SINGLE SOURCE AWARD **BID # SS-9871-21**

Subject: Blended Law Library Services

Department: Sheriff's Office

Description of Purchase:
Recommend approval of a single source award to RELX Inc., dba LexisNexis for Legal Research Solutions for Florida Correctional Facilities Blended Law Library Services. Period of service is for five (5) years from date of award. Total not-to-exceed expenditure for the period is $112,500.00.

Funding Source: 11522.551103.549006.000000.00001344.00000 – To be executed by formal contract through Office of General Counsel and processed via purchase order.

Single Source Award To: RELX Inc., dba LexisNexis

Price Justification: See attachment

Total Award: $112,500.00 **Requisition #:** CRJA-500466-21

Attachments: Agency Letter, Single Source Form, Vendor Letter and Quote

Certification as to Single Source: Tammy Morris, Director of Corrections

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: Olive Wallace-Cohen

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED_____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Jacksonville Sheriff's Office

MIKE WILLIAMS, SHERIFF

Serve • Protect • Community

To: Gregory Pease
Chief of Procurement

Thru: Bill Clement, CPA
Chief of Budget

From: Tammy Morris
Director of Corrections

Subject: Single Source Award Request – LexisNexis – Prison Solutions

Date: November 12, 2020

We are requesting a Single Source award with RELX, Inc. dba LexisNexis for Prison Solutions - Legal Research Solutions for Florida Correctional Facilities Blended Law Library Services - 5-year contract. The total not to exceed expenditure amount for the five-year agreement is $ 112,500.00 from charge account 11522.551103.549006.000000.00001344.00000. Attached is the single source request, vendor quote and the single source documents from the company. We are requesting that the Agreement for Prison Solutions be processed by the Office of General Counsel. A purchase order will be issued.

Please let me know if you require any additional information. Thank you for your assistance.

SINGLE SOURCE REQUEST

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a Supplier subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):

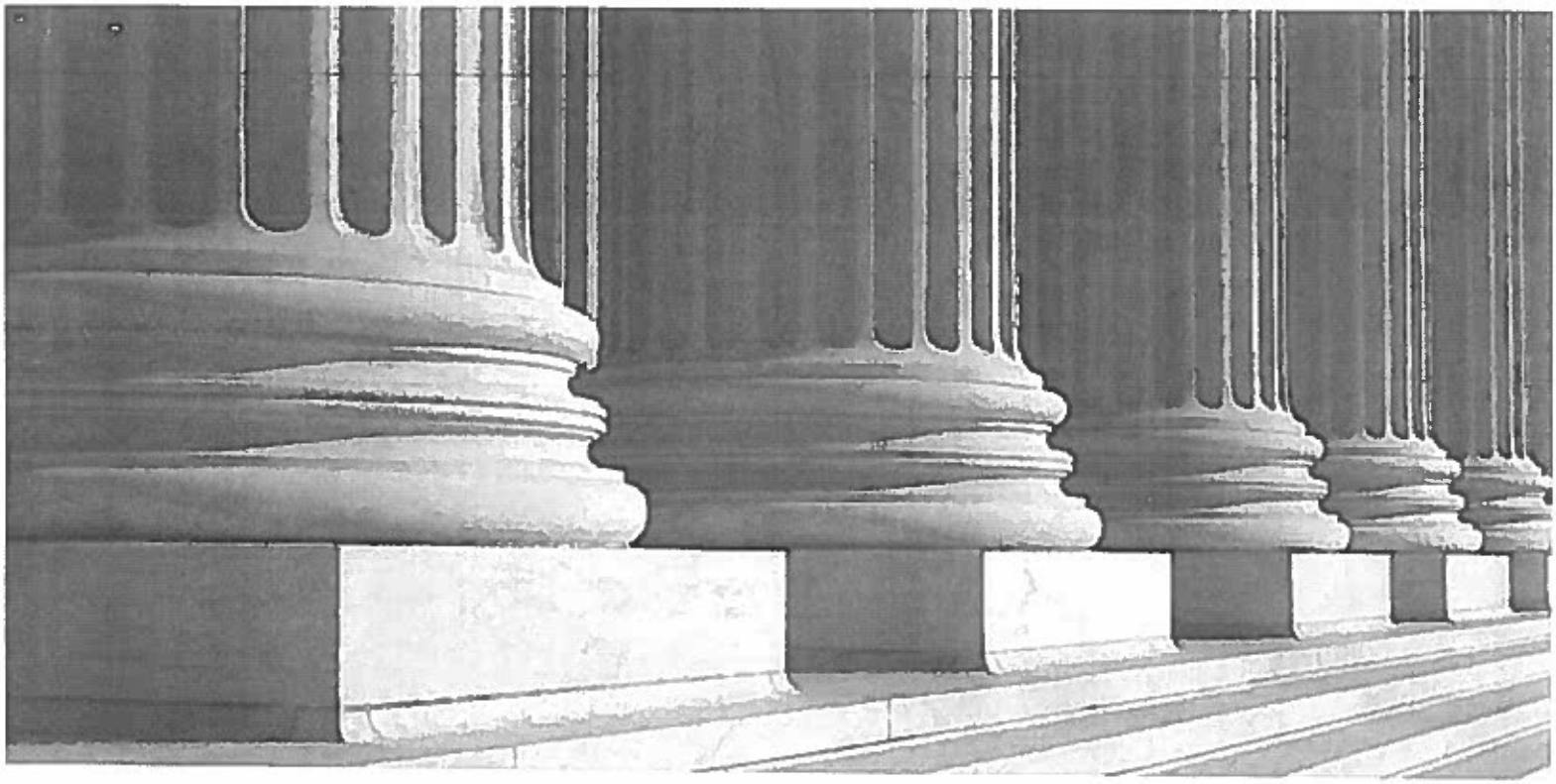
Lexis Nexis Prison Solutions - Legal Research Solutions for Florida Correctional Facilities Blended Law Library Services - 5 yr Contract

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:

Lexis Nexis Prison Solutions Legal Research Solutions for Florida Correctional Facilities Blended Law Library Services offers Offline External Hard Drive which is a secure, non-internet, regional network system that supports electronically stored legal reference materials and a Custom Interface with is an online interface for legal research. Both options will allow our inmates the ability to research multiple resources that are customized to our needs. No other supplier offer this capablity

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:

We have researched and Lexis Nexis Prison Solutions is the only supplier to offer custimization of the law library reference material and to include all of the products that pertain to the State of Florida, federal, Shepard's Law and Ballentine's Law dictionary. Lexis Nexis is the only current electronic legal research provider that can supply customers an offline (EHD) solution.



Proposal for the Duval County Sheriff's Office

Electronic Law Library

September 14, 2020

Submitted by:

James Mattise, Account Executive, LexisNexis Corrections

(727) 786-0796

James.Mattise@lexisnexis.com

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 10,000 individuals nationwide who help provide the electronic legal research services. In the United States alone there are over 50 LexisNexis offices and facilities. Every day, more than five million legal, risk management, corporate, government, law enforcement, tax, accounting and academic professionals in over 175 countries rely on us to inform their decisions.

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 offers two legal-research solutions for inmates:

- **Option 1 – External hard drive (EHD):** A secure, non-Internet, regional network system that supports electronically stored legal reference materials.
- **Option 2 – Custom Interface (CI):** A secure, online interface for legal research.

Option 1: Offline EHD

The EHD solution makes searching fast and easy with the following features:

- Natural Language searching (using Query dialog).
- Fast phrase searching.
- Word Wheel: as inmates type search terms, the software provides term suggestions along with highly desirable, correct spelling.
- Table of contents displayed at all times, with the ability to limit searches through the table of contents.
- Ability to customize tabs for returning to frequently viewed menus.
- Content selector that allows the end user to open only needed content.
- Ability to open as many or as few publications as the end user desires.
- Ability to search only desired parts/chapters/sections/etc. of a publication.
- On-point search results.
- Forward and back buttons.
- Specialized search forms for cases and codes.

Enhanced User Interface and Functionality

- Table of contents displayed at all times.
- Customizable views for researchers using tabs.
- Zoom feature to adjust font size of content.
- Content selector (only open what you need ... faster load times).

Research workstations are simple to use with minimal computer knowledge required: the ability to open and close programs, the ability to resize windows, and basic typing skills. The solution's design provide short training times and light demands on staff for updates.

Content Selector

The Content Selector opens automatically after launching the program icon. This allows users to select and open the desired publication(s) for searching and viewing. A content selector screenshot is on the following page. LexisNexis can provide in printed format a laminated tip sheet on how to use LexisNexis.

LexisNexis® CD on Folio 4 - Content Selector

Library: Federal Legal Library - Laws & Analysis

Display Owned Publications (99) | Display Unowned Publications (0)

	Publication Title (Installed Order)
☐ ✓	United States Department of Justice Federal Bureau of Prisons Program Statements
☐ ✓	United States Code Service
☐ ✓	United States Sentencing Guidelines
☐ ✓	United States Constitution
☐ ✓	Federal Court Rules
☐ ✓	District of Columbia Code
☐ ✓	District of Columbia Court Rules Annotated
☐ ✓	Code of Federal Regulations
☐ ✓	Supreme Court Reports, Lawyers' Edition, Vols. 1-100
☐ ✓	Supreme Court Reports, Lawyers' Edition, 2nd Series, Vols. 1 to 133
☐ ✓	Supreme Court Reports, Lawyers' Edition, 2nd Series, Vols. 134 to Present
☐ ✓	United States Supreme Court: Bench Opinions
☐ ✓	Annotations from Lawyers' Edition, Second Series
☐ ✓	Citator Service to Lawyers' Edition, Second Series
☐ ✓	Table of Statutory Cites to Lawyers' Edition, Second Series
☐ ✓	Briefs for Cases from Lawyers' Edition, Second Series
☐ ✓	Quick Case Table for Lawyers' Edition, Second Series
☐ ✓	Shepard's Federal Citations

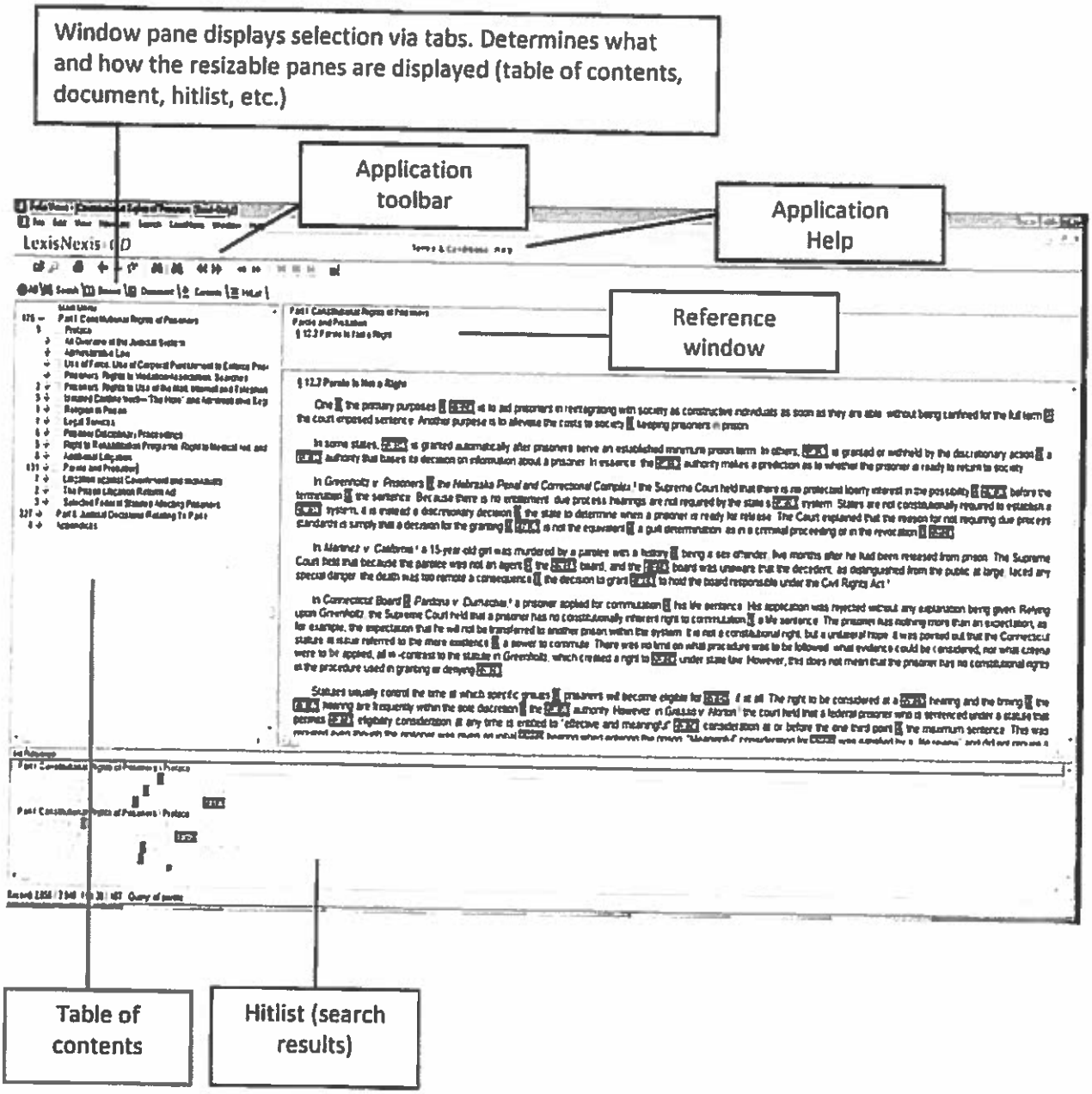
Open | Select Available | Clear All | Refresh | Save Settings | Restore Default | Help... | Exit

LexisNexis® CD

✓ = Publication available

Sample Content Selector screen (may not reflect your research content)

Main Program Interface (sample screen may not reflect your research content):



- Screenshot above demonstrates some of the LexisNexis research functionality.

Hypertext Linking

Researchers can link to a cited document with one click.

History Feature

Users may re-access previous searches by clicking "previous" and "next" buttons near the search-term box during a search session. The feature is not available after a user exits a database in which he was searching.

Printing Capabilities

- Print an entire chapter or section easily.
- Two-column printing for cases.

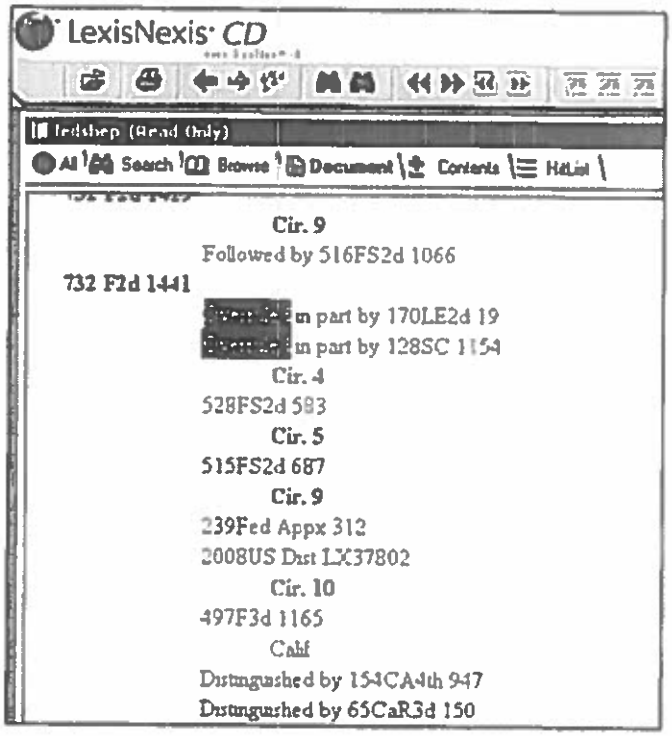
Other Enhancements

- Retention of document formatting when copying and pasting text from a publication into a supported word processing environment.
- Improved default user interface.
- Automatic, behind-the-scenes utility for identifying and resolving user-specific interface and/or software problems.

LexisNexis also provides each facility laminated instructions – containing simplified directions on how to search, retrieve and print information.

Shepard's Citations Service

LexisNexis is the sole provider of *Shepard's* Citations Service. The term *Shepardizing* has become commonplace in the legal industry because it's the most trusted, in-depth and reliable method for determining whether an authority is still good law.



Shepard's helps researchers assess the strength of a particular case. For example, the *Shepard's* report above indicates case No. 723 F2d 1441 has been overruled in part.

LexisNexis is the exclusive provider of *Shepard's* Citations Service – on both EHD and CI platforms. For 140 years it has remained the most trusted, in-depth and reliable method for determining whether an authority is still good law.

Unlike proprietary software that other vendors attempt to position as a citator, *Shepard's* covers the complete spectrum of editorial analysis, from very negative (overruled) through mild negative (distinguished) to true positive (followed). *Shepard's* is the only citator displaying true positive treatment. It also offers the most thorough and current coverage of slip and unreported

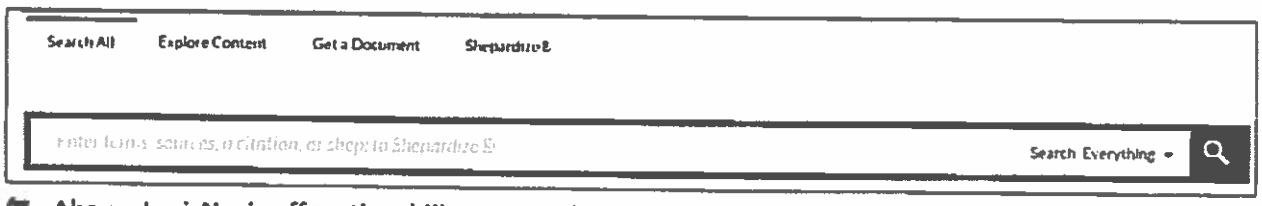
opinions, case law, federal and state statutes, federal regulations, court rules, administrative materials, secondary sources, and even U.S. patents.

Researchers have been *Shepardizing* with confidence for 140 years. A cornerstone of the legal research process, *Shepard's* is the most dependable, thorough and detailed method for determining good law. Inmates have a legitimate need to see how subsequent cases may have affected authorities on which they wish to rely. *Shepard's* provides a complete list of citation references by looking across courts and jurisdictions to provide a comprehensive list of documents that have cited to an authority. LexisNexis legal editors analyze decisions for history and treatment.

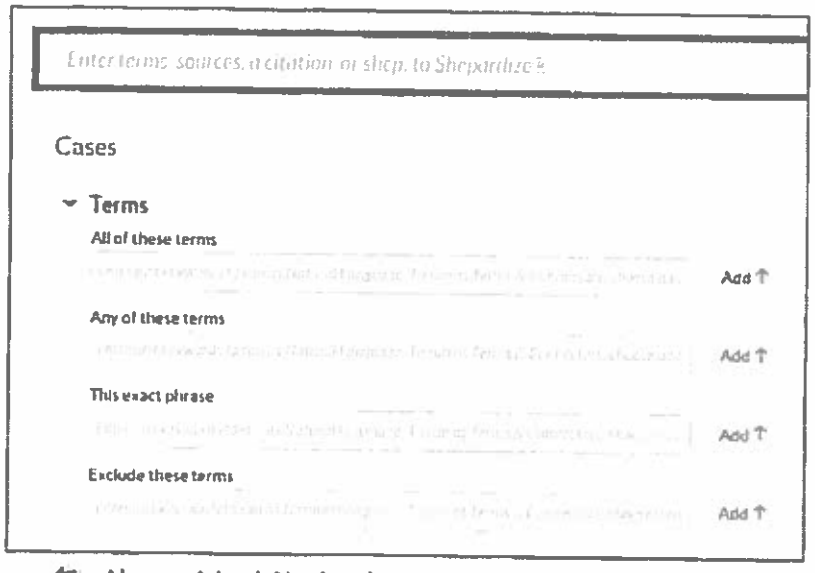
We will provide Virginia DOC with quick reference guides in both PDF and printed/laminated versions that include instructions for *Shepardizing*.

Option 2: Online CI

Through a LexisNexis online CI, the DOC will meet its obligation to provide inmates cost-effective access to a complete set of compliant legal research materials. The collection of resources has been designed specifically for use in an institutional environment via a CI that meets security requirements. Inmates will access all the legal-research content they need.

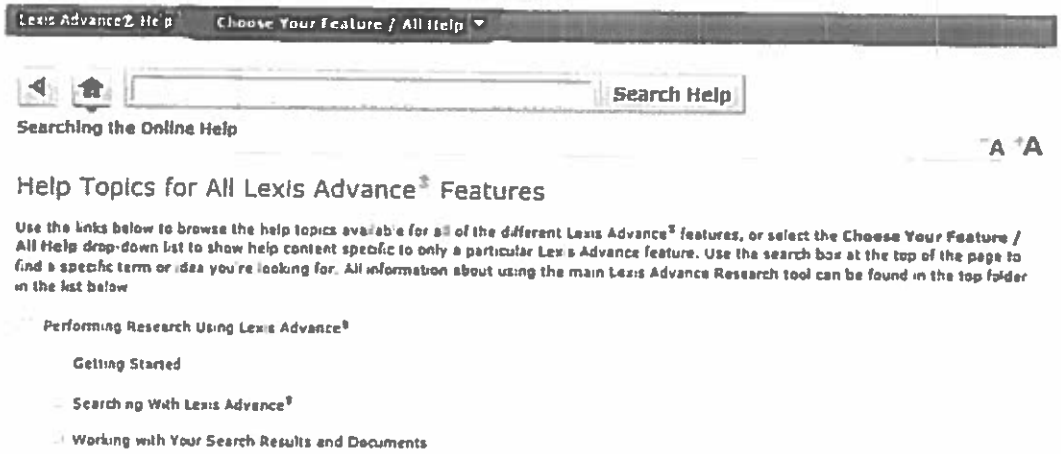


- Above: LexisNexis offers the ability to search all online content simultaneously or to restrict search terms by jurisdiction, category (cases, statutes, etc.), or legal topic. As researchers type search terms, the LexisNexis "word wheel" automatically generates suggested terms and phrases with correct spelling.



- Above: A LexisNexis advance search allows other search options: "all of these terms"; "any of these terms"; "exact phrase"; and "excluded terms."

Help Screen



- Above: easy-to-understand 'help' screen provides access to useful research instructions.

Shepard's Citations Service

Shepard's Citations Service, the cornerstone of the legal research process, is available on the CI. *Shepard's* is a cornerstone of the legal research process. *Shepard's* offers the most dependable, thorough, and detailed method for determining good law.

Shepard's® Signals

IndicatorDescription

Warning: Negative treatment is indica
The red *Shepard's* Signal indicator indica
example, overruled by or reversed)

Warning: Negative treatment is indicat
The red exclamation point *Shepard's* Sig
Shepardized™ section (for example, the

Questioned: Validity questioned by cit
The orange *Shepard's* Signal indicator indicates that the citing references in the *Shepard's* Citations Serv
precedential value of your case because of intervening circumstances including judicial or legislative ove

Caution: Possible negative treatment indicated
The yellow *Shepard's* Signal indicator indicates that citing references in the *Shepard's* Citations Service c
impact on your case (for example, limited or criticized by)

Positive treatment indicated
The green *Shepard's* Signal indicator indicates that citing references in the *Shepard's* Citations Service c
case (for example, affirmed or followed by).

Citing references with analysis available
The blue "A" *Shepard's* Signal indicator indicates that citing references in the *Shepard's* Citations Service
negative (for example, explained)

Citation information available
The blue "I" *Shepard's* Signal indicator indicates that citing references are available in the *Shepard's* Cita
history or treatment analysis (for example, the references are law review citations)

The term *Shepardizing* has become commonplace in the legal industry because *Shepard's* is the most trusted, in-depth and reliable method for determining whether an authority is still good law.

- Above: the LexisNexis *Shepardize* screen provides researchers instructions on how to interpret search results.

CI Security

The LexisNexis CI promotes security because it:

- Prevents right mouse clicks and other attempts to access the Internet.
- Enables hyper-linking to documents within your facility's LexisNexis subscription, but does not allow access to other websites.
- Blocks access to email or 'mailto' links within product Web Pages.
- Limits access to a specific IP address that meets security requirements.

Security for the CI is comprised of two key safeguards: your portion (e.g., network security) and the online portion (e.g., LexisNexis Product Security). Together, these components partner to form a secure session in which users can conduct their research without access to any extraneous Web sites and/or materials.

LexisNexis has implemented two levels of IP authentication and an advanced firewall that not only restricts access into the system, but also restricts the content coming out of the system to the user's screen. If a user clicks on a link to materials or a Web site that the user should not access, the materials will be blocked by our firewall, and an error message will be displayed. LexisNexis Field Engineers would be available to DOC staff members to help them adjust their networks security to permit access to only the LexisNexis domain via SSL.

LexisNexis Legal Research Solutions
For Florida Correctional Facilities

Product Contents

State
Florida Statutes Annotated
Florida Administrative Code
Florida Court Rules
Florida Cases

Analytical
Florida Criminal Practice and Procedure
Florida Defense Trial Manual
Florida Criminal Sentencing Law
Eleventh Circuit Criminal Handbook
Florida Evidence Manual
Constitutional Rights of Prisoners.
Federal Habeas Corpus Practice and Procedure

Federal
U.S. Supreme Court Cases
U.S. Code Service
U.S. Constitution
Federal Court Rules
Federal Cases –All Circuits

Citators and References
Shepard's - Florida
Shepard's – Federal
Shepard's – U.S.
Ballentine's Law Dictionary

Key staff members assigned to assist the Duval County are as follows.

Jim Mattise, Product Specialist, LexisNexis Corrections

Jim Mattise, a LexisNexis Corrections product specialist, has been in the legal publishing industry for approximately 33 years. Over that period he has held sales positions in various territories across Virginia, the Northeast and Florida He has been with LexisNexis for over 20 years, the last twelve of them working specifically with correctional facilities across 26 states. Jim and the entire Corrections Division of LexisNexis have a dedication to detail and to customer service that you will appreciate. He can be reached by phone at (727) 786-0796 or by email at James.Mattise@lexisnexis.com.

Kyle Rea, Client Manager, LexisNexis Corrections

Kyle Rea will be your Client Manager. Having served in this role since April 2015, he manages existing federal, state & local corrections accounts in a 26 states, providing assistance with both online & offline legal research solutions for inmates & staff. Kyle has been with LexisNexis since 2001 in various positions including a customer service research attorney & senior legal research consultant. He earned a Bachelor's degree in 1996 from DePaul University in Political Science & his Juris Doctorate from Ohio Northern University in 2000. You may contact him by phone at (513) 420-7423 or by email, Kyle.Rea@lexisnexis.com.

Neria Nebel, Staff Field Systems Engineer, LexisNexis Corrections

Neria Nebel has been working as a staff engineer with LexisNexis since 2001 and as the lead engineer with the Corrections Market since 2008. Experience also includes stints as a senior network engineer with Cadwalader Wickersham & Taft from 1999 to 2001, and with KPMG from 1997 to 1999. His certifications include: Novell CNA; Novell CNE; Microsoft MCP; Cisco CCNA; Foundry Network Engineer; and Comptia A+ Certified. He also received training at several technical schools in Israel and in the United States. Neria served as sergeant first class in the Israeli Defense Force from 1990 to 1993.

PRICING

LexisNexis will provide a mixed media solution to the Duval County Sheriff's Office,
The two solutions, described above are the EHD and the Custom interface for tablets.

Currently there are approximately 380 tablets throughout three facilities and an ADP of 2500. For the purposes of this pricing we will cap the number of tablets at 600, and the number of EHD licenses at 10.

The monthly price for this blended solution is $1875.00.
Five-year contract available if requested
This proposal is valid for 60 days
The start date of this contract for billing purposes will allow adequate time for setup, and deployment prior to the start of billing.

LexisNexis terms and conditions will apply, however the laws governing the contract will be Florida State law.

Let me know when you would like me to prepare paperwork and send to you.

Thank you,
JCM
LexisNexis
9443 Springboro Pike
Dayton, Oh. 45342

Operating Specifications for the EHD

LexisNexis CD - Minimum System Requirements*

OPERATING SYSTEM
- Microsoft Windows 2000/XP/2003/Vista (all with latest service packs)

SYSTEM PROCESSOR
- Windows 2000/XP/2003: Intel® Pentium® II 350 MHz or faster, or equivalent (PIII-550 or faster recommended)
- Windows Vista: Pentium III 800 MHz or faster, or equivalent (Pentium IV 1 Ghz or faster recommended)

RAM

- Windows 2000/XP/2003: 128 MB or greater (256 MB or greater recommended)
- Windows Vista: 512 MB or greater (1 GB or greater recommended)

FREE HARD-DISK SPACE

- 85 MB or greater for program files and for peripheral software (plus an additional 5 MB during installation, which will again become available post-installation)
- NOTE: Up to an additional 45 GB is required for users who plan to copy the contents of the DVD(s) or external hard-drive (EHD) via the Data Copier utility.

NETWORK CONNECTION SPEED

- For network installation, 10 Mb/s or faster (100 Mb/s or faster recommended)

VIDEO RESOLUTION

- 800x600 pixels or higher with 256 or greater color depth (and small fonts)

DRIVE SPEED

- DVD: 4x or faster for DVD (16x or faster recommended)
- External Hard-Drive (EHD): available USB 2.0 PC port (or available USB 2.0 server port for network installations)

* Meeting or exceeding the recommended system requirements significantly improve program performance.

OR, more simply put:

Operating System – Windows 7/10/2012/2012R2/2016/2019
System Processor – Minimum specs per OS
Ram - Minimum specs per OS
Hard Drive Space – 128GB or higher
Network Speed – 10/100/1000
Video Resolution – 800x600

No cdrom and no additional software needed for us

LexisNexis™
Matthew Bender®

December 3, 2020
Jacksonville Sheriff's Office

LexisNexis is the **sole source provider** of highly customized electronic legal research materials in offline, external hard drive (EHD) and online format that includes *Shepard's* Citations Service and Matthew Bender treatises. Our offline EHD online solutions are custom built based on the customer's specific requirements. The depth and breadth of content offered is unmatched in the industry. LexisNexis is also the only current electronic legal research provider that can supply customers an offline(EHD) solution.

LexisNexis is the **sole provider** of *Shepard's* Citations Service . *Shepard's* is the only true citator available in a non-Internet (EHD) or online format. Unlike proprietary software that other vendors attempt to position as a citator, *Shepard's* assesses the validity of a legal authority (such as a case, statute or regulation) and generates a comprehensive list of materials citing to it. *Shepard's* covers the complete spectrum of editorial analysis, from very negative (overruled) through mild negative (distinguished) to true positive (followed). ***Shepard's* is the only service to show true positive treatment.** LexisNexis employs attorney-editors who contribute to *Shepard's* by analyzing each case at a very deep level. The term *Shepardizing* has become commonplace in the legal industry because it's the most trusted, in-depth and reliable method for determining whether an authority is still good law. *Shepard's* has remained the most trusted method for validating law for the past 140 years.

LexisNexis is also the exclusive provider of legal research treatises published by Matthew Bender. Examples include that will be received by the Jacksonville Sheriff's Office : Constitutional Rights of Prisoners by Palmer; Federal Habeas Corpus Practice and Procedure; Florida Criminal Practice and Procedure, Florida Evidence Manual, Florida Defense Trial Manual, and many more accessible titles.

With a strong record of superior service and high quality support for over 40 years, LexisNexis serves a wide range of government, legal, business, and academic customers. These include thousands of state and local government agencies, the Federal Bureau of Prisons, 34 total state DOCs, the District of Columbia DOC, and hundreds of additional facilities nationwide.

LexisNexis also employs a team of account management and training professionals who are dedicated to serving correctional institutions exclusively, as well specialized engineers. This service is included at no additional cost. We understand your needs and are the best equipped to handle them.

Sincerely,

James Mattise
LexisNexis

9443 Springboro Pike | Miamisburg, OH 45342 |

Confidential

LexisNexis®

Agreement for Prison Solutions

"Customer": Jacksonville Sheriff's Office	

1. Organization Name (Full Legal Name): JACKSONVILLE SHERIFF'S OFFICE
2. Physical Address: 501 E. BAY STREET

   City: JACKSONVILLE, State: FL Zip: 32202
3. County: DUVAL
4. Country: USA
5. Telephone Number: 904 630 3701
6. Fax Number:
7. Invoice Address (email and physical address):
8. Name of Contact, Telephone Number and Email Address for the following:

Overall Installation:	Don Eades		DEades@gtl.net
Billing:	Cristopher Keith	9046303701	cristopher.keith@jaxsheriff.org
Policy/Legal Notification:			
Scheduling/Training:			

9. Tax Exempt: ☒ Yes (attach Sales Tax Exemption Certificate) ☐ No
10. Organization Web Address:
11. ☐ If this box is checked, then Customer has requested to be billed and will pay for a whole Order Period at a time.

Customer agrees to license the Products listed in the tables below on the terms of this Agreement.

Product(s) and Pricing 'PRISON SOLUTIONS' - EHD ☒ DVD ☐ N/A ☐		
Acct Number: tbd	Qty of each of those checked above: 1	# of Terminals of each of those checked above:
Distributed Media Prison Solution	**ISBN#**	**Library #**
Florida EHD full Fed	9781422483190	9711

Check Box if Delivery Address and or Contact Name is same as above ☐
Delivery Address:
#
Contact Name:

PRISON SOLUTIONS Order Periods			Monthly ☒ Annual ☐
ACT	to	1/31/2021	$0
2/212021	to	1/31/2022	$100
2/1/2022	to	1/31/2023	$100
2/1/2023	to	1/31/2024	$100
2/1/2024	to	1/31/2025	$100

© 2015 LexisNexis. All rights reserved.

Kiosks*					
Quantity	Vendor	Reoccuring charge per each	Shipping & Handling per each	Taxes (or N/A) per each	TOTAL for Kiosks
N/A	N/A	$N/A	$N/A	$N/A	$N/A

*NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER AGREES THAT LN/MB ACT ONLY AS A BILLING AGENT AND HAVE NO LIABILITY OR OBLIGATIONS (IN WARRANTY OR OTHERWISE) FOR THE KIOSKS.

Product(s) & Pricing 'ONLINE ACCESS' - STAFF ONLY ☐ N/A ☒		
Total # Government Professionals:	Billgroup #:	
Preferred Pricing Materials	Source/Menu #	Shepards
n/A		
☐ See attached for additional Preferred Materials		

Product(s) & Pricing 'ONLINE ACCESS' - Staff on Behalf Of Inmate ☐ Inmate Access ☒ N/A ☐		
Total # Terminals: GTL network, adp	Billgroup #: TBD	
Preferred Pricing Materials	Source/Menu #	Shepards
Florida Enhanced w full Federal	1011596	full
Corrections Library	1521290	
Florida Practice Library	1011350	
☐ See attached for additional Preferred Materials		

Customer IP Address	
Location	IP Address
jacksonville, fl	

ONLINE ACCESS Staff User Name(s) List	
ID Holder Name	ID Holder Email address
N/A	
☐ See attached for additional names	

ONLINE ACCESS Order Periods				Monthly ☒ Annual ☐
Beginning	act	to	1/31/2021	$ 0
Beginning	2/1/2021	to	1/31/2022	$ 1775.00
Beginning	2/1/2022	to	1/31/2023	$ 1775.00
Beginning	2/1/2023	to	1/31/2024	$1775.00
Beginning	2/1/2024	to	1/31/2025	$1775.00

© 2015 LexisNexis All rights reserved.

ADDITIONAL TERMS FOR ALL PRODUCTS

The following additional terms are for the implementation of any and all Products, whether DP-Type or OS-Type Products. Depending on the type of Product, additional terms in an additional corresponding section below also apply.

1. Preliminary Definitions (other definitions elsewhere herein)

1.1. "Authorized Users" means each of the Customer's employees and inmates under Customer's control and supervision at Customer's facility who are authorized by Customer to access and use the Materials, unless a more specific restriction is applied to a certain Product in additional terms related to that Product in this Agreement.

1.2. "Materials" means the materials available in or through the Product.

1.3. "LexisNexis" or "LN" means LexisNexis, a division of RELX Inc., a Massachusetts corporation.

2. License; Restrictions on Use; Products

2.1. Customer and its Authorized Users are granted a non-exclusive, non-transferable, limited right to access and use the Product made available under this Agreement for legal research purposes. The rights granted to each Authorized User are as follows:

2.1.1. The right to electronically display Materials retrieved through the Product for the Authorized User's individual use to no more than one person at a time;

2.1.2. The right to download or make printouts of Materials using the commands of the Product and to create a single printout of Materials accessed via commands of the Product ("Authorized Printouts");

2.1.3. The right to retrieve via downloading commands of the Product and store in machine-readable form, primarily for one person's exclusive use, a single copy of insubstantial portions of Materials included in any individual file, provided that storage is for no more than 90 days; however, for court cases, court rules, court briefs, agency issued documents, agency regulations or executive branch materials from the United States, its states, local governments, or territories, the storage need not be limited to 90 days but must comply with other restrictions in this Agreement; and

2.1.4. To the extent permitted by applicable copyright law, the right to make copies of Authorized Printouts and distribute Authorized Printouts and copies.

2.2. Except as specifically provided in Section 2.1, Customer and its Authorized Users are prohibited from downloading, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Product, and may not print or download Materials without using the commands of the Product.

2.3. Customer and its Authorized Users are not permitted to:

2.3.1. Remove or obscure any copyright notice or other notice or terms of use contained in the Product or Materials;

2.3.2. Use the Product or Materials in any fashion that may infringe any copyright, intellectual property right, or proprietary or property right or interest of LN or its contractors or content suppliers;

2.3.3. Use the Product or Materials to develop a database, infobase, online or similar database service, or other information resource in any media (print, electronic or otherwise, now existing or developed in the future) for sale to or use by others; or

2.3.4. Copy, reverse engineer, decompile, disassemble, derive source code, modify or prepare derivative works of the Product or Materials; or

2.3.5. Use the Product or Materials in a manner that is non-compliant with any applicable laws, rules or regulations.

2.4. The Products, Materials, and feature functionality within the Products may be enhanced, added to, withdrawn, or otherwise changed by LN without notice.

2.5. Proprietary Rights

2.5.1. The Product and Materials and any copyrights, trademarks, patents, trade secrets, intellectual property rights and other proprietary rights in and to the Product and Materials are owned by LN and its contractors and content suppliers. Customer acquires no proprietary interest in the Product, Materials, or copies thereof.

3. Pricing; Payment

3.1. Pricing listed in this Agreement does not include any applicable taxes, which shall also be due from Customer (if applicable).

3.2. Customer will have 30 days to pay each invoice. Amounts which have not been paid within 30 days after the invoice date are thereafter until paid subject to a late payment charge at a rate equal to 15% per annum (or, if less, the maximum rate permitted under applicable law). Additionally, LN shall have the right to terminate this Agreement and retain all sums paid by Customer. Customer shall be responsible for collection costs including, but not limited to, collection agency fees, reasonable attorneys' fees and court costs.

3.3. In the event Customer is a government agency or body, this is a multi-year contract, and sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, LN may terminate this Agreement effective on the last day of the last Order Period that was funded by providing Customer with at least 10 days prior written notice. Customer will not be obligated to make payments for services or amounts incurred after the end of the last funded fiscal period. No penalty or expense shall accrue to Customer in the event this provision becomes effective.

4. Term and Termination

4.1. The term of this Agreement will begin on the first day of the first Order Period specified above and will end on the last day of the last Order Period ("Term").

4.2. Customer may not terminate this Agreement under any terms related to the Products provided during the Term; provided however, either party may terminate this Agreement during the Term for a material breach by the other. Prior to exercising such right of

© 2015 LexisNexis All rights reserved

termination, the non-breaching party must first provide the breaching party with 30 days prior written notice setting forth with specificity the nature of the breach. If such breach remains uncured 30 days after the aforementioned breach notice is given, the non-breaching party may terminate immediately upon written notice. If Customer terminates this Agreement pursuant to this Section, then Customer will pay all charges incurred up to the date of termination.

4.3. LN may terminate this Agreement immediately upon written notice to Customer in the event: (i) any subcontracting agreement between LN and its third party suppliers expires or is terminated, (ii) any LN supplier becomes insolvent or makes an assignment for the benefit of creditors, or (iii) any LN supplier is unable or fails to perform the services that are required in order for LN to perform their obligations hereunder. Notwithstanding anything to the contrary in this Agreement, LN may suspend or discontinue providing the Product to Customer or its Authorized Users (in whole or part) without notice and pursue any other remedy legally available to it if Customer fails to comply with any of Customer's obligations hereunder

5. Warranties; Liabilities/Remedies

5.1. LN represents and warrants that it has the right and authority to make the Products available to Customer and its Authorized Users as authorized expressly by this Agreement.

5.2. EXCEPT AS OTHERWISE PROVIDED IN SECTION 5.1, THE PRODUCTS AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND LN AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING. LN DOES NOT WARRANT THE ACCURACY, RELIABILITY OR CURRENTNESS OF THE MATERIALS.

5.3. A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Products or any Materials available or not included therein, (b) the unavailability or interruption of the Products or any features thereof or any Materials, (c) Customer's or an Authorized User's use of the Product or Materials regardless of whether Customer received any assistance from a Covered Party in using the Product or Materials), (d) the loss or corruption of any data or equipment in connection with the Product, (e) the content, accuracy, or completeness of Materials, all regardless of whether Customer or an Authorized User received assistance in the use of the Product or Materials from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content referred to in the Materials.

5.4. "Covered Party" means (a) LN, its affiliates including Matthew Bender, and any officer, director, employee, subcontractor, agent, successor, or assign of LN or its affiliates; and (b) each third party supplier of Materials, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or any of their affiliates.

5.5. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES ARISING OUT OF OR RELATING TO THE PRODUCTS OR MATERIALS OR THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, WHETHER IN ONE CLAIM OR IN MULTIPLE CLAIMS, EXCEED THE LESSER OF CUSTOMER'S ACTUAL DIRECT DAMAGES OR THE AMOUNT CUSTOMER PAID FOR THE PRODUCT IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. CUSTOMER'S RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH CUSTOMER OR ITS AUTHORIZED USERS MAY HAVE AGAINST ANY COVERED PARTY.

5.6. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COVERED PARTIES SHALL NOT BE LIABLE (WHETHER RELATED TO STATUTE, TORT, STRICT LIABILITY, CONTRACT, BREACH OF WARRANTY OR OTHERWISE) FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, EVEN IF A COVERED PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE PRODUCT, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO INDEMNITY OBLIGATIONS OR CUSTOMER'S (AND ITS AUTHORIZED USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO LN OR ITS THIRD PARTY SUPPLIERS.

5.7. LN ALSO SHALL NOT BE LIABLE FOR, AND SHALL BE EXCUSED FROM, ANY FAILURE TO PERFORM OR DELAY IN PERFORMANCE DUE TO CAUSES BEYOND THEIR REASONABLE CONTROL, INTERRUPTIONS OF POWER OR TELECOMMUNICATIONS SERVICES, ACT OF WAR, TERRORISM OR NATURE, GOVERNMENTAL ACTIONS, FIRE, FLOOD, NATURAL DISASTERS OR SIMILAR EVENTS.

5.8. If there is a breach of the warranty in Section 5.1 above, then LN at its option and expense, shall either defend or settle any action and hold Customer harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Products or Materials, asserted against Customer by such third party (excluding any decisions or advice made or given as a result of the use of or reliance upon the Materials) provided: (i) all use of the Products and Materials was in accordance with this Agreement; (ii) the claim, cause of action or infringement was not caused by Customer or its Authorized Users; (iii) Customer gives LN prompt notice of any such claim; and (iv) Customer gives LN the right to solely control and direct the investigation, defense and settlement of each such claim. Customer, at LN's expense, shall reasonably cooperate with LN in connection with the foregoing.

5.9. Should the Product or the operation thereof or Materials become, or in the opinion of LN be likely to become, the subject of a claim of infringement, Customer shall permit LN, at its sole option and expense, either (i) to procure for Customer the right to continue

© 2015 LexisNexis All rights reserved

using the Product or Materials, (ii) to replace or modify the same so that it becomes non-infringing; or (iii) terminate Customer's use of the Product (thus, terminating the portion of this Agreement related to the related Product) upon notice to Customer and grant Customer a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

5.10. The provisions of Sections 5.8 and 5.9 shall constitute Customer and its Authorized Users sole and exclusive remedy for the respective matters specified therein.

5.11. LN shall have no responsibility to Customer under this Section 5 with respect to any use of the Products or Materials in a manner not authorized by this Agreement; or for any abuse or modification of the Products or Materials by Customer or its Authorized Users.

5.12. Customer, at its expense, shall defend, or at its option, settle and hold LN harmless for any action or proceeding of any kind or description based upon a third party's claim arising from or related to employees or inmate's use or misuse of the Product or any other online service the employees or inmates are able to access via the Product provided (i) the claim or cause of action was not caused by LN; (ii) Customer is given prompt notice of any such claim; and (iii) Customer is given the right to control and direct the investigation, defense and settlement of each such claim to the fullest extent permitted by law. LN, at the expense of Customer, shall reasonably cooperate with Customer in connection with the foregoing. If notified promptly in writing of any claim, demand or a judicial action brought against LN based on an allegation the employees or inmate's use or misuse of the Product or any other online services accessed via the Product constituted the claim, injury or cause of action, then Customer will pay all costs, including reasonable attorneys' fees, associated with resolving such claim and will pay the judgment or settlement amount (if any).

5.13. On an annual basis, and upon 10 days written notice from LN, Customer will reasonably cooperate with LN to audit to ensure that the Customer's and its Authorized User's requirements under this Agreement are being fulfilled. Any audit will be during Customer's normal business hours and at a mutually agreeable date and time and will be conducted in a manner such that it shall not unreasonably impact Customer's business operations.

6. Miscellaneous

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

6.2. If LN accepts an order for a Product on a purchase order issued by Customer ("PO"), the terms and conditions of the PO are for Customer's internal purposes only and shall in no way modify or affect the terms of this Agreement.

6.3. Except as otherwise provided herein, all notices and other communications hereunder shall be in writing or displayed physically on or near, or electronically in, the Product. Furthermore, this Agreement may not be supplemented, modified or otherwise revised by email exchange even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to LN should be sent to LexisNexis, Attn: Chief Legal Officer, 9443 Springboro Pike, Miamisburg, OH 45342.

6.4. This Agreement contains the entire agreement between the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations on that subject matter. This Agreement may be amended only by a writing signed by both parties. Notwithstanding the foregoing, LN may change the license terms immediately upon written notice to Customer. If any changes are made to this Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against Customer or its Authorized Users but will apply to all similarly situated LN customers using the Product or the Materials therein (as applicable). Customer may terminate this Agreement upon written notice to LN if any such change to terms and conditions is unacceptable to Customer. For termination to be effective under this Section, written notice of termination must be provided to LN within 90 days of the effective date of the change. Continued use of the Product following notice of the change shall constitute its acceptance of the change.

6.5. The sections of this Agreement that by their nature survive termination or expiration of this Agreement shall so survive termination or expiration of the Agreement.

6.6. The failure of LN or any third party supplier to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

6.7. Each third party supplier of Materials has the right to assert and enforce these provisions directly on its own behalf as a third party beneficiary.

6.8. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida regardless of the law that might otherwise apply under applicable principles of conflicts of law.

6.9. This Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this Agreement.

6.10. Neither Customer nor any Authorized User may assign rights or delegate duties under this Agreement without the prior written consent of LN, which consent shall not be unreasonably withheld. This Agreement and pricing herein is preferred pricing that is based on the overall characteristics that the listed customer has represented and the Products and Materials subscribed to hereunder. This Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

© 2015 LexisNexis All rights reserved

The following terms are additional terms for the implementation of DP-Type Products. For DP-Type Products, the terms for all Products in the additional corresponding section above also apply. If there is a conflict between the below terms and any other terms in this Agreement for this particular DP-Product, the below terms will control. LN and Matthew Bender & Company, Inc. ("MB") provide DP-type Products.

I. Preliminary Definitions (other definitions elsewhere herein)

I.1. "Product" includes the Distributed Product (or "DP") that includes the Materials and the Distributed Media on or through which the Materials are provided to the Customer by LN/MB.

I.2. "Distributed Media" means the set of one or more DVDs and/or External Hard Drives provided by LN/MB to Customer that contains the Materials.

II. DP-Type Service

II.1. During the Term, LN/MB will provide Customer and its Authorized Users with access to and use of the Product. The number of copies of the Product and the delivery locations for such Product are set forth above.

II.2. LN/MB will use reasonable efforts to update the Distributed Media on monthly or quarterly basis (depending upon the materials).

II.3. Customer understands and acknowledges that LN/MB may use one or more of its approved subcontractors to install any Kiosk Prison Solution ordered.

III. Pricing; Payment

III.1. In exchange for access to and use of the Distributed Media, Customer will pay LN/MB the charges set forth above, which includes all charges for shipping and handling.

III.2. MB will serve as LN's billing agent during the Term. MB will provide Customer with one consolidated invoice for the Distributed Media which shall be provided to Customer as set forth above. Customer will pay the commitments to MB and MB will remit to LN that portion of the commitments that is due to LN under this Agreement.

IV. Termination

IV.1. Upon termination of this Agreement, at the direction of LN/MB, Customer will either cease all use of and destroy the Distributed Media, or return the Distributed Media to LN/MB at LexisNexis, 701 East Water Street, Charlottesville, Virginia 22902, or such other address as LN/MB may direct.

V. Warranties; Liabilities/Remedies; other

V.1. CUSTOMER'S EXCLUSIVE REMEDY AND LN/MB'S SOLE OBLIGATION WITH RESPECT TO DEFECTIVE DISTRIBUTED MEDIA WILL BE THE RIGHT TO RETURN THE DEFECTIVE DISTRIBUTED MEDIA FOR A REPLACEMENT COPY AT NO ADDITIONAL CHARGE.

V.2. ALL REFERENCES IN THE "ADDITIONAL TERMS FOR ALL PRODUCTS" SECTION ABOVE TO LN SHALL BE READ AS LN/MB AS IT RELATES TO THE DP-TYPE PRODUCTS.

ADDITIONAL TERMS FOR OS-TYPE PRODUCTS

The following terms are additional terms for the implementation of OS-Type Products. For OS-Type Products, the terms for all Products in the additional corresponding section above also apply. If there is a conflict between the below terms and any other terms in this Agreement for this particular OS-Product, the below terms will control. LexisNexis, a division of RELX Inc. ("LN") provides OS-type Products.

A. Preliminary Definitions (other definitions elsewhere herein)

A.1. "Product" includes the service (or "OS") that includes the Materials and the Online Services on or through which the Materials are provided to the Customer by LN.

A.2. "Online Services" means the online services provided by LN to Customer that contains the Materials.

B. Additional License Terms for types of OS Access

B.1. STAFF ACCESS (additional terms for Staff on Behalf of Inmates access <u>and</u> Staff Only access, as may be provided pursuant to this Agreement)

B.1.1. This Section B.1 relates only to the Customer's Billgroups and locations (the "Staff on Behalf of Inmates Participating Billgroups," the "Staff Only Participating Billgroups," collectively, the "Staff Participating Billgroups") set forth in this Agreement and the Authorized Users under the Staff Participating Billgroups.

B.1.2. For Staff Participating Billgroups, an "Authorized User" is further restricted to mean only individuals to whom Customer assigns an LN identification number under a Staff Participating Billgroup ("LN ID"). Such Authorized Users may only be Customer's employees, temporary employees, and contractors.

B.1.3. Customer agrees that each LN ID may only be used by the Authorized User to whom it is assigned and may not be shared with or used by any other person, including other Authorized Users. Customer will manage its roster of Authorized Users and will promptly notify LN to deactivate an Authorized User's LN ID if the Authorized User no longer works for Customer or Customer otherwise wishes to terminate the Authorized User's access to the Online Services. Customer is responsible for all use of the Online Services accessed with LN IDs, including associated charges, and for use of the Online Services by temporary employees and contractors to the same extent as if they were Subscriber's employees. Customer will implement policies and procedures to prevent unauthorized use of LN IDs and will immediately notify LN, in writing, if it suspects that an LN ID is lost, stolen, compromised, or misused.

B.1.4. Customer certifies that on the date this Order is signed by Customer there are the number of staff professionals as set forth above (the "Reference Number") in Customer's organization. Upon the request of LN, Customer will recertify to the Reference Number.

B.1.5. In consideration of Customer's payment to LN of the commitment amounts specified above, the Staff Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified by source/menu number above as available in the Online Services. If Customer is an existing

© 2015 LexisNexis All rights reserved

LN customer and this is a revision to Customer's Materials for Staff and commitment, fees will be prorated for the month (or other period as indicated) in which the change becomes effective if the change occurs other than on the first day of the month (or other period as indicated).

B.1.6. At no additional charge, the Staff Participating Billgroups may do offline printing, online printing and saving to disk of Materials related to the type of access provided for under this Agreement, as shown above.

B.2. INMATE ACCESS (additional terms for Inmate access, as may be provided pursuant to this Agreement)

B.2.1. This Section B.2 relates only to the Customer's Billgroups and locations (the "Inmate Participating Billgroups") set forth in this Agreement and the Authorized Terminals under the Inmate Participating Billgroups.

B.2.2. "Authorized Terminals" means an individual computer (e.g., laptop, workstation, etc.) kiosk or dumb terminal for which there is embedded an LN identification number to access the LN Online Services under an Inmate Participating Billgroup ("LN ID"). For Inmate access, "Authorized Users" are restricted to only Customer's employees and inmates under Customer's control and supervision accessing and using the Online Services via the Authorized Terminals.

B.2.3. Customer is responsible for all use of the Online Services accessed via the Authorized Terminals, including associated charges, and for use of the Online Services by temporary employees and contractors to the same extent as if they were Customer's employees and inmates. Customer will implement policies and procedures to prevent unauthorized use of the Authorized Terminals and LN IDs and will immediately notify LN, in writing, if it suspects that an LN ID is lost, stolen, compromised, or misused.

B.2.4. Customer certifies there are only up to the number of Authorized Terminals listed in this Agreement above that are available for inmates to access and use the LN Online Services. Customer agrees that pricing provided to Customer depends in part on the number of Authorized Terminals. At the request of LN from time to time, Customer will re-certify in writing the then-current number of Authorized Terminals. If there is a change in the number of Authorized Terminals during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Customer, increase or decrease the commitment listed above by an amount that does not exceed, on a percentage basis, the change in the number of Authorized Terminals. In this Agreement above, Customer will list the total number of facilities (unique locations) and total inmate population for all facilities. Customer hereby certifies that each LN ID may only be used by the Customer facility and Authorized Terminal to which it is assigned and may not be shared with or used by any other facility or on any other Authorized Terminal.

B.2.5. In consideration of Customer's payment to LN of the commitment amounts specified above, the Inmate Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified above by source/menu number as available in the Online Services. If Customer is an existing LN customer and this is a revision to Customer's Materials and commitment, fees will be prorated for the month (or other period as indicated) in which the change becomes effective if the change occurs other than on the first day of the month (or other period as indicated).

B.2.6. Access to the Product will not include any email, fax or download capabilities to address security concerns inherent in allowing inmates to access and use online services via the Internet.

B.2.7. The parties acknowledge certain security concerns inherent in allowing prisoners to access and use the LN online services via the Internet. Accordingly, during the Term, Customer shall implement and maintain certain online security standards by using equipment and system settings that provide blocking an inmate's use of: (i) navigation Universal Resource Locators ("URLs") outside of intended product scope; (ii) manipulation of URL strings through the product browser; and (iii) web email links. Customer is responsible for limiting access to servers and URLs defined by LN and such servers and URLs may be changed from time to time by LN. Customer will make changes as needed or requested, but will maintain the responsibility of an inmate's access through its system. Customer shall maintain industry standard online security procedures and in the event such standards vastly improve, then Customer will use reasonable commercial efforts to meet or exceed such standards with respect to use of the LN services. LN may require a third party facility security assessment before service is started or re-instatement of service after a security issue. LN may require a first party security questionnaire be completed before service is started as stated in this Agreement.

B.2.8. Customer will provide to LN the Internet Protocol address(es) ("IP Address(es)") available for each facility location that will be accessing the LN services in the table on the Configuration and Pricing Sheet. LN may periodically and at request of Customer review failed authentication reports of these IP Address(es) or monitor them to assure that correct materials of the Online Services are being accessed by only those locations authorized or any access to unauthorized websites or email services.

B.2.9. Customer agrees that they are providing access specifically for inmates only and that no other LN service(s) may be used by, or on, behalf of an inmate. If Customer has normal accounts outside of inmate access, Customer must maintain a separation of accounts. It is also agreed that Customer shall not provide any inmate the authentications credential(s) (this includes just the product ID without a password) or access to any electronic or paper records that provide LN billing information.

B.2.10. Notwithstanding the foregoing in Sections B.2, in the event LN becomes aware of any abuse, misuse or security breach situations of the LN services or any Materials contained therein, then LN reserves the right to immediately suspend all facility access without notice until such incident is resolved to LN's satisfaction. Customer agrees that the resolution may require documented and certified proof of correction. Customer takes responsibility for any security breach or situation where an inmate has access to something prohibited.

SIGNATURES TO AGREEMENT

© 2015 LexisNexis All rights reserved

LN accepts this Agreement on its own behalf and as authorized agent for each of the other companies that provide Products under this Agreement. LN's agency is described the relevant term section above.

Agreed to and accepted by:

Jacksonville County Sheriff's Office		**LexisNexis, a division of RELX Inc.**	
SIGNED:	_____	SIGNED:	_____
PRINTED:	_____	PRINTED:	_____
TITLE:	_____	TITLE:	_____
DATE:	_____	DATE:	

THIS AGREEMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. LEXISNEXIS MAY ACCEPT THIS AGREEMENT BY SIGNING ABOVE OR BY PERFORMING THIS AGREEMENT.

THE PRICES AND OTHER TERMS IN THIS AGREEMENT ARE SUBJECT TO CHANGE IF CUSTOMER HAS NOT SUBMITTED A SIGNED COPY OF THIS AGREEMENT TO LEXISNEXIS ON OR BEFORE THE BEGINNING OF THE FIRST ORDER PERIOD UNDER THIS AGREEMENT. TO IMPLEMENT THIS AGREEMENT ON THE FIRST DAY OF A MONTH, LEXISNEXIS MUST RECEIVE A COPY OF THIS AGREEMENT SIGNED BY CUSTOMER ON OR BEFORE THE 20TH DAY OF THE PRECEDING MONTH.

Account Representative Name:	mattise	Account Representative Number:	7F5

4833-5587-8454, v. 1

© 2015 LexisNexis All rights reserved

7 7346

OFFICE OF THE SHERIFF
ORDER REQUEST FORM

Request For: Technology & Compliance Unit (Work Unit) | Jails (Division) | Corrections (Dept.)

Requestor: Lt. C. Keith #63349 (Name) | 63349 (ID #) | 904-630-3701 (Phone) | 9/17/2020 (Date)

Deliver To Location: 500 E. Adams Street, Jacksonville, FL 32202

Item No.	Description and Model No.	JSO Stock No.	QTY.	Unit Cost	Total
1	Monthly- Blended Law Library Services (5yr Contract)		5	$ 22,500.00	$ 112,500.00
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
				TOTAL REQUEST	$ 112,500.00

Suggested Vendor: LexisNexis / Corrections Vendor Phone: 727-786-0796

Vendor Address / E-mail: 9443 Springboro Pike, Dayton, OH, 45342 / James.Mattise@lexisnexis.com

☐ Proprietary
☑ Sole Source If Proprietary / Sole Source, attach appropriate form and letter from vendor.

Special funding to be used for this purchase?
☐ Loan Pool / Banking Fund
☐ Grant *
☐ Trust Fund * * Enter name and # of Grant or Trust Fund

RECEIVED 2020 DEC 17 P 3:17 OFFICE OF THE SHERIFF BUDGET & MGMT. DIV

Justification / Repetitive Request Authorization / Notes:

Corrections Law Library Services:
The vendor will provide two legal-research solutions for inmates:
• Option 1 – External hard drive (EHD): A secure, non-Internet, regional network system that supports electronically stored legal reference materials.
• Option 2 – Custom Interface (CI): A secure, online interface for legal research. (tablet application)
Currently there are approximately 380 tablets throughout three facilities and an ADP of 2500. For the purposes of this pricing we will cap the number of tablets at 600, and the number of EHD licenses at 10.

Approvals:

	Signature	ID #	Date
1.		63349	9/17/2020
2.		7845	9-25-20
3.		6300	10/05/20
4.		5839	10/20/20

Required approval level (per General Order 54):
$0 to $2,500 - Assistant Chief or higher
$2,501 to $5,000 - Chief or higher
$5,001 or more - Director or higher

Budget Office Use Only
Index _____ Subobject _____
Analyst _____ Date _____

P-1532 Rev 12/2011