



LexisNexis®

Matthew Bender®

West Virginia Division of Corrections

June 28, 2006

Response to:

**Request for Quotation COR6319
Computerized Law Library**

This proposal includes data that shall not be disclosed outside the West Virginia Division of Corrections (DOC) or any other department necessary to process an order and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of or in connection with, the submission of this data, the DOC shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the DOC's right to use information contained in the proposal if it is obtained from another source without restriction. The entire proposal shall be subject to the restrictions contained herein. In addition, this data is exempt from disclosure pursuant to the Freedom of Information Act, 5 U.S.C. 522(b)(3) and (4). LexisNexis and the Knowledge Burst logo are trademarks of Reed Elsevier Properties, used under license. It's How You Know is a trademark of LexisNexis, a division of Reed Elsevier Inc. © 2006 LexisNexis, a division of Reed Elsevier Inc. All rights reserved. NX11169-0 0102



9443 Springboro Pike
Miamisburg, OH 45342

John Abbott
Senior Buyer
Department of Administration
2019 Washington Street East
Charleston, West Virginia 25305-0130

June 28, 2006

Dear Mr. Abbott:

LexisNexis Matthew Bender is eager to provide a computerized law library to the West Virginia Division of Corrections and is pleased to respond to Request For Quotation No. COR6319. Inmates who use our DVDs will access all legal content the DOC needs. We offer a user-friendly format that provides complete security.

Choosing our solution would also entitle the DOC to *Shepard's* Citations Service, the only true citator available in a non-Internet format. It assesses the precedential value of an authority and generates a comprehensive list of materials citing to it. *Shepard's* has remained the most trusted citator among legal researchers for more than 130 years.

If you have questions, please contact Sales Executive Tim Dremsek by phone at (412) 418-3902 or by e-mail at timothy.dremsek@lexisnexis.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Ann C. Fullenkamp".

Ann C. Fullenkamp
Vice President

LEXISNEXIS LEGAL DEPT.
REVIEWED BY: SAH
DATE: 6-26-06

TABLE OF CONTENTS

EXECUTIVE SUMMARY	4
DVD Software – LexisNexis CD on Folio 4	4
DVD System Requirements	7
Shepard's Citations Service	7
Training	7
Maintenance and Updates	8
RFQ	9
COMPUTERIZED LAW LIBRARY SYSTEM SPECIFICATIONS	10
Option 1 – Base Package	11
Option 2 – Enhanced Package	12
BID FORM/QUOTES	16
ADDENDUM AND ADDENDUM ACKNOWLEDGEMENT	17
CONTRACTS	18

EXECUTIVE SUMMARY

DVD Software – LexisNexis CD on Folio 4

The DOC will use a closed system that does not allow communication between computers or with the Internet.

User-friendly functions include:

- Phrase searching.
- Natural Language searching.
- Forward and back buttons.
- Find.
- Print.
- History feature.

Easier and Enhanced Searching Functionality

- Fast Boolean and phrase searching
- Ability to search only desired parts/chapters/sections/etc. of a publication.
- Accurate search results.
- Natural Language searching (using Query dialog).
- Specialized search forms for cases and codes.

Enhanced User Interface and Functionality

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

Upgraded Printing Capabilities

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

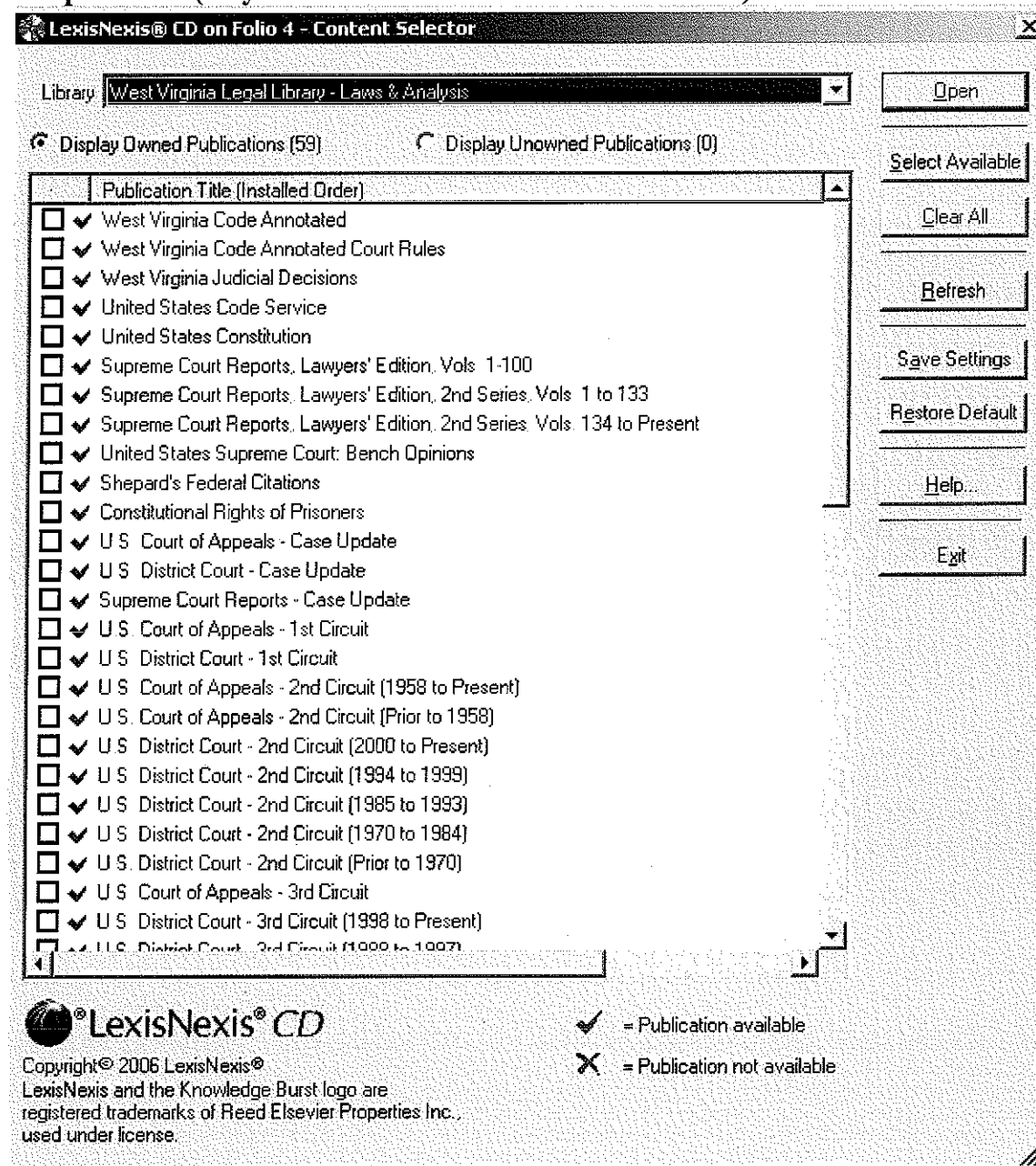
Hypertext Linking

- Users will be able to link to files cited in bodies of documents.

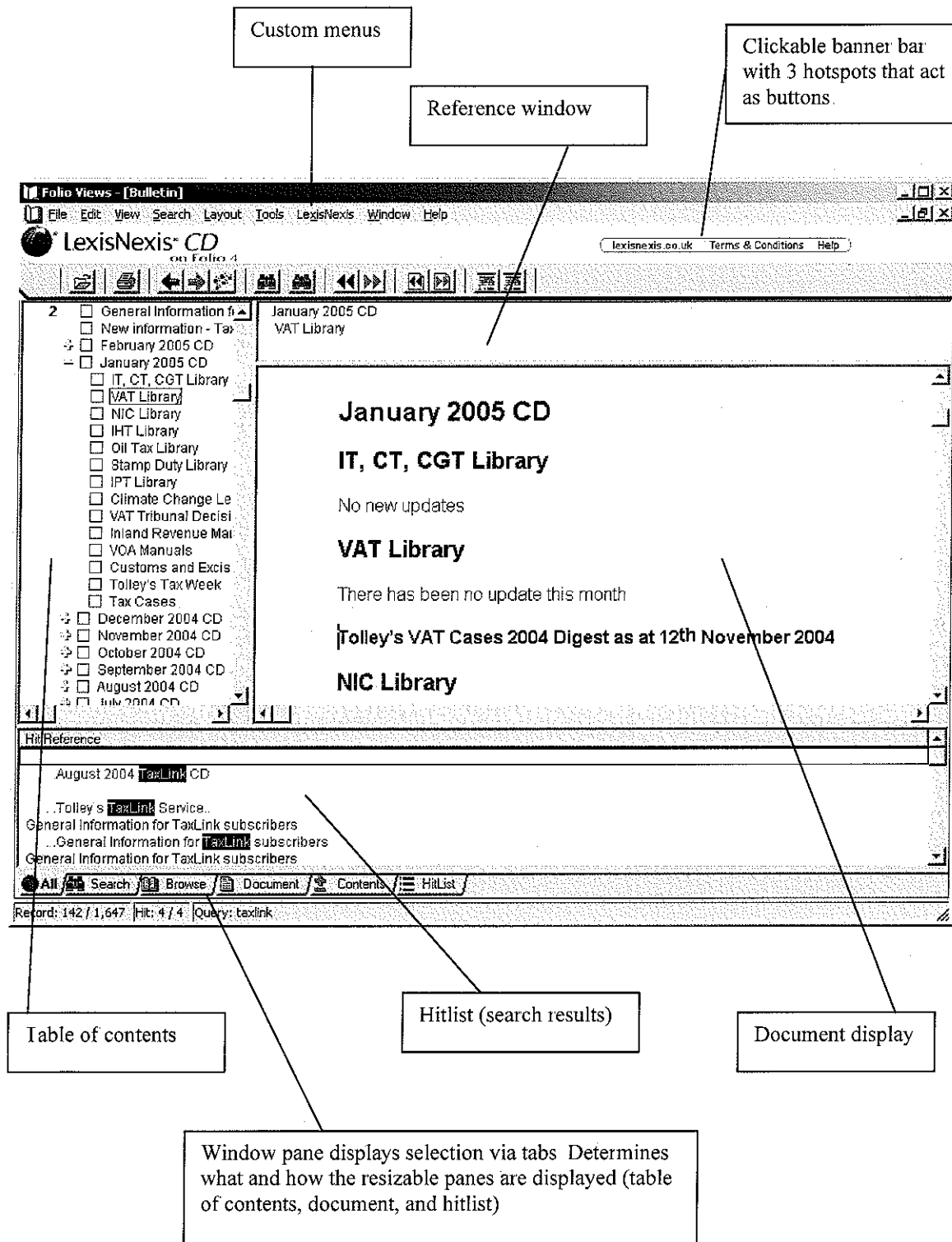
Content Selector

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.

Sample screen (may not reflect the DOC's research content):



Main Program Interface (sample screen may not reflect all the DOC's research content):



DVD System Requirements

- 4x or faster DVD drive (8x or faster recommended).
- Microsoft(R) Windows 98/98SE/2000/ME/XP/2003 & NT4 SP6.
- Intel(R) Pentium(R)-based 133-Mhz or faster computer or equivalent (PII-350 or higher recommended).
- RAM: 32 MB or greater for Windows 98/98SE (64MB or greater recommended).
- RAM: 64 MB or greater for Windows ME/NT4/2000/XP (128 MB or greater recommended).
- 8x or faster CD-ROM/DVD drive (32x or faster recommended).
- 47 MB or greater hard-disk space for program files and peripheral software (plus an additional 4 MB during installation, which will again become available post-install).
- 800 x 600 video resolution with 256 color depth (and small fonts).
- For network installation, 10 Mb/sec or faster network connection speed (100 Mb/sec or faster recommended).
- Third Party Software: Adobe Acrobat Reader 5.0 or higher.

Shepard's Citations Service

The only true citator available in a non-Internet format

LexisNexis Matthew Bender is the **sole provider** of the *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.

Unlike proprietary software that other vendors attempt to position as a citator, *Shepard's* assesses the precedential value of an authority and generates a comprehensive list of materials citing to it. The *Shepard's* service 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.

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. *Shepard's* legal editors analyze decisions for history and treatment. Only *Shepard's* full range of analyses – from very negative to mild negative to positive – tells you whether a case is losing precedential value. Inmates have a legitimate need to see how subsequent cases may have affected authorities on which they wish to rely.

Researchers have been *Shepardizing* with confidence for more than 130 years. A cornerstone of the legal research process, *Shepard's* is the most dependable, thorough and detailed method for determining good law.

Training

We will work with DOC staff members to provide all training, installation and support necessary to implement and operate the system, at no extra cost.

Training Plan

- LexisNexis Matthew Bender (LNMB) and the DOC will design a training curriculum, determine collateral materials and submit to the DOC for review and approval
- The DOC will provide feedback on training curriculum and collateral materials.
- LNMB and the DOC will establish a training schedule.
- LNMB will distribute training materials to training coordinators in each participating facility.
- LNMB begins training.

In addition, product training is available via a video tutorial, which is embedded on DVDs. Training includes instruction regarding the software's functionality and searching abilities, as well as other educational topics.

Maintenance and Updates

You will receive quarterly updates and maintenance on all software for the lifetime of the contract at no additional charge.

RFQ

The following pages include LexisNexis Matthew Bender's completed and signed version of the State's RFQ No. COR6319.



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
COR6319

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUYER 32 304-558-0492

RFQ COPY

TYPE NAME/ADDRESS HERE

LexisNexis Matthew Bender
9443 Springboro Pike
Miamisburg, Ohio 45342

DIVISION OF CORRECTIONS

617 LEON SULLIVAN WAY

CHARLESTON, WV
25301

304-558-8045

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/01/2006	see "contracts"	U.S. mail 1st class	X	
BID OPENING DATE: 06/21/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p align="center">REQUEST FOR QUOTATION</p> <p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE DEPARTMENT OF CORRECTIONS TO PROVIDE A COMPUTERIZED LAW LIBRARY SYSTEM FOR VARIOUS CORRECTIONAL FACILITIES WITHIN THE STATE OF WEST VIRGINIA.</p> <p>QUESTIONS:</p> <p>QUESTIONS MAY BE DIRECTED TO: JOHN ABBOTT, SENIOR BUYER JABBOTT@WVADMIN.GOV (PREFERRED) EMAIL: JABBOTT@WVADMIN.GOV (PREFERRED) ADDRESS: STATE CAPITOL COMPLEX PURCHASING DIVISION 2019 WASHINGTON STREET, EAST P.O. BOX 50130 CHARLESTON, WV 25305</p> <p>QUESTION(S) DEADLINE: QUESTIONS WILL BE ACCEPTED THROUGH JUNE 15, 2006, 2:00 PM</p> <p>ATTACHMENTS:</p> <p>1. SPECIFICATIONS 2. BID FORM 3. AFFIDAVIT</p>						
0001	1	EA		920-45		
COMPUTERIZED LAW LIBRARY						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	937-865-6800	6/26/06
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Vice President	14-0499170	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

LEXISNEXIS LEGAL DEPT.
REVIEWED BY: *[Signature]*
DATE: 6-23-06



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EXHIBIT 1						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI- CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 937-865-6800	DATE 6/26/06
TITLE Vice President	FEIN 14-0499170	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

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06/01/2006				

BID OPENING DATE:

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B".</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ COR6319 ***** TOTAL:						Option 1 = \$45,632 grand total for year 1. Option 2 = \$50,232 grand total for year 1. See "Bid Form/ Quotes" section for more details.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Ann L. Williams</i>	937-865-6800	6/26/06
TITLE Vice President	FEIN 14-0499170	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

LEXISNEXIS LEGAL DEPT.
REVIEWED BY: *[Signature]*
DATE: 6-23-06

COMPUTERIZED LAW LIBRARY SYSTEM SPECIFICATIONS

RFQ# COR6319 – COMPUTERIZED LAW LIBRARY SYSTEM SPECIFICATIONS

The State of West Virginia, Division of Corrections, is requesting bids for the acquisition of a computerized law library system for the below listed correctional facilities. Bids for subscription cost shall include total combined number of stations, all available updates, installation, and training at each facility listed.

LexisNexis Matthew Bender's proposed pricing meets these specifications. Please see this proposal's "Bid Form/Quotes" section for details.

- **All subscription materials to be accessed through DVD's.**

You will receive LexisNexis Matthew Bender's world-class content on DVDs

- **A total of 46 stations/licenses are needed at the following DOC facilities.**

LexisNexis Matthew Bender will supply materials for each station at each DOC facility that you request.

➤ **Specifications for law library material**

The DOC may choose between two content options:

- Option 1 – Base Package. Includes all materials the DOC requests.
- Option 2 – Enhanced Package. Includes all items in the Base Package plus additional content.

Please see this proposal's "Bid Form/Quotes" section for pricing information on each option.

Option 1 – Base Package

Includes all materials the DOC requests

Content you request	Content we will provide	Comments
W.Va. Reporters (or South East Second) or equivalent	West Virginia Supreme Court cases from 1864 to present.	West Virginia case law from the West Virginia Supreme Court.
W.Va. Code with Rules – State and Federal	<ul style="list-style-type: none"> • West Virginia Code Annotated. • West Virginia Court Rules (State and Federal). 	
Federal Supplement or equivalent, 1940 to current	Federal Cases (All Circuits, U.S. Courts of Appeals and District Courts)	<ul style="list-style-type: none"> • Courts of Appeals cases from 1789 to present. • District Court cases from 1789 to present.
Federal Reporter or equivalent, 1940 to current	Federal Cases (All Circuits, U.S. Courts of Appeals and District Courts)	<ul style="list-style-type: none"> • Courts of Appeals cases from 1789 to present. • District Court cases from 1789 to present.
Supreme Court Reporter	U.S. Supreme Court Reports, Lawyer's Edition 2d	U.S. Supreme Court cases from 1790 through current
U.S. Code	U.S. Code Service	<p>Contains the U.S. statutory code. It includes all laws of a general and permanent nature, as enacted by the United States Congress.</p> <p>It also includes the U.S. Constitution, Federal Court Rules, and the Federal Sentencing Guidelines.</p>

Content you request	Content we will provide	Comments
Case Verification System – <i>Shepard's or equivalent</i>	<ul style="list-style-type: none"> • <i>Shepard's</i> Federal Citations • <i>Shepard's</i> West Virginia Citations 	We are the exclusive provider of <i>Shepard's</i> , the only true citator available in a non-Internet format. It's the legal industry's most in-depth, reliable and current citator available.

Option 2 – Enhanced Package

Includes all items in the Base Package, which the DOC requests, plus additional content.

Additional Content	Comments
United States Constitution	<p>Includes annotations.</p> <p>Includes fully annotated versions of the following:</p> <ul style="list-style-type: none"> • Federal Rules of Criminal Procedure • Courts of Criminal Appeals Rules • Federal Rules of Appellate Procedure • Rules for the U.S. Courts of Appeals (all Circuits) • Federal Rules of Evidence • Federal Rules of Civil Procedure • Supplemental Rules for Certain Admiralty and Maritime Claims • Rules Governing Section 2254 Cases • Rules Governing Section 2255 Proceedings • Federal Rules of Bankruptcy Procedure and Official Bankruptcy Forms • Rules of the Supreme Court of the United States • Rules of Practice and Procedure of the United States Tax Court • Rules of the United States Court of Federal Claims • Alien Terrorist Removal Court of the United States • United States Court of Appeals for Veterans Claims • United States Court of Appeals for the Armed Forces
Federal Court Rules	

Additional Content	Comments
	<ul style="list-style-type: none"> • Rules of the United States Court of International Trade • Special Court, Regional Rail Reorganization Act of 1973 • Rules of Procedure of the Judicial Panel on Multidistrict Litigation
Federal Sentencing Guidelines	<p>The Guidelines dictate the sentences to be imposed for the commission of federal crimes. The Guidelines were developed by Congressional Acts, plus the United States Sentencing Commission, to further the primary purposes for the imposition of criminal punishment: deterrence, incapacitation, just punishment, plus rehabilitation.</p>
Handbook on West Virginia Criminal Procedure	<p>Covering all relevant decisions of the U.S. Supreme Court, the U.S. Court of Appeals for the Fourth Circuit, and the West Virginia Supreme Court of Appeals, the Handbook on West Virginia Criminal Procedure Second Edition offers a complete sourcebook that explains criminal procedure, standards, and principles.</p>
Fourth Circuit Criminal Handbook	<p>This comprehensive and popular handbook is the product of years of careful study and practical application of Fourth Circuit criminal decisions. Covering hundreds of criminal issues, the Fourth Circuit Criminal Handbook gives clear, practical analysis geared to the needs of criminal law practice.</p>
Federal Habeas Corpus Practice and Procedure	<p>Federal Habeas Corpus Practice and Procedure stands alone as the authoritative and practical treatise for achieving habeas corpus relief in both capital and non capital cases. It is the resource cited most frequently by the U.S. Supreme Court and lower federal courts, as well as by thousands of other attorneys who practice in habeas corpus proceedings.</p>
Constitutional Rights of Prisoners	<p>This text details critical information on all aspects of prison litigation, including trial and appeal, conditions of confinement, visitation, access to the courts, parole, right to medical aid, and civil and criminal liabilities of prison officials.</p>

Additional Content	Comments
Handbook on Evidence for West Virginia Lawyers	This Handbook seeks to provide the law of evidence pertaining to gathering and presenting evidence properly, making and resisting objections, and recognizing errors in the admission or rejection of evidence for appellate purposes. It offers a short and concise resume of the law of evidence. There is a discussion of the basic principles of the law of evidence and also a detailed study of the rules governing the introduction of evidence during a trial.
Michie's Jurisprudence of Virginia and West Virginia - Criminal Law	Long a cornerstone reference in Virginia and West Virginia law libraries, Michie's Jurisprudence offers encyclopedic treatment of criminal law of both states. It analyzes the case law, statutes, rules, and regulations of Virginia and West Virginia, while offering extensive references to other publications to save valuable research time.
Instructions for Virginia and West Virginia	Michie's Instructions for Virginia and West Virginia covers instructions not published elsewhere on such topics as: criminal offenses and procedures, eminent domain, railroads, banks and banking, employer-employee, mining, physicians and surgeons.

- **Customer Support shall be provided at no additional charge during normal business hours via telephone.**

You will have access to professionals who will assist DOC staff members with all aspects of service and support, for no extra charge. Our team is dedicated to quality customer service, customer advocacy and finding information quickly and easily.

Our mission is to amaze you by providing exceptional service and professional customer support. Prison librarians may contact LexisNexis Matthew Bender's world-class team of professionals by calling 866-293-4261, which is a 24/7 customer support line for prisons only. Your account representative will also help staff members resolve issues. You may also send e-mails to: customer.support@lexisnexis.com.

Customer Support Services

- Technical advice
- Troubleshooting
- Printing inquiries
- Software installation
- Hardware questions
- Database contents – A description of the sources that are available
- Basic instruction in searching queries
- Printing/Downloading options

- **Each institution will be billed accordingly by successful vendor.**

LexisNexis Matthew Bender understands and will comply with this billing structure.

BID FORM/QUOTES

You may choose between two content options:

- Option 1 - Base Package. Includes all materials the DOC requests.
- Option 2 - Enhanced Package. Includes all items in the Base Package plus additional content.

You may view titles of specific materials for each option in this proposal's above section titled "Computerized Law Library System Specification." The following pages include pricing for each package.

COR6319 - BID FORM										BID OPENING 6/28/2006, 1:30 PM									
FACILITY	NUMBER OF STATIONS	PRICE FOR INITIAL SUBSCRIPTION PER STATION	* SUBTOTAL	ANNUAL UPDATE PRICE PER STATION	* SUBTOTAL	** QUARTERLY UPDATE PRICE PER STATION				* SUBTOTAL	*** EXTENDED LINE TOTALS								
Anthony Correctional Center	1	\$ *	\$ *	\$ *	\$ *	1.5 *	2.5 *	3.5 *	4.5 *	\$ *	\$ *								
Dennar Correctional Center	2	\$ *	\$ *	\$ *	\$ *	1.5 *	2.5 *	3.5 *	4.5 *	\$ *	\$ *								
Huttonsville Correctional Facility	12	\$ *	\$ *	\$ *	\$ *	1.5 *	2.5 *	3.5 *	4.5 *	\$ *	\$ *								
Lakin Correctional Facility	4	\$ *	\$ *	\$ *	\$ *	1.5 *	2.5 *	3.5 *	4.5 *	\$ *	\$ *								
Martinsburg Correctional Facility	2	\$ *	\$ *	\$ *	\$ *	1.5 *	2.5 *	3.5 *	4.5 *	\$ *	\$ *								
Mount Olive Correctional Facility	12	\$ *	\$ *	\$ *	\$ *	1.5 *	2.5 *	3.5 *	4.5 *	\$ *	\$ *								
Northern Correctional Facility	4	\$ *	\$ *	\$ *	\$ *	1.5 *	2.5 *	3.5 *	4.5 *	\$ *	\$ *								
Ohio County Correctional Facility	1	\$ *	\$ *	\$ *	\$ *	1.5 *	2.5 *	3.5 *	4.5 *	\$ *	\$ *								
Pruntytown Correctional Facility	2	\$ *	\$ *	\$ *	\$ *	1.5 *	2.5 *	3.5 *	4.5 *	\$ *	\$ *								
St. Marys Correctional Facility	6	\$ *	\$ *	\$ *	\$ *	1.5 *	2.5 *	3.5 *	4.5 *	\$ *	\$ *								
* SUBTOTAL (Column 3) that includes the number of stations by the bidder. ** Quarterly Update Price calculated from annual price, then multiplied by the number of stations. *** Extended Line Totals should be the Subtotals column(s) added together.											GRAND TOTAL	\$ *							

BIDDER INFORMATION Name: <u>LexisNexis Matthew Bender</u> Address: <u>9443 Springboro Pike</u> <u>Miamisburg, Ohio 45342</u> Phone / Fax #: <u>937-865-6800</u> / <u>937-865-1284</u> Email Address: <u>timothy.dremsek@lexisnexis.com</u>		*Please see the attached pages for pricing.
--	--	---

Option 1: Base Package*Includes all materials the DOC requests*

Facility	Number of Stations	Price for Initial Subscription Per Station	Subtotal	Annual Update Price Per Station	SubTotal	Quarterly Update Price Per Station				Subtotal	Extended Line Totals
						Q1	Q2	Q3	Q4		
Anthony Correctional Center	1	\$ 992.00	\$ 992.00	\$ 992.00	\$ 992.00	\$ 248.00	\$ 248.00	\$ 248.00	\$ 248.00	\$ 992.00	\$ 992.00
Denmar Correctional Center	2	\$ 992.00	\$ 1,984.00	\$ 1,984.00	\$ 1,984.00	\$ 248.00	\$ 248.00	\$ 248.00	\$ 248.00	\$ 1,984.00	\$ 1,984.00
Huttonsville Correctional Facility	12	\$ 992.00	\$ 11,904.00	\$ 11,904.00	\$ 11,904.00	\$ 248.00	\$ 248.00	\$ 248.00	\$ 248.00	\$ 11,904.00	\$ 11,904.00
Lakin Correctional Facility	4	\$ 992.00	\$ 3,968.00	\$ 3,968.00	\$ 3,968.00	\$ 248.00	\$ 248.00	\$ 248.00	\$ 248.00	\$ 3,968.00	\$ 3,968.00
Martinsburg Correctional Facility	2	\$ 992.00	\$ 1,984.00	\$ 1,984.00	\$ 1,984.00	\$ 248.00	\$ 248.00	\$ 248.00	\$ 248.00	\$ 1,984.00	\$ 1,984.00
Mount Olive Correctional Facility	12	\$ 992.00	\$ 11,904.00	\$ 11,904.00	\$ 11,904.00	\$ 248.00	\$ 248.00	\$ 248.00	\$ 248.00	\$ 11,904.00	\$ 11,904.00
Northern Correctional Facility	4	\$ 992.00	\$ 3,968.00	\$ 3,968.00	\$ 3,968.00	\$ 248.00	\$ 248.00	\$ 248.00	\$ 248.00	\$ 3,968.00	\$ 3,968.00
Ohio County Correctional Facility	1	\$ 992.00	\$ 992.00	\$ 992.00	\$ 992.00	\$ 248.00	\$ 248.00	\$ 248.00	\$ 248.00	\$ 992.00	\$ 992.00
Pruntytown Correctional Facility	2	\$ 992.00	\$ 1,984.00	\$ 1,984.00	\$ 1,984.00	\$ 248.00	\$ 248.00	\$ 248.00	\$ 248.00	\$ 1,984.00	\$ 1,984.00
St Mary's Correctional Facility	6	\$ 992.00	\$ 5,952.00	\$ 5,952.00	\$ 5,952.00	\$ 248.00	\$ 248.00	\$ 248.00	\$ 248.00	\$ 5,952.00	\$ 5,952.00
Grand Total										\$ 45,632.00	

The pricing above is for the first year of the contract. For optional year 2, we propose a 3% increase on all the pricing. For optional year 3, we propose a 3% increase from optional year 2 pricing.

Option 2: Enhanced Package*Includes all items in the Base Package plus additional content*

Facility	Number of Stations	Price for Initial Subscription Per Station	Subtotal	Annual Update Price Per Station	SubTotal	Quarterly Update Price Per Station				Subtotal	Extended Line Totals
						Q1	Q2	Q3	Q4		
Anthony Correctional Center	1	\$ 1,092.00	\$ 1,092.00	\$ 1,092.00	\$ 1,092.00	\$ 273.00	\$ 273.00	\$ 273.00	\$ 273.00	\$ 1,092.00	\$ 1,092.00
Denmar Correctional Center	2	\$ 1,092.00	\$ 2,184.00	\$ 2,184.00	\$ 2,184.00	\$ 273.00	\$ 273.00	\$ 273.00	\$ 273.00	\$ 2,184.00	\$ 2,184.00
Huttonsville Correctional Facility	12	\$ 1,092.00	\$ 13,104.00	\$ 13,104.00	\$ 13,104.00	\$ 273.00	\$ 273.00	\$ 273.00	\$ 273.00	\$ 13,104.00	\$ 13,104.00
Lakin Correctional Facility	4	\$ 1,092.00	\$ 4,368.00	\$ 4,368.00	\$ 4,368.00	\$ 273.00	\$ 273.00	\$ 273.00	\$ 273.00	\$ 4,368.00	\$ 4,368.00
Martinsburg Correctional Facility	2	\$ 1,092.00	\$ 2,184.00	\$ 2,184.00	\$ 2,184.00	\$ 273.00	\$ 273.00	\$ 273.00	\$ 273.00	\$ 2,184.00	\$ 2,184.00
Mount Olive Correctional Facility	12	\$ 1,092.00	\$ 13,104.00	\$ 13,104.00	\$ 13,104.00	\$ 273.00	\$ 273.00	\$ 273.00	\$ 273.00	\$ 13,104.00	\$ 13,104.00
Northern Correctional Facility	4	\$ 1,092.00	\$ 4,368.00	\$ 4,368.00	\$ 4,368.00	\$ 273.00	\$ 273.00	\$ 273.00	\$ 273.00	\$ 4,368.00	\$ 4,368.00
Ohio County Correctional Facility	1	\$ 1,092.00	\$ 1,092.00	\$ 1,092.00	\$ 1,092.00	\$ 273.00	\$ 273.00	\$ 273.00	\$ 273.00	\$ 1,092.00	\$ 1,092.00
Pruntytown Correctional Facility	2	\$ 1,092.00	\$ 2,184.00	\$ 2,184.00	\$ 2,184.00	\$ 273.00	\$ 273.00	\$ 273.00	\$ 273.00	\$ 2,184.00	\$ 2,184.00
St Mary's Correctional Facility	6	\$ 1,092.00	\$ 6,552.00	\$ 6,552.00	\$ 6,552.00	\$ 273.00	\$ 273.00	\$ 273.00	\$ 273.00	\$ 6,552.00	\$ 6,552.00
Grand Total										\$ 50,232.00	

The pricing above is for the first year of the contract. For optional year 2, we propose a 3% increase on all the pricing. For optional year 3, we propose a 3% increase from optional year 2 pricing.

Bidder information

LexisNexis Matthew Bender: 9443 Springboro Pike, Miamisburg, Ohio 45342
 Phone: 937-865-6800. Fax: 937-865-1284
 E-mail: timothy.dremsek@lexisnexis.com

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

ADDENDUM AND ADDENDUM ACKNOWLEDGEMENT

The following pages include Addendum No. 1 and the signed Addendum Acknowledgement.



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
COR6319

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUYER 32 304-558-0492

RFQ COPY

TYPE NAME/ADDRESS HERE
LexisNexis Matthew Bender
9443 Springboro Pike
Miamisburg, Ohio 45342

DIVISION OF CORRECTIONS
617 LEON SULLIVAN WAY
CHARLESTON, WV
25301 304-558-8045

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/18/2006	see "Contracts"	US mail 1st class	X	
BID OPENING DATE: 06/28/2006		BID OPENING TIME 01:30PM		

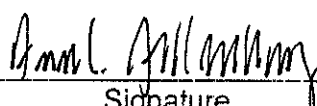
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM #01						
THIS ADDENDUM IS ISSUED TO: 1. ALLOW BIDDERS TO SUBMIT A BID FOR QUARTERLY UPDATES AND/OR ANNUAL; QUARTERLY UPDATE BIDS WILL BE CALCULATED TO DETERMINE AN ANNUAL BID IN ORDER TO ESTABLISH LOW BIDDER.						
2. REFERENCE IS MADE TO THE ORIGINAL REQUEST FOR QUOTATION DATED 6/1/2006; WHEREAS EXHIBIT 1, LIFE OF CONTRACT, PARAGRAPH 2, WHICH STATES "UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT."						
CHANGE MADE TO THIS REQUIREMENT IS AS FOLLOWS: BIDDERS MAY SUBMIT AN OPTIONAL BID FOR RENEWAL SHOULD THE AGENCY ELECT TO EXERCISE ITS RIGHT TO RENEW THE CONTRACT AT THE RENEWAL PERIOD(S).						
3. REVISED BID FORM.						
4. EXTEND THE BID OPENING DATE TO 6/28/2006, 1:30 PM.						
ATTACHMENTS:						
1. ADDENDUM 01						
2. REVISED BID FORM						
3. ADDENDUM ACKNOWLEDGEMENT						
NOTE: REMINDER TO INCLUDE THE COMPLETED AFFIDAVIT WITH THE REVISED SUBMITTED BID. PLEASE USE THE BID FORM - ANY OTHER FORM OF BID MAY RESULT IN AUTOMATIC DISQUALIFICATION. PLEASE ALSO USE THE PINK BIDDER'S MAILING LABEL ENCLOSED.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	937-865-6800	6/26/06
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Vice President	14-0499170	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

WV-36a STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET	Buyer:	Page	Req. or P. O. No.:
Vendor: LexisNexis Matthew Bender	Spending Unit:		
<p style="text-align: right;">Requisition No.: <u>RFP #COR6319</u></p>			
<p style="text-align: center;">ADDENDUM ACKNOWLEDGEMENT</p>			
<p>I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.</p>			
<p>Addendum No.'s:</p>			
<p>No 1 <u> X </u></p>			
<p>No 2 <u> </u></p>			
<p>No 3 <u> </u></p>			
<p>No 4 <u> </u></p>			
<p>No 5 <u> </u></p>			
<p>I understand that failure to confirm the receipt of the addendum(s) is cause for rejection of bids.</p>			
<p style="text-align: right;">  _____ Signature </p>			
<p style="text-align: right;">LexisNexis Matthew Bender</p>			
<p style="text-align: right;">_____</p>			
<p style="text-align: right;">Company</p>			
<p style="text-align: right;">June 26, 2006</p>			
<p style="text-align: right;">_____</p>			
<p style="text-align: right;">Date</p>			
<p style="text-align: right;">LEXISNEXIS LEGAL DEPT. REVIEWED BY: <u>SAH</u> DATE: <u>6-23-06</u></p>			
<p style="text-align: center;">Exhibit 10 Rev. 11/96</p>			

CONTRACTS

The following pages include: (1) the LexisNexis Matthew Bender DVD Prison Solution Order Form & Agreement; (2) the State's General Terms & Conditions: Request for Quotation (RFQ) and Request for Proposal (RFP); and (3) the State's Affidavit.



LexisNexis® Matthew Bender®
DVD Prison Solution Order Form & Agreement

ORDER FORM

Subscriber Name and Address:	<u>West Virginia Division of Corrections</u>		
Principal Contact Name and Number:	_____		
Total Number of DVD Solution Sets:	_____		
Fees & Billing Period:	<p>In exchange for access to and use of the DVD Solution Sets, Subscriber will pay the LN Parties the following amounts during the Billing Period identified below:</p> <p>Year 1: \$_____ per DVD Solution Set Per Quarter for a total Monthly Commitment of \$_____.</p> <p>Year 2: \$_____ per DVD Solution Set Per Quarter for a total Monthly Commitment of \$_____.</p> <p>Year 3: \$_____ per DVD Solution Set Per Quarter for a total Monthly Commitment of \$_____.</p> <p>Subscriber shall pay the fees set forth above beginning the month during which the DVD Solution Sets are delivered to Subscriber and continuing for eleven (11) months (the "Billing Period").</p>		
Delivery Address For Each DVD Solution Set and Contact Name	Maximum Number of Workstations For This Location		
_____	_____		
_____	_____		
_____	_____		
Complete Description of Law Library Information on DVD Solution: _____			
CLOSED OFFER. The offer of LN contained herein is valid until _____ In order to implement the terms and conditions contained herein by the first day of a calendar month, LN must receive this signed Agreement by the 20th day of the preceding month			
Account Representative Name:	_____	Account Representative Number:	_____



**LexisNexis® Matthew Bender®
DVD Prison Solution Agreement**

This LexisNexis Matthew Bender DVD Prison Solution Agreement ("Agreement") is entered into as of the date set forth in the Order Form and is between LexisNexis, a division of Reed Elsevier Inc. ("LN"), and Matthew Bender & Company, Inc. ("MB" and MB together with LN, the "LN Parties"), on the one hand, and _____, a correctional institutional in the State of _____ ("Subscriber"), on the other hand

1. Definitions

1.1 "Authorized Users" means each of the civilian librarians and inmates at Subscriber's facility who are authorized by Subscriber to access and use the DVD Solution.

1.2 "DVD Solution" means the set of one or more DVDs provided by the LN Parties to Subscriber that contains the Law Library Information.

1.3 "Law Library Information" means the legal content that is owned or licensed by the LN Parties that is contained on the DVD Solution as the same is described in detail on the Order Form.

2. Services.

During the Term, the LN Parties will provide Subscriber and its Authorized Users with access to and use of the DVD Solution. The number of copies of the DVD Solution and the delivery locations for such DVD Solutions shall be set forth on Order Form.

3. Term of Agreement; Termination.

3.1 The Term of this Agreement is set forth on the Order Form which is attached hereto and incorporated herein by reference.

3.2 Either the LN Parties, on the one hand, or Subscriber, on the other hand, may terminate this Agreement for a material breach. Prior to exercising such right of termination, the non-breaching party must first provide the breaching party with thirty (30) days prior written notice setting forth with specificity the nature of the breach (the "Breach Notice"). If such breach remains uncured thirty (30) days after the Breach Notice is given, the non-breaching party may terminate immediately upon written notice.

3.3 The LN Parties may terminate this Agreement immediately upon written notice to Subscriber in the event: (i) that the subcontracting agreement between LN and Touch Legal expires or is terminated, (ii) Touch Legal becomes insolvent or makes an assignment for the benefit of creditors, or (iii) Touch Legal is unable or fails to perform the services that are required of Touch Legal in order for the LN Parties to perform their obligations hereunder.

3.4 The LN Parties retain ownership of the DVD Solution. Upon termination of this Agreement, at the direction of the LN Parties, Subscriber will either cease all use of and destroy the DVD Solution, or return the DVD Solution to the LN Parties at LexisNexis, 701 East Water Street, Charlottesville, Virginia 22902.

4. Pricing; Payment Terms.

4.1 In exchange for access to and use of the DVD Solution, Subscriber will pay the LN Parties the charges set forth on the Order Form (the "Fees"). The Fees set forth on the Order Form include all charges for shipping and handling.

4.2 MB will serve as LN's billing agent during the Term. MB will provide Subscriber with one consolidated invoice for the DVD Solution which shall be provided to Subscriber on the terms set forth in the Order Form. Subscriber will pay the Fees to MB and MB will remit to LN that portion of the Fee that is due to LN under this Agreement. Subscriber will have thirty (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, the LN Parties shall have the right to terminate this Agreement and retain all sums paid by Subscriber. Subscriber shall be responsible for the LN Parties' collection costs including, but not limited to, collection agency fees, reasonable attorneys' fees and court costs. The LN Parties retain a purchase money security interest in the DVD Solution.

4.3 In the event this is a multi-year contract and sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, Subscriber will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to Subscriber in the event this provision applies.

4.4 LN will use reasonable efforts to update the DVDs on a periodic basis so they remain reasonably current.

5 License Terms

5.1 Each Authorized User of Subscriber is granted a non-exclusive, non-transferable limited license to access and use the DVD Solution for legal research purposes. The license generally includes the following for each Authorized User:

(a) The right to electronically display Law Library Information retrieved from the DVD Solution to no more than one person at a time;

(b) The right to obtain a printout of Law Library Information via the printing commands of the DVD Solution and to create a single printout of Law Library Information downloaded via downloading commands of the DVD Solution ("Authorized Printouts");

(c) The right to retrieve via downloading commands of the DVD Solution and store in machine-readable form, primarily for one person's exclusive use, a single copy of insubstantial portions of Law Library Information included in any individual file; and

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

5.2 Except as specifically provided in Section 5.1, Authorized Users are prohibited from downloading, storing, reproducing, transmitting, displaying, copying, distributing, or using Law Library Information retrieved from the DVD Solution. You may not print or download Law Library Information without using the printing commands of the DVD Solution.

5.3 Subscriber may not allow anyone other than the Authorized Users to use the DVD Solution. Subscriber may not, nor may Subscriber permit others (including, without limitation, the Authorized Users) to:

(a) Remove or obscure any copyright notice or other notice or terms of use contained in DVD Solution or the Law Library Information.

(b) Use the DVD Solution or Law Library Information 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;

(c) Use the DVD Solution or Law Library Information 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

(d) Copy, reverse engineer, decompile, disassemble, derive source code, modify or prepare derivative works of the DVD Solution.

5.4 Subscriber shall, at all times during the term of this Agreement, post the full text of the General Terms and Conditions for Use of the DVD Solution attached hereto as Schedule A, the terms of which are incorporated herein by reference, on each computer workstation upon which the DVD Solution is operated. In the event of a conflict between the terms set forth in Schedule A and the terms set forth in this Agreement, the terms of Schedule A shall control as between the LN Parties and the Authorized Users and the terms set forth in this Agreement shall control as between the LN Parties and Subscriber.

5.5 Subscriber shall promptly notify the LN Parties of any unauthorized use of the DVD Solution and shall cooperate fully with LN in any resulting legal action.

5.6 The DVD Solution and Law Library Information and any copyrights, trademarks, patents, trade secrets, intellectual property rights and other proprietary rights in and to the DVD Solution and Law Library Information are owned by the LN Parties and/or their contractors and content suppliers. Subscriber obtains no right, title or interest in the DVD Solution other than the limited license set forth herein.

5.7 The technology used in the DVD Solution is a trade secret. Subscriber shall maintain any information learned about that technology as a trade secret and shall not disclose such information or permit such information to be disclosed to any person or entity; however, this sentence shall not restrict Subscriber in training its Authorized Users in the ordinary use of the DVD Solution.

6. Warranty.

6.1 The LN Parties represent and warrant that they have the right and authority to make the DVD Solution available on the terms set forth herein.

6.2 EXCEPT AS EXPRESSLY STATED IN SECTION 6.1, THE LN PARTIES MAKE NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE DVD SOLUTION OR THE ACCURACY OR THE COMPLETENESS OF THE LAW LIBRARY INFORMATION. THE DVD SOLUTION AND LAW LIBRARY INFORMATION ARE FURNISHED ON AN "AS IS", AS-AVAILABLE BASIS. ALL WARRANTIES OF ANY TYPE NOT EXPRESSLY STATED IN THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

7 Remedies.

7.1 In the event there is a breach of warranty under Section 6.1, the LN Parties shall, as their sole obligation and Subscriber's exclusive remedy, defend or, at their option, settle any action or proceeding of any kind or description based upon a third party's claim of patent, trademark, servicemark, copyright or trade secret infringement, related to use of the DVD Solution (excluding any decisions or advice made or given as a result of the use of or reliance upon the Law Library Information) provided by the LN Parties asserted against Subscriber by such third party provided: (i) all use of the DVD Solution was in accordance with this Agreement; (ii) the claim, cause of action, or infringement was not caused by Subscriber or its Authorized Users; (iii) the LN Parties are given prompt notice of any such claim; and (iv) the LN Parties have the right to solely control and direct the investigation, defense and settlement of each such claim. Subscriber, at the expense of the LN Parties, shall reasonably cooperate with the LN Parties in connection with the foregoing. If notified promptly in writing of any claim, demand, or judicial action brought against Subscriber based on an allegation that its use of the DVD Solution constitutes infringement, the LN Parties will jointly and not severally pay the costs, including reasonable attorney fees, associated with resolving such claim and will pay the judgment or settlement amount (if any).

Should the DVD Solution or the operation thereof become, or in the opinion of the LN Parties be likely to become, the subject of a claim of infringement, Subscriber shall permit the LN Parties, at their sole option and expense, either (i) to procure for Subscriber the right to continue using the DVD Solution, (ii) to replace or modify the same so that it becomes non-infringing; or (iii) terminate Subscriber's use of the DVD Solution upon notice to Subscriber and grant Subscriber a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

7.2 The LN Parties shall have no responsibility to Subscriber under this Section 7 with respect to any use of the DVD Solution in a manner not authorized by this Agreement; or for any abuse or modification of the DVD Solution by Subscriber or its Authorized Users.

8. Limitation of Liability.

ANY LIABILITY OR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, SHALL IN ALL CASES, WHETHER IN ONE CLAIM OR IN MULTIPLE CLAIMS, BE LIMITED TO THE TOTAL PAYMENTS MADE BY SUBSCRIBER TO THE LN PARTIES FOR THE DVD SOLUTION PROVIDED BY THE LN PARTIES HEREUNDER DURING THE PREVIOUS TWELVE (12) MONTHS. IN NO EVENT WILL THE LN PARTIES HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN STATUTE, TORT, STRICT LIABILITY, CONTRACT, BREACH OF WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT OR NEGLIGENCE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, EVEN IF THE LN PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LN PARTIES 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.

WE DISCLAIM ALL WARRANTIES WITH RESPECT TO THE LEGAL RESEARCH SERVICES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING. WE DO NOT WARRANT THE ACCURACY, RELIABILITY OR CURRENTNESS OF THE MATERIALS CONTAINED IN THE LEGAL RESEARCH SERVICES. WE WARRANT THE LEGAL RESEARCH SERVICE WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF 30 DAYS. YOUR EXCLUSIVE REMEDY AND OUR SOLE OBLIGATION WITH RESPECT TO A DEFECTIVE LEGAL RESEARCH SERVICE WILL BE THE RIGHT TO RETURN THE DEFECTIVE LEGAL RESEARCH SERVICE FOR A REPLACEMENT COPY AT NO ADDITIONAL CHARGE.

9. Customer Support

At no additional charge, the LN Parties will provide Subscriber with telephonic customer support regarding the DVD Solution at 1-866-293-4261. The LN Parties will also replace defective DVD Solutions at no cost to Subscriber.

10. Miscellaneous

10.1 In the event of a conflict between the terms and conditions embedded on the DVD Solution and the terms and conditions in this Agreement, the terms and conditions embedded on the DVD Solution shall control.

10.2 If the LN Parties accept an order for a DVD Solution on a purchase order issued by Subscriber ("PO"), the terms and conditions of the PO are for Subscriber's internal purposes only and shall in no way modify or affect the terms of this Agreement.

10.3 This Agreement, including the Order Form and Schedule A, contains the entire agreement between the parties with respect to the subject matter hereof, and may be amended only by a writing signed by both parties. Notwithstanding the foregoing, the LN Parties may change the license terms set forth in Section 5 or Schedule A immediately upon written notice to Subscriber. Subscriber's continued use of the DVD Solution following notice of the change shall constitute its acceptance of the change.

10.4 The failure of a party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

10.5 If any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction under any applicable statute or rule of law, such provision shall be ineffective to the extent of such invalidity or unenforceability without affecting the validity or unenforceability of the remainder of this Agreement. In addition, the parties will endeavor, in good faith, to replace any such provision with a valid or enforceable one that most closely embodies the original intentions of the parties.

10.6 The section headings in this Agreement are for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

10.7 All notices and other communications under the Agreement shall be in writing. Notices shall be deemed given on the date deposited in the U.S. mail, if mailed; or on the date received, if delivered in any other manner. Notices to the LN Parties shall be sent to your account representative with a copy to: LexisNexis, 9443 Springboro Pike, Miamisburg, OH 45342, Attn: Office of the General Counsel.

10.8 Subscriber is prohibited from assigning its rights or delegating its duties without the LN Parties' prior written consent.

10.9 The Agreement shall be governed by and construed in accordance with the laws of the State in which Subscriber is located, as such State's laws apply to contracts made and solely performed therein.

10.10 The following sections of this Agreement shall survive termination or expiration of the Agreement for any reason: Sections 7 and 8.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

AGREED TO AND ACCEPTED BY:

**LexisNexis, a division of Reed Elsevier Inc.
("LN")**

SUBSCRIBER

BY: _____

NAME: _____

TITLE: _____

DATE: _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Matthew Bender & Company Inc. ("MB")

BY: _____

NAME: _____

TITLE: _____

DATE: _____

SCHEDULE A

GENERAL TERMS AND CONDITIONS FOR USE OF THE LEXISNEXIS® DVD SOLUTION

Effective May 1, 2005

The following terms and conditions govern your use of this law library research system on DVD-Rom (the "DVD Solution") and the materials available therein ("Law Library Information"):

1. LICENSE; RESTRICTIONS ON USE

1.1 You are granted a non-exclusive, non-transferable limited license to access and use the DVD Solution for legal research purposes. The license includes the following:

(a) The right to electronically display, on the DVD Solution, Law Library Information retrieved from the DVD Solution to no more than one person at a time;

(b) The right to obtain printouts of Law Library Information via the printing commands of the DVD Solution and to create a single printout of Law Library Information downloaded via downloading commands of the DVD Solution ("Authorized Printouts");

(c) The right to retrieve via downloading commands of the DVD Solution and store in machine-readable form, primarily for one person's exclusive use, a single copy of insubstantial portions of Law Library Information included in any individual file; and

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

1.2 Except as specifically provided in Section 1.1, you are prohibited from downloading, storing, reproducing, transmitting, displaying, copying, distributing, or using Law Library Information retrieved from the DVD Solution. You may not print or download Law Library Information without using the printing commands of the DVD Solution.

1.3 You are not permitted to:

(a) Remove or obscure any copyright notice or other notice or terms of use contained in the DVD Solution or Law Library Information.

(b) Use the DVD Solution or Law Library Information in any fashion that may infringe any copyright, intellectual property right, or proprietary or property right or interest of LexisNexis, a division of Reed Elsevier Inc., a Massachusetts corporation, ("LexisNexis") or its contractors or content suppliers;

(c) Use the DVD Solution or Law Library Information 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

(d) Copy, reverse engineer, decompile, disassemble, derive source code, modify or prepare derivative works of the DVD Solution or Law Library Information.

2. PROPRIETARY RIGHTS

2.1 The DVD Solution and Law Library Information and any copyrights, trademarks, patents, trade secrets, intellectual property rights and other proprietary rights in and to the DVD Solution and Law Library Information are owned by LexisNexis and its contractors and content suppliers. You acquire no proprietary interest in the DVD Solution, Law Library Information, or copies thereof.

3. DISCLAIMER OF WARRANTIES

3.1 THE DVD SOLUTION AND LAW LIBRARY INFORMATION ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND LEXISNEXIS AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. LIMITATION OF LIABILITY

4.1 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 DVD Solution or any Law Library Information available or not included therein, (b) the unavailability or interruption of the DVD Solution or any features thereof or any Law Library Information, (c) your use of the DVD Solution or Law Library Information (regardless of whether you received any assistance from a Covered Party in using the DVD Solution), (d) your use of any equipment in connection with the DVD Solution, (e) the content of the Law Library Information, or (f) any delay or failure in performance beyond the reasonable control of a Covered Party.

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

4.3 THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY OTHER CLAIM ARISING OUT OF OR RELATING TO THE DVD SOLUTION OR LAW LIBRARY INFORMATION SHALL NOT EXCEED THE AMOUNT OF YOUR ACTUAL DIRECT DAMAGES. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

4.4 THE COVERED PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE DVD SOLUTION, LAW LIBRARY INFORMATION, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY.

5. MISCELLANEOUS

5.1 These General Terms and Conditions may be changed from time to time, by LexisNexis immediately upon notice.

5.2 LexisNexis may suspend or discontinue providing the DVD Solution to you without notice and pursue any other remedy legally available to it if you fail to comply with any of your obligations hereunder.

5.3 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 DVD Solution.

5.4 The failure of LexisNexis or any third party supplier of Law Library Information 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.

5.5 These General Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Ohio.

5.6 Each third party supplier of Law Library Information has the right to assert and enforce these provisions directly on its own behalf as a third party beneficiary.

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required registration fee. (Effective June 8, 2006, the fee will change from \$45.00 to \$125.00 pursuant to House Bill 4031.)
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

ORIGINAL SIGNED BID TO:

Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

NOTICE: Beginning June 8, 2006, there is no need to submit a duplicate bid to the State Auditor's Office pursuant to House Bill 4031.

Rev. 05/05/2006

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: LexisNexis Matthew Bender

Authorized Signature: Ann C. Fullmeyer Date: 6/26/06

No Debt Affidavit
Revised 02/08/06

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

LEXISNEXIS LEGAL DEPT.
REVIEWED BY: SAH
DATE: 6-23-06