.
- c. The Contractor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit OSCA. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to OSCA.
- d. Awards shall be made to the Contractor whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the Contractor and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes and all applicable Executive Orders.
- e. In the event all Contractors fail to meet the same mandatory requirement in an RFP, OSCA reserves the right, at its sole discretion, to waive that requirement for all Contractors and to proceed with the evaluation. In addition, OSCA reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. OSCA reserves the right to reject any and all proposals.
- g. When evaluating a proposal, OSCA reserves the right to consider relevant information and fact, whether gained from a proposal, from a Contractor, from Contractor's references or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.

- i. Negotiations may be conducted with those Contractors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing Contractors.
- j. Any award of a contract shall be made by notification from OSCA to the successful Contractor. OSCA reserves the right to make awards by item, group of items or an all or none basis. The grouping of items awarded shall be determined by OSCA based upon factors such as item similarity, location, administrative efficiency or other considerations in the best interest of the judiciary.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. Contractors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. OSCA reserves the right to request clarification of any portion of the Contractor's response in order to verify the intent of the Contractor. The Contractor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification. Any proposal award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- n. The final determination of contract(s) award shall be made by OSCA.

8. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the Contractor agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the Contractor's proposal including any Contractor BAFO response(s), (3) clarification of the proposal, if any and (4) OSCA's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by OSCA does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for OSCA, the Contractor must receive a properly authorized purchase order or other form of authorization given to the Contractor.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and OSCA or by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

9. INVOICING AND PAYMENT

- a. OSCA does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The Contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of OSCA.
- d. Payment for all equipment, supplies and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. OSCA assumes no obligation for equipment, supplies and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the Contractor's expense.
- f. All invoices for equipment, supplies and/or services purchased by OSCA shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. OSCA reserves the right to purchase goods and services using the state purchasing card.

10. DELIVERY

Time is of the essence. Deliveries of equipment, supplies and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

11. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies and/or services received by OSCA pursuant to a contract shall be deemed accepted until OSCA has had reasonable opportunity to inspect said equipment, supplies and/or services.
- b. All equipment, supplies and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. OSCA reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. OSCA's right to reject any unacceptable equipment, supplies and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

12. WARRANTY

- a. The Contractor expressly warrants that all equipment, supplies and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by OSCA, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies and/or services.

13. CONFLICT OF INTEREST

- a. Elected or appointed officials or employees of the state of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

- b. The Contractor hereby covenants that at the time of the submission of the proposal the Contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The Contractor further agrees that during the term of the contract neither the Contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

14. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by OSCA of any existing or future right and/or remedy available by law in the event of any claim by OSCA of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to OSCA of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or the state of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies and/or services purchased or procured by the Contractor in the fulfillment of the contract with OSCA.

15. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the Contractor, OSCA may cancel the contract. At its sole discretion, OSCA may give the Contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification or at a minimum the Contractor must provide OSCA within 10 working days from notification a written plan detailing how the Contractor intends to cure the breach.
- b. If the Contractor fails to cure the breach or if circumstances demand immediate action, OSCA will issue a notice of cancellation terminating the contract immediately. If it is determined OSCA improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If OSCA cancels the contract for breach, OSCA reserves the right to obtain the equipment, supplies and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as OSCA deems appropriate and charge the Contractor for any additional costs incurred thereby.
- d. The Contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

16. COMMUNICATIONS AND NOTICES

Any notice to the Contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the Contractor.

17. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary or upon the appointment of a receiver, trustee or assignee for the benefit of creditors, the Contractor must notify OSCA immediately.
- b. Upon learning of any such actions, OSCA reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

18. INVENTIONS, PATENTS AND COPYRIGHTS

The Contractor shall defend, protect and hold harmless OSCA, its officers, agents and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

19. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies and/or services under the contract, the Contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability or veteran status unless otherwise provided by law. If the Contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure and standards applicable to layoff, recall, discharge, demotion and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a Contractor is found to exist, OSCA shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension or debarment by OSCA until corrective action by the Contractor is made and ensured and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

20. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies and/or services under the contract, the Contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

21. FILING AND PAYMENT OF TAXES

OSCA and other agencies to which the state purchasing law applies shall not contract for goods or services with a Contractor if the Contractor or an affiliate of the Contractor makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the Contractor" shall mean any person or entity that is controlled by or is under common control with the Contractor, whether through stock ownership or otherwise. Therefore Contractor's failure to maintain compliance with chapter 144, RSMo, may eliminate their proposal from consideration for award.

22. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 03-11-2015

Executive Summary

Efficiency is important to the complex, diverse workings of the OSCA’s court system. By continuing service with LexisNexis, researchers will not experience workflow disruptions nor lose the time associated with learning a new system. The courts’ dedicated professionals will complete their important work without interruptions or distractions. LexisNexis is proud of our partnership with OSCA and we are committed to remaining your trusted provider of legal research content and services.

LexisNexis partners with OSCA and government agencies across the country to provide best-in-class legal solutions that enhance the ability of local, state and federal entities to operate in an efficient, cost-effective manner. Backed by superior customer support, including an experienced professional Missouri LexisNexis account team, LexisNexis places in your hands the legal content and tools OSCA requires to serve the citizens of Missouri.

LexisNexis is a pioneer in the online legal research industry – for over 40 years we’ve been relied upon by attorneys, corporations and governments for leading legal and workflow solutions. LexisNexis maintains one of the largest professional information services in the world. Operational capacity, performance monitoring capabilities, and exceptional customer support is available 24 hours a day, 7 days a week. We maintain a large database with over 60,000 sources and billions of documents, and we add more than 1.7 million new searchable documents per day.

With this offer, LexisNexis will continue to provide OSCA staff access to *lexis.com* for as long as it remains commercially available, or until the OSCA decides to switch to Lexis Advance only. OSCA will also have the ability to research using our new Lexis Advance. Both platforms are included for one subscription cost. Lexis Advance streamlines legal research efficiency and effectiveness across legal workflows. It is our best-in-class legal solution. Upon renewal of the subscription, your LexisNexis account team will work with OSCA representatives to schedule complimentary training sessions on Lexis Advance. These sessions would be customized to OSCA, and the goal would be to increase research efficiency and answer any questions the Missouri judges and legal staff may have.

Lexis Advance

- Intuitive design.
- Exceptional content.
- Integrated analytic tools.
- Access Anywhere.

LexisNexis will continue to provide cost-effective access to comprehensive materials in federal and state law from all U.S. jurisdictions, and from both primary and secondary sources – many exclusive to LexisNexis. OSCA can leverage timely, topical court documents from the 11-million strong LexisNexis briefs, pleadings and motions collection to build on established insights.

Whichever LexisNexis solution OSCA uses, judges and legal staff can confidently complete their research with the exclusive *Shepard’s* Citation Service – the industry standard for more than

140 years. Unlike other citators, *Shepard’s* covers the complete spectrum of editorial analysis, from very negative (overruled) through mild negative (distinguished) to true positive (followed). Other citators can erroneously lead you to believe that a case is no longer good law, when it is has in fact been expressly followed in other jurisdictions or on the issue at hand.

Significant Additional Value for OSCA

LexisNexis adds public records and 50-state surveys to OSCA’s LexisNexis subscription at no additional charge. The Lexis *for* Microsoft Office brief-drafting tools is available as an optional purchase. Summaries of these features follow.

National Public Records with SmartLinx Functionality

At no additional charge for 100 users, OSCA shall gain access to the LexisNexis public records collection comprised of 45 billion records and SmartLinx reporting technology to uncover hidden connections. No other vendor can provide you access to more public records. Our collection also has access to more Missouri drivers license records than our closest competitor. OSCA can search the entire LexisNexis public records database *in seconds* and gain a comprehensive picture of individuals and businesses. A single search combs through billions of public records, finding names, addresses, phone numbers, and other information that links people, locations and businesses thanks to SmartLinx, our unique linking technology.

How SmartLinx Technology Enhances Your Research

The verification and cleansing process SmartLinx employs will allow OSCA researchers to discover records they may never have found otherwise (e.g., due to a misspelling of a name in the original public record, or name, address and phone number variations). The summary reports also contain links to the original source documents so you can validate their sources.

LexisNexis is pleased to provide *complimentary access to this* powerful database for *up to 100 users* within the OSCA. Additional users may be added at a nominal per-user fee.

LexisNexis 50 State Surveys of Statutes and Regulations

At no additional charge for all users, OSCA shall gain access to the entire collection of LexisNexis 50 State Surveys of Statutes and Regulations. Use these surveys to gain a quick understanding of states’ varied treatment of various legal topics, along with linking to relevant provisions on LexisNexis. Surveys address the federal context in which these requirements operate and outline the state-level regulatory themes. You’ll access easy-to-digest charts that present specific analyses of the most impactful issues on which state treatment varies.

Lexis for Microsoft Office (Optional Purchase)

Dramatically reduce the time needed to draft, review and respond to legal documents with **Lexis for Microsoft Office** – voted best table of authority drafting software two years in a row. This powerful tool, available as an optional purchase, will allow OSCA users to easily link to relevant cases, documents and validation from within the software you use every day.

This exclusive workflow tool provides seamless access from Microsoft Word and Outlook to research content from LexisNexis and revolutionizes the way research content is surfaced and delivered. In addition, Lexis for Microsoft Office provides innovative drafting tools that can streamline the document drafting and review process. It is a first-of-its-kind solution that integrates legal content directly within trusted Microsoft Office desktop applications.

Method of Performance

Request

1. The Contractor should indicate the overall total number of currently employed employees of the Contractor that are being proposed to provide services for this contract. This description must only include currently employed employees of the Contractor. The same information should be provided for any subcontractor(s) the Contractor intends to utilize in the provision of services, and such information must be clearly distinguishable from that of the Contractor’s organization.

Response

LexisNexis, a division of Reed Elsevier Inc., serves customers in more than 175 countries with 13,000 employees nationwide. LexisNexis will not use subcontractors directly in the provision of services to OSCA.

Request

2. The Contractor should provide detailed information regarding how the Contractor plans to provide the requested services to all the counties in the state of Missouri.

Response

LexisNexis is a recognized leader in electronic legal information and solutions. We are pleased to offer to OSCA valuable editorial content and services to meet the needs as described within this RFP for all counties in the state of Missouri. Following are the highlights.

Lexis Advance

Lexis Advance transforms the way attorneys conduct legal research. Through intuitive design, exceptional content and integrated analytics, Lexis Advance helps you anticipate your next steps and quickly uncover the most important insights and analysis for your work.

Lexis Advance was designed by legal professionals for legal professionals.

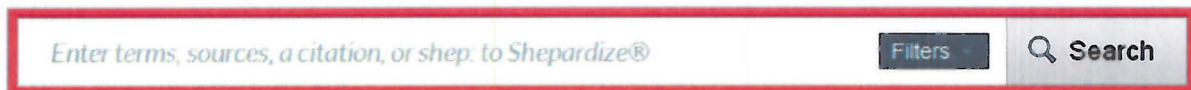
OSCA NEEDS		Lexis Advance FEATURES		BENEFITS
Simple and relevant search.	→	Single Search Box	→	Get the right results faster and more easily.
Preserve and manage information.	→	Filters and folders	→	Easily sift, sort and save relevant content.
Find connections between cases.	→	Legal Issue Trail	→	Ensure your research is complete.
Research validation.	→	<i>Shepard’s</i> signals	→	Assurance that results are “current law.”
Access to free and premium content.	→	Combined content from LexisNexis & Lexis Web	→	Aggregated search results, in one place.



LexisNexis puts the power of information at your fingertips. Our user-friendly systems were designed to help users spend less time finding documents and more time analyzing them. OSCA can continue to tap into two powerful, reliable solutions – and the unlimited access to comprehensive content you currently enjoy and more – via traditional *lexis.com* and the game-changing Lexis Advance.

Lexis Advance Features and Timesaving Tools

Lexis Advance is designed with timesaving tools which make it easier to access relevant content, analyze it and put your findings to work.



- Using the Lexis Advance red search box, you can start with a narrow search or a single broad search across your subscription – your choice. A broad Lexis Advance search encompasses thousands of sources.

Unequaled breadth and depth of content: LexisNexis gives you content for more than 40 areas of legal practice and for all 50 U.S. states, Washington, D.C., the federal government, Puerto Rico and the Virgin Islands. We’re constantly adding new content to ensure you have access to the greatest collection of legal sources available.

Performance and ease of use: Enhanced interface design and search system provides improved search and document retrieval times. Get the specific information you need faster in the file format you need. Lexis Advance allows you to create direct links to search results, documents and more.

Search and Relevance: Lexis Advance was specifically designed and built for legal professionals so it’s the most relevant, highly focused search experience you can have. “Smart” search algorithms are based on legal concepts, not public website results, which helps you get to more relevant answer sets faster.

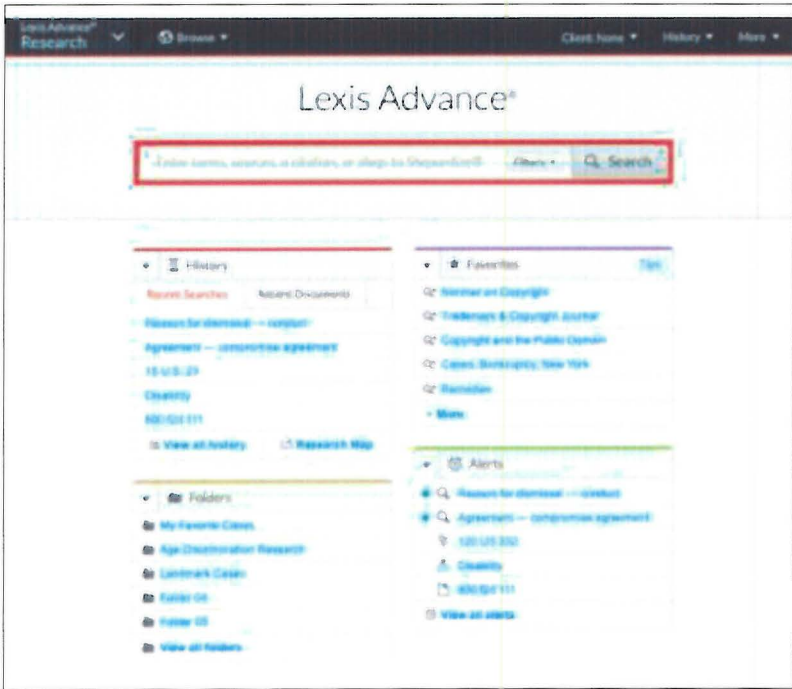
Simplified Search Box: Using the red search box, you can start with a single broad search. No need to identify the type of search (Natural Language or Terms & Connectors). Lexis Advance recognizes multiple citation formats and even provides a Word Wheel with suggestions. You can search all Lexis Advance content—plus vetted legal sites on the open Web—at the same time. Only Lexis Advance gives you this option.

Pre-Search Filters: If you do want to narrow your search, Lexis Advance provides one-step access to more filtering and source selection options including the “Filters” button which allows you to choose the filters you need based on jurisdictions, recent and favorite sources or filters, content types and practice areas.

Shepard’s Citations Service: Comprehensive *Shepard’s* coverage and exclusive, powerful refining tools help you validate your position and uncover additional support. With *Shepard’s* you’ll be confident that you’ve built your case and strategy on good law.

Work Folders: Users can organize your work by saving your searches, documents, notes, and alerts into folders. You can return to the folders anytime and share your work folders with others too. Work folders allow you to save search terms and documents from your results for an unlimited time. Work folders are also accessible from mobile devices.

Timely Alerts: Convenient alerts help you stay on top of the latest changes in your results—covering cases, topics, *Shepard’s* analysis, pending legislation, and more. Or you can set up a publication alert and receive updates without a search query. In addition, Lexis Advance offers real-time alerts among your delivery options so you can get the information you need when you need it.



History

Quickly resume your work from past research sessions using the search history feature.

Favorites

The Favorites pod displays the 5 most recent sources, topics, and filters you have used in your searches.

Folders

Organize your work by saving your searches, documents, notes, and alerts into folders.

Alerts

Create alerts (Legal & News Searches, *Shepard’s*, Pending Legislation) to run automatically or at intervals you specify.

Lexis Advance presents content and resources in a clean and accessible manner, while keeping popular features and functionality at a user’s fingertips.

 Above: Lexis Advance Home Page: Easily find what you need – where you expect it to be.

Lexis Advance Exclusive Features

Lexis Advance has more innovative research tools with exclusive technologies and deep content offerings that make it easier and faster for customers to get comprehensive results, including:

- Shepard’s: The only citator in the legal world where you receive comprehensive editorial analysis conducted by experienced attorneys. They recognize implications and subtleties that simple algorithms do not, so you get a complete range of editorial analysis. *Shepard’s* is the gold-standard in the legal industry, and it’s a Lexis exclusive.
- With *Shepard’s* exclusive Citing Decisions Grid: Quickly see negative and positive treatment by jurisdiction and spot splits of authority. Our closest competitor has only negative analysis and cannot reveal splits of authority.
- Legal Issue Trail: A supplement to *Shepard’s* and a unique research tool that can increase the comprehensiveness of a user’s research, saving hours and hours of reading time that would normally be required to make similar connections. Our closest competitor does not have anything similar.
- Research Map: Visualize your search history with functionality not found on our closest competitor’s service. Users can compare search results and select documents in the Research Map and find similar documents.
- Free Topic Summaries: Quickly learn about an unfamiliar legal topic by reviewing the definition, burden of proof and elements of a topic with our Topic Summaries. Easily link directly to cases, statutes and secondary materials that specifically cover the topic being viewed. Over 6,400 summaries are currently available and our closest competitor doesn’t offer any feature like this.
- Ability to browse and search by Legal Topic: Users can retrieve all content related to a topic. Our closest competitor does not have a topically oriented legal taxonomy that finds materials beyond cases.
- More Sorting Options: Lexis Advance provides a variety of sorting options for search results across content types.
- More post-filter options:
 - Lexis Advance has 12 populated post-search filters for cases, our closest competitor only offers five (remainder require users to manually enter search data, similar to a “Locate”).
 - Lexis Advance has six populated post-search filters for statutes, our closest competitor only offers four.
 - Lexis Advance has nine populated post-search filters for secondary sources, our closest competitor only offers five (remainder require user to manually enter search data, similar to a “Locate”).
 - Lexis Advance displays individual post-search filters that are selected, and the user can remove one at a time; whereas, our closest competitor does not display individual filters and only provides the option to undo all filters.
- The Lexis Advance Word Wheel: Our Word Wheel displays legal phrases & documents, popular names (state and federal), sources and direct access to their TOCs, case names,

and code sections. Our closest competitor’s search box does auto-populate case names, but **does not** have code sections, direct access to public laws by popular name, legal phrases or direct access to source TOCs.

Lexis.com

Traditional *lexis.com* provides an **easy-to-use interface** that helps you spend less time finding documents you need and more time analyzing them.



● Easy-to-navigate content tabs on *lexis.com*

- Combine multiple databases of your choosing.
- Get a Document feature – retrieve a document quickly by citation, party name, or docket number.
- Search by Topic or Headnote – the most sophisticated and user-friendly way to restrict searches by topic and jurisdiction. We are not restricted by a book focus that assigns key numbers.
- Restricts searches to your choice of thousands of topics.
- Finds reported and unreported decisions in a single search.
- Locates relevant topics, even if your exact search term is not in the search-topic hierarchy.
- Suggests additional terms to help you find the right topic.
- Also searches treatises and legal news sources.

OSCA will continue to have access to *lexis.com* as long as it remains commercially available, or until the OSCA decides to switch to Lexis Advance only.

LexisNexis Headnotes and Case Summaries

LexisNexis editorial content is relied upon by researchers to ensure they’re receiving on-point results. We provide 40% more cases with both summaries and headnotes nationwide over the last 20 years than our closest competitor.

- **Only LexisNexis** headnotes take language directly from the case. We do not interpret what the courts say in our own words.
- **Only LexisNexis** headnotes are built for online research so it's easy to add current topics.
- **Only LexisNexis** headnotes integrate into *Shepard's Citations Service* – allowing you to quickly assess a case’s validity and current state of a case.

▼ LexisNexis® Headnotes

Civil Procedure > ... > [Justiciability](#) ▼ > [Mootness](#) ▼ > [General Overview](#) ▼

Civil Procedure > ... > [Justiciability](#) ▼ > [Mootness](#) ▼ > [Real Controversy Requirement](#) ▼

Constitutional Law > ... > [Case or Controversy](#) ▼ > [Mootness](#) ▼ > [General Overview](#) ▼

HN1 ⚙ Under U.S. Const. art. III, federal appellate courts may adjudicate only actual, ongoing controversies between the litigants. If there is no longer a live dispute between the parties or a possibility that a plaintiff can obtain further relief, a case is moot. [Shepardize](#) - [Narrow by this Headnote](#)

Civil Procedure > [Remedies](#) ▼ > [Damages](#) ▼ > [Punitive Damages](#) ▼

Civil Rights Law > [Protection of Rights](#) ▼ > [Section 1983 Actions](#) ▼ > [Scope](#) ▼

HN2 ⚙ It is well settled that a plaintiff may recover nominal damages for a separate and distinct constitutional wrong whether or not he is permitted to recover actual or punitive damages for that wrong. [Shepardize](#) - [Narrow by this Headnote](#)

🔴 The above screenshot shows headnotes as they appear on LexisNexis. Only LexisNexis headnotes use language directly from court opinions without editorializing.

LexisNexis headnotes identify the major points of law found in an opinion, expressed in the actual language of the court. LexisNexis headnotes appear in the results of a legal search when the Show Headnotes link is active.

Each LexisNexis headnote is numbered (such as HN1) and displays a down arrow next to the text. If you click the down arrow or the LexisNexis headnote number, you'll jump to the location of that headnote in the actual body of the case. At that location, an up arrow is displayed; clicking this returns you to the list of LexisNexis headnotes, where that headnote occurs.

Next to each LexisNexis headnote you'll see links to the document and folder. When you click the document link, the "By topic or headnote" search form displays at the location of the topic hierarchy related to that LexisNexis headnote. You can then enter search terms and find additional case law or analytical materials related to the headnote.

When you click the folder link, the topic hierarchy displays so you can select a topic, then enter search terms to find additional case law or analytical materials related to the headnote.

- Track the language used by the court in discussing the key points of law in the case.
- Uncover additional information by linking directly to relevant sections in the case, other related documents, related headnotes, or to LexisNexis Search by Topic or headnote.
- Review the main points of a case easily.

Links within cases

Hyperlinks to case law and statutes are embedded within documents on Lexis Advance. The user can link directly to the referenced document by clicking on the hyperlink.

I. BACKGROUND

Hyperlink text within a case

[P2] The evidence admitted at trial, viewed in the light most favorable to the State, would allow the jury to rationally find the following facts. See [State v. Crossman, 2002 ME 28, ¶ 2, 790 A.2d 603](#). On May 21, 2013, Larry Fang, his son Jerry Fang, and Bruce Chang, all employees of Crowley Seafood in Ellsworth, a business that buys elvers [1](#) from licensed fishermen, were working at the Crowley warehouse. Sometime in the midafternoon, Jerry and Bruce went to the Fangs' apartment to eat; Larry left to join them at about 3:30 p.m., locking the warehouse door behind him. No one was in the warehouse when he left, and no one other than employees had permission to be inside. There were more than fifty pounds of live elvers in the warehouse, worth about \$100,000.

Significant Additional Value for OSCA

This proposal adds **significant new value to OSCA's LexisNexis subscription**:

- **Public records nationwide with SmartLinx reports**, complimentary for 100 users. The collection includes more than 45 billion public records – more than any other vendor offers – along with SmartLinx reporting technologies to uncover hidden connections and spot important issues.
- **50-state surveys of statutes and regulations for all OSCA researchers**. Obtain instant comparison of states' treatment of topical issues, linked to governing provisions on LexisNexis and prefaced by an examination of federal context and state themes.

The award-winning LexisNexis legal drafting and review tool, Lexis for Microsoft Office, is also available as an optional purchase. It integrates LexisNexis seamlessly with your Microsoft and Outlook files.

More information about each feature follows.

Nationwide Public Records with SmartLinx Reports

At no additional cost for 100 OSCA users, LexisNexis offers **45 billion documents** with SmartLinx reporting. This creates an easy-to-browse comprehensive report that links all available public records information found on a person or business nationwide – just click and move to data on assets, bankruptcies, judgments and liens, licenses, and more.

45 Billion Documents

That's the vast coverage of the LexisNexis Public Records collection, opening access to sources not readily available from other providers or through the open Web. Our sophisticated SmartLinx linking and reporting technology could help you spot connections that might otherwise remain hidden.

Fill-in-the-Blank Searching Method

Each public records source offers a fill-in-the-blank search form. Many frequently used search forms including real estate, bankruptcy filings, corporate filings, judgments & liens also include a Terms & Connectors (Boolean) search option.

In addition to the multiple search forms, LexisNexis offers valued advanced options including:

- Find similar-sounding last names to find "O'Neal" and "O'Neill."
- Find nicknames of first names to find "Michael," "Mike" and "M."
- Strict Search to more closely match the terms you have entered only (e.g., "Edward R. Smith" will return Edward R. Smith, NOT "Edward Smith" or "Ed Smith.")
- Use the Date of Birth box with mm/dd/yyyy or mm/yyyy or yyyy formats.
- Radius searching is especially helpful for searching across state lines or in metro areas that go across two or three state lines. Select a radius from 5 to 100 miles (default is 30). Enter the wrong city, zip or state? If the correct address is within your radius, the record may still be retrieved.

The screenshot shows the LexisNexis Public Records search interface. At the top, there's a navigation bar with "Lexis Advance" and "Public Records" tabs. Below this, the "Public Records" section is active, showing a "Public Search" button and a "Comprehensive Person Report" link. The main search area prompts the user to "Enter information in at least one field below." It includes a "Basic Information" section with fields for SSN, LexID/ID#, First Name, Middle Name/Initial, Last Name, Street Address (pre-filled with "125 Park Avenue"), City (pre-filled with "New York"), State (pre-filled with "New York"), Zip Code, Telephone (pre-filled with "212-696-7200"), and Date of Birth (pre-filled with "mm/dd/yyyy"). Below this is an "Advanced" section with checkboxes for "Strict Search (Find only exact names and addresses)", "Find similar sounding last names", and "Find nicknames of first name". It also includes a dropdown for "Address Radius" (pre-filled with "30 Miles") and a dropdown for "Age Range" (pre-filled with "All Ages").

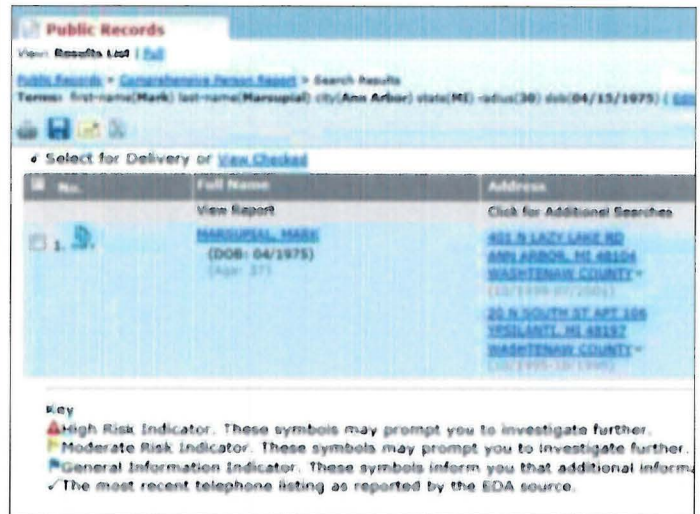
📌 Above: **Public Records Search Options.** Search criteria options for a Comprehensive Person Report.

The screenshot shows the "Advanced" search options section of the LexisNexis Public Records search form. It includes checkboxes for "Strict Search (Find only exact names and addresses)", "Find similar sounding last names", and "Find nicknames of first name". The "Address Radius" dropdown menu is open, showing options: "30 Miles", "No Radius", "5 Miles", "10 Miles", "20 Miles", "40 Miles", "50 Miles", and "100 Miles". Below this, there are dropdowns for "Previous State" and "Other Previous State" (both pre-filled with "All Available States"), and text boxes for "Relative's First Name" and "Other Relative's First Name". At the bottom right, there are "Search" and "Clear Form" buttons.

📌 Above: **Address Radius Search.**

Search Results

Upon using the fill-in-the-blank search form, a “site list” is generated which includes analytical flags that are linked to valuable information such as address and phone number histories.

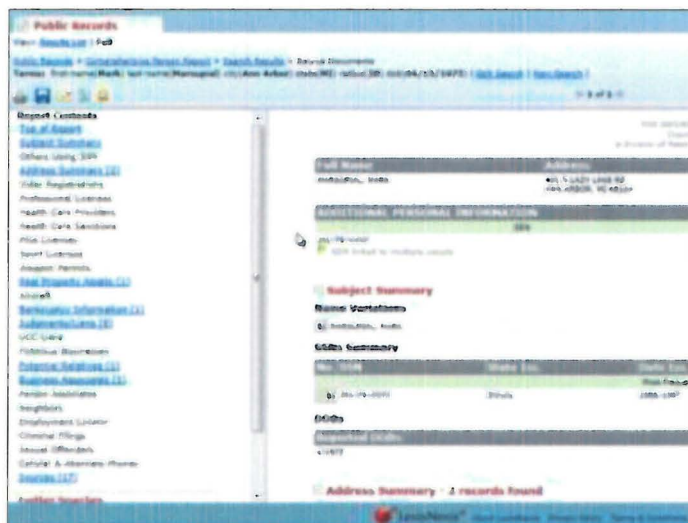


📌 Above: **Public Records Search Results.** Sample search results for a Comprehensive Person Report.

Sample Search Result Reports

From the site list, multiple reports can be viewed including:

- Subject Summary with a Social Security Number
- Address Summary
- Real Property Assets
- Professional Licenses
- Bankruptcy Information
- Judgments and Liens
- Potential Relatives
- And many more!



📌 Above: **Report Contents.** Sample search report with multiple content categories.

LexisNexis 50 State Surveys of Statutes and Regulations

LexisNexis is including *at no additional charge* to OSCA access to the entire collection of 50 State Surveys of Statutes and Regulations. These surveys have been helpful to other government agencies as they seek a quick understanding of compliance issues created by states' varied treatment of business activities. The LexisNexis 50-States Surveys also cite and link to the relevant provisions on Lexis. Following an overview that addresses the federal context in which these requirements operate and outlines state-level regulatory themes, an

easy-to-digest chart presents specific analysis of the most impactful issues on which state treatment varies. Surveys are full-text searchable on Lexis Advance. On *lexis.com* search results are summaries.

Lexis for Microsoft Office (Optional Purchase)

Dramatically reduce the time needed to draft, review and respond to legal documents with **Lexis for Microsoft Office** – voted best table of authority drafting software two years in a row. This powerful tool, available as an optional purchase, will allow OSCA users to easily link to relevant cases, documents and validation from within the software you use every day.

Whether you are working with legal material in a Microsoft Word document or an Outlook email, Lexis for Microsoft Office gives you seamless access to flexible document tools and comprehensive legal resources—right from within your files.



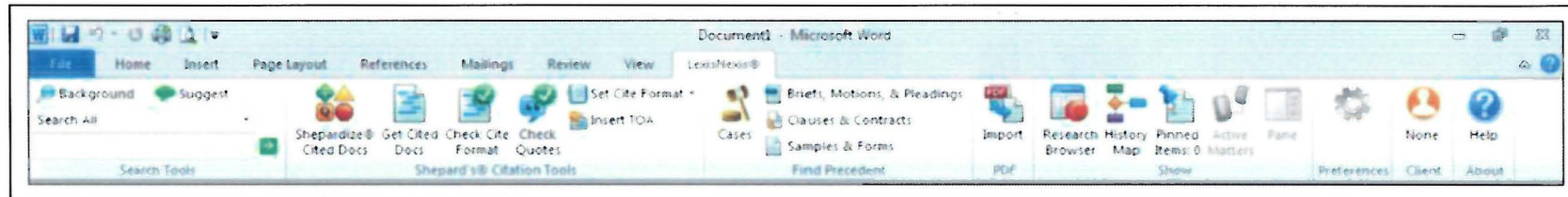
Lexis for Microsoft Office allows you to:

- **Save** time and work more efficiently.
- **Find** relevant cases, briefs, motions and pleadings that support your argument.
- **Ensure** you're not missing a thing by quickly finding cited documents when you review and deconstruct the opposing counsel's briefs.
- **Gain** more confidence in the outcome of your work.
- **Achieve** maximum value from your research and Microsoft Office® investment.

Lexis for Microsoft Office Product Functionality:

- **Check Quotes:** Verify all the quotes in the brief before submitting to the court.
- **Set Cite Format:** Format all the citations in the brief to comply with court citation style requirements. If a user has already checked the citation formats in the document, the user may select a new style manual format; Set Cite Format function reformats the citations to comply with the new style manual selected.
- **Check Cite Format:** Verify the citation format to ensure compliance with the style manual selected in Set Cite Format.
- **Insert Table of Authorities (TOA):** Insert TOA in the format required by the court.
- **Copy with Cite:** user can copy text and the citation for cases, statutes, and all content available on LexisNexis is instantly inserted.

Lexis for Microsoft Office (LMO) Toolbar and Features



• Above: **LMO Toolbar**. A convenient LMO toolbar appears within Microsoft Word and Outlook and allows you to choose tasks.

Search All, Background and Suggest • Access relevant information without leaving the document or email on which you're working. • Effortlessly retrieve relevant information through text recognition capabilities and identify citations, legal entities and terms of art	Cases; Briefs, Motions, & Pleadings; Clauses & Contracts; Samples & Forms • Access links to relevant cases, briefs, motions, pleadings, contracts and model forms for topics of interest to you within your Microsoft Word documents.
Shepardize® Cited Docs and Get Cited Docs • Utilize Shepard's® Citations Service within the context of your document. Get Cited Docs pulls citations into a side-by-side pane in a "virtual stack" of your cited cases. • Through text analysis, legal citations and corresponding Shepard's Signal™ indicators found in the document are highlighted. Case content can be accessed and validated simply by clicking on the citation.	PDF Converter and Pinning • Turn PDFs into Microsoft Word documents so that you can tap into the full functionality of Lexis for Microsoft Office and begin your research and analysis. • Use Pinning to quickly save documents, links, and notes for future reference or to support your position as you create an argument.
Check Cite Format and Check Quotes • Simplifies the verification and formatting of both citations and quotes while decreasing the time spent reviewing style compliance. • Set style preferences to selected style manual formats. • Instantly verify the accuracy and relevance of quotes. Highlighting identifies discrepancies between a quoted passage and original source text.	Research Browser and History Map • Through History Map, create an easy-to-follow graphic depiction of steps taken and documents accessed during the research process that can be used for your own reference or shared with others.
Table of Authorities • Now creating or updating a Table of Authorities is faster and easier, reducing your long compilation timelines to the click of a button. • Meet court requirements by using the required court jurisdiction style Bookmarks to the pages on which references appear are automatically incorporated	• Gain one-click access to lexis.com to create a seamless bridge between your research and Lexis for Microsoft Office and enable deeper research within your document

• Above: **LMO Features** that can be made available to OSCA.

Request

3. The Contractor should submit a specific list of materials that will be provided in accordance with section 3.2, Performance Requirements, Resources.

Response

OSCA researchers will continue accessing all content they currently receive from LexisNexis, with the addition of nationwide public records for 100 users, and 50-state surveys for all users. Here is a summary of all the content.

- Case law: all states, all federal
- Statutes: all states and the United States Code Service
- Advance Legislative Service: all states
- U.S. Public Laws
- Bills and bill tracking reports: all states and all federal
- Court rules: all states and all federal
- Regulations: all states and the Code of Federal Regulations
- Federal regulation tracking
- Registers: most states and the Federal Register
- Municipal codes nationwide
- Attorney General opinions: all states and federal
- Administrative agency opinions and other materials: all states and all federal
- Briefs, pleadings and motions nationwide
- Congressional Record
- Federal Sentencing Guidelines
- Federal and state court orders
- Public papers of the president
- Executive orders
- All law reviews & journals
- Law Directories
- Restatements
- Model acts and uniform laws
- ALI-ABA Course of Study Materials
- Legal dictionaries
- *Shepard's* Citations Service
- Tax Analysts publications
- Missouri Bar publications (published by The Missouri Bar):
 - Missouri Administrative Law
 - Missouri Adoption Law & Practice
 - Missouri Appellate Court Practice
 - Missouri Bankruptcy Practice
 - Missouri Business Transitions
 - Missouri Civil Procedure
 - Missouri Civil Trial Practice
 - Missouri Commercial Law
 - Missouri Condemnation Practice
 - Missouri Construction Law
 - Missouri Consumer Law and Practice
 - Missouri Contracts
 - Missouri Corporate Organization and Operation
 - Missouri Creditors' Remedies
 - Missouri Criminal Practice

- Missouri Damages
 - Missouri Discovery
 - Missouri DWI Law and Practice
 - Missouri Elder Law
 - Missouri Employer-Employee Law
 - Missouri Employment Discrimination
 - Missouri Environmental Law
 - Missouri Estate Administration
 - Missouri Estate Planning
 - Missouri Evidence
 - Missouri Evidence Restated
 - Missouri Family Law
 - Missouri Farm Law
 - Missouri Insurance Practice
 - Missouri Intellectual Property
 - Missouri Juvenile Law
 - Missouri Litigation Settlements
 - Missouri Local Government Law
 - Missouri Mental Health Law
 - Missouri Professional Liability
 - Missouri Real Estate Practice
 - Missouri Remedies
 - Missouri School Law
 - Missouri Secured Transactions
 - Missouri Sources of Proof
 - Missouri Specialized Business Entities
 - Missouri Taxation Law and Practice
 - Missouri Time Limitations
 - Missouri Tort Law
 - Missouri Workers' Compensation Law
 - MO Trusts, Powers of Attorney, Custodianships, and Nonprobate Matters
- Other secondary legal practice materials and treatises:
 - American Jurisprudence 2d (published by West)
 - American Law Reports (published by West)
 - California Jurisprudence 3d (published by West)
 - Florida Jurisprudence 2d (published by West)
 - Michigan Civil Jurisprudence (published by West)
 - New York Jurisprudence 2d (published by West)
 - Ohio Jurisprudence 3d (published by West)
 - Texas Jurisprudence 3d (published by West)
 - Witkin California materials (published by West)
 - Bryson on Virginia Civil Procedure (by W. Hamilton Bryson)
 - Georgia Civil Practice (by Hardy Gregory, Jr.)
 - Georgia Civil Procedure Forms (by A. Felton Jenkins, Jr.; Ralph A. Pitts)
 - Georgia Domestic Relations Forms (by Edward E. Bates, Jr.)
 - Georgia Estate Planning, Will Drafting and Estate Administration Forms (by Bertram L. Levy; Benjamin T. White)
 - Georgia Real Estate Forms (by Russell S. Grove, Jr.; Deborah E. Glass)
 - Michie's Jurisprudence of Virginia and West Virginia (published by LexisNexis Matthew Bender)
 - Virginia Model Jury Instructions - Civil and Criminal (published by LexisNexis Matthew Bender)

Request

4. The contractor should describe the content proposed, the name and qualifications of the authors/editors and how often resource content is updated.

Response

Please see the response to No. 3 above for a summary of all content proposed. Each secondary legal source includes the name of the author or publisher. Authors and publishers are highly respected in the State of Missouri and their respective legal fields.

The OSCA will always receive access to the most up-to-date content from LexisNexis. On a daily basis, LexisNexis receives electronically new and updated information directly from state and federal courts and other agencies. Information includes case law, briefs, legislative materials, regulatory content, agency opinions, and much more. Much of the process is electronically automated, placing content online almost immediately after LexisNexis receives them from reputable sources. LexisNexis editors also help prepare data for online publication by adding headnotes and other important enhancements to materials. LexisNexis has been providing online legal research services for over 40 years.

Request

5. The Contractor should explain its support capabilities and availability.

Response

One way LexisNexis sets itself apart from our competitors is our exceptional customer support. In addition to your dedicated Missouri account team, OSCA will have a reliable, trusted team of experts available 24 hours a day, seven days a week, including holidays via our dedicated toll free number: (800) 543-6862.

LexisNexis Customer Support Includes:

HOURS AND SPECIALISTS	LEGAL RESEARCH SUPPORT
Reliable, trusted team of experts available 24 x 7 via a toll-free number. Your customer support staff will include professionals with the following education and experience: • Attorneys • Information professionals • Individuals with MBA degrees • Paralegals • Financial planners and stock brokers • CPAs	For questions relating to legal research strategy, materials, and features, experienced Legal Research Associates will help you find answers fast. Approximately 90% of the associates hold JDs, and most of them are licensed attorneys. The remaining Legal Customer Support Representatives are experienced paralegals with extensive training. Many Legal Customer Support Representatives who will assist you have practiced in law firms, in corporate counsel offices, and as judicial law clerks.
TECHNICAL SUPPORT	OPERATIONS SUPPORT
Technical experts will respond to your questions about hardware, software and telecommunications, providing assistance with installation, configuration, set-up and troubleshooting, etc. The service is available 24 hours a day. The majority of the technical staff have degrees in disciplines including Management Information Systems, Computer Science and Business Administration. Users will benefit from the representatives’ practical work experience as Systems Administrators, Application Programmers, Internet Service Support Providers and Technical Support Representatives.	LexisNexis Operations Support Representatives will assist with systems operations issues such as the print system, ID-related questions and the Alert feature. The service is available 24 hours a day. The specialists have a variety of expertise and education, including bachelor’s degrees in communications, business and MIS. Most representatives who will serve you have worked at least two years as telephonic customer support specialists before they joined LexisNexis.

 **New!** Online chat support is also available during limited business hours.

Request

6. The Contractor should provide additional relevant information to assist evaluation of the method of the Contractor’s performance.

Response

The remainder of this section includes detailed responses to other key portions of RFP Section 3.

Request

Section 3.2.c Tools for comprehensive case citation and treatment history to verify the validity of case law, statutes, agency opinions and other legal documents.

Response***Shepard's Citations Service***

OSCA's legal professionals can complete their research quickly and easily with our **exclusive** *Shepard's* Citations Service. For over 140 years, it has been the industry standard in case history and citation validation. With *Shepard's*, OSCA can be confident in your research, trusting that you're relying on accurate, authoritative law for supporting your case.

- Be Confident and Avoid Costly Mistakes
- Trust that you are relying on accurate, authoritative law for supporting your case.
- Help ensure you are not missing pertinent legal information that could hurt your case.
- Develop stronger cases and case arguments.
- Find additional authority to bolster your arguments to support your case.
- Identify splits in authority and the impact to your case.
- Find sources to clarify the law and support your case.

LexisNexis employs attorney-editors for its *Shepard's* Citations Service. The attorney-editors provide *Shepard's* analyses with treatment phrases to the cases within the LexisNexis database.

Quickly spot potential splits in authority thanks to *Shepard's* unmatched true depth of coverage.

Unlike other citators, ***Shepard's* covers the complete spectrum of editorial analysis**, from very negative (overruled) through mild negative (distinguished) to true positive (followed). Other citators can erroneously lead

you to believe that a case is no longer good law, when it is has been expressly followed in other jurisdictions or on the issue at hand.

Furthermore, **only** LexisNexis lets you *Shepardize* a subsection of a statute. Instead of wading through off-point annotations, *Shepard's* helps you locate just the cases relevant to the particular subsection of law at hand. *Shepard's* also enables you to *Shepardize* a headnote to rapidly identify citing cases that discuss specific issues of interest. For example, someone studying a full-text case could find citing cases about the concepts in a particular headnote and move to a report with those references.

Shepard's Signal™ Indicators

Exclusive *Shepard's* Signal indicators offer an at-a-glance indication of a case's precedential status:

 **Red Stop Sign: Warning** – Negative Treatment Indicated – Contains strong negative history or treatment of your case (i.e., overruled or reversed).

 **Red Exclamation Point: Warning** – Negative Treatment is Indicated for Statute – Contains statutes that have been found to be unconstitutional, void, or invalid.

 **Orange Q: Validity Questioned by Citing References** – Contains treatment that questions the continuing validity or precedential value of cases due to intervening circumstances, including judicial or legislative overruling.

 **Yellow Triangle: Caution** – Possible Negative Treatment Indicated – Contains history or treatment that may have a significant negative impact on your case (i.e., distinguished or criticized by).

 **Green Diamond with "+": True Positive Treatment Indicated** – Contains history or treatment of your case that has a positive impact on your case (i.e., affirmed or followed by).

 **Blue Circle with the letter "A": Cited and Neutral Analysis Indicated** – Contains Treatment of your case that is neither positive nor negative.

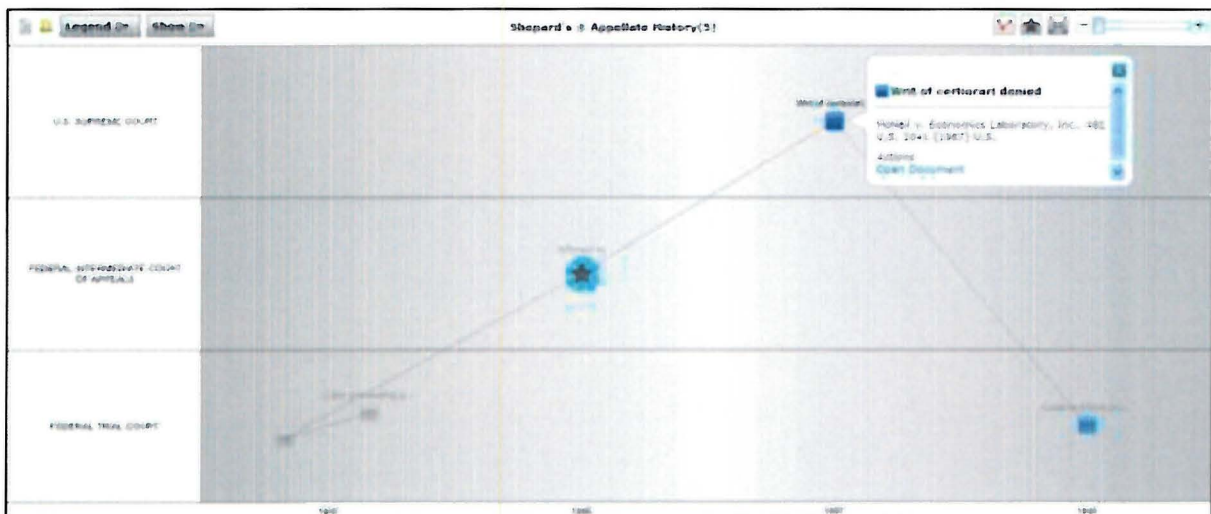
 **Blue Circle with the letter "I": Citation Information Available** – Citing references are available for a case, but do not have history or treatment analysis (i.e., the references are law review citations).

Lexis Advance™: *Shepard's Graphical*

Lexis Advance offers the **exclusive Shepard's Graphical**, which lets you click on the Citing Decisions tab to see a graphical history of the citing decisions in a visually intuitive **Map** or **Grid View**.



The **Map View** provides an instantaneous picture of a case's history. The Appellate History Map visually depicts the appellate chain of your case (prior and subsequent appellate history). Its numerous easy-to-use features include the ability to zoom in for more detailed viewing, to trace the direct path between a subsequent event back to your Shepardized™ case, and much more.

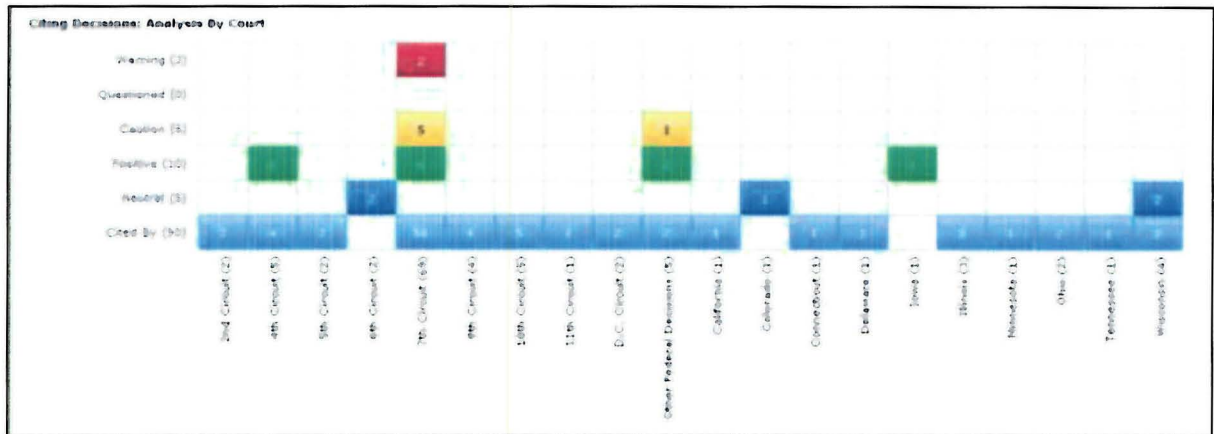


Shepard's Graphical provides an easy-to-use Map View that shows a case's appellate history



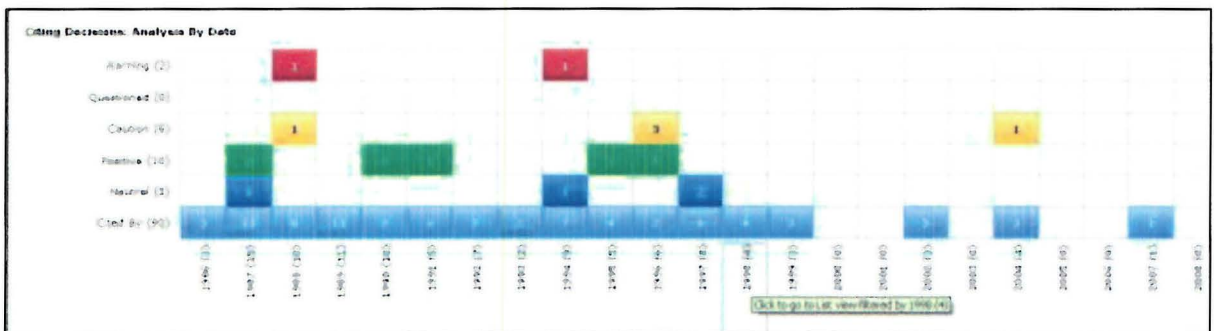
 The **Grid View** delivers a graphical depiction with a full view into *Shepard's* treatments for your case. The citing decisions can be visually illustrated as [Analysis By Court](#) and [Analysis By Date](#), which both provide a single, consolidated view of the treatments for your case.

Analysis By Court shows a breakdown of how each court treats a case by jurisdiction. This bird's-eye view helps make it easy to spot splits of authority.



The Grid View in *Shepard's* Graphical depicts, by jurisdiction, how courts have treated a case...

Analysis By Date shows yearly treatment of a case. This view helps pinpoint potential splits of authority by allowing you to see cases that were treated negatively, but subsequently expressly followed. This analysis shows if the case is still “good law” as evidenced by the reliance upon it and how the case is viewed by other courts over time.



... and also highlights intricacies, such as if a case was treated negatively but subsequently followed

Selecting an individual cell, row label or column label in either Analysis by Court or Analysis by Date will show a List view with Narrow by selections displayed.



Quickly drill down into specific areas of interest by selecting individual cells or labels

Lexis Advance: *Shepard's* Depth of Discussion Indicators

Lexis Advance includes *Shepard's* Depth of Discussion Indicators, which display the various ways in which citing documents consider the cited reference. The number of bars shown indicates the relative differences between the categories – the presence of four bars is indicative of significant discussion associated with the case, whereas one bar indicates that there is minor discussion.

Image	Indicator	The Citing Document...
	Analyzed	Fully considers the cited reference
	Discussed	Discusses the cited reference with some measure of analysis
	Mentioned	Mentions the cited reference but does so briefly
	Cited	Cites to the reference with minimal if any discussion

These indicators make it easy for legal researchers to get to relevant information quickly by highlighting how much discussion a citing decision may have on a particular *Shepardized* case.

Request

Section 3.3 Mandatory Search and Data Capabilities

Response

LexisNexis provides all of OSCA's mandatory search and data capabilities listed in RFP section 3.3, as follows, including the following:

Request	Response
Word or phrase search	Users can search by word or phrase on LexisNexis.
Specification of proximity relationship between search terms	Users can specify proximity of relationship between search terms. The "w/n" connector can be used to find documents in which the first word appears within "n" words of the second one.
Field or segment searching	Users can restrict searches to a specific part or segment of a document on LexisNexis.
Root expansion and universal character symbols	LexisNexis recognizes root expanders and universal characters.

Request for Proposal No. OSCA 15-029 “Online Legal Research Services”

Request	Response
Boolean searching	Boolean searching is available on LexisNexis.
Option or browsing retrieved documents page by page or search term to search term	These functionalities exist on LexisNexis.
Highlighting of search terms in retrieved results	Search terms are automatically highlighted on LexisNexis.
The ability to search all state databases simultaneously	Users can search all state databases simultaneously using LexisNexis.
The ability to search all federal databases simultaneously	All federal databases can be searched simultaneously using LexisNexis.
The ability to search an individual state	This capability exists on LexisNexis.
The ability to search an individual federal circuit	This capability exists on LexisNexis.
Hypertext link within documents	Hyperlinks to case law and statutes are embedded within documents on LexisNexis. The user can link directly to the referenced document by clicking on the hyperlink.
Retrieval of documents by citation	Users can retrieve documents by citation on LexisNexis.
The ability to print and download entire or selected portion of results	Users may print, download, or e-mail single or multiple documents at no additional cost. This structure enables you to restrict your search terms, display, or printed results to specific portions of a document. Users may print entire documents or restrict your printed results to specific portions of a document.
Natural language searching	LexisNexis can be searched by common and natural language.
Citation checking history and treatment	<i>Shepard's</i> is the industry standard in case history and citation validation and it's a LexisNexis exclusive.
The ability to extract cites from electronic documents	<i>Shepard's</i> Table of Authorities can extract cites from cases online. Lexis for Microsoft Office (available as an optional purchase) can also extract cites from electronic documents and create a Table of Authorities within seconds.
Electronic Clipping services	The Alert feature, available in LexisNexis, is an electronic clipping service that allows you to follow the development of topics of interest to you. You instruct LexisNexis to save your search request and re-run that search request at specific intervals.

Request

c. The Contract’s legal research service must include password protection for control purposes and to prevent unauthorized access. The Contractor shall provide bi-monthly reports of user activity and, if requested by OSCA, provide 6 month reports of connect time based on individual subscribers.

Response

Our customers place their trust in us. It’s a responsibility we at LexisNexis take very seriously. Sound privacy, security and compliance practices are essential to our business, and the business of our customers.

LexisNexis issues unique IDs to every individual user. LexisNexis also requires a secure password for every ID as a further control and to prevent unauthorized access.

Usage Reports - PowerInvoice

Usage reports can be easily accessed via PowerInvoice. PowerInvoice is a secured, browser-based service containing LexisNexis billing data and electronic invoices. Information covers activity that may be as recent as 24 to 48 hours.

With PowerInvoice, you can generate customized reports to reflect usage within your agency. You may specify data ranges, user IDs, clients and more. OSCA administrators can create usage reports on an as-needed basis. For specialized usage reports, OSCA may contact its Account Manager, Erin Holleman, for assistance.

Request

d. The Contractor shall preclude any internet “pop-ups” or advertisements of any nature from displaying during all user online research sessions.

Response

OSCA will not receive advertisements or “pop-ups” from any outside sources during research sessions. Periodically, LexisNexis will provide pertinent information and notifications about Lexis Advance prior to beginning a research session.

Request

e. A point of contact with the Contractor will be determined upon award. An OSCA representative will request login and ID’s for all attorneys via email. Contractor shall provide to OSCA, via email, login and ID numbers within 2 business days of the request. OSCA will not receive additional credit or charges for any month unless adding or deleting of ID’s exceeds the tier pricing limit of 750 users by more than 20 users. Auditing of log-on IDs shall be conducted on a monthly basis.

Response

LexisNexis understands and agrees to the foregoing provisions.

Erin Holleman, LexisNexis Account Manager

LexisNexis proposes Erin Holleman as the company contact person for OSCA. She now manages the LexisNexis for OSCA and other state and local government agencies that use LexisNexis services. Having worked with LexisNexis for 15 years, she is responsible for agencies in several states. Erin is responsible for handling LexisNexis legal, news, and business research management for judges, attorneys, clerks, government agencies and the support staff. Erin holds a B.S. from California State University at Long Beach. She has had other high-level agencies as accounts, such as the California and Colorado bar associations, the federal courts, USDOJ, IRS SEC, as well as the Nevada Attorney General, Oregon Department of Justice, and the Montana Courts, just to name a few. She was named the LexisNexis consultant of the year and earned the company’s “Circle of Excellence” distinction because of her performance.

Request

f. The contractor shall not impose any limit to the number of simultaneous users, nor limit in any manner the access time. Web-based access must not be limited to any group of IP addresses.

Response

All OSCA users will be able to access LexisNexis simultaneously, each using their own unique ID and password. There is no limit to the number of users who can access LexisNexis at the same time. LexisNexis services are Internet-based solution and are not limited to any group of IP addresses.

Request

g. The contractor shall provide the most current version of all automatic cite checking systems available. The contractor will be responsible for updating OSCA’s cite checking system when new versions are released. The contractor shall also provide the most current version of any citation verification services provided.

Response

OSCA will continue to have access to *Shepard’s*, the industry standard in case history and citation validation, and a LexisNexis exclusive. Please see full *Shepard’s* details in this proposal’s response to Section 3.2.c.

Request

h. The contractor shall also provide access to its legal databases through an app for a smartphone or tablet.

Response

Lexis Advance is a completely mobile solution. LexisNexis knows the practice of law isn’t limited to brick and mortar offices – or traditional business hours. Our legal solutions are available 24 hours a day, 7 days a week, wherever you are whenever you need it. Your Lexis Advance subscription can be accessed quickly – straight from your mobile device.

Lexis Advance and Mobile Access

Essential solutions for legal professionals



Anywhere, anytime access – over 13 LexisNexis iPhone® and iPad® apps available



Request

Section 3.5 Training

The contractor must provide instructor-led training and related materials for all subscribers located in the state of Missouri at a time and location mutually agreed upon by OSCA and contractor. The training must focus on accessing web-based research tools provided and include the following minimum elements in the course syllabus:

- a. Accessing the web site
- b. Familiarization with available data bases, record collections, and resources
- c. Conducting simple searches
- d. Saving search results
- e. Conducting searches within search results
- f. Conducting complex searches
 - A. Boolean logic
 - B. Natural language searches
 - C. Nested searches
 - D. Wild card searches
 - E. Constructing an efficient search
 - F. Constructing searches that can be saved and searched again
- g. Printing search results
- h. Downloading search results to subscribers' computer
- i. Using online help
- j. Using online tutorials

The contractor shall submit a list of the type of trainings that are included in its subscription services for on-line legal research.

Response

Upon day 1 of contract renewal, LexisNexis is prepared to continue the seamless delivery of our online services to OSCA and provide training throughout the life of the contract. An extension of the existing OSCA-LexisNexis partnership avoids time spent on re-training, loss of productivity, workflow disruption, or other transition costs that may be associated with migrating to another vendor.

Advantage: In-person training, customized for OSCA. We will be in your offices as often as you need us!

Your Missouri training team from LexisNexis will provide expert, in-person training and support to all users. This team is supplemented by a dedicated, experienced account executive, 24/7 telephonic research and technical customer support, and on-demand Webinar training. These relationships are ongoing and we will continue to provide training at no charge to OSCA as requested throughout the length of your agreement.

LexisNexis research consultants are dedicated to providing sessions to OSCA’s judges and legal staff that will sharpen their knowledge of LexisNexis services and hone their research skills in various areas of law. Our training team members understand the workflow of our clients and how they use our solutions. We provide a variety of learning options, both onsite and remote, to address the individual and collective needs of agency users.

LexisNexis research consultants will provide instructor-led training and related materials for all subscribers located in the state of Missouri at a time and location selected by OSCA. The training will be customized to your requirements as outlined in this RFP.

LexisNexis can provide training on the following – and more!

- Accessing the web site
- Familiarization with available data bases, record collections, and resources
- Conducting simple searches
- Saving search results
- Conducting searches within search results
- Conducting complex searches
- Boolean logic
- Natural language searches
- Nested searches
- Wild card searches
- Constructing an efficient search
- Constructing searches that can be saved and searched again
- Printing search results
- Downloading search results to subscribers’ computer
- Using online help
- Using online tutorials

Onsite Training

As part of OSCA’s contract – at no additional charge – a dedicated LexisNexis solutions consultant in Missouri will provide onsite computer-assisted training. There is a minimum of five users per training session for in person training.

Onsite trainers will tailor their sessions to the specific needs of the OSCA including (but not limited to) case law, administrative decisions and treatises. Trainers are flexible and can train in a large-scale auditorium or a small conference room.

Dates and times, as well as location, can be determined in advance so the OSCA can effectively notify users of the training schedule ahead of time.

Personalized Telephonic/Webinar Training

For personalized one-on-one telephonic assistance or small-group training, OSCA staff can simply schedule a convenient class time with a LexisNexis consultant. These sessions range from an overview of LexisNexis to sessions based upon a staff member’s specific requests and research examples. Because they are scheduled at the user’s convenience, training sessions can accommodate the busy schedules of OSCA employees. Furthermore, the sessions can be conducted in the privacy of one’s own office so the user can feel comfortable asking questions.

What’s New? Live Chat Support.
OSCA judges and legal staff will have access to Live Support within Lexis Advance. Monday – Friday during regular business hours.

The government training consultants in our corporate offices have developed an understanding of government agencies’ specific legal research needs. This unique team of telephonic training consultants (TCs) exemplifies the LexisNexis commitment to providing superior service. They are professional trainers who thoroughly understand our databases and how to work with a variety of roles within government agencies.

TCs are available for at-your-desk training via telephone or Web-based conferencing. They customize your 60-minute session by product, experience, and area of interest (e.g. content, topic). CLE or CPE credit may be offered for TC training sessions.

This training is available anywhere around the world, and participants can be connected in a matter of minutes. Training can be set upon individual request with as little as 24-hour notice to your dedicated training consultant. Web training provides equal learning opportunities to geographically dispersed participants in a variety of ways:

- Real-time interactive meetings
- Presentations
- Consulting sessions
- Seminars
- Software demonstrations

To sign up for training visit <http://www.lexisnexis.com/en-us/training/telephonic-consulting.page>. To sign up for prescheduled Webinars visit <https://lexisnexiscenters.webex.com>.

Webinar Examples

- Lexis Advance Overview (1 Hour): this session covers: sign-on home page features, searching options, filtering results, examining documents, online work folders, *Shepard's*, Research Map, and Q&A.
- Leverage Terms & Connectors (30 Minutes): Learn how to run Terms and Connector searches on Lexis Advance as well as advanced search functions to get pin point results on Lexis Advance
- Shepard's & Splits of Authority (30 Minutes): Pulling a *Shepard's* report, analyzing appellate history and citing decisions (both list and grid views)
- Lexis Advance-The Absolute Basics (30 Minutes): Signing on, searching by cite and party name, and running a general search.
- Case Law & Statute Searching (30 Minutes): Learn the basics of legal research on the new platform, Lexis Advance.
- Utilizing Shepard's & Alerts (30 Minutes): Learn what is new with *Shepard's* in Lexis Advance and save time by setting alerts.
- Customize Your LexisNexis Experience (30 Minutes): Everyone likes to go about their research a little differently, learn how you can customize LexisNexis to best suit your research needs.
- Advanced Legal Research: Segment Searching, Terms & Connectors, and Searching for Statutes (30 Minutes): This class is designed for researchers who have a basic knowledge of Terms & Connectors. Class will cover underutilized connectors, segment searching, and finding Missouri statutes, including archived versions.

Request

RFP Section 3.6 Support Services

- a. The Contractor should provide a toll-free help desk telephone service that is available 18 hours per day (6 a.m. through 12 midnight central time), five (5) days per week (Monday through Friday).

Response

LexisNexis provides expert customer support, 24 hours a day, seven days a week via our toll-free support line (800) 543-6862. OSCA will also have access to live chat support via Lexis Advance Monday through Friday during regular business hours.

Request

- b. The Contractor should send prior written notice to end users notifying them of any scheduled downtime of the on-line system.

Response

LexisNexis would provide written notice to end users in the highly unlikely event of any scheduled downtime. The online services are available 24/7, with availability measured at 99.8% in the last year.

Request

c. The Contractor should provide 24 hours per day, 7 days per week electronic support which includes that ability to report problems to the Contractor on-line and the ability to order fixes electronically.

Response

LexisNexis provides toll-free telephonic support 24/7. We also provide electronic (chat support) via Lexis Advance during regular business hours. Additionally, OSCA can notify Erin Holleman of any problems via email at Erin.Holleman@lexisnexus.com.

Request

d. The Contractor shall submit a list of the specific support services that are included in its subscription services for on-line legal research.

Response

In addition to the customer support and training services outlined in this proposal above, Erin Holleman is the OSCA dedicated Client Manager who will assist in the day-to-day management of your LexisNexis account. For more information about her, please see this proposal's response to Section 3.4.e. Erin can be reached at (303) 280-8291 and Erin.Holleman@lexisnexus.com.

Contractor Experience and Reliability

Exhibit B

B.1 EXPERIENCE:

Request

1) The Contractor should provide the following information related to previous and current contracts which are considered identical or similar to the requirements of this RFP. The Contractor should provide references of at least three (3) customers who have acquired on-line legal research services from the Contractor.

Response

Information on three client references is submitted separately as **confidential information**.

Request

2) The Contractor should provide examples of how they have met, or exceeded technical expectations of the client on major tasks/milestones for deliverables for previous projects.

Response

LexisNexis has thousands of satisfied customers. Every day, we set out to meet and exceed the expectations of our clients. We work with government agencies of all sizes to assist them in their important tasks as they service the public with efficient, comprehensive and current legal solutions.

A few customer testimonials regarding the helpfulness of our solutions:

"We are very pleased that we made the decision to move to LexisNexis, as it has provided a high quality research platform at a very competitive price. The functionality and ease-of-use of Lexis Advance has exceeded our expectations, and has resulted in greater productivity for staff."

– Timothy P. Donaher | New York | Monroe County Public Defender

"I use Lexis Advance in my work daily. I cite and fact check judicial opinions. I have found Lexis to be more accurate than its main competitor. When inconsistencies between Lexis and its competitor are brought to my attention and I have to physically check the official records, Lexis has proven time and time again to be the source with the most accurate information. In addition, Lexis Advance is easy to use. I cut and paste citations into the input field and need to make only minor adjustments (if at all) to run the search successfully. When you have to cite check over 50-100 case citations and statutes per document, this is a huge time saver."

– Judicial Assistant | California

“Lexis is a quick and simple way to do the legal research you need to write a brief or to give legal advice. Its search logic makes it easy to navigate, and when you get stuck, you can telephone for support assistance. The calls are answered quickly, and - more importantly - knowledgeably, and - most importantly of all, at least for me! - In language you can understand. I particularly appreciate the way staff not only are willing to stay on the phone with you until you grasp what you need to do, but will actually suggest that they stay on the phone with you while you try the advice they give you and make sure it works.”

– Bruce C. Johnson | Michigan Lawyer | Public Sector

Request

3) The Contractor should provide examples of how they have been responsive to changes in technical directions within previous projects.

Response

LexisNexis knows the legal world is a unique hybrid of the old world and the new. Case law, *Shepard's* and oft-cited legal treatises are relied upon by legal researchers from paralegals to attorneys to judges everywhere. Yet in an electronic era, the explosion of information coupled with rapid technological advances has caused the legal industry to evolve. The ways in which researchers want to access information has changed.

LexisNexis has worked with government agencies to successfully transition them to Lexis Advance, which searches across 60,000 sources and delivers the on-point answers and powerful functionality today's tech savvy researchers require. Lexis Advance was designed with timesaving tools which make it easier to access relevant content, analyze it and put those findings to work.

A customer testimonial:

“In a time when we professionals in the public sector have fewer law clerks and research aides, LexisNexis allows me to research myself and write the detailed orders required by my position. The ease of use, accuracy of results found, and ability to get the latest cases in short order make this the only choice for me. The *Shepardizing* function is the e-version of what I used in paper form back in law school so I feel like I'm getting the best of 'old school' along with the latest technology.”

– Robert S. Cohen | Director and Chief Judge | Florida

OSCA's LexisNexis team has customized its account management approach for clients across the Midwest – listening to their legal research needs. Should a major project or a change in research/technological needs for a customer arise, the account team led by Erin Holleman can consult and strategize, make recommendations, and help implement them. It's all part of our commitment to successful, ongoing partnerships with our customers.

B.2 RELIABILITY**Request**

The Contractor should describe the organization's specific experience in providing on-line legal research services in each category of service proposed, noting and specifically describing experience providing such to governmental entities. The Contractor should provide a brief description of the organization and any proposed sub-contractor organization(s).

Response

LexisNexis began in 1973 and leads the information industry with the largest full-text one-stop, online information service providing access to legal, news, legislative, financial, public records, patent, medical materials, and much more. Providing access to primary and secondary legal information, thousands of worldwide newspapers, magazines, trade journals, industry newsletters, tax and accounting information, financial data, public records, legislative records, data on companies and their executives makes the LexisNexis online services an indispensable tool for gathering information and making confident decisions.

LexisNexis maintains one of the largest professional information services in the world. Operational capacity, performance monitoring capabilities and industry leading customer support is available 24 hours a day, 7 days a week. We maintain a large database with over 60,000 sources and billions of documents, and we add more than 1.7 million new searchable documents per day.



The company employs more than 13,000 individuals nationwide. In the United States alone there are over 50 LexisNexis offices and facilities. LexisNexis maintains one of the largest professional information services in the world. Operational capacity, performance monitoring capabilities and industry leading customer support is available virtually 24 hours a day, 7 days a week. We maintain a large database with nearly 60,000 sources online and billions of searchable documents.

Subscribing to the LexisNexis brand on the Internet, and those of its subsidiaries, carries with it the guarantee of access to information from only legitimate sources, enriched with valuable enhancements - such as indexing, linkages and segmentation – from the company that created electronic legal information research.

LexisNexis has grown from a small start-up company to a major global leader in the information industry. We partner with a wide range of legal, business, government, and academic customers including:

- Thousands of state and local government agencies nationwide, including OSCA.
- Virtually every federal agency
- Virtually every Fortune 500 company
- Top 100 largest law firms
- All American Bar Association accredited law schools
- Major accounting firms
- International customers
- Hundreds of universities and colleges

Request

The Contractor’s description should include:

1. Founding date and number of years in business as currently constituted.

Response

Founded in 1973, LexisNexis has been a leading global provider of information and workflow solutions for over 40 years.

Request

2. Identification of website, if any.

Response

The LexisNexis website is www.lexisnexis.com.

Request

3. Description of knowledge and experience in providing On-Line Legal Services.

Response

LexisNexis leads the information industry with the largest full-text one-stop, online information service providing access to legal content and public records. We have provided the LexisNexis services and management support for more than 40 years and have built a client base worldwide. LexisNexis has grown from a small start-up company to a global leader in the information industry. We serve a wide range of government, legal, business, and academic customers, that includes:

- Thousands of state and local government agencies, including OSCA.
- The vast majority of all federal agencies
- 80% of Fortune 500 companies
- Top 100 largest law firms
- 50 of the top 50 US banks
- All American Bar Association accredited law schools
- Big 4 accounting firms
- International customers
- Hundreds of universities and colleges

Organizations have relied on LexisNexis to provide the management tools and information services necessary to deliver the results they need. LexisNexis has developed a unique ability to meet the special requirements and diverse needs of government agencies. Thousands of state and local government agencies and 80% of all federal agencies choose LexisNexis as a primary source for their online research information services. Moreover, government researchers have relied on LexisNexis by conducting more than 2.6 million LexisNexis searches and reading, on average, more than 4.9 million LexisNexis documents each month. In addition, each day, almost 20,000 automated alerts are used to proactively keep government employees current on the issues that matter most.

Government agencies come to LexisNexis to help them find the right answers to make informed decisions. LexisNexis offers a trusted team of experts who understand your legal operations and unique research requirements and who are committed to delivering superior customer service to improve your user’s research experience.

Providing specialized legal advice in complicated areas of law requires reliable, accurate, fast and complete research tools. LexisNexis was the first company to respond to the need to innovate computer-assisted legal research over 40 years ago, so you’ll acquire a partner with a history of delivering solutions and support that expand your knowledge base and help you achieve your goals. Whatever challenges OSCA faces in today’s changing environment, LexisNexis will empower users with integrated knowledge solutions that will help answer questions faster, solve problems more confidently, stay on task, and keep moving forward.

LexisNexis has successfully implemented and fulfilled numerous contracts for government agencies of all sizes.

Request

4. Type of other services performed.

Response

LexisNexis is a leading global provider of content-enabled workflow solutions designed specifically for professionals in the legal, risk management, corporate, government, law enforcement, accounting, and academic markets. LexisNexis originally pioneered online information with its Lexis and Nexis services. LexisNexis is part of RELX Group and serves customers in more than 100 countries with more than 13,000 employees nationwide.

Through the integration of information and technology, LexisNexis uniquely unites proprietary brands, advanced Web technologies and premium information sources. Across the globe, LexisNexis provides customers with access to billions of searchable documents and records from thousands of sources. LexisNexis encompasses authoritative legal-publishing brands dating back to the 19th century.

To help customers excel in their own marketplace, LexisNexis delivers Total Solutions: innovative products and services to address specific customer needs in order to improve productivity, increase profitability and stimulate growth.

Through risk and analytics solutions to assess risk, the company helps professionals verify identity, prevent fraud, comply with legislation, facilitate and secure commerce and support law enforcement and homeland security initiatives.

To view a complete listing of LexisNexis legal solutions, please visit:

<http://www.lexisnexis.com/en-us/home.page>

Request

5. Financial stability of the organization and any financial resources available to the Contractor to help support any subsequent contract;

Response

LexisNexis, a division of Reed Elsevier Inc., has remained financially stable for more than 40 years. Our revenue is reported at our parent level. Due to the size of our annual reports, please see the following link to Reed Elsevier's annual statements:

<http://www.relxgroup.com/investorcentre/reports%202007/Pages/Home.aspx>

Request

6. Geographical locations of the organization(s);

Response

LexisNexis employs more than 13,000 individuals nationwide. We also operate more than 175 offices across the globe. In the United States alone there are over 50 LexisNexis offices and facilities.

Request

7. Reasons for each contract/client gained and lost in the past 2 years.

Response

LexisNexis is not aware of any contract terminations for default or for cause during the past two years. LexisNexis services thousands of government, private-sector, academic and law enforcement organizations worldwide, with numerous contracts beginning and ending on a regular basis each week. From time to time, clients may terminate contracts for a variety of reasons, including for convenience, bankruptcy, or non-allocation of funds. The details of those circumstances are confidential in nature due to our clients' privacy concerns, and disclosing a complete listing of circumstances for all such clients would be administratively impractical.

Request

8. Summary listing of any pending or final legal proceedings involving you or your company within the last three (3) years. The summary must contain the allegations made and/or contested or finding of the court of law, tribunal or dispute resolution process.

Response

LexisNexis is part of a large international provider of global information services and solutions with hundreds of thousands of customers approximately 13,000 employees nationwide. Because of the size and nature of our business, it would be difficult to provide an accurate and complete list of every legal proceeding filed by or against the company in the last three years. Currently, LexisNexis has no litigation against the company or any ongoing administrative charge or investigation that would prevent it from providing its products and services to OSCA.

Request

9. Additional relevant information to assist with evaluation of the organization's reliability.

Response

LexisNexis has a robust network for hosting Web products through our fully redundant data centers. Availability of the LexisNexis Internet access environment during 2014 was measured at 99.8%.

Cost

Exhibit A – Pricing Page

Description	Unit of Measure	Unit Price										
Legal Research Subscription (750 users)	Per Month	\$7,890 for all users.										
Nationwide Public Records with SmartLinx Reporting Functionality	See explanation in “unit price” column.	No additional cost for up to 100 users with the purchase of the Legal Research Subscription above. If OSCA wishes to provide this service to more than 100 users, the additional fee would be \$25 per user per month for each additional user.										
Lexis for Microsoft Office (Optional Add On)	Per User, Per Month	<table><tr><td>1 to 50 users</td><td>\$21</td></tr><tr><td>51 to 100 users</td><td>\$19</td></tr><tr><td>101 to 200 users</td><td>\$17</td></tr><tr><td>201 to 250 users</td><td>\$15</td></tr><tr><td>251+ users</td><td>\$14</td></tr></table> This pricing also requires purchase of the Legal Research Subscription above. Additional volume discounting is available upon request.	1 to 50 users	\$21	51 to 100 users	\$19	101 to 200 users	\$17	201 to 250 users	\$15	251+ users	\$14
1 to 50 users	\$21											
51 to 100 users	\$19											
101 to 200 users	\$17											
201 to 250 users	\$15											
251+ users	\$14											

RENEWAL OPTIONS FOR ALL PRICING

OSCA shall have the sole option to renew the contract for five (5) additional two-year periods, or any portion thereof for continued use of the products and services identified herein.

The Contractor must indicate below the maximum allowable percentage of price increase or **guaranteed** minimum percentage of price decrease applicable to the renewal option periods. If a percentage is not quoted (i.e. left blank), the state shall have the right to execute the option at the same price quoted for the original contract period. Statements such as “a percentage of the then-current price” or “consumer price index” are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the **ORIGINAL** contract price, NOT against the previous year’s price. A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

The percentages indicated below will be used in the cost evaluation to determine the potential maximum financial liability to the State of Missouri.

NOTICE: DO NOT COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD.

	Maximum Increase	Or	Minimum Decrease
First Renewal Period	Original price +3%	Or	N/A
Second Renewal Period:	Original price +6%	Or	N/A
Third Renewal Period:	Original price +9%	Or	N/A
Fourth Renewal Period:	Original price +12%	Or	N/A
Fifth Renewal Period	Original price +15%	Or	N/A

Exhibit D: Additional Contractor Information

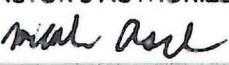
D.1 Addendum to Contractor's and/or Subcontractor's Pre-Printed Terms and Conditions Documents

If the Contractor's or subcontractor's pre-printed professional service agreement(s) is to be considered as part of the contract between the Contractor and the Office of State Courts Administrator, then such service agreement(s) must be submitted in Exhibit D herein. In addition, the Contractor and/or subcontractor shall be required to sign and date the "Addendum to the Contractor's/Subcontractor's Pre-Printed Terms and Conditions Documents" signature box below. ***The Office of State Courts Administrator shall not sign or execute any additional contract, license, or other agreements containing contractual terms and conditions as a result of this procurement.***

ADDENDUM TO CONTRACTOR'S AND/OR SUBCONTRACTOR'S PRE-PRINTED TERMS AND CONDITIONS DOCUMENTS

By signing the signature block below, the Contractor and/or subcontractor hereby declares understanding and agreement* with the following: (1) that the language of this RFP shall govern in the event of a conflict with his/her proposal, including any pre-printed terms and conditions documents such as professional services agreements, etc., that are submitted as part of his/her proposal; and (2) any of the Contractor's and/or subcontractor's terms and conditions contained in the submitted pre-printed terms and condition documents that conflict with the RFP OSCA 15-029 terms and conditions, shall have no force or effect and are hereby considered invalid. All other terms and provisions of the Contractor's and/or subcontractors pre-printed terms and conditions documents that are not in conflict with the RFP shall apply hereto.

SIGNATURE REQUIRED

CONTRACTOR'S AUTHORIZED SIGNATURE 		DATE April 28, 2015
PRINTED NAME Micah Asch		TITLE Proposal Manager
CONTRACTOR'S COMPANY NAME LexisNexis, a division of Reed Elsevier Inc.		

SUBCONTRACTOR'S AUTHORIZED SIGNATURE N/A		DATE N/A
PRINTED NAME N/A		TITLE N/A
SUBCONTRACTOR'S COMPANY NAME N/A		

*LexisNexis agrees to stipulations in this paragraph provided OSCA agrees to LexisNexis' proposed changes to the RFP, included herein at the end of this Exhibit D.

D.2 CONTRACTOR CONTACT INFORMATION:

The Contractor should provide all necessary contact information including the RFP Coordinator, Contract Coordinator if awarded a contract, payment address information; etc., if different from the information provided on the front page of the RFP.

RFP COORDINATOR CONTACT INFORMATION <i>i.e. person to be contacted for questions and other coordination activities regarding the Contractor's proposal</i>	
NAME:	Erin Holleman
JOB TITLE:	Client Manager
PHONE:	303-280-8291
FAX #:	866-960-4124
EMAIL:	erin.holleman@lexisnexis.com

CONTRACT COORDINATOR CONTACT INFORMATION <i>i.e. person to be contacted for questions and other coordination activities regarding an awarded contract</i>	
NAME:	Erin Holleman
JOB TITLE:	Client Manager
PHONE:	303-280-8291
FAX #:	866-960-4124
EMAIL:	erin.holleman@lexisnexis.com

PAYMENT ADDRESS	
COMPANY NAME:	LexisNexis, a division of Reed Elsevier Inc.
ADDRESS:	PO Box 2314
CITY, STATE AND ZIP CODE	Carol Stream, IL 60132-2314
PHONE:	303-280-8291

D.3 Is your organization a Missouri based company? Yes X* No

* Through a subsidiary company, we have a large office located at 3251 Riverport Lane, Maryland Heights, MO 63043.

D.4 EMPLOYEE BIDDING/CONFLICT OF INTEREST

Contractors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the Contractor and/or any of the owners of the Contractor's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name and title of state employee, General

Assembly member or statewide elected official: None, to the best of our knowledge.

Name of state agency where employed: N/A.

Percentage of ownership interest in Contractor's organization held by state employee, General

Assembly member or statewide elected official: 0%

Rationale for Proposed LexisNexis Changes

The proposed changes that LexisNexis (“LN”) makes allow LN to comply with federal, state and third-party licensors’ legal obligations while permitting us to offer the broadest possible legal, news, business, and public records content. LN is committed to doing business with you. If you identify any issues with our proposed changes, please notify us immediately so we can reach an agreement that is mutually acceptable to both parties.

All the revised and additional language allows LN to remain compliant with the hundreds of third-party license agreements covering materials included in the Online Services. In the various third-party license agreements, LN certifies that all customers will be bound to terms substantially similar to the standard LN terms before the customers can access and use the Online Services.

Our revisions below are consistent with terms and conditions currently in place between LexisNexis and various governmental entities within the State of Missouri, including the OSCA.

Proposed LexisNexis Changes

The first paragraph of Contractual Requirements Section 2.12 shall be modified to read as follows:

Assignment: The Contractor shall not transfer any interest in the contract, whether by assignment nor otherwise, without the prior written consent of OSCA. Notwithstanding the foregoing, the Contractor may assign this Agreement to an affiliate to its successor by merger or to the transferee or substantially all of its stock or assets.

Contractual Requirements Section 2.14 shall be revised to read as follows:

Property of State/Confidentiality: The Contractor shall agree and understand all discussions with the Contractor and all information gained by the Contractor as a result of the Contractor's performance under the contract shall be confidential; and no reports, documentation or material prepared as required by the contract shall be released to the public without the prior written consent of OSCA. Upon expiration, termination, or cancellation of the contract, the State may request the return or destruction of any documents, data, or reports which contain the confidential information of the OSCA.

State of Missouri Terms & Conditions, Section 12 Warranty – The Contractor’s warranty with respect to the services will be as set forth in the LN contract documents attached hereto in Exhibit D. Accordingly, Section 12 is struck.

State of Missouri Terms & Conditions, Section 12 Warranty – Section 15(c) – Contractor requests this subsection to be re-written to read as follows:

c. If OSCA cancels the contract for breach, OSCA reserves the right to obtain the equipment, supplies and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as OSCA deems appropriate.

Incorporation of LexisNexis Terms and Conditions

Attached to this section of the proposal (or attached separately in the CD version of this proposal) are the LN agreements for use of the Online Services. We would like to incorporate the agreements into the final contract. The agreements are as follows:

- Subscription Plan Amendment for State/Local Government.
- Lexis for Microsoft Office Lexis Advance Edition Addendum (applicable only if OSCA wishes to purchase Lexis for Microsoft Office).

LexisNexis will also submit to the OSCA additional credentialing documentation for access to sensitive public-records data. The credentialing procedure assesses eligibility for data-access levels based on identification and permissible purpose, ensuring compliance with laws, regulations, and LexisNexis and data source requirements.

Exhibit E: Certifications

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Micah Asch, Proposal Manager

Name and Title of Authorized Representative



Signature

April 28, 2015

Date

"Subscriber": MO Office of the State Court Administrator**"LN":** LexisNexis, a division of Reed Elsevier Inc.

This Subscription Plan Amendment ("Amendment") amends and supplements the terms of the Subscription Agreement either previously entered into or executed simultaneously herewith between LN and Subscriber (the "Agreement"). This Amendment shall also serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services effective September 1, 2010 set forth at www.lexisnexis.com/terms/general.

1. TERM

The term of this Amendment will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 5.1 (the "Term").

2. AUTHORIZED USERS

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized User" shall have the meaning set forth in the Agreement.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
114F6Z	Jefferson City, MO
114F7F	Jefferson City, MO

3. CERTIFICATION

3.1 Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:**750**

3.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. Up to 3 ID's will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

3.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

3.4 If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

3.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

(i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.

(ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

4. MONTHLY SUBSCRIPTION CHARGE

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

5. PREFERRED PRICING MATERIALS AND CHARGES

5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials"). If Subscriber is an existing LN customer and this is a revision to Subscriber's Preferred Pricing Materials and Monthly Commitment, fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first day of the month. At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials.

	PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARDS
(a)	Lexis Only and Related Services	SB0LX0	Full
(b)	Briefs Motions and Pleadings	BRIEFS	
(c)	Tax Analyst: Current Awareness	TAXA01	
(d)	All West Jurisprudence	ZZYWVH	
(e)	MO ALL BAR CLE	ZZYYCE	
(f)	50 State Survey	ATTS01	
(g)	KS Secondary Matthew Bender	SBT2KS	
(h)	IL General Practice Premium	IL0027	
(i)	Core Public Records & Smartlinx	SPR001/ RK00SL/JLSPR1	
(j)			
(k)			
(l)			
(m)			
(n)			
(o)			

☐ See attached Rider No. 1 for additional Preferred Pricing Materials

	COMMITMENT PERIOD(S)		MONTHLY COMMITMENT
Beginning	7-1-2015	to 6-30-2020	\$ 7890.00
Beginning	7-1-2020	to 6-30-2022	\$ 8126.70
Beginning	7-1-2022	to 6-30-2024	\$ 8363.40
Beginning	7-1-2024	to 6-30-2026	\$ 8600.10
Beginning	7-1-2026	to 6-30-2028	\$ 8836.80
Beginning	7-1-2028	to 6-30-2030	\$ 9073.50
Beginning		to	\$

5.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 5.3 and Section 6 (if elected) below.

5.3 The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions.

6. ADDITIONAL CHARGES

The Participating Billgroups may have access to and use of the LN services and features not accessed through the Preferred Pricing Materials ("Alternate Pricing Materials"). If Subscriber so elects by initialing below, or by notifying LN at a later date, Subscriber will have access through the Alternate Pricing Materials at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.

Subscriber elects access to the Alternate Pricing Materials

(Initial)

7. CLOSED OFFER

The offer of LN contained herein is valid until June 20, 2015. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

8. CONFIDENTIAL INFORMATION

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Amendment.

9. SUPPORT AND TRAINING

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of the LN Online Services through:

- (a) Mandatory basic training in the use of the Online Services by LN for all Authorized Users;
- (b) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (c) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (d) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

10. MISCELLANEOUS

10.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

10.2 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

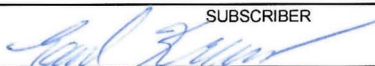
10.3 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

10.4 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control.

AGREED TO AND ACCEPTED BY:

MO OFFICE OF THE STATE COURT ADMINISTRATOR

LexisNexis, a division of Reed Elsevier Inc.

BY: 
SUBSCRIBER

BY: _____

NAME: Earl Kraus

NAME: _____

TITLE: Deputy State Courts Administrator

TITLE: _____

DATE: 5/18/2015

DATE: _____

THIS AMENDMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS AMENDMENT BY SIGNING ABOVE. LN MAY ACCEPT THIS AMENDMENT BY PERFORMING ACCORDING TO THIS AMENDMENT OR BY SIGNING ABOVE.