

## PUBLISHING AND EDITING OF STATUTORY MATERIALS SERVICES AGREEMENT

This Services Agreement (the “Agreement”) is between Matthew Bender & Co., Inc., a member of LexisNexis Group (“LexisNexis”), located at 701 E. Water St., Charlottesville, VA, 22902, the Arkansas Code Revision Commission (the “Commission”), and the Bureau of Legislative Research (“BLR”), located in the State Capitol Building, Room 315, 500 Woodlane Street, Little Rock, Arkansas 72201. LexisNexis is a commercial, full-text legal information service. The Commission and the BLR desire to secure LexisNexis’ services for the publication, editorial revision, and upkeep of the laws of the State of Arkansas of a general and permanent nature, along with annotations, editor’s notes, histories, indices, and the supplements and upkeep services to the Arkansas Code of 1987 Annotated, Official Edition (the “A.C.A.”), in both printed and electronic form, as set forth in RFP No. BLR-180001 and LexisNexis’ response to the RFP (the “Services”).

LexisNexis, the Commission, and the BLR hereby agree as follows:

1. **Services to be performed.** LexisNexis hereby agrees to perform the Services as set forth in RFP No. BLR-180001 (the “RFP”) and LexisNexis’ Proposal in response to the RFP, as amended herein and, including LexisNexis’ Official Proposal Price Sheet and its attachments (the “Proposal”). Any and all assumptions stated by LexisNexis in the Proposal shall not be considered part of this Agreement, unless specifically stated herein. The RFP and the Proposal are attached hereto and incorporated into this agreement by reference as Attachment A.
2. **Term and Termination.** The term of this Agreement will commence on January 1, 2019, for an initial term of seven (7) years to terminate on December 31, 2025, with an option for two (2) automatic renewal terms of up to seven (7) years per renewal term, for a maximum possible contract term of twenty-one (21) years.

The Commission, by its own decision, or the Commission and BLR deciding together, may terminate the Agreement at any time for any reason. In the event of termination, LexisNexis agrees to apply its best efforts to bring work in progress to an orderly conclusion, in a manner and form consistent with the Agreement and satisfactory to the Commission.

3. **Pricing for Subscribers and Purchasers.** The initial pricing for subscribers and purchasers, including the BLR, related to this Agreement are outlined in the Official Proposal Price Sheet that is part of the Proposal and incorporated in this Agreement by reference. Any increases in the pricing under this Agreement shall be determined by the Commission upon recommendation of LexisNexis. The Commission is not bound by the recommendation of LexisNexis.
4. **Pricing for Government Subscribers and Purchasers.**
  - A. **BLR.** In addition to adhering to the pricing set forth in the Official Proposal Price Sheet at Attachment A hereto, LexisNexis agrees to provide at no cost to the BLR up to fifty (50) sets of the A.C.A., which may include electronic format versions as determined by the BLR. The sets shall include supplements,

replacement volumes, indexes, court rules, and Advanced Code Service volumes, as they are published, or as the electronic format versions are updated, in order to keep each of the sets provided up to date.

- B. Other Arkansas Public Entities. Sales to and subscriptions for government departments, agencies, boards, and commissions pursuant to this paragraph shall be made without interest or finance charges and in accordance with the pricing set out in the Official Proposal Price Sheet set forth in Attachment A hereto.

5. **Proposed Contract Changes Accepted.**

A. In its proposal in response to RFP No. BLR-180001, LexisNexis proposed the following changes, which have been accepted and agreed to by the Commission and the BLR, and are affirmed herein, as follows:

- i. Binding Method. The binding method for bound volumes will be burst bound;
- ii. Electronic Formats. Production of the Arkansas Primary Law DVD will be discontinued. LexisNexis will provide the BLR with the A.C.A. in electronic format through an XML custom output, as approved by the Commission and the BLR. LexisNexis will also provide the BLR with an electronic version of the A.C.A. that can be installed on the computers of the members of the General Assembly.
- iii. Statement of Liability. The liability of LexisNexis under Section 1.21 of the RFP, which is incorporated by reference into this Agreement, shall be limited in that LexisNexis shall not be made a party to any proceedings or actions related to copyright infringement by a third party. LexisNexis' liability would be limited to any copyright infringement for which LexisNexis is directly responsible.
- iv. Right of Sale. The right of the Commission to license any one or more third parties to market the A.C.A. in unannotated form in any medium shall be limited to non-commercial uses, and LexisNexis shall be entitled to reasonable compensation if it is asked by the Commission to prepare and distribute such output. For purposes of this paragraph, "non-commercial uses" includes without limitation use for the purpose of conducting legal research, including for use in the practice of law, by practicing attorneys, judges, law students, and other members of the public and for educational and academic purposes. Persons or organizations seeking to reproduce more than a small number of code sections may contact the LexisNexis permissions department at [permissions@lexisnexis.com](mailto:permissions@lexisnexis.com).
- v. Add a Special Supplement. LexisNexis proposed adding a special supplement to be published in even-numbered years, as needed, to include any legislation adopted during the fiscal session, court rule changes, etc. Prior to moving forward with work on a special supplement, LexisNexis shall provide written notice to the Commission. The written notice shall be given to the Commission within ten (10) business days of adjournment of a fiscal session of the Arkansas General Assembly, and unless objection is made by the Commission to the decision by LexisNexis to publish a special supplement, within thirty (30) business days of receipt of the notice, LexisNexis may proceed.

B. BLR proposed the following change, which has been accepted and agreed to by the Commission and LexisNexis and is affirmed herein, as follows:

- i. Conformed Acts; Proof Review. The schedule established by LexisNexis for the proof review of the conformed acts by the BLR is staggered over several weeks and must allow five (5)

business days, beginning on the first business day after BLR receives the proof, for BLR's review of each volume.

6. **Proposed Contract Changes Rejected.** In its proposal in response to RFP No. BLR-180001, LexisNexis proposed the following changes, which have been rejected by the Commission and the BLR, as follows:
  - i. **Commentaries Volume.** LexisNexis proposed discontinuing publication of the commentaries volume of the A.C.A. and to place the commentaries within the A.C.A. following their relevant code sections. Although this proposed change was rejected by the Commission, this change may be adopted by a vote of the Commission and a written amendment to this Agreement subsequent to the execution of the Agreement.
  - ii. **References.** LexisNexis proposed to do away with certain references (e.g. AmJur, ALR) that appear as notes to code sections throughout the A.C.A.
  - iii. **Cited Notes.** LexisNexis proposed to discontinue the "cited notes", which are the case citations at the end of each code section throughout the A.C.A.
  
7. **Transition Provisions.** LexisNexis agrees to an orderly replacement of the current A.C.A. on a volume-by-volume basis and to continue to supplement existing volumes until the particular volume is replaced with the prior approval of the Commission. LexisNexis agrees upon termination or expiration of this Agreement to cooperate fully with the Commission and the subsequent contractor to ensure an orderly transition between contractors and to eliminate inconvenience to the Commission and the public. To this end, LexisNexis agrees to do anything reasonably necessary to ensure an orderly transition, including without limitation participating in good faith negotiations for the sale of existing inventory to the new contractor, granting permission to use any existing A.C.A. database used or prepared by LexisNexis to the new contractor, and permitting the use of any list of subscribers for the commercial purposes of the new contractor.
  
8. **Lists of Purchasers and Subscribers.** LexisNexis agrees to furnish the Commission and keep current a list of current subscribers to the A.C.A. in both printed and electronic form. LexisNexis agrees that the Commission may furnish the list to any successor contractor to facilitate a transition between contractors and waives any rights in the list to the contrary. The Commission agrees not to use the list for purposes of marketing any competing product produced by the State of Arkansas or any licensee thereof during the term of the Agreement.
  
9. **Customer Service.**
  - A. **Inventory.** LexisNexis shall maintain an inventory of sets of the printed A.C.A. sufficient to meet demand and shall reprint the current edition of the A.C.A. for such purpose if necessary, to the end that at all times a person will be able to purchase a complete set of the A.C.A. with current supplements or an electronic version of the A.C.A. from LexisNexis.
  - B. **Toll-Free Customer Service Lines.** LexisNexis shall make available to citizens of Arkansas a toll-free customer service telephone line.
  
10. **Governing Law.** This Agreement shall be governed by the laws of the State of Arkansas, without regard to Arkansas's conflict of law principles. LexisNexis agrees that any claims against the Commission or the BLR, whether arising in tort or in contract, shall be brought before the Arkansas Claims Commission, as provided by

Arkansas law, and shall be governed accordingly. Nothing in this Agreement shall be construed as a waiver of sovereign immunity of the BLR, the Commission, or the Arkansas General Assembly.

11. **Assignment.** This Agreement may not be assigned without the prior written consent of both parties, which either party may withhold for any reason. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
12. **Subcontractors.** If at any point during the contract term LexisNexis finds it necessary to use a subcontractor, LexisNexis shall seek prior approval of the Commission before contracting any part of the work to be performed under this Agreement. The Commission shall have the right to require replacement of any subcontractor found to be unacceptable by the Commission.
13. **Amendment.** This Agreement may be amended upon agreement of all parties to the Agreement and the approval of the Legislative Council. Any amendment to this Agreement must be in writing and signed by all parties.
14. **Restriction of Boycott of Israel.** LexisNexis hereby certifies and agrees that it is not currently engaged in, and agrees for the duration of the Agreement not to engage in, a boycott of Israel.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, LexisNexis, the Commission, and BLR have executed this Agreement this \_\_\_\_ day of September, 2018.

**Matthew Bender & Co., Inc. (“LexisNexis”)**

\_\_\_\_\_

**Anders Ganten, Sr. Director**

\_\_\_\_\_  
**Date**

**BUREAU OF LEGISLATIVE**

**RESEARCH:**

\_\_\_\_\_

**Marty Garrity, Director**

\_\_\_\_\_  
**Date**

**ARKANSAS CODE REVISION**

**COMMISSION:**

\_\_\_\_\_

**Rep. Matthew Shepherd, Chair**

\_\_\_\_\_  
**Date**

ATTACHMENT A

RFP No. BLR-180001

and

Matthew Bender & Co., Inc.'s (LexisNexis) Proposal in Response, including the  
Official Proposal Price Sheet



State of Arkansas  
Bureau of  
Legislative Research

Marty Garrity, Director  
Kevin Anderson, Assistant Director  
for Fiscal Services  
Matthew Miller, Assistant Director  
for Legal Services  
Richard Wilson, Assistant Director  
for Research Services

**REQUEST FOR PROPOSAL**

RFP Number: BLR-180001	
Commodity: <b>Publishing and Editing of Statutory Materials Services</b>	Proposal Opening Date: <b>March 15, 2018</b>
Date: <b>February 15, 2018</b>	Proposal Opening Time: <b>4:00 P.M. CST</b>

PROPOSALS SHALL BE SUBMITTED IN HARD COPY AND ELECTRONIC FORMAT AND WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF PROPOSAL OPENING, AND VENDOR'S RETURN ADDRESS. THE ELECTRONIC SUBMISSIONS SHOULD BE CLEARLY MARKED AS A PROPOSAL IN RESPONSE TO RFP NO. BLR-170004. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE BUREAU OF LEGISLATIVE RESEARCH.

**Vendors are responsible for delivery of their proposal documents to the Bureau of Legislative Research prior to the scheduled time for opening of the particular proposal. When appropriate, Vendors should consult with delivery providers to determine whether the proposal documents will be delivered to the Bureau of Legislative Research office street address prior to the scheduled time for proposal opening. Delivery providers, USPS, UPS, FedEx, and DHL, deliver mail to our street address, 500 Woodlane Street, State Capitol Building, Room 315, Little Rock, Arkansas 72201, on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.**

MAILING ADDRESS: 500 Woodlane Street State Capitol Building, Room 315 Little Rock, Arkansas 72201	PROPOSAL OPENING LOCATION: Bureau of Legislative Research Director's Office State Capitol Building, Room 315
E-MAIL: thayerj@blr.arkansas.gov	
TELEPHONE: (501) 682-1937	

Company Name: \_\_\_\_\_

Name (type or print): \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Identification:

Federal Employer ID Number

Social Security Number

**FAILURE TO PROVIDE TAXPAYER IDENTIFICATION NUMBER MAY  
RESULT IN PROPOSAL REJECTION**

Business Designation (check one):	Individual [ ]	Sole Proprietorship [ ]	Public Service Corp [ ]
	Partnership [ ]	Corporation [ ]	Government/ Nonprofit [ ]

GENERAL DESCRIPTION:	Publishing and Editing of Statutory Materials Services
TYPE OF CONTRACT:	Term

**MINORITY BUSINESS POLICY**

Participation by minority businesses is encouraged in procurements by state agencies, and although it is not required, the Bureau of Legislative Research ("BLR") supports that policy. "Minority" is defined at Arkansas Code Annotated § 15-4-303 as "a lawful permanent resident of this state who is: (A) African American; (B) Hispanic American; (C) American Indian; (D) Asian American; (E) Pacific Islander American; or (F) A service-disabled veteran as designated by the United States Department of Veteran Affairs". "Minority business enterprise" is defined at Arkansas Code Annotated § 15-4-303 as "a business that is at least fifty-one percent (51%) owned by one (1) or more minority persons". The Arkansas Economic Development Commission conducts a certification process for minority businesses. Vendors unable to include minority-owned businesses as subcontractors may explain the circumstances preventing minority inclusion.

**EQUAL EMPLOYMENT OPPORTUNITY POLICY**

The Vendor shall submit a copy of the Vendor's Equal Opportunity Policy. EO Policies shall be submitted in hard copy and electronic format to the Director of the Bureau of Legislative Research accompanying the solicitation response. The Bureau of Legislative Research will maintain a file of all Vendor EO policies submitted in response to solicitations issued by the Bureau of Legislative Research. The submission is a one-time requirement, but Vendors are responsible for providing updates or changes to their respective policies.

**EMPLOYMENT OF ILLEGAL IMMIGRANTS**

The Vendor shall certify prior to award of the contract that it does not employ or contract with any illegal immigrants in its contract with the Bureau of Legislative Research. Vendors shall certify on the Proposal Signature Page and online at <https://www.ark.org/dfa/immigrant/index.php/disclosure/submit/new> . Any subcontractors used by the Vendor at the time of the Vendor's certification shall also certify that they do not employ or contract with any illegal immigrant. Certification by the subcontractors shall be submitted within thirty (30) days after contract execution.

**RESTRICTION OF BOYCOTT OF ISRAEL**

Pursuant to Arkansas Code § 25-1-503, a public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.

By checking the designated box on the Proposal Signature Page, the Vendor agrees and certifies that they do not, and will not for the duration of the contract boycott Israel.

## **DISCLOSURE FORMS**

Completion of the EO-98-04 Governor's Executive Order contract disclosure forms located at <http://www.dfa.arkansas.gov/offices/procurement/Documents/contgrantform.pdf> is required as a condition of obtaining a contract with the Bureau of Legislative Research and shall be submitted with the Vendor's response.

## **SECTION I. GENERAL INFORMATION**

### **1.0 INTRODUCTION**

The purpose of this Request For Proposal ("RFP") issued by the Bureau of Legislative Research ("BLR") is to invite responses ("Proposals") from Vendors desiring to provide publishing and editing of statutory materials services for the Arkansas Code Revision Commission (the "Commission") and the Bureau of Legislative Research ("BLR").

The Commission and the BLR intend to execute one contract as a result of this procurement ("the Contract"), if any contract is issued at all, encompassing all of the products and services contemplated in this RFP, and Proposals shall be evaluated accordingly. All Vendors must fully acquaint themselves with the needs and requirements of the Commission and the BLR and obtain all necessary information to develop an appropriate solution and to submit responsive and effective Proposals.

### **1.1 ISSUING AGENCY**

This RFP is issued by the BLR for the Commission. The BLR is the sole point of contact in the state for the selection process. Vendor questions regarding RFP-related matters should be made in writing (via e-mail) through the Director of the BLR's Legal Counsel, Jillian Thayer, [thayerj@blr.arkansas.gov](mailto:thayerj@blr.arkansas.gov). Questions regarding technical information or clarification should be addressed in the same manner.

### **1.2 SCHEDULE OF EVENTS**

- Release RFP February 15, 2018
- Deadline for submission of questions March 8, 2018
- Closing for receipt of proposals and opening of proposals March 15, 2018 at 4:00 p.m. CST
- Evaluation of proposals by BLR March 15, 2018 to March 28, 2018
- Proposals released to Commission March 29, 2018
- Selection of Vendors to make Oral Presentations To Be Announced by Commission
- Oral Presentations/Intent to Award To Be Announced by Commission
- Approval of draft contract by the Executive Subcommittee of the Legislative Council April 19, 2018
- Approval of final contract by the Legislative Council April 20, 2018
- Contract Execution/Contract Start Date Upon approval of the Legislative Council

Proposals are due no later than the date and time listed on Page 1 of the RFP.

### 1.3 **CAUTION TO VENDORS**

- Vendors shall not contact members of the Commission or the BLR regarding this RFP or the Vendor Selection process from the time the RFP is posted until the Intent to Award is issued, other than through submission of questions in the manner provided for under Section 1.7 of this RFP. The BLR will initiate all other necessary contact with Vendors. ***Any violation of this requirement can be considered a basis for disqualification of the Vendor by the Commission.***
- **Vendors shall respond to each numbered paragraph of the RFP, including by written acknowledgment of the requirements and terms contained in paragraphs that require no other response.** (e.g. "Section 1.3. Vendor acknowledges and agrees with the requirements set forth in this section.") Failure to provide a response will be interpreted as an affirmative response or agreement to the conditions. Reference to handbooks or other technical materials as part of a response must not constitute the entire response, and Vendor must identify the specific page and paragraph being referenced.
- On or before the date and time specified on page one of this RFP, Vendors shall submit:
  - a. One (1) signed original hard copy of the original proposal and the Official Proposal Price Sheet ("OPPS");
  - b. Twenty-five (25) additional copies of the redacted proposal and the OPPS (If no redacted version is submitted, then 25 copies of the original proposal.); and
  - c. If the Vendor's proposal contains information that is proprietary and confidential, two (2) electronic versions of the proposal (one (1) redacted electronic version and one (1) unredacted electronic version) on CD, flash drive, or via e-mail. However, if there is no information to redact, one (1) electronic version of the proposal is sufficient.
- If emailing electronic versions, send to Jillian Thayer at [thayerj@blr.arkansas.gov](mailto:thayerj@blr.arkansas.gov) .
- **Pricing from the Official Proposal Price Sheet, attached as Attachment A, must be separately sealed and submitted from the proposal response and clearly marked as pricing information. The electronic version of the Official Proposal Price Sheet must also be sealed and submitted separately from the electronic version of the proposal and, if submitted via e-mail, the e-mail must clearly state that the attachment contains pricing information.** Failure to submit the required number of copies with the proposal may be cause for rejection.
- For a proposal to be considered, an official authorized to bind the Vendor to a resultant contract must have signed the proposal **and** the Official Proposal Price Sheet.
- All official documents shall be included as part of the resultant Contract.
- The Commission reserves the right to award a contract or reject a proposal for any or all line items of a proposal received as a result of this RFP, if it is in the best interest of the Commission to do so. Proposals will be rejected for one or more reasons not limited to the following:
  - a. Failure of the Vendor to submit his or her proposal(s) on or before the deadline established by the issuing office;
  - b. Failure of the Vendor to respond to a requirement for oral/written clarification, presentation, or demonstration;
  - c. Failure to supply Vendor references;
  - d. Failure to sign the original proposal and the Official Proposal Price Sheet;

- e. Failure to complete and sign the Official Proposal Price Sheet(s) and include them sealed separately from the rest of the proposal;
- f. Any wording by the Vendor in its response to this RFP, or in subsequent correspondence, that conflicts with or takes exception to a requirement in the RFP; or
- g. Failure of any proposed services to meet or exceed the specifications.

#### **1.4 RFP FORMAT**

Any statement in this document that contains the word “must” or “shall” means that compliance with the intent of the statement is mandatory, and failure by the Vendor to satisfy that intent will cause the proposal to be rejected.

#### **1.5 ALTERATION OF ORIGINAL RFP DOCUMENTS**

The original written or electronic language of the RFP shall not be changed or altered except by approved written addendum issued by the BLR. This does not eliminate a Vendor from taking exception(s) to these documents, but it does clarify that the Vendor cannot change the original document’s written or electronic language. If the Vendor wishes to make exception(s) to any of the original language, it must be submitted by the Vendor in separate written or electronic language in a manner that clearly explains the exception(s). If Vendor’s submittal is discovered to contain alterations/changes to the original written or electronic documents, the Vendor’s response may be declared non-responsive, and the response shall not be considered.

#### **1.6 REQUIREMENT OF AMENDMENT**

THIS RFP MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE BUREAU OF LEGISLATIVE RESEARCH. Vendors are cautioned to ensure that they have received or obtained and responded to any and all amendments to the RFP prior to submission.

#### **1.7 RFP QUESTIONS**

Any questions regarding the contents and requirements of the RFP and the format of responses to the RFP shall be directed to Jillian Thayer *via email only* at [thayerj@blr.arkansas.gov](mailto:thayerj@blr.arkansas.gov). Questions must be submitted by the deadline set forth in Section 1.2, Schedule of Events. Questions submitted by Vendors and answers to questions, as provided by the Bureau of Legislative Research, will be made public.

#### **1.8 SEALED PRICES/COST**

The Official Proposal Price Sheet submitted in response to this RFP must be submitted separately sealed from the proposal response or submitted in a separate e-mail. An official authorized to bind the Vendor to any resulting Contract must sign the Official Proposal Price Sheet.

Vendors must include all pricing information on the Official Proposal Price Sheet and any attachments thereto and must clearly mark said page(s) and e-mail as pricing information. The electronic version of the Official Proposal Price Sheet must also be sealed separately from the electronic version of the proposal and submitted on CD, flash drive, or in a separate e-mail. Official Proposal Price Sheets may be reproduced as needed. Vendors may expand items to identify all proposed services and costs. A separate listing, which must include pricing, may be submitted with summary pricing.

All charges included on the Official Proposal Price Sheet, must be valid for one hundred eighty (180) days following proposal opening, and shall be included in the cost evaluation. The pricing must include all associated costs for the service being bid.

The BLR will not be obligated to pay any costs not identified on the Official Proposal Price Sheet. Any cost not identified by the Vendor but subsequently incurred in order to achieve successful operation will be borne by the Vendor.

#### **1.9 PROPRIETARY INFORMATION**

Proposals and documents pertaining to the RFP become the property of the BLR, and after release to the Commission, shall be open to public inspection pursuant to the Arkansas Freedom of Information Act, §

25-19-101, *et seq.* It is the responsibility of the Vendor to identify all proprietary information by providing a redacted copy of the proposal, as discussed below, and to seal such information in a separate envelope or e-mail marked as confidential and proprietary.

If the proposal contains information that the Vendor considers confidential and proprietary, the Vendor shall submit one (1) complete electronic copy of the proposal from which any proprietary information has been removed, *i.e.*, a redacted copy. The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and be submitted on a CD, a flash drive, or in a separate e-mail. Except for the redacted information, the electronic copy must be identical to the original hard copy. The Vendor is responsible for ensuring the redacted copy on CD, flash drive, or submitted via e-mail is protected against restoration of redacted data. ***Submission of a redacted copy is at the discretion of the Vendor, but if no information is redacted, the entire proposal will be considered available as public information once published to the Commission members.***

#### **1.10 DELIVERY OF RESPONSE DOCUMENTS**

It is the responsibility of Vendors to submit proposals at the place and on or before the date and time set in the RFP solicitation documents. Proposal documents received at the BLR office after the date and time designated for proposal opening are considered late proposals and shall not be considered. Proposal documents that are to be returned may be opened to verify which RFP the submission is for.

#### **1.11 BID EVALUATION**

The Commission will evaluate all proposals to ensure all requirements are met. The Contract will be awarded on the basis of the proposal that most thoroughly satisfies the relevant criteria as determined by the Commission.

#### **1.12 ORAL AND/OR WRITTEN PRESENTATIONS/DEMONSTRATIONS**

The Commission will select a small group of Vendors from among the proposals submitted to attend a meeting of the Commission to answer questions and to make oral and written presentations to the Commission. All presentations are subject to be recorded.

The Successful Vendor selected by the Commission shall attend the April 19, 2018 meeting of the Executive Subcommittee of the Legislative Council and the April 20, 2018 meeting of the Legislative Council, in order to answer any questions that may arise regarding the Contract.

#### **1.13 INTENT TO AWARD**

After complete evaluation of the proposal, the intent to award will be announced at the April 2018, meeting of the Commission. The date of this meeting will be announced by the Commission at least one week prior. The purpose of the announcement is to establish a specific time in which vendors and agencies are aware of the intent to award. The Commission reserves the right to waive this policy, the Intent to Award, when it is in the best interest of the state.

#### **1.14 APPEALS**

A Vendor who is aggrieved in connection with the award of a contract may protest to the Executive Subcommittee of the Legislative Council. The protest shall be submitted in writing within five (5) calendar days after the intent to award is announced. After reasonable notice to the protestor involved and reasonable opportunity for the protestor to respond to the protest issues cited by the Executive Subcommittee, the Arkansas Legislative Council, or the Joint Budget Committee if the Arkansas General Assembly is in session, shall promptly issue a decision in writing that states the reasons for the action taken. The Arkansas Legislative Council's or the Joint Budget Committee's decision is final and conclusive. In the event of a timely protest, the Bureau of Legislative Research shall not proceed further with the solicitation or with the award of the contract unless the co-chairs of the Arkansas Legislative Council or the Joint Budget Committee make a written determination that the award of the contract without delay is necessary to protect substantial interests of the state.

### **1.15 PAST PERFORMANCE**

A Vendor's past performance may be used in the evaluation of any offer made in response to this solicitation. The past performance should not be greater than three (3) years old and must be supported by written documentation submitted to the Bureau of Legislative Research with the Vendor's RFP response. Documentation shall be in the form of a report, memo, file, or any other appropriate authenticated notation of performance to the vendor files.

### **1.16 TYPE OF CONTRACT**

This will be a term contract consisting of an initial contract term of seven (7) years, with an option for two (2) automatic renewals of up to seven (7) years per renewal term, for a maximum possible contract term of twenty-one (21) years. The Commission and the BLR will have the option to renegotiate at the time of renewal.

### **1.17 PAYMENT AND INVOICE PROVISIONS**

All invoices shall be delivered to the BLR and must show an itemized list of charges. The Invoice, Invoice Remit, and Summary must be delivered via email to Jillian Thayer, Legal Counsel to the Director, at [thayerj@blr.arkansas.gov](mailto:thayerj@blr.arkansas.gov).

The BLR shall have no responsibility whatsoever for the payment of any federal, state, or local taxes that become payable by the Successful Vendor or its subcontractors, agents, officers, or employees. The Successful Vendor shall pay and discharge all such taxes when due.

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the BLR. The BLR may not be invoiced in advance of delivery and acceptance of any services. Payment will be made only after the Successful Vendor has successfully satisfied the BLR as to the reliability and effectiveness of the services as a whole. Purchase Order Number and/or Contract Number should be referenced on each invoice.

The Successful Vendor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the BLR. Access will be granted to state or federal government entities or any of their duly authorized representatives upon request.

Financial and accounting records shall be made available, upon request, to the BLR's designee(s) at any time during the contract period and any extension thereof and for five (5) years from expiration date and final payment on the Contract or extension thereof.

### **1.18 PRIME CONTRACTOR RESPONSIBILITY**

The Successful Vendor will be required to assume prime contractor responsibility for the Contract and will be the sole point of contact.

If any part of the work is to be subcontracted, the Vendor must disclose in its proposal the following information: a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's business organization.

### **1.19 DELEGATION AND/OR ASSIGNMENT**

The Vendor shall not assign the Contract in whole or in part or any payment arising therefrom without the prior written consent of the Commission. The Vendor shall not delegate any duties under the Contract to a subcontractor unless the Commission, has given written consent to the delegation.

### **1.20 CONDITIONS OF CONTRACT**

The Successful Vendor shall at all times observe and comply with federal and state laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of the Contract which in any manner affect the completion of the work. The Successful Vendor shall indemnify and save harmless the BLR, the Commission, the Arkansas Legislative Council, the Arkansas General Assembly, and the State of Arkansas and all of their officers, representatives, agents, and employees

against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order, or decree by an employee, representative, or subcontractor of the Successful Vendor.

#### **1.21 STATEMENT OF LIABILITY**

The BLR and the Commission will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of contractor-owned technical literature to be delivered or to be used in the installation of deliverables. The Vendor is required to retain total liability for technical literature until the deliverables have been accepted by the authorized BLR official. At no time will the BLR or the Commission be responsible for or accept liability for any Vendor-owned items.

The Successful Vendor shall indemnify and hold harmless the Commission and its members, the Arkansas Legislative Council and its members, the BLR and its officers, directors, agents, retailers, and employees, and the State of Arkansas from and against any and all suits, damages, expenses, losses, liabilities, claims of any kind, costs or expenses of any nature or kind, including, with limitation, court costs, attorneys' fees, and other damages, arising out of, in connection with, or resulting from the development, possession, license, modification, disclosure, or use of any copyrighted or non-copyrighted materials, trademark, service mark, secure process, invention, process or idea (whether patented or not), trade secret, confidential information, article, or appliance furnished or used by a vendor in the performance of the Contract.

The resulting Contract shall be governed by the laws of the State of Arkansas, without regard for Arkansas' conflict of law principles. Any claims against the Bureau of Legislative Research, the Commission, the Arkansas Legislative Council, or the Arkansas General Assembly, whether arising in tort or in contract, shall be brought before the Arkansas State Claims Commission as provided by Arkansas law, and shall be governed accordingly. Nothing in this RFP or the resulting contract shall be construed as a waiver of sovereign immunity.

#### **1.22 AWARD RESPONSIBILITY**

The BLR and the Commission will be responsible for award and administration of any resulting contract(s).

#### **1.23 INDEPENDENT PRICE DETERMINATION**

By submission of this proposal, the Vendor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

- The prices in the proposal have been arrived at independently, without collusion, and that no prior information concerning these prices has been received from or given to a competitive company; and
- If there is sufficient evidence of collusion to warrant consideration of this proposal by the Office of the Attorney General, all Vendors shall understand that this paragraph may be used as a basis for litigation.

#### **1.24 PUBLICITY**

News release(s), media interviews, or other publicity by a Vendor pertaining to this RFP or any portion of the project shall not be made without prior written approval of the BLR, as authorized by the Commission chair. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the Vendor's proposal.

The Successful Vendor agrees not to use the BLR's, the Commission's, the Arkansas Legislative Council's, or the Arkansas General Assembly's names, trademarks, service marks, logos, images, or any data arising or resulting from this RFP or the Contract as part of any commercial advertising or proposal without the express prior written consent of the BLR and the Commission in each instance.

#### **1.25 CONFIDENTIALITY**

The Successful Vendor shall be bound to confidentiality of any confidential information that its employees may become aware of during the course of performance of contracted services. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of the Contract.

The Successful Vendor shall represent and warrant that its performance under the Contract will not infringe any patent, copyright, trademark, service mark, or other intellectual property rights of any other person or

entity and that it will not constitute the unauthorized use or disclosure of any trade secret of any other person or entity.

#### **1.26 PROPOSAL TENURE**

All Proposals shall remain valid for one hundred eighty (180) calendar days from the Proposal due date referenced on Page 1 of the RFP.

#### **1.27 WARRANTIES**

- The Successful Vendor shall warrant that it currently is, and will at all times remain, lawfully organized and constituted under all federal, state, and local law, ordinances, and other authorities of its domicile and that it currently is, and will at all times remain, in full compliance with all legal requirements of its domicile and the State of Arkansas.
- The Successful Vendor shall warrant and agree that all services provided pursuant to this RFP and the Contract have been and shall be prepared or done in a workman-like manner consistent with the highest standards of the industry in which the services are normally performed. The Successful Vendor further represents and warrants that all computer programs implemented for performance under the Contract shall meet the performance standards required thereunder and shall correctly and accurately perform their intended functions.
- The Successful Vendor shall warrant that it is qualified to do business in the State of Arkansas and is in good standing under the laws of the State of Arkansas, and shall file appropriate tax returns as provided by the laws of this State.

#### **1.28 CONTRACT TERMINATION**

Subsequent to award and execution of the Contract, the Commission and the BLR may terminate the Contract at any time. In the event of termination, the Successful Vendor agrees to apply its best efforts to bring work in progress to an orderly conclusion, in a manner and form consistent with the Contract and satisfactory to the Commission.

#### **1.29 VENDOR QUALIFICATIONS**

The Successful Vendor must, upon request of the Commission, furnish satisfactory evidence of its ability to furnish products or services in accordance with the terms and conditions of this proposal. The Commission reserves the right to make the final determination as to the Vendor's ability to provide the services requested herein.

The Vendor must demonstrate that it possesses the capabilities and qualifications described in Sections 3 and 5, including without limitation the following:

- Be capable of providing the services required by the Commission;
- Be authorized to do business in this State; and
- Complete the Official Proposal Price Sheet in Attachment A.

#### **1.30 NEGOTIATIONS**

As provided in this RFP, discussions may be conducted by the Commission and the BLR with a responsible Vendor who submits proposals determined to be reasonably susceptible of being selected for award for the purpose of obtaining clarification of proposal responses and negotiation for best and final offers.

#### **1.31 LICENSES AND PERMITS**

During the term of the Contract, the Vendor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections, and related fees for each or any such licenses, permits, and/or inspections required by the state, county, city, or other government entity or unit to accomplish the work specified in this solicitation and the contract.

#### **1.32 OWNERSHIP OF MATERIALS & COPYRIGHT**

All data, material, and documentation prepared for the Commission pursuant to the Contract shall belong exclusively to the Commission. The Successful Vendor shall register the copyright claim in all materials in

the Arkansas Code of 1987 Annotated (the "A.C.A."), Official Edition, and all supplements and revisions to it, including the indices, tables, commentaries, and Court Rules volumes, and shall register the copyright claim in all materials contained in any electronic format or database prepared by the Successful Vendor pursuant to the resulting Contract, on behalf and in the name of the Commission as copyright owner by making the necessary notices required by statute and performing any other acts necessary to register the copyright claims reserved to the Commission.

The Arkansas Code of 1987 Annotated, Official Edition, and all supplements and revisions to it, including the indices, tables, commentaries, and Court Rules volumes, are works made for hire and the Commission owns and retains all rights appraised in the copyrights therein and owns and retains all rights appraised in the copyright in any electronic format or database prepared by the Successful Vendor pursuant to any resultant Contract.

## **SECTION 2. OVERVIEW**

### **2.0 PUBLISHING AND EDITING OF STATUTORY MATERIALS OVERVIEW AND OBJECTIVES**

This RFP is seeking proposals to result in a term contract for the publication, editorial revision, and upkeep of the laws of the State of Arkansas of a general and permanent nature, along with annotations, editor's notes, histories, indices and the supplements and upkeep services to the Arkansas Code of 1987 Annotated, Official Edition (the "A.C.A"), as specified below in both printed and electronic form and for the marketing and sale of the A.C.A. The proposals in response to this RFP shall be for both the printed and electronic form produced together. In other words, one proposal shall be made for the printed and electronic publication of the A.C.A.

## **SECTION 3. PUBLISHING AND EDITING OF STATUTORY MATERIALS SERVICES**

**3.0 SCOPE OF WORK/SPECIFICATIONS** The Vendor's proposal shall include provision of the following scope of work to the Commission:

- **Arkansas Code of 1987 Annotated, Official Edition.** The Arkansas Code of 1987 Annotated, Official Edition, presently consists of:
  1. Fifty (50) volumes, containing the law of a general and permanent nature in 28 titles;
  2. One (1) Constitutions volume, containing the following: the United States Constitution with amendments; the Arkansas Constitution of 1874, with amendments, The Arkansas Constitution of 1836, with amendments; the Arkansas Constitution of 1861; the Arkansas Constitution of 1864; and the Arkansas Constitution of 1868; the Louisiana Cession Treaty of 1803; selected parts of the Act of Admission, 1836; the supplementary compact to the Act of Admission, 1836; the State of Arkansas' acceptance of the 1836 supplementary compact; the 1847 Amendment to the second subdivision of the 1836 supplementary compact; the 1846 Amendment to the fifth subdivision of the 1836 supplementary compact; the federal enactments settling certain boundary lines of the State of Arkansas, including, between Arkansas and Missouri, Act of February 15, 1848 (see 9 Stat. 211, ch. 10), between Arkansas and Indian country, Act of March 3, 1875 (see 18 Stat. 476, ch. 140), between Arkansas and Indian Territory, Act of February 10, 1905 (see 33 Stat. 714, ch. 571), and between Arkansas and Tennessee, Act of February 4, 1909 (see 35 Stat. 1163, Res. 7); various federal land grant acts, including, University and Seminary Land (1827), Act of March 2, 1827 (See 4 Stat. 235, ch. 53), Public Building in Little Rock (1831), Act of March 2, 1831 (see 4 Stat. 473, ch. 67), Courthouse and Jail in Little Rock (1832), Act of June 15, 1832 (see 4 Stat. 531, ch. 129), Public Building in Little Rock (1832), Act of July 4, 1832 (see 4 Stat. 563, ch. 172), selected provisions of Internal Improvement Lands, 1841, Act of Sept. 4, 1841 (see 5 Stat. 455, ch. 16, §§ 8, 9), Governor's Power under 1841 Act (1842), Act of March 19, 1842 (see 5 Stat. 471, ch. 8), Sale of School Lands (1843), Act of Feb. 15, 1843 (see 5 Stat. 600, ch. 33), and Swamp Lands

(1850), Act of Sept. 28, 1850 (see 9 Stat. 519, ch. 84); various federal railroad land grant acts, including, Act of February 9, 1853 (see 10 Stat. 155, ch. 59), Act of July 4, 1866 (see 14 Stat. 83, ch. 165), Act of July 28, 1866 (see 14 Stat. 338, ch. 300), Act of April 10, 1869 (see 16 Stat. 46, ch. 26), Act of March 8, 1870 (see 16 Stat. 76, ch. 25), and Act of May 6, 1870 (see 16 Stat. 376, J.R. No. 53); the Admission of State to Representation in Congress (1868), Act of June 22, 1868 (see 15 Stat. 72, ch. 69); and certain federal laws concerning authentication, including, 28 U.S.C. §§ 1733, 1738, 1739, 1741, and 43 U.S.C. § 18;

3. Three (3) General Index volumes;
  4. Two (2) Tables volumes;
  5. Two (2) Commentaries volumes; and
  6. Two (2) Court Rules volumes.
- **Vendor's Responsibilities.** The bound volumes, replacement volumes, supplements, and advance code services of the Arkansas Code of 1987 Annotated, Official Edition, ("A.C.A.") shall be printed and bound according to standards and specifications as decided by the Commission in consultation with the Successful Vendor. The format of the Successful Vendor's printed version and the style in which it is printed, including, but not limited to, its size, typeface, grade of paper, and binding, shall be in a manner that facilitates its use and presents the laws in an accurate and readable manner. The Successful Vendor shall consult and reach an agreement with the Commission before altering the existing format and style of the present printed version of the A.C.A. The layout of the text of the statutes in the Successful Vendor's printed version shall conform to the layout in the A.C.A., unless otherwise authorized the Commission.

The Successful Vendor shall prepare the annotations, indices, and other editorial work contained in the A.C.A., subject to the review and approval of the Commission. The Successful Vendor shall provide the texts of all items included in the Constitutions volume as set out above.

- **Supplements and Replacement Volumes.** The Successful Vendor shall prepare after each regular legislative session an annotated cumulative supplement to the A.C.A., in pocket part or stand-alone pamphlet form for all current volumes, including the Tables volumes, and a new set of General Index volumes, except for any volumes to be replaced within thirty (30) days after shipment of the supplements.
- **Advance Code Service.** The Successful Vendor shall provide an Advance Code Service for the A.C.A., in formats and frequencies as approved by the Commission to be sold to customers at prices to be determined by the Commission upon recommendation of the Successful Vendor. The Advance Code Service shall include all acts of a general and permanent nature enacted by the Arkansas General Assembly during every extraordinary legislative session occurring after the last regular legislative session included in the cumulative supplement or replacement volumes unless the acts of the extraordinary legislative session were included in the cumulative supplement or replacement volumes and any corrections identified by the Commission.
- **Arkansas Code of 1987 Annotated, Official Edition, Electronic Format(s), and Arkansas Code of 1987, Unannotated Version, On-line Access.**
  1. **Arkansas Code of 1987 Annotated, Official Edition, Electronic Format(s).** The Successful Vendor shall produce and sell to the public in one or more electronic formats approved by the Commission the A.C.A., including Opinions of the Arkansas Attorney General, Arkansas Court Rules, and Arkansas-reported judicial decisions, with periodic updates as determined by the Arkansas Code Revision Commission.
  2. **On-line Access to the Arkansas Code of 1987 Unannotated Version.** The Successful Vendor shall provide on-line access to the Arkansas Code of 1987, Unannotated Version, accessible through

the official website of the Arkansas General Assembly, as run by the BLR, without charge to the State of Arkansas, consisting of the database of the Arkansas Code of 1987, Unannotated Version, updated as necessary when the A.C.A. is updated, using a search engine that has been approved by the Commission. The Successful Vendor shall provide this service through its own facilities or may contract for the provision of this service, with the permission of the Commission.

### **3. Timely Updating of the On-line Version of the Arkansas Code of 1987 Unannotated Version.**

The Successful Vendor shall timely update the on-line website each time the electronic publication, or any update to a publication, is prepared. The Successful Vendor shall also timely update the website to reflect legislation enacted as the result of an extraordinary legislative session or voter-approved changes affecting the Arkansas Constitution or the A.C.A., or to make any corrections identified by the Commission.

- **Costs Associated with Transitioning to a New Vendor.** If, by this RFP process, the decision is made to award a contract to a Vendor other than the one currently under contract with the Commission, and the process of transitioning the A.C.A. to a new publisher results in the need for additional staff, overtime for BLR Staff, or any other costs associated with the work needed to complete the transition, the Vendor shall bear the entirety of those costs and shall reimburse the BLR for any costs it incurs in the transition process. The Vendor's proposal shall include any proposed need for additional staff or services by the BLR.

### **3.1 SERVICES AND QUALIFICATIONS OF EDITORS**

The services provided by the Successful Vendor pursuant to this Request for Proposal must address the stated specifications and requirements. These services will be provided to the Commission.

All editors and indexers involved in the preparation of the upkeep materials for the A.C.A. by the Successful Vendor shall be lawyers. In this RFP, "lawyer" means a graduate of an accredited law school admitted to the practice of law in one or more jurisdictions. All copy editors and index technicians shall have been appropriately trained and shall be supervised by lawyer editors. The Successful Vendor shall designate one lawyer editor for primary editorial responsibility. Vendors shall specify and warrant in their proposals in response to this RFP that all editors and indexers will meet the definition of lawyer as it is used herein.

### **3.2 RIGHT OF SALE**

The Successful Vendor shall have the exclusive right of sale and license of the A.C.A., and all supplements thereto and replacement volumes therefor within and outside the State of Arkansas for the term of any resulting Contract. The Successful Vendor shall also have the non-exclusive right to sell and license unannotated version of the A.C.A. The commission reserves the right to market the A.C.A., or any portion thereof, in unannotated form in any medium, including, but not limited to, printed for and electronic form, or to license any one or more third parties to market the A.C.A. in unannotated form in any medium. Unannotated form means without any of the supporting annotations, except for the catchlines and history notes. The State of Arkansas may exchange, through reciprocity, complete sets of the A.C.A. for complete sets of codes or statutes of other states, and territories, tribes, and the federal government.

## **SECTION 4. COST PROPOSAL**

### **4.0 PRINT VERSION OF A.C.A.**

The Vendor's proposal shall include the following pricing for print versions of the A.C.A. both as they will be sold to the general public and the cost to the BLR:

- The initial price of sets of the A.C.A., including the current cumulative supplement, the index, all replacement volumes published within one year after the set purchase, and any supplement published within 90 days after purchase of the set;

- The initial price for the cumulative supplement to the A.C.A. to be published during the term of the contract. The price for the cumulative supplement shall include, without additional charge, any supplement published within 90 days after purchase of the cumulative supplement;
- The initial price of replacement volumes to the A.C.A.; and
- The price per subscription for the Advance Code Service to the A.C.A.

The initial price of individual volumes with their supplements shall not exceed a price to be determined by the Commission upon recommendation of the Successful Vendor, but the Commission shall not be bound by the recommendation. Vendor's proposal shall include the recommended price.

The Successful Vendor may compile and sell volumes of the A.C.A. on a particular subject, such as "Election Laws", upon approval of the Commission and at a price to be approved by the Commission upon recommendation of the Contractor. Vendor's proposal shall include the recommended price.

The Vendor shall include in its proposal provision of the following at no cost to the BLR:

- Up to fifty (50) sets of the A.C.A., which may include electronic format versions as determined by the BLR;
- Supplements, replacement volumes, indexes, court rules, and Advanced Code Service volumes, as they are published, or as the electronic format versions are updated, in order to keep each of the sets provided up to date.

The costs to the BLR listed in Official Proposal Price Sheet will refer to any sets or volumes beyond the maximum of fifty (50) sets provided at no cost that the BLR may require.

#### **4.1 ELECTRONIC VERSION OF A.C.A. AND PUBLIC ACCESS ON INTERNET**

The Vendor's Proposal shall include pricing for the electronic version of the A.C.A., both as they will be sold to the general public and provided to the BLR:

- The initial subscription price for the A.C.A. in one or more electronic format. The subscription price for second and subsequent copies of the A.C.A. in electronic format shall not exceed fifty percent (50%) of the price for the first electronic copy; and
- The annual price for the A.C.A. database subscription, including all indices.

The annual subscription price for the A.C.A. in electronic format on computer networks shall be approved by the Commission upon recommendation of the Successful Vendor, but the Commission is not bound by the recommendation. Vendor's proposal shall include the recommended price. Increases in the price of a single disc shall be determined by the Commission upon recommendation of the Successful Vendor, but the Commission is not bound by the recommendation.

The Commission shall approve the subscription agreement, including the use of the A.C.A. in electronic format on a network, and any subsequent modifications to assure compliance with any resulting Contract between the Successful Vendor and the Commission and BLR.

Increases in the price of a subscription of the electronic copy of the A.C.A. and its indices shall be determined by the Commission upon recommendation of the Contractor, but the Commission is not bound by the recommendation.

Vendor's proposal shall include pricing for maintenance of public access on the internet through the Arkansas General Assembly website to the A.C.A. and its indices.

#### **4.2 ACCESS TO VENDOR'S ELECTRONIC LEGAL RESEARCH SERVICES**

If the Vendor maintains and controls an online electronic legal research subscription service, Vendor shall include in its proposal the subscription pricing that it would charge the BLR for use by its employees if the BLR should choose to use that service. Providing pricing under the proposal does not obligate the BLR to utilize the legal research subscription services of the Successful Vendor.

### **SECTION 5. ADDITIONAL VENDOR REQUIREMENTS**

#### **5.0 COMPREHENSIVE VENDOR INFORMATION**

All proposals should be complete and carefully worded and should convey all of the information requested by the Commission and the BLR. If significant errors are found in the Vendor's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the Commission will be the sole judge as to whether that variance is significant enough to reject the proposal. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Vendor's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of the content. Proposals that include either modifications to any of the contractual requirements of the RFP or a Vendor's standard terms and conditions may be deemed non-responsive and therefore not considered for award.

#### **5.1 VENDOR PROFILE**

In addition to information requested in other sections of the RFP, the Vendor shall submit the following:

- Business Name;
- Business Address;
- Alternate Business Address;
- Primary Contact Name, Title, Telephone, Fax, and E-mail Address;
- How many years this company has been in this type of business;
- Proof that the Vendor is qualified to do business in the State of Arkansas;
- A disclosure of the Vendor's name and address and, as applicable, the names and addresses of the following: If the Vendor is a corporation, the officers, directors, and each stockholder of more than a ten percent (10%) interest in the corporation. However, in the case of owners of equity securities of a publicly traded corporation, only the names and addresses of those known to the corporation to own beneficially five percent (5%) or more of the securities need be disclosed; if the Vendor is a trust, the trustee and all persons entitled to receive income or benefits from the trust; if the Vendor is an association, the members, officers, and directors; and if the Vendor is a partnership or joint venture, all of the general partners, limited partners, or joint venturers;
- A disclosure of all the states and jurisdictions in which the Vendor does business and the nature of the business for each state or jurisdiction;
- A disclosure of all the states and jurisdictions in which the Vendor has contracts to supply the type of services requested under this RFP and the nature of the goods or services involved for each state or jurisdiction;
- A disclosure of the details of any finding or plea, conviction, or adjudication of guilt in a state or federal court of the Vendor for any felony or any other criminal offense other than a traffic violation committed by the persons identified as management, supervisory, or key personnel;
- A disclosure of the details of any bankruptcy, insolvency, reorganization, or corporate or individual purchase or takeover of another corporation, including without limitation bonded indebtedness, and any pending litigation of the Vendor;

- A disclosure of any conflicts of interest on the part of the Vendor or its personnel that will be working on this project.
- Additional disclosures and information that the Commission may determine to be appropriate for the procurement involved.

## **5.2 GENERAL INFORMATION**

Vendor shall submit any additional information for consideration such as specialized services, staffs available, or other pertinent information the Vendor may wish to include.

## **5.3 DISCLOSURE OF LITIGATION**

A Vendor shall include in its Proposal a complete disclosure of any civil or criminal litigation or indictment involving such Vendor. A Vendor shall also disclose any civil or criminal litigation or indictment involving any of its joint ventures, strategic partners, prime contractor team members, and subcontractors. This disclosure requirement is a continuing obligation, and any litigation commenced after a Vendor has submitted a Proposal under this RFP must be disclosed to the BLR in writing within five (5) days after the litigation is commenced.

## **5.4 EXECUTIVE SUMMARY**

A Vendor must provide a summary overview and an implementation plan for the entire project being proposed. The intent of this requirement is to provide the Commission with a concise but functional summary of the discussion of each phase of the Vendor's plan in the order of progression. While the Commission expects a Vendor to provide full details in each of the sections in other areas of the RFP relating to its plan, the Executive Summary will provide a "map" for the Commission to use while reviewing the Proposal.

Each area summarized must be listed in chronological order, beginning with the date of Contract execution, to provide a clear indication of the flow and duration of the project. A Vendor may use graphics, charts, pre-printed reports, or other enhancements as a part of this section to support the chronology or add to the presentation. Any such materials must be included in the original and each copy of the Proposal.

## **5.5 VENDOR'S QUALIFICATIONS**

A Vendor shall provide resumes or short biographies and qualifications of all management, supervisory, and key personnel to be involved in performing the services contemplated under this RFP. The resumes shall present the personnel in sufficient detail to provide the Commission with evidence that the personnel involved can perform the work specified in the RFP. A Vendor shall provide a brief history of its company, to include the name and location of the company and any parent/subsidiary affiliation with other entities. If a Vendor is utilizing the services of a subcontractor(s) for any of the service components listed, the Vendor shall include in its proposal response a brief history of the subcontractor's company to include the information requested herein.

A Vendor shall provide:

- A brief professional history, including the number of years of experience in providing the services required under this RFP or related experience and any professional affiliations and trade affiliations.
- A listing of current accounts and the longevity of those accounts.
- An organizational chart highlighting the names/positions that will be involved in the contract, including the individual who will be primarily responsible for managing the account on a day-to-day basis.
- A detailed description of the plan for assisting the Commission in meeting its goals and objectives, including how the requirements will be met and what assurances of efficiency and success the proposed approach will provide.
- An indication of the timeframe the Vendor would require to assist the Commission in meeting its goals and objectives.
- A detailed, narrative statement listing the three (3) most recent, comparable contracts (including contact information) that the Vendor has performed and the general history and experience of its organization.

- At least three (3) references from entities that have recent (within the last three (3) years) contract experience with the Vendor and are able to attest to the Vendor's work experience and qualifications relevant to this RFP.
- A list of every business for which Vendor has performed, at any time during the past three (3) years, services substantially similar to those sought with this solicitation. Err on the side of inclusion; by submitting an offer, Vendor represents that the list is complete.
- List of failed projects, suspensions, debarments, and significant litigation.
- An outline or other information relating to why the Vendor's experience qualifies in meeting the specifications stated in Section 3 of this RFP.

A Vendor shall provide information on any conflict of interest with the objectives and goals of the Commission that could result from other projects in which the Vendor is involved. Failure to disclose any such conflict may be cause for Contract termination or disqualification of the response.

A Vendor or its subcontractor(s) must list all clients that were lost between March 2015 and the present and the reason for the loss. The Commission reserves the right to contact any accounts listed in this section. A Vendor must describe any contract disputes involving an amount of thirty-five thousand dollars (\$35,000) or more that the Vendor, or its subcontractor(s), has been involved in within the past two (2) years. Please indicate if the dispute(s) have been successfully resolved.

#### **5.5.1 BACKGROUND INVESTIGATION**

Vendors must allow the BLR to perform an investigation of the financial responsibility, security, and integrity of a Vendor submitting a bid, if required by the Commission.

## **SECTION 6. EVALUATION CRITERIA FOR SELECTION**

### **6.0 GENERALLY**

The Vendor should address each item listed in this RFP to be guaranteed a complete evaluation. After initial qualification of proposals, selection of the Successful Vendor will be determined in a meeting of the Commission by evaluation of several factors.

The Commission has developed evaluation criteria that will be used by the Commission and that is incorporated in Section 6.1 of this RFP. Other agents of the Commission may also examine documents.

Submission of a proposal implies Vendor acceptance of the evaluation technique and Vendor recognition that subjective judgments must be made by the Commission during the evaluation of the proposals.

The Commission reserves, and a Vendor by submitting a Proposal grants to the Commission, the right to obtain any information from any lawful source regarding the past business history, practices, and abilities of Vendor, its officers, directors, employees, owners, team members, partners, and/or subcontractors.

### **6.1 EVALUATION CRITERIA**

The following evaluation criteria are listed according to their relative importance; however, the difference between the importance assigned to any one criterion and the criteria immediately preceding and following is small:

- Directly related experience;
- Pricing;
- Plan for providing services;
- Proposed schedule for providing services;
- Proposed personnel and the credentials of those assigned;
- Compliance with the requirements of the RFP; and
- Past performance.

# **PROPOSAL SIGNATURE PAGE**

Type or Print the following information:

## **Prospective Contractor Contact Information**

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## **Confirmation of Redacted Copy**

- YES, a redacted copy of proposal documents is enclosed.
- NO, a redacted copy of submission documents is not enclosed. I understand a full copy of non-redacted submission documents will be released if requested.

*Note: If a redacted copy of the proposal documents is not provided with the Vendor's proposal, and neither box is checked a copy of the unredacted documents will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).*

## **Illegal Immigrant Confirmation**

By signing and submitting a response to this RFP and by certifying online at <https://www.ark.org/dfa/immigrant/index.php/disclosure/submit/new>, the Vendor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Vendor certifies that they will not employ or contract with illegal immigrants during the aggregate term of the contract.

## **Israel Boycott Restriction Confirmation**

By checking the box below, the Vendor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract.

- Vendor does not and will not boycott Israel.

---

***An official authorized to bind the Vendor to a resultant contract shall sign below.***

The Signature below signifies agreement that any exception that conflicts with the requirements of this RFP will cause the Vendor's proposal to be disqualified.

**Authorized Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Printed/Typed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**ATTACHMENT A**  
**OFFICIAL PROPOSAL PRICE SHEET**

**Note: The Official Proposal Price Sheet must be submitted in a separate envelope or e-mail. Any reference to pricing in the technical proposal shall be cause for disqualification from further considerations for award.**

1. Bids should provide at least a 180-day acceptance period.
2. By submission of a proposal, the proposer certifies the following:
  - A. Prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition;
  - B. No attempt has been made nor will be by the proposer to induce any other person or firm to submit a proposal for the purpose of restricting competition;
  - C. The person signing this proposal is authorized to represent the company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this RFP; and
  - D. Prices in this proposal have not been knowingly disclosed by the proposer and will not be prior to award to any other proposer.

**The Official Price Proposal Sheet must be submitted in substantially the following form, allowing for the inclusion of specific information regarding positions, goods, services, etc., and signed by an official authorized to bind the Vendor to a resultant contract.**

<b>Print Version of A.C.A.</b>	<b>PRICE FOR THE PUBLIC</b> (per volume/per set)	<b>PRICE FOR THE BLR</b> (per volume/per set)
Initial Price for Sets of the A.C.A.		
Initial Price for Cumulative Supplement		
Initial Price for Replacement Volumes		
Initial Price of the Index		
Price for the Advance Code Service		
<b>Electronic Version of A.C.A. and Public Access on Internet</b>	<b>PRICE FOR THE PUBLIC</b>	<b>PRICE FOR THE BLR</b>
Initial Subscription Price		
Annual Price for database subscription		
Maintenance of public access on the internet to the A.C.A.		
<b>Access to Vendor's Legal Research Subscription Services for BLR Staff:</b>		

\_\_\_\_\_  
**Signature, Title**

\_\_\_\_\_  
**Date**



# LexisNexis Proposal

## Arkansas Code Annotated

Presented to

*Arkansas Code Revision Commission  
& Bureau of Legislative Research*

March 15, 2018

March 13, 2018

Ms. Jillian Thayer  
Arkansas Bureau of Legislative Research  
500 Woodlane Street,  
State Capitol Building, Room 315  
Little Rock, Arkansas 72201,

Re: Solicitation number BLR-180001

Dear Ms. Thayer:

On behalf of Matthew Bender & Company, Inc., a member of the LexisNexis Group (hereinafter "LexisNexis"), I am pleased to submit our proposal for the publishing and editing of the *Arkansas Code of 1987 Annotated* in print and online.

The Executive Summary of this proposal can be found behind this cover letter. It is designed to provide an overview of LexisNexis and to highlight what we can offer to the State of Arkansas as the publisher of the Arkansas Code of 1987.

If you have any questions or would like to discuss this proposal further, please do not hesitate to contact me:

Anders Ganten  
Phone (434) 284-1269  
701 E Water St  
Charlottesville, VA 22902  
[anders.ganten@lexisnexis.com](mailto:anders.ganten@lexisnexis.com)

Thank you for the opportunity to submit this proposal.

Sincerely,

Anders P. Ganten  
Senior Director, Government & Corrections

# **Table of Contents**

**Executive Summary**

**1. Company and Publishing Overview**

**2. Statutory Publishing Experience**

**3. Publishing Plan**

**4. Online Legal Research**

**5. Electronic Access to the Arkansas Code**

**6. RFP Form and Addenda**

**7. Forms, Disclosures, etc.**

# **Executive Summary**





*Mission:*

*Provide the most accurate, up-to-date, and complete legal materials available to our customers and the general public*

**Our Publishing Philosophy:**

- Always follow the lead of the Revisor
- Develop deep and lasting collaborative partnerships
- Apply extensive quality checks throughout an in-depth editorial process

## Contracting with an Official Publisher provides:

- ✓ Access to resources of a professional legal publisher at no cost to the State
- ✓ Accountability in terms of:
  - Accuracy
  - Timeliness
  - Quality
- ✓ State staff ability to focus on oversight of production rather than production itself
- ✓ Control over format and content
- ✓ Influence over cost to end-users
- ✓ Access to the latest innovations in legal publishing



## LexisNexis offers:

- A scalable, exceptionally tenured team of legal editors that process every single final act
- Dedicated jurisdictional attorneys who analyze conflicting acts, codification placement, etc and make recommendations to legislative staff
- Case law attorneys that read and summarize every State and Federal appellate court decision arising out of the jurisdiction to prepare extensive yet focused and relevant case annotations
- A best-in class indexing team that combines technology with experienced legal indexers that look beyond the words of any given Statute to include “popular names” such as “Lemon Law”
- A sophisticated custom-built content editing and management system uniquely suited to handle complex legal content sets such as codes



**Your Advantage:** Legislative Staff can shift their focus to oversight and ensuring accuracy *and* your institution can save significantly on IT spending.

**LexisNexis offers:**

- A fully integrated manufacturing infrastructure servicing over 14,000 print events
- A full spectrum of:
  - Formats and binding types—case bound, perfect bound, loose-leaf, saddle-stitched...
  - Covers and paper stock
- Access to an integrated electronic publishing capable of producing outputs in ebook, CD-ROM, PDF, XML and more formats



**Your Advantage:** Almost anything is possible and we offer to work together to create a publication that meets your needs and requirements.

**LexisNexis offers:**

- Physical distribution from a central warehouse:
  - Improved inventory management
  - Quick turns on time sensitive orders
- Favorable Domestic, International and Freight Distribution arrangements with major carriers such as UPS thanks to our considerable purchasing power
- A robust and modern online store
- Existing distribution agreements with leading third-party resellers, e.g., Amazon and Barnes & Noble



**Your Advantage:** Significant savings in terms of cost and staff time, as well as, constant access to a reliable fulfilment and distribution partner.

## The Colorado Legislature has been with LexisNexis for over a decade ...

In 2016, the State weighed whether to extend the existing contract or issue an RFP

Office of Legislative Services prepared a 9 page memo outlining the legislature's experience working with LexisNexis:



*Exceptional professional relationship. Staff at the Office of Legislative Legal Services (Office) has worked with their partners at LexisNexis for approximately 14 years during which time they have developed a **strong, mutually respectful, professional relationship**. Working together over the years toward a common goal – producing the best statutes and court rules product possible.*

***Good communication, excellent customer service, quick response times, and consistent reliability** define the partnership with LexisNexis that has developed over the past 14 years.*

*In working with LexisNexis, legislative staff enjoys the **responsiveness and relationship** of working with a small company through the personal interaction and customer service the company provides, while the state, in turn, enjoys the benefits of the economies of scale realized through working with a large corporation the size of LexisNexis.*



Based on this testimonial the Colorado General Assembly voted unanimously to extend the contract for the *Official Colorado Revised Statutes* for a period of five years rather than soliciting through the RFP process again.

The full report can be accessed at [http://leg.colorado.gov/sites/default/files/\\_1012](http://leg.colorado.gov/sites/default/files/_1012).

LexisNexis would be happy to furnish additional references upon request.

# INNOVATION & TECHNOLOGY

**We're committed to driving innovation in the legal industry.**

- Apply the same innovative spirit that launched the Michie Company and pioneered legal research to today's challenges.
- Deliver world-class tools and technology to customers wherever they are, in mobile, flexible formats.
- Leverage technology to create analytics and new insights for customers.



Code of Arkansas Public Access

Search Tips ⓘ

Enter search terms  Arkansas Code Annotated 🔍

Search All Documents in this source
  Table of Contents (TOC) only
  Search Selected

Title 1 General Provisions  
 Title 2 Agriculture  
 Title 3 Alcoholic Beverages  
 Title 4 Business and Commercial Law  
 Title 5 Criminal Offenses  
 Title 6 Education  
 Title 7 Elections  
 Title 8 Environmental Law  
 Title 9 Family Law

Arkansas Code Annotated > Title 1 General Provisions > Chapter 4 State Symbols

**1-4-118. State bird.**

AR - Arkansas Code Annotated | A.C.A. § 1-4-118

The mockingbird is declared and everywhere recognized as the state bird of the State of Arkansas.

... A.C.A. § 1-4-118 1-4-118. **State bird.** The mockingbird is declared and everywhere recognized as the state bird of the State of Arkansas. House Concurrent Resolution No. 22, Acts 1929....

Arkansas Code Annotated > Title 15 Natural Resources and Economic Development

**1-4-118. State bird.**

The mockingbird is declared and everywhere recognized as the **state bird** of the **State** of Arkansas.

History

House Concurrent Resolution No. 22, Acts 1929.

## Advantages:

- No investment or staff resources required for the State
- Commercial grade search capabilities (natural language, Boolean...)
- Same source as the official print product
- Mobile-friendly

## LexisNexis® eBooks can be read on:

- Personal computer
- eReader tablet
- Smartphones

Functionality with the ebook reading experience includes inking from the Table of Contents to a section, between sections plus links to cases on Lexis Advance, as well as, term searching, highlighting, and the ability to add notes and bookmarks.

LexisNexis eBooks are available in the two prevailing eReader file formats:

- **epub:** For Apple® products, such as the iPad® and iPhone® or PC or Mac® using Adobe® Digital Editions
- **mobi:** For Amazon® Kindle™ and other compatible Mobi pocket device



## Official publishing contracts are central to our primary law strategy:

- Furthers mission to provide the most authoritative source for the law to customers
- Aligns with the LexisNexis philosophy—to follow the lead of the Revisor on editorial policy, partner with Revisor on editorial policies

## LexisNexis is positioned to succeed with:

- ✓ Unrivalled editorial expertise on each jurisdictional team
- ✓ Decades of official code experience
- ✓ Transforming the way the law is accessed by leading innovative solutions



**Tab 1**

## About LexisNexis

Matthew Bender & Company, Inc., a member of the LexisNexis Legal and Professional (hereinafter referred to as “LexisNexis®”), is pleased to submit this response to the *Request for Proposals for Publishing and Editing of Arkansas Code Statutory Materials and Services*



LexisNexis is uniquely positioned to meet the world’s rapidly changing demands for domestic and global information, decision support solutions and tools that turn data into knowledge and knowledge into action.

The first commercial full-text legal information service, LexisNexis began in 1973 with the goal of helping legal professionals research the law more efficiently. In 1994, LexisNexis became part of RELX Group (formerly Reed Elsevier), one of the largest publishers and providers of information in the world. Today, LexisNexis is the global leader in providing comprehensive and authoritative legal materials, news and business information, and public records.

Part of RELX Group plc, LexisNexis Legal & Professional serves customers in more than 175 countries with 10,000 employees worldwide. We are evolving the way professionals access information, gain insights and make better business decisions through our next-generation products and solutions. Customers include:

- Thousands of state and local government agencies
- Virtually every federal agency
- Virtually every Fortune 500 company
- Top 100 largest law firms
- All American Bar Association accredited law schools
- Big 4 accounting firms
- International customers
- 600+ universities and colleges

LexisNexis online services are an indispensable tool for gathering information and providing accurate answers. Our databases contain billions of documents from thousands of sources including: primary and secondary legal information; thousands of worldwide newspapers, magazines, trade journals, industry newsletters; tax and accounting information; financial data; public records; legislative records; and data on companies and their executives.

Nearly 4 million professionals worldwide – including government agencies, law enforcement officials, lawyers, accountants, financial analysts, journalists, and information specialists – subscribe to the LexisNexis online services. They perform **more than 1 million searches** per day.

LexisNexis has been a leader in security, information policy and protecting consumers’ privacy. Through its risk management products, LexisNexis helps professionals locate people and assets,

authenticate identity, enable commerce, conduct background screening and support national security initiatives.

## Lexis® Advance

Introducing Lexis® Advance, a new online legal research service that will transform the way legal research is conducted. Lexis® Advance features a new natural search algorithm and intuitive interface that accesses the LexisNexis® services and open Web content to deliver a comprehensive set of results faster. With Lexis Advance, researchers can be confident that they will get the right results faster and easier.

The screenshot displays the Lexis Advance web interface. At the top, there is a navigation bar with 'Lexis Advance Research', a 'Browse' dropdown, and user options like 'Client: None', 'History', and 'More'. The main header features the 'Lexis Advance' logo and links for 'Advanced Search', 'Tips', and 'Get a Doc Assistance'. A prominent search bar is highlighted with a red border, containing the placeholder text 'Enter terms, sources, a citation, or shep: to Shepardize®' and a search dropdown set to 'Search: Everything'. Below the search bar is the 'Explore Content' section, which is a grid of various legal content types such as 'Cases', 'Statutes and Legislation', 'Administrative Codes and Regulations', 'Administrative and Agency Materials', 'Jury Instructions', 'Secondary Materials', 'Forms', 'Briefs, Pleadings and Motions', 'Jury Verdicts and Settlements', 'Expert Witness Analysis', 'News', 'Legal News', 'Dockets', 'Scientific', 'Company and Financial', 'Directories', 'Intellectual Property', 'Practical Guidance', and 'Public Records'. To the left is the 'History' section, which shows a list of recent searches and documents, including 'lawn service agreement', 'north carolina tax machinery act', and 'Machinery act'. To the right is the 'Favorites' section, which lists saved items like 'Official Code of Georgia Annotated', 'Virgin Islands Code Annotated', 'District of Columbia Official Code', 'Code of Virginia', 'General Statutes of North Carolina', and 'Table of Contents - NC - General Statutes of North Carolina Annotated'.

## Mobile Apps

With the LexisNexis apps for the Apple® iPhone® and Apple® iPad® researchers can access the content and results they need wherever they need them. And an app will be available soon. Practitioners can access Lexis® Advance right from their mobile device, with new natural search algorithm and intuitive mobile interface access the LexisNexis® services to deliver a comprehensive set of results faster, whether they are in their office or in court.

## **Lexis® for Microsoft Office (LMO)**

Lexis® for Microsoft Office allows practitioners to experience seamless access to the *lexis.com*® service, the open Web or internal documents from within Microsoft® Word and Outlook®. Instead of toggling between their research applications and Microsoft Office, Lexis® for Microsoft Office provides direct links to research relevant to work product. The information a practitioner selects will appear in a convenient, adjacent pane. Lexis® for Microsoft Office removes the non-essential activities inherent in the legal research process and allows attorneys and paralegals to draft precisely.

Lexis® for Microsoft Office delivers relevant information to a document or email by utilizing unique text recognition capabilities to evaluate document or email content. It has the power to recognize legal entities, terms of art, and citations in work and retrieve relevant information. This technology will assist the practitioner in gaining insights more quickly without the distraction of switching from one research tool to another.

Lexis® for Microsoft Office recognizes most legal citations and builds links to retrieve and read the full text of the documents in context. Lexis® for Microsoft Office also inserts Shepard's Signals allowing validation of citations.

## **eBooks**

LexisNexis has a vast catalog of electronic books, eBooks, that can be accessed by practitioners on a wide range of portable readers, including the iPad, the Amazon Kindle, the Nook but also on PC using free eReader software. eBooks meet the requirement of a resource that can be quickly and easily referenced, as well as transported to court, chambers, and anywhere the busy practitioner needs to go.

## **Corporate Responsibility – Rule of Law**

LexisNexis is committed to do what we can towards advancing the Rule of Law around the world. The rule of law is a concept that unifies our company across the globe and is passionately supported by the people of LexisNexis. In its simplest form, the rule of law means that “no one is above the law.” It is the foundation for the development of peaceful, equitable and prosperous societies. For the rule of law to be effective, there must be equality under the law, transparency of law, an independent judiciary and access to legal remedy. Yet, about 57% of the world's population lives outside the shelter of the law. That's four billion people struggling for basic, human rights on a daily basis.

At LexisNexis® Legal & Professional, we're working to bring the percentage of people living outside the umbrella protection of the rule of law down to zero through our day-to-day business operations, products and services, and actions as a corporate citizen.

We're committed to actively working to advance the rule of law by:

- Providing products and services that enable customers to excel in the practice and business of law, and that help justice systems, governments, and business to function more effectively, efficiently, and transparently.
- Building legal infrastructures for developing nations
- Documenting local, national, and international laws and making them accessible in print and online to individuals and professionals in the public and private sector.
- Partnering with governments and non-profit organizations to help make justice systems more efficient, transparent and advance the rule of law
- Supporting access to justice by corporate citizenship initiatives that strengthen civil society and the rule of law across the globe, including pro bono.

In 2017, for having the protection and strengthening of the global rule of law at the very core of our mission, Freedom House awarded its Corporate Leadership Award to LexisNexis. Freedom House is an independent watchdog organization that supports democratic change, monitors the status of freedom around the world, and advocates for democracy and human rights. Founded in 1941, Freedom House was the first American organization to champion the advancement of freedom globally.



**LexisNexis CEO Mike Walsh accepting Freedom House Corporate Leadership Award**

### **Print Publishing Overview**

LexisNexis has a proud tradition of publishing legal materials spanning more than a century producing a diverse array of primary and secondary legal publications with the LexisNexis®, Matthew Bender®, *Shepard's*® and Michie™ trademarks. From the Michie Company's beginnings as a publisher of judicial decisions concerning railroad cases in the late 1800s, to the statutory codes of 40 states and territories, to the most recent decisions of the United States Supreme Court, LexisNexis possesses the experience, skills and abilities to continue to produce the D.C. Official Code and Replacement Volumes.

LexisNexis primary law publications include:

- Annotated codes in 40 states and territories, as well as the *United States Code Service*;

- Official session laws in four states and territories;
- 27 administrative codes and registers;
- Court reports for nine jurisdictions, including the *United States Supreme Court Reports, Lawyers' Edition*;
- Court rules in 32 states and territories, as well as the *Federal Rules of Court*; and
- 400+ single topic code "slices" covering topics such as election laws and school laws.

### Statutory Code Publications

LexisNexis publishes 40 statutory codes as well as the *United States Code Service*.

**Of the 22 states or territories that officially contract to have their Codes published, 18 use LexisNexis as their publisher. \***

*Michie's Alabama Code*

*Alaska Statutes\**

*LexisNexis Arizona Annotated Revised Statutes*

*Arkansas Code of 1987 Annotated\**

*Deering's California Codes Annotated*

*Colorado Revised Statutes\**

*Delaware Code Annotated\**

*District of Columbia Official Code\**

*LexisNexis Florida Annotated Statutes*

*Official Code of Georgia Annotated\**

*Michie's Hawaii Revised Statutes Annotated*

*Idaho Code\**

*Illinois Compiled Statutes Annotated*

*Burns Indiana Statutes Annotated*

*Michie's Kentucky Revised Statutes Annotated,  
Certified Version*

*Michie's Annotated Code of Maryland*

*Annotated Laws of Massachusetts*

*Michigan Compiled Laws Service*

*Mississippi Code of 1972 Annotated\**

*Revised Statutes of Nebraska Annotated*

*Michie's Nevada Revised Statutes Annotated*

*Lexis New Hampshire Revised Statutes Annotated*

*Michie's Annotated Statutes of New Mexico*

*New York Consolidated Laws Service*

*General Statutes of North Carolina\**

*North Dakota Century Code Annotated\**

*Northern Mariana Islands Commonwealth Code\**

*Page's Ohio Revised Code Annotated*

*Laws of Puerto Rico Annotated\**

*General Laws of Rhode Island\**

*Tennessee Code Annotated\**

*Texas Desktop Code Series*

*Utah Code Annotated*

*Vermont Statutes Annotated\**

*Virgin Islands Code Annotated\**

*Code of Virginia Annotated\**

*Annotated Revised Code of Washington*

*Michie's West Virginia Code Annotated*

*Wyoming Statutes Annotated\**

### Administrative Code Publications

LexisNexis publishes 27 administrative codes and registers, and is the official publisher\* of administrative codes or registers in six jurisdictions.

<i>Code of Arkansas Rules</i>	<i>New Hampshire Administrative Code</i>
<i>Alaska Administrative Code*</i>	<i>Code of New Hampshire Rules</i>
<i>Colorado Code of Regulations</i>	<i>New Jersey Administrative Code*</i>
<i>Code of Delaware Regulations</i>	<i>New Jersey Register*</i>
<i>Code of D.C. Municipal Regulations</i>	<i>Code of New Mexico Rules</i>
<i>Florida Administrative Code*</i>	<i>North Carolina Register</i>
<i>Florida Administrative Weekly*</i>	<i>Northern Mariana Islands Administrative Code*</i>
<i>Georgia Government Register</i>	<i>Code of Rhode Island Rules</i>
<i>Weil's Code of Hawaii Rules</i>	<i>Texas Register*</i>
<i>Code of Illinois Rules</i>	<i>Code of U.S. Virgin Islands Rules</i>
<i>Code of Maine Rules</i>	<i>Utah Administrative Code</i>
<i>Weil's Code of Massachusetts Regulations</i>	<i>Code of Vermont Rules</i>
<i>Code of Mississippi Rules</i>	<i>Virginia Register of Regulations*</i>
	<i>Weil's Code of Wyoming Rules</i>

### Court Report Publications

LexisNexis currently publishes official court reports under contract\* in five jurisdictions. The company also produces three unofficial reports.

<i>California Official Reports/ California Official Appellate Reports* (since 2003)</i>	<i>United States Supreme Court Reports, Lawyers' Edition</i>
<i>Montana Reports (since 2004)</i>	<i>Vermont Reports* (since 1970's)</i>
<i>Massachusetts Reports* (Since 2013)</i>	<i>Virgin Islands Reports</i>
<i>New Hampshire Reports* (since 1970's)</i>	<i>Washington Reports/Washington Appellate Reports* (since 2000)</i>
<i>Northern Mariana Islands Reporter, Volume 6 (2005)</i>	<i>Georgia Reports/Georgia Appeals Reports* (2004- 2008 and since 2012)</i>

### Court Rules Publications

LexisNexis currently publishes court rules for 32 states, plus the *Federal Rules of Court*.

<i>Michie's Alabama Rules Annotated</i>	<i>Nebraska Rules of Court Annotated</i>
<i>LexisNexis Arizona Annotated Court Rules</i>	<i>Nevada Court Rules Annotated</i>
<i>Arkansas Court Rules Annotated</i>	<i>New Hampshire Court Rules Annotated</i>
<i>Colorado Court Rules</i>	<i>New York Court Rules</i>
<i>Deering's California Rules of Court</i>	<i>North Carolina Rules Annotated</i>
<i>Delaware Rules Annotated</i>	<i>North Dakota Century Code Annotated, Court Rules</i>
<i>District Of Columbia Court Rules</i>	<i>Anderson's Ohio Court Rules</i>
<i>Florida Rules of Court Service</i>	<i>Rhode Island Court Rules Annotated</i>
<i>Georgia Rules of Court Annotated</i>	<i>Tennessee Court Rules Annotated</i>
<i>Michie's Hawaii Court Rules Annotated</i>	<i>Dorsaneo &amp; Soules' Texas Codes and Rules</i>
<i>Idaho Court Rules</i>	<i>Utah Court Rules Annotated</i>
<i>Illinois State Court Rules Annotated</i>	<i>Vermont Court Rules Annotated</i>
<i>Indiana Court Rules Annotated</i>	<i>Virginia Rules Annotated</i>

*Kentucky Court Rules Annotated*  
*Maryland Rules Annotated*  
*Massachusetts Court Rules*  
*Mississippi Court Rules Annotated*

*Michie's West Virginia Court Rules*  
*Wyoming Court Rules Annotated*  
*Federal Rules of Court*

## **Manufacturing and Printing Solutions**

LexisNexis has a long and successful experience in legal publishing, and its commitment to continue this success is assured by a proven track record of producing quality products while maintaining strong, successful and productive working relationships with state officials. Additionally, LexisNexis recognizes the importance of meeting delivery schedules and providing prompt and efficient customer service.

LexisNexis will continue our partnership with Cadmus Communications in the printing and distribution of the *Arkansas Code Annotated*. The LexisNexis/Cadmus partnership provides a strong base for production of all the Arkansas Code publications.

Cadmus Communications Corporation provides end-to-end integrated graphic communications services to professional publishers, not-for-profit societies and corporations. Cadmus is the world's largest provider of content management and production services to scientific, technical and medical journal publishers, the fifth largest periodicals printer in North America, and a leading provider of specialty packaging and promotional printing services. Cadmus is also a leader in the production of high quality perfect bound and case bound books for the legal and professional markets, and has been at the forefront in the offering of digital printing and short-run binding capabilities as well.

Cadmus' parent company, Cenvéo Inc., is the third largest printing company in America, with over \$2 billion in revenue and employing approximately 10,000 associates. Cenvéo is a leading provider of print and visual communications, with one-stop services from design through fulfillment. Cenvéo's broad portfolio of services and products include commercial printing, envelopes, labels, packaging, publishing and business documents delivered through a network of production, fulfillment and distribution facilities throughout North America.

Contact: Mr. Gary Bohn  
[Gary.Bohn@cenvéo.com](mailto:Gary.Bohn@cenvéo.com)  
(717) 693-2616

## **Product Services**

The Product Services/Subscription Management department is located in Albany, New York. The team consists of well-trained experts with extensive product knowledge and experience. The group is responsible for the initial setup and the continuing maintenance of all new and existing products.

State contract customers are assigned to a Product Service Representative who is responsible for coordinating all packaging, labeling and delivery requirements under the contract. This representative also manages the invoicing process. This customized service provides our state contract customers with maximum assurance that all of their unique packaging, delivery and billing requirements will be met.

## **Contract and Relationship Management**

LexisNexis offers a dedicated contact person for its State and Local Government customers. A member of the Government Content Acquisition Department will be responsible for contract administration and managing the overall relationship with the Arkansas code.

Your Government Content Acquisition Representative is Anders Ganten who can be reached via phone number at 434 284 1269 or by electronic mail at [anders.ganten@lexisnexis.com](mailto:anders.ganten@lexisnexis.com).

Anders, as a single point of contact, is able to assist with any queries and will ensure that the customer saves valuable time by identifying the right person within the organization.

# Tab 2

## References

1. Mr. Ronald Frith  
Co-Counsel  
Mississippi Joint Legislative Committee On Compilation,  
Revision and Publication of Legislation  
(601) 359-3310  
[RFrith@house.ms.gov](mailto:RFrith@house.ms.gov)
2. Ms. Jennifer Gilroy  
Revisor of Statutes  
CO Office of Legislative Legal Services  
(303) 866-4327  
[jennifer.gilroy@state.co.us](mailto:jennifer.gilroy@state.co.us)
3. Ms. Paige Seals  
Revisor of Statutes and Executive Secretary for the  
Tennessee Code Commission  
(615) 741 9505  
[paige.seals@capitol.tn.gov](mailto:paige.seals@capitol.tn.gov)

## **Arkansas Editorial and Indexing Project Leads Qualifications and Experience**

The below biographies summarize the unparalleled qualifications and experience of the team leads for the legal analyst and editorial work for the Arkansas Code team. As evidenced below, LexisNexis firmly believes in keeping core teams intact for many years so that these dedicated professionals can develop deep expertise with the states they work on. Additional attorney editors and editors may be brought in during particularly busy periods and these additional resources work under the direct supervision of the team presented below.

The four functional leads for the Arkansas team have a combined 78 years of experience with the Arkansas Code.

### **Rick Grant**

### **Director, Content Development**

---

**Education:** J.D., Washington & Lee School of Law, Lexington, VA  
B.A., Colgate University, Hamilton, NY

**Experience:**

LexisNexis	
Director, Statutory Content Development	2002 – present
Editorial Manager	2000 – 2002
Legal Analyst	1999 – 2000

**Major Responsibilities:** Supervise a team of 14 legal analysts responsible for maintaining and updating statutory and court rule content in 20 states. Serve as key point of contact for internal and external customers on issues related to content in this portfolio. Contribute to the product strategy vision, including the enhancement and development of content in all media based upon established content performance standards. Work closely with the LexisNexis Government Relations team to manage relationships with state code revisers in states where LN is official code publisher.

### **Linda Sohigian**

### **Director, Content Operations**

---

**Education:** B.S. English, Fitchburg State College, Fitchburg, MA

**Experience:**

LexisNexis	
Director, Content Operations	2010 – present
Mgr. Statutory Editorial Operations	2001 – 2010
Senior Editor	2000 – 2001
Line Manager, Data Modeling Team	1998 – 2000
Supervising Ed., Senior Coordinating Copy Editor	1998 – 1995

Butterworth Legal Publishers (formerly Equity Publishing Company)

Assistant Editor, Senior Proofreader

1984 – 1995

Major Responsibilities: Supervise a team of 11 Content Editors responsible for maintaining and updating statutory and court rule content in 20 states in all media and 4 Online Fabrication Content & Project Administrators responsible for providing subject matter expertise on data, design and fabrication processes for the maintenance, support and development of LexisAdvance online files.

---

**Susan Mason**

**Legal Analyst**

---

Education: J.D., Sixth in Class, UNC School of Law, Chapel Hill, North Carolina  
B.A. with Highest Distinction, University of Virginia, Charlottesville, Virginia

Experience: Member of the Virginia State Bar 1998 -- present  
Associate Attorney 1998 -- 2001  
Lexis Nexis 2001 -- present

Major Responsibilities: Experience with digest/treatise publications as well as online and print statutory publications. Have worked closely with authors and customers and with state revisor offices. Have served as legal analyst for New Jersey and Rhode Island statutes and currently serve as point of contact for citations processing in the new editorial system. Have served as Arkansas legal analyst for three years.

---

**Regina Hughes**

**Content Editor**

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Education: Nelson County High School

Experience: LexisNexis  
Annotations Clerk, EAS Control Technician, Scheduler, Content Editor 1985 – present

Major Responsibilities: Project lead for Arkansas Code and Ohio Code. Schedule, manage, and update all aspects of the production workflow for the Arkansas Statutes and Court Rules and the Ohio Statutes.

AR Editor Experience: Have worked as project lead for Arkansas for 15 years.

**Janice Coffield****Sr. Legal Analyst**

---

Education: J.D., T.C. Williams School of Law, Richmond, VA Cum Laude  
B.A., College of William and Mary

Experience: LexisNexis  
Legal Analyst, Indexing 1995-1998  
Sr. Legal Analyst, Indexing 1998-1999, 2003-Present  
Editorial Manager 1999-2002

Major Responsibilities: Project lead for the index products for 14 jurisdictions, including Arkansas. Manage index production workflow and schedules, and update index products for over 35 jurisdictions, including general indices, court rules, administrative codes and slice and custom publications.

AR Index Experience: Have worked as project lead for Arkansas for over 10 years, and have worked on the AR index products in some capacity for over 20 years.

**Jean Kindrick*****Content Editor, Content Operations  
Indexing***

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Education: Lane High School, Piedmont Virginia Community College

Experience: LexisNexis  
Content Editor, Indexing 1973 – present

Major Responsibilities: Project lead for all Index products for 14 Jurisdictions and 1 Administrative Code. Schedule and manage index production workflow. Update custom slice products for over 35 jurisdictions. Manage copy flow and quality checks for General Indexes, Court Rules, Administrative Codes and Custom Slice products.

AR Index Experience: Have worked as project lead Editor for Arkansas for over 20 years and have worked on AR index products in some capacity for over 40 years.

## Statutory Codes Publishing Experience

LexisNexis publishes 40 print statutory codes in 37 states, the District of Columbia, the Virgin Islands and Puerto Rico and nationally via the United States Code Service. Of the statutory codes that LexisNexis publishes, 18 are currently published under contract with the state or territorial government.

Such contractual relationships inherently involve close working relationships with legislative personnel. LexisNexis also maintains productive relationships with state officials in many of the states where codes are published without contracts.

Each statutory code published by LexisNexis has been set out below, with a description of the code, contract and delivery requirements if applicable and the services provided to that jurisdiction.

### MICHIE'S ALABAMA CODE (Published under contract through 1995)

LexisNexis has been publishing *Michie's Alabama Code* since 1996. (Until 1996, LexisNexis published the *Code of Alabama 1975* under contract with the State of Alabama). *Michie's Alabama Code* contains the complete text of the Code of Alabama 1975, as updated by annual legislation and as approved by the Alabama Code Commissioner. Research features such as descriptive Code section headings, the index and case notes or other annotations, have been prepared by LexisNexis. The copyright is held by LexisNexis. The *Alabama Court Rules Annotated* is updated semiannually and replaced annually. *Alabama Advance Code Service* is published three times a year, providing annotations to the most current case law and any statutory corrections or updates to the Code. LexisNexis' *Michie's Law on Disc*<sup>TM</sup> includes *Michie's Alabama Code*, Supreme Court decisions, Court of Appeals decisions, Court of Civil Appeals decisions and Court of Criminal Appeals decisions.

### EDITORIAL WORK PROVIDED

#### Case Notes and Annotations.

- Case notes and collateral references are created, catchlined and updated.
- Case notes in supplements and replacement titles are shepardized.
- Case notes are reviewed in light of new legislation.

**Acts.**

- LexisNexis receives acts as full sections.
- Electronic acts are received from IPA and verified against paper acts.
- Acts are reviewed, charted and charting reviewed.

**Code Section Catchlines.**

- Catchlines for new sections are created; catchlines for amended sections are reviewed and modified where necessary.

**Act Editing and Notes.**

- The numbering of sections is verified.
- Little editing is done to the text of sections.
- Text is reviewed for misspellings, typographical errors and style.
- Phrases such as “this act”, “effective date of this act” and “Section 4 of this act” are translated in statute text.
- Creation of statute notes: amendment notes, effective date notes, editor’s notes, cross-references and delayed effective date (contingency) notes, among others.
- Multiple amendments and conflicting amendments are resolved.
- Delayed amendments are implemented when appropriate.
- Contingent legislation is tracked and implemented when the contingency is met.
- Deletion of old effective date, amendment, or other notes.
- Reference check of all references in new legislation and replacement volumes and references throughout the code are checked where affected by new legislation.
- Proofs are inspected.

**Repealed Sections.**

- Text is deleted and notes are reviewed and transferred or deleted as appropriate.

**Transferred Sections.**

- Notes and text are transferred to the new location. New notes regarding the transfer are written for the old location.

**History Citations.**

- Updated or new history citations are created.

**Tables.**

- Table of Sections Affected.

**Indices.**

- Two-volume softbound General Index.

## ALASKA STATUTES

### (Published under contract)

LexisNexis has published the Alaska Statutes since statehood. The first code was published in 1962. In 1996, the format of the statutes' publication changed from a loose-leaf format to a biennial softbound replacement with a supplement published in the intervening year. In 1999, in addition to the twelve statutory volumes and the Temporary and Special Acts volume, LexisNexis began publishing an *Annotation Citator* volume (published every two years) and the *Alaska Legal Ethics Opinions and Rules Governing the Legal Profession* (supplemented annually) as part of the *Alaska Statutes*. LexisNexis also publishes a quarterly *Advance Code Service* and an *Advance Legislative Service* (usually two volumes, published in the summer).

The State provides tapes of acts and LexisNexis provides an annually updated tape of the statutes to the State. LexisNexis also publishes the *Alaska Administrative Code* and provides quarterly updates to the State (See separate entry below).

## EDITORIAL WORK PROVIDED

### Case Notes and Annotations.

- Case notes and collateral references are created, catchlined and updated.
- Case notes for the entire code are shepardized.
- Case notes are reviewed in light of new legislation.

### Acts.

- LexisNexis receives copies of the acts (partial and full sections) from the State.
- Electronic acts are verified against paper acts.
- Acts are reviewed and charted and the charting is then reexamined.

### Code Section Catchlines.

- Catchlines are within the domain of the State legislature; editorial does not play a role in their creation.
- LexisNexis creates catchlines for repealed or transferred sections.

### Act Editing and Notes.

- The numbering of sections is verified.
- Where partial text is received, it is merged into the existing section.
- Little editing is done to the text of sections and changes to the text are made only with the approval of the reviser of the statutes.

- Text is reviewed for misspellings, typographical errors and stylistic errors.
- Nonsubstantive changes are made, upon State approval and recorded within the reviser's notes.
- Statute notes are created: amendment notes, effective date notes, reviser's notes, editor's notes, cross references and delayed effective date (contingency) notes, among others.
- Multiple amendments and conflicting amendments are resolved.
- Delayed amendments are implemented when appropriate.
- Contingent legislation is tracked and implemented when the contingency is met.
- Old effective date, amendment, or other notes are deleted.
- References in new legislation and replacement titles are checked for accuracy.
- Proofs are inspected.
- Preliminary proof of replacement titles is submitted to the State for review.
- State proof review changes are implemented.

#### **Repealed Sections.**

- Text is deleted and notes are transferred or deleted as appropriate.
- Notes relating to the repeal and providing the location of present comparable sections are written.

#### **Transferred Sections.**

- Notes and text are transferred to the new location. New notes referencing the transfer are written for the old location.

#### **History Citations.**

- Updated or new history citations are created.

#### **Tables.**

- The Alaska Statutes contains five tables, including Tables of Comparative Sections; Table of Sections Amended, Added and State of Origin Table.

#### **Indices.**

- The *Alaska Statutes* contains a General Index.

#### **Delivery.**

- Delivery required within 90 calendar days after receipt from the agency of the last enrolled act of a legislative session and the related instructions.

## ARIZONA ANNOTATED REVISED STATUTES

The *Arizona Annotated Revised Statutes* is a fourteen-volume, softbound, annotated code, including an index volume. Arizona is a non-contract state but LexisNexis has full cooperation from the State in receiving legislation and updates and corrections to that legislation, in as timely a manner as the State can achieve. The Code is completely replaced every year along with the softbound *Arizona Annotated Court Rules*. In addition to its annual replacement, the *Arizona Annotated Court Rules* volume is updated semiannually. The annotated code includes a compilation of all annotations to Arizona case law arising from both State and Federal Courts. An *Advance Service* is published three times a year, containing annotations written to the most recent cases and, as appropriate, additions and corrections to the statutes made by the Legislative Council

## EDITORIAL WORK PROVIDED

### Case Notes and Annotations.

- Case notes are created, catchlined and updated.
- All case notes are Shepardized.
- Case notes are reviewed in light of new legislation.

### Acts.

- Acts are received electronically from the State and are loaded into our database. The State also provides hard copies of the Acts, which are used to verify the electronically transmitted Acts.
- Acts are reviewed, charted and charts are reviewed.
- The State also provides us with copies of the Acts showing any corrections not on the original acts.

### Code Section Catchlines.

- Catchlines for new sections are created, reviewed and modified where necessary by the State.

### Act Editing and Notes.

- The numbering of sections is verified.
- Little editing is done to the text of sections except as directed by the State.
- Text is reviewed for misspellings, typographical errors and style. Non-substantive changes are made, upon State approval, with explanatory Code Commission notes.
- “This Act” and “effective date of this act” are translated as directed by the State.

- Italicized headings and notes are created explaining delayed or retroactive effective dates and/or contingent effective dates and multiple amendments are blended.
- Multiple amendments and conflicting amendments are resolved as directed by the State.
- Delayed amendments are implemented when appropriate.
- Contingent legislation is tracked and implemented when the contingency is met.
- Ballot propositions are tracked and the results implemented as soon as practicable following the election.
- Old effective date headings and notes are deleted as appropriate.
- Proofs are inspected.

### **Repealed Sections.**

- Text is deleted and notes are reviewed and transferred or deleted as appropriate. A repeal line is added stating the chapter and section number repealing the section and the repeal date.

### **Transferred Sections.**

- Notes and text are transferred to the new location.

### **History Citations.**

- The year of the last legislation affecting each section is listed following each statute, along with a brief summary of the act effecting the change.

### **Tables.**

- *A Table of Sections Affected* appears in the index volume.
- *Table of Disposition* appears following Title 42.

### **Indices.**

- General Index appears as a separate volume.

## **ARKANSAS CODE OF 1987 ANNOTATED (Published under contract)**

The original contract was signed in 1984 and the Arkansas Code of 1987 Annotated was published in 1987. A new contract was signed in early 1998. Prior to the 1987 code, LexisNexis published the *Arkansas Statutes* until 1987. For the 1987 code, LexisNexis assisted in the recodification of the entire code and created a new index. The copyright is in the name

of the State. The code includes the *Arkansas Court Rules Annotated* and a comprehensive index, replaced biennially. LexisNexis also publishes the *Arkansas Law on Disc™*.

## **EDITORIAL WORK PROVIDED**

### **Case Notes and Annotations.**

- Case notes and collateral references are created, catchlined and updated.
- Case notes throughout the code are shepardized.
- Case notes are reviewed in light of new legislation.

### **Acts.**

- LexisNexis receives “conformed” acts from the Arkansas Code Revision Commission.

### **Code Section Catchlines.**

- LexisNexis creates catchlines for new sections; catchlines for amended sections are reviewed and modified where necessary.
- Catchlines for repealed or transferred sections are created.
- Effective dates are identified in section heads if there is postponed legislation.

### **Act Editing and Notes.**

- All conformed acts are charted and then the charting is reexamined and updated.
- Existing code section numbers assigned to new legislation are examined and a memo regarding any suggested changes is prepared for the reviser.
- Legislative actions for possible superseded sections are examined.
- Under superseded sections, the subject matter and legislative history of the former versions of the section are both identified.
- LexisNexis works closely with reviser when producing the final version of a section with multiple amendments to ensure that the final version (whether it is a merge of several acts or alternatively the version enacted last) is an accurate representation of the law.
- Rules amendments and mergers are collected and amendments are described without State guidance from the reviser.
- Publisher’s notes are created when a code section has been declared by a court to be unconstitutional.
- Translations of federal code references are provided.
- Internal references for examined for accuracy.

### **Repealed Sections.**

- If a section is repealed, that information is placed within the text in brackets and if merely inaccurate or nonexistent, possible alternatives are suggested in a publisher's note.

#### **Transferred Sections.**

- When a section is transferred, new notes referencing the transfer and the former and present codification of the section are written in both the old and new locations.

#### **History Citations.**

- Sections are all followed by the section's full legislative history.

#### **Indices.**

- The *Arkansas Code* contains a General Index.

#### **Delivery.**

- The cumulative supplement is published within 90 days after receipt from the Arkansas Code Revision Commission of hard copies of all enrolled acts of each session of the General Assembly.

### **DEERING'S CALIFORNIA CODES ANNOTATED**

There is no official version of the California codes. Deering's has published its version since 1866. Deering's obtains hard copies of newly enrolled bills from a private supplier in Sacramento, which picks them up from the State bill room. Electronic copies of the bills are downloaded from the Internet. The Secretary of State's office supplies lists of bills that have been chaptered. Deering's produces a yearly supplement to all the codes, as well as to the Rules of Court, Bar Rules, uncodified initiative measures and statutes and water uncodified acts. (The supplement for the Rules of Court and Bar Rules publishes in February; the rest of the supplement publishes at the end of December.) The complete yearly Deering's offering also includes a midyear pamphlet, containing urgency legislation and rules changes from the first half of the year, together with new annotating material; at least seven and as many as ten *Advance Legislative Service* pamphlets containing newly chaptered bills for the current year, new or amended rules of court and the text of proposed or adopted ballot measures; a desktop series consisting of unannotated single volume treatments of the Penal Code, Family Code, Probate Code, Civil Code, Code of Civil Procedure, Evidence Code and rules of court, plus two single volume compilations of selected codes and code sections relating to real estate law and to business and commercial law; and from ten to fourteen replacements of volumes from the annotated set.

## **EDITORIAL WORK PROVIDED**

### **Case Notes and Annotations.**

- Case notes and collateral references are created, schemed and updated.
- Case notes in replacement titles are cite checked and shepardized.
- Case notes and collateral references are reviewed in light of new legislation.

### **Acts.**

- Electronic acts are verified against paper acts.
- Corrected versions of acts are located and substituted for originals.

### **Code Section Catchlines.**

- Catchlines for new sections are created; catchlines for amended sections are reviewed and modified where necessary.

### **Act Editing and Notes.**

- The numbering of sections is verified. If errors in numbering or lettering are found, editor's notes are drafted explaining that the text was so received from the State.
- Amended or added text is highlighted (bold Italics); deletion of text is indicated by asterisks.
- Notes relating to the statutes are created, including amendment notes, effective date notes, editor's notes, cross references, delayed effective date (contingency) notes, etc.
- Multiple amendments and conflicting amendments are resolved.
- Delayed amendments are implemented when appropriate.
- Contingent legislation is tracked and implemented when the contingency is met.
- Old effective date provisions are deleted.
- Provisions with limited terms that have expired (sunset provisions) are deleted and explanatory notes are drafted.
- Proofs are inspected.

### **Repealed Sections.**

- Text is deleted and notes are reviewed and transferred or deleted as appropriate.
- Notes relating to the repeal and providing the location of present comparable sections are written.

### **Renumbered Sections.**

- Notes and text are transferred to the new location. New notes regarding the transfer are written for the old location.

### **History Citations.**

- Updated or new history citations are created.

**Tables.**

- Four tables are created every year: a table of code sections affected, a table of Assembly and Senate Bills that have been chaptered during the session, a table of changes to rules of court and a table of uncodified acts affected. In election years, there is a fifth table showing how ballot measures have affected code provisions.

**Indices.**

- There is a single volume General Index, which is updated and republished each year. In addition, each code has a separate index, which is supplemented each year. Each desktop volume has its own index and each is updated every year. There is a cumulative index for the ALS pamphlets.

**COLORADO REVISED STATUTES  
(Published under contract)**

In 2001, LexisNexis was awarded the contract to publish the Colorado Revised Statutes and the Colorado Session Laws beginning in January, 2003 and LexisNexis has published the code ever since.

**Session Laws.**

The state supplies PDF files of the current year's legislation. LexisNexis provides proof copies to the state for review. After the review process is complete and any necessary changes are made, LexisNexis prints and binds sets of the session laws for distribution by the state. The copyright is held by the state.

**Revised Statutes.**

The state supplies the text for the statutes, state Constitution and court rules in SGML format. LexisNexis provides page proof to the state for review. Once the proof has been reviewed and any necessary changes implemented, LexisNexis prints and binds the set of the statutes. The set currently consists of fourteen volumes. The copyright is held by the state.

**DELAWARE CODE ANNOTATED  
(Published under contract)**

The *Delaware Code Annotated* was contracted in 1972 and first published in 1975. LexisNexis provided completely new annotations and a new index for the code. The copyright for the code is held by the State. The *Delaware Code* consists of 19 hardbound volumes, including the *Delaware Rules Annotated*, which is also available in a separate volume that is replaced annually.

## **EDITORIAL WORK PROVIDED**

### **Case Notes and Annotations.**

- Case notes and collateral references are created, catchlined and updated.
- Case notes in supplements and replacement titles are shepardized.
- Case notes are reviewed in light of new legislation.

### **Acts.**

- Acts are received in both paper and electronic versions.
- Electronic acts are verified against paper acts.
- Acts may contain full text, partial text or instructive language. Changes are incorporated into the full text, but only those portions of the statutory text actually affected by legislation are printed in the supplement and interim supplement.
- All acts are first charted and then the charts are reviewed and updated. Any unusual situations are brought to the attention of the reviser.

### **Code Section Catchlines.**

- Section catchlines are created (subject to reviser approval).

### **Act Editing and Notes.**

- New acts are reviewed and edited: Scope of revisers' authority is spelled out in the *Delaware Code* (1 Del.C. Section 211.)
- Stylistic and other editorial changes are made in conformity with LexisNexis' understanding of how the revisers interpret the scope of their authority. Specifically, LexisNexis corrects the style of section references, subsection designations, capitalization, spelling, grammar and punctuation; checks internal references and amendments to Delaware Laws; translates internal references, effective dates and numbers; and sends memos to the State revisers describing substantive changes.
- LexisNexis calls or sends memos to the revisers about errors (style, grammar, sense, punctuation, section references, spelling) in code sections requiring correction, suggests corrections when possible and implements changes approved or authorized by the reviser.
- Edited acts and memoranda of questions regarding editing and charting are sent to the reviser.
- All new legislation and amended sections are rendered gender neutral.
- LexisNexis works closely with the revisers when producing the final version of a section with multiple amendments to ensure that the final version (whether it is a merge of several acts or just the version enacted last) is an accurate representation of the law.
- If there is postponed legislation, the delayed material is set out in a note and edited as usual.

- Internal references are checked for accuracy: if repealed, suggests possible comparable new provisions if any in a reviser’s note and if merely inaccurate or nonexistent, possible alternatives are suggested in a reviser’s note.
- Revisers are notified regarding suggested substitutions or courses of action.
- Severability clauses are included as reviser’s notes under appropriate sections.
- Amendments and chapter revisions are described in appropriate notes.
- Effective date provisions are placed as reviser’s notes at the beginning of all new sections or units. The effective date is included as part of an amendment note under an amended section if the effective date of the amendment is determined by the signature date; if the effective date is specified in an act section, the effective date is set out in a separate reviser’s note.
- Only those parts of sections which are amended are set out in the supplement, with explanatory notes.
- Translations of federal code references are provided.
- Code sections have shepardized annotations.
- LexisNexis provides cross references to other relevant legislation and deletes such cross references when the referenced sections are repealed.
- Some uncodified portions of acts are inserted as notes under appropriate code sections.
- Where a code section references an obsolete name, the new name and the act or code section implementing the change or describing the reference is provided.
- Uniform acts are not altered unless specifically directed by the reviser.
- Code section translations are provided for references to “this act” or to other Delaware acts in statute text. LexisNexis provides translations for references to “the effective date of this section” or similar language.

#### **Repealed Sections.**

- LexisNexis identifies under a repealed section or unit the repealing act, the subject matter of the former section, its legislative history and often the location of present similar law.

#### **Transferred Sections.**

- When a section is transferred (other than in a revision of chapter or subchapter), LexisNexis references the transfer and the former and present codification at the old and present locations.

#### **History Citations.**

- Historical citations are updated with new legislation. Histories in printed supplements may be fully or partially presented, consistent with whether full or partial statutory text is presented.

**Tables.**

- The *Delaware Code* contains Tables of Disposition of the acts.

**Indices.**

- The *Delaware Code* contains a General Index.

**Delivery.**

- Delivery required not later than 90 days from the time LexisNexis is authorized to proceed with the work and is supplied with all legislation to be included. Delivery dates and costs to state and private purchasers consistent with contracted specifications.

**DISTRICT OF COLUMBIA OFFICIAL CODE  
(Published under contract)**

In 2012 LexisNexis was awarded the contract to publish the Official D.C. Code. In addition to publishing the print code and its updates, LexisNexis also produces the Official Online D.C. Code. LexisNexis also publishes the *District of Columbia Court Rules Annotated*, replaced annually and updated semi-annually. The *District of Columbia Advance Legislative Service* is published quarterly, containing the text of the acts passed by the City Council and signed by the Mayor.

**EDITORIAL WORK PROVIDED**

**Case Notes and Annotations.**

- Case notes are created, catchlined and updated.
- Case notes in supplements and replacement volumes are shepardized.
- Case notes are reviewed in light of new legislation.

**Acts.**

- Paper acts are received from the *District of Columbia Register* and an electronic version is created via scanning and manual keying into chart records.
- Electronic material is verified against paper acts.
- Acts are reviewed, charted and charting is reviewed.

- Acts are “pre-edited” for stylistic consistency; special consideration is given to translating internal act references to code section references.
- Relevant federal acts are identified and charted and charting is reviewed. Text of federal acts is manually keyed into chart records.

#### **Code Section Catchlines.**

- Catchlines are usually included in legislation; editorial assigns and modifies catchlines when necessary and appropriate.

#### **Act Editing and Notes.**

- Permanent, temporary, or emergency nature of act is verified.
- The numbering of sections is verified.
- Temporary and emergency acts are noted at appropriate sections.
- Permanent acts are merged into the existing database; where act contains partial text, it is merged into the existing section; where instructive language is received, changes are made directly in existing text.
- Text is reviewed for misspellings, typographical errors and style. Changes may be made and memorialized via explanatory editor’s notes.
- Multiple amendments and/or conflicting amendments are resolved and merged.
- Statute notes are created: amendment notes, temporary notes, emergency notes, legislative history notes, cross references, editor’s notes, applicability notes, severability notes, effective date notes, etc.
- Delayed or contingent legislation is tracked and implemented as appropriate.
- A reference check is performed on replacement volumes.
- Proofs are inspected.

#### **Repealed Sections.**

- Text is deleted and notes are reviewed and transferred or deleted as appropriate. Cross references to present comparable sections are added as appropriate.
- History line of repealed section is retained for research purposes, with information added from repealing act.

#### **Transferred Sections.**

- Notes and text are transferred to the new location. New notes regarding the transfer are written at the old location.

#### **History Citations.**

- Updated or new history citations are created.

**Tables.**

- Several sets of tables are updated each year: a parallel reference table, an act disposition table, a popular name table, a District of Columbia Register table, an emergency act table and a “laws not codified” table.

**Indices.**

- General Index.

**LEXISNEXIS FLORIDA ANNOTATED STATUTES**

The Florida Annotated Statutes is a thirty-volume, softbound, annotated code. This is a proprietary publication but LexisNexis receives full cooperation from the State in receiving legislation, updates and corrections to that legislation in as timely a manner as the State can achieve. The Code is completely replaced in even-numbered years and is supplemented in odd-numbered years.

**EDITORIAL WORK PROVIDED****Case Notes and Annotations.**

- Case notes are created, catchlined and updated.
- Case notes are reviewed in light of new legislation.

**Acts.**

- Acts are downloaded from the State’s website.
- Acts are reviewed, charted and charting reviewed.

**Code Section Catchlines.**

- Catchlines for new sections are created by the State.

**Act Editing and Notes.**

- The numbering of sections is verified.
- Where partial text is received, it is merged into the existing section.
- Notes are created explaining delayed or retroactive effective dates and/or contingent effective dates and multiple amendments are blended.
- Multiple amendments and conflicting amendments are resolved as directed by the State.
- Delayed amendments are implemented when appropriate.
- Contingent legislation is tracked and implemented when the contingency is met.
- Old effective date notes are deleted as appropriate during replacement years.
- Proofs are inspected.

**Repealed Sections.**

- Text is deleted and notes are reviewed and transferred or deleted as appropriate.

**Transferred Sections.**

- Notes and text are transferred to the new location.

**History Citations.**

- The year of the last legislation affecting each section is listed following each statute.

**Tables.**

- A Table of Sections Affected and Table of Disposition appear at the beginning of Volume 1.

**Indices.**

- General Index is in a single softbound volume.

**OFFICIAL CODE OF GEORGIA ANNOTATED  
(Published under contract)**

The contract for the Official Code of Georgia Annotated 1981 was awarded in 1978 and the code was first published in 1982. The copyright is in the name of the State. LexisNexis recodified, partially reannotated and reindexed the code. *Georgia Rules of Court Annotated* is updated semiannually and replaced annually.

**EDITORIAL WORK PROVIDED****Case Notes and Annotations.**

- Case notes and collateral references are created, catchlined and updated.
- Case notes are shepardized.
- Case notes are reviewed in light of new legislation.

**Acts.**

- Electronic acts are verified against paper acts.
- Acts are first reviewed and charted and then the charting is reexamined.

**Code Section Catchlines.**

- Catchlines are created for new sections; catchlines for amended sections are reviewed and modified where necessary.

**Act Editing and Notes.**

- The numbering of sections is verified.

- Where partial text is received, it is merged into the existing section.
- No editing is done to the text of sections.
- Text is reviewed for misspellings, typographical errors and stylistic errors. Nonsubstantive changes are made, upon State approval, with explanatory Code Commission notes.
- “This act” and “effective date of this act”: translation placed in notes.
- Statute notes are created: amendment notes, effective date notes, editor’s notes, cross references and delayed effective date (contingency) notes, among others.
- Multiple amendments and conflicting amendments are resolved.
- Delayed amendments are implemented when appropriate.
- Contingent legislation is tracked and implemented when the contingency is met.
- Old effective date, amendment, or other notes are deleted in replacement volumes.
- Substitution of page number for HB/SB number on proof.
- A reference check is performed on all references in new legislation and replacement volumes and references throughout the code are checked where affected by new legislation.
- Proofs are inspected and submitted to the State for review.
- State proof review changes are implemented.

#### **Repealed Sections.**

- Text is deleted and notes are transferred or deleted as appropriate.
- Notes relating to the repeal and providing the location of present comparable sections are written.

#### **Transferred Sections.**

- Notes and text are transferred to the new location. New notes referencing the transfer are written for the old location.

#### **History Citations.**

- Updated or new history citations are created.

#### **Tables.**

- The *Official Code of Georgia Annotated* contains fifteen tables, including Tables of Comparative Sections and a Table of Laws Codified (session law disposition table).

#### **Indices.**

- The *Official Code of Georgia Annotated* contains a General Index and a Local Laws Index.

#### **Delivery.**

- Supplements and index to be delivered not later than 75 days following receipt by LexisNexis of the text of all the statutes adopted at each regular session of the General Assembly.

### **HAWAII REVISED STATUTES ANNOTATED**

The Hawaii Revised Statutes Annotated set was first published by LexisNexis in 1988. The 21-volume code is authoritative statutory text, fully annotated. *Michie's Hawaii Court Rules Annotated* is updated semiannually and replaced annually. The *Advance Code Service* is published three times a year and provides annotations to the most current case law. The *Advance Legislative Service* prints the acts passed at each annual session of the Hawaii State Legislature.

### **EDITORIAL WORK PROVIDED**

#### **Case Notes and Annotations.**

- Case notes and collateral references are created, catchlined and updated.
- Case notes are shepardized.
- Case notes are reviewed in light of new legislation.

#### **Acts.**

- LexisNexis receives acts as partial and full sections.
- Electronic acts are verified against paper acts.
- Acts are reviewed, charted and charting reviewed.

#### **Act Editing and Notes.**

- Where partial text is received, it is merged into the existing section.
- Editing is done to the text of sections.
- Text is reviewed for misspellings or typographical errors with corrections noted in brackets and editor's note.
- Statute notes are created: amendment notes, effective date notes, editor's notes, cross references, delayed effective date (contingency) notes, etc.
- Multiple amendments and conflicting amendments are resolved.
- Delayed amendments are implemented when appropriate.
- Contingent legislation is tracked and implemented when the contingency is met.
- Deletion of old effective date, amendment, or other notes.

- Reference check of all references in new legislation and replacement volumes and references throughout the code are checked where affected by new legislation.
- Proofs are inspected.

#### **Repealed Sections.**

- Text is deleted and notes are reviewed and transferred or deleted as appropriate.
- Notes relating to the repeal are composed.

#### **History Citations.**

- Updated or new history citations are created.

#### **Tables.**

- There are Tables of Disposition for all session laws from 1860 to present and tables translating citations from previous codifications into current section numbers. Other miscellaneous tables of recodified or renumbered sections are also maintained.

#### **Indices.**

- General Index to statutes and court rules.

### **IDAHO CODE**

#### **(Published under contract)**

The Idaho Code was first published in 1949 under contract with the State of Idaho. LexisNexis exchanges electronic information with the State, receiving acts and supplying an updated electronic version of the code. The print version of the *Idaho Code* consists of 22 hardbound volumes and 2 softbound Court Rules volumes. LexisNexis completely updates the *Court Rules* at the time the supplement is prepared. A multi-volume *Advance Legislative Service* is also produced, containing unedited engrossed versions of the House and Senate Bills as they are passed and signed by the Governor.

### **EDITORIAL WORK PROVIDED**

#### **Case Notes and Annotations.**

- Case notes and collateral references are created, catchlined and updated.
- Case notes in supplements and replacement titles are shepardized.
- Case notes are reviewed in light of new legislation.

**Acts.**

- LexisNexis receives only the full sections of acts from the State.
- Acts are first reviewed and charted and then the charting is reexamined.

**Code Section Catchlines.**

- Catchlines are within the domain of the State legislature; editorial does not play a role in their creation.
- Bracketed information is added to catchlines for repealed or transferred sections.

**Act Editing and Notes.**

- The numbering of sections is verified.
- Very little editing is done to the text of sections.
- Text is reviewed for misspellings, typographical errors and stylistic errors.
- Nonsubstantive changes are bracketed in, upon State approval, with explanatory compiler's notes.
- "This act" and "effective date of this act": translation placed in notes.
- Statute notes are created: effective date notes, compiler's notes, cross references and delayed effective date (contingency) notes, among others.
- Multiple amendments and conflicting amendments are resolved.
- Delayed amendments are implemented when appropriate.
- Contingent legislation is tracked and implemented when the contingency is met.
- Outdated compiler's notes or other notes which no longer have effect are deleted.
- A reference check is conducted for all internal references in new legislation and replacement titles.
- Proofs are inspected.

**Repealed Sections.**

- Text is deleted and notes are transferred or deleted as appropriate.
- Notes relating to the repeal and providing the location of present comparable sections are written.

**Transferred Sections.**

- Notes and text are transferred to the new location. New notes referencing the transfer are written for the old location.

**History Citations.**

- Updated or new history citations are created.

**Tables.**

- The *Idaho Code* contains trace back tables for repealed sections; Table of 1996 acts added.

**Indices.**

- General Index.

**Delivery.**

- Delivery f.o.b. to the State not later than the last business day in June.

**ILLINOIS COMPILED STATUTES ANNOTATED**

The compilation of the Illinois statutes was completely revised, effective in 1993 and LexisNexis created a brand new annotated code for the revised compilation that same year. The copyright is held by Matthew Bender & Co. In addition to the Code volumes and supplements in the *Illinois Compiled Statutes Annotated (ILCSA)*, LexisNexis publishes *Illinois State Court Rules Annotated* (a two-volume set), *Illinois Federal Court Rules Annotated*, an *Advance Code Service* (published three times between supplements, containing annotations), an *Advance Legislative Service* (a series of pamphlets issued throughout the legislative session as bills are passed into law) and a two-volume index.

**EDITORIAL WORK PROVIDED****Annotations.**

- Case notes, notes to opinions of the Attorney General and collateral references are created and catchlined.
- Existing annotations in supplements and replacement volumes are shepardized.
- Existing annotations are reviewed in light of new legislation.

**Acts.**

- LexisNexis receives acts in full sections.
- Electronic acts are verified against paper acts.
- Acts are reviewed and charted.

**Code Section Catchlines.**

- Catchlines for new sections are created where necessary; catchlines for amended sections are reviewed and modified where necessary. State enacts catchlines for many, but not all, provisions.
- Catchlines for repealed or transferred sections are created.
- Analyses for each unit (chapter, Act, article, etc.) are created.

**Act Editing and Notes.**

- The numbering of sections is verified.

- No editing is done to the text of sections; bracketed translations to code sections are inserted following act references.
- Text is reviewed for misspellings, typographical errors and style. No changes are made, but notes may be written to interpret or explain discrepancies.
- “This act” and “effective date of this act” translations (when referring to Public Acts) are placed in statute text in brackets.
- Statute notes are created: amendment notes, effective date notes, editor’s notes, cross references to other statutory provisions, postponed effective date notes, etc.
- Multiple amendments and conflicting amendments are merged or set out separately, as appropriate.
- Delayed amendments are set out separately and implemented when appropriate.
- Contingent legislation is set out separately, tracked and implemented when contingency is met.
- Deletion of old effective date, amendment, or other notes.
- Reference check of all references in new legislation and references throughout the code are checked where affected by new legislation.
- Proofs are inspected.

#### **Repealed Sections.**

- Text is deleted and notes are reviewed and transferred or deleted as appropriate.
- Notes relating to the repeal and providing the location of present comparable sections are written, when appropriate.

#### **Renumbered Sections.**

- Notes and text are transferred to the new location.

#### **History Citations.**

- History citations are created and updated.

#### **Tables.**

- In the ILCSA, there are Translation Tables (old code sections to new 1993 ILCS references and vice versa), Table of Short Titles with Corresponding New and Former Code Sections and a Table of Laws Codified (session law disposition table).
- In each annual ALS series, there are Tables of Public Acts and corresponding Bill Numbers (and vice versa), a Table of Effective Dates, a Table of New Act Titles and a Table of Sections Affected.

#### **Indices.**

- General Index, as part of the ILSCA. Individual indexes for each set of court rules appear in the court rules publications. An index is also created for the *Advance Legislative Service*.

## **BURNS INDIANA STATUTES ANNOTATED**

Burns Indiana Statutes Annotated was first published by the Bowen-Merrill Company in 1889. The Bowen-Merrill Company was a predecessor company of the Bobbs-Merrill Company, which was acquired by The Michie Company, the predecessor of LexisNexis, in 1976. The copyright is currently in the name of Matthew Bender & Company, Inc. The official Indiana Code was enacted in 1976 and the Burns' Code Edition was conformed to the organization and numbering system of the Indiana Code of 1976. This code is not published under contract, but the LexisNexis staff has worked closely with State officials. LexisNexis provided a full database compare of the LexisNexis database with the State's database of the code for a "clean-up" of both databases.

The Burns Indiana Statutes Annotated consists of 43 volumes, including two softbound index volumes and two softbound court rules volumes. Additions and amendments to the statutes and annotations are published annually in a cumulative supplement, which ships within 90 days of final adjournment of the General Assembly. Three times a year, an *Advance Code Service* is published, providing notes to cases and law reviews and statutory corrections and changes. Recent acts of the General Assembly are published in the *Advance Legislative Service*. The court rules volumes contain the annotated Indiana Rules of Procedure, which include fifteen sets of rules promulgated by the Indiana Supreme Court intended for statewide applicability, the local court rules of the four most populous counties, the local rules for the Indiana federal district courts and the rules for the Seventh Circuit Court of Appeals. The court rules are updated and replaced annually and supplemented once each year, to incorporate new rules and amendments and to add recent annotations.

## **EDITORIAL WORK PROVIDED**

### **Case Notes and Annotations.**

- Notes and references to cases, attorney general opinions, law review articles and collateral sources are created, catchlined and updated.
- Case notes are periodically shepardized to keep the annotations current.
- Case notes are reviewed in light of new legislation.

### **Acts.**

- Electronic versions of the acts are downloaded from the State's website and paper versions of the acts are also received from the State. The full text of amended sections appears in the acts and any change to the text of a section is indicated by engrossing marks. Electronic acts are verified against paper acts. Acts are reviewed, charted and charting is reviewed.

**Code Section Catchlines.**

- Catchlines for new sections are created; catchlines for amended sections are reviewed and modified where necessary.

**Act Editing and Notes.**

- Code section numbers are assigned by the Indiana General Assembly.
- Text is reviewed for misspellings, typographical errors, style, etc. Only obvious errors are changed and any changes made in the text of a code section are bracketed, with an explanatory compiler's note placed under the section.
- References to "this act," to other sections of an act, to incomplete code citations, to the popular names of State or federal legislation, or to the effective date of an act are translated in brackets in the text of the statute, or in compiler's notes following the section, as appropriate.
- Statute notes are created: amendment notes, effective date notes, compiler's notes, cross references. The treatment of multiple or conflicting amendments, delayed effective dates, uncodified provisions, or any important or unusual features of a law which would not be immediately apparent to the user from the statute text are indicated in compiler's notes.
- Multiple amendments and conflicting amendments are resolved.
- Delayed amendments are implemented when appropriate.
- Contingent legislation is tracked and implemented when the contingency is met.
- Deletion of old effective date, amendment, or other notes.
- Reference check of all references in new legislation and replacement volumes and references throughout the code are checked where affected by new legislation.
- Proofs are inspected.

**Repealed Sections.**

- Text is deleted and notes are reviewed and deleted or transferred to comparable new provisions, as appropriate.
- Notes are placed under repealed sections indicating the subject matter of the repealed sections and the location of present similar provisions.

**History Citations.**

- Updated or new history citations are created.

**Tables.**

- The code contains one volume of tables and tables are included at the beginning of many individual titles of the code. Among the tables included are tables of corresponding sections between current provisions and prior codifications of Indiana statutes, session law disposition tables and a table of effective dates for acts without effective date provisions.

## **Indices.**

- A two volume general index is replaced annually and indices are placed at the end of each title.

## **MICHIE'S KENTUCKY REVISED STATUTES ANNOTATED (Certified Version)**

The designation for the print version of Michie's Kentucky Revised Statutes has changed due to 1996 Kentucky Acts Chapter 46, effective January 1, 1997. *KRS 7.131* now establishes the Legislative Research Commission's internal electronic statutory database as the official version of the *Kentucky Revised Statutes*. By action of the Commission under *KRS 7.132*, the LexisNexis print version, which was an official edition of the statutes under prior law, has been designated as a certified version. Under *KRS 7.138(2)*, as amended, this certified print version continues to have the same status of admissibility in judicial and administrative proceedings in Kentucky that it had as an official version under prior law. LexisNexis and the State of Kentucky regularly compare our databases in part and in whole. Michie's *Kentucky Revised Statutes Annotated-Certified Version-Kentucky Rules Annotated* is annotated with relevant decisions of the State and federal courts and with opinions of the Attorney General. These rules are updated semiannually and replaced annually. Published quarterly is the *Advance Code Service*, providing annotations to the most current case law.

## **EDITORIAL WORK PROVIDED**

### **Case Notes and Annotations.**

- Case notes and collateral references are created, catchlined and updated.
- All case notes are shepardized.
- Case notes are reviewed in light of new legislation.

### **Acts.**

- Acts with full sections are received.
- Electronic acts are verified against paper acts.
- Acts are reviewed, charted and charting reviewed.

### **Rules.**

- Rules are gathered from both State and federal sources.
- Updates and amendments are obtained from the Supreme Court of Kentucky for State rules and from designated federal deputy clerks for federal rules.

### **Code Section Catchlines.**

- Catchlines for new sections are created by the Legislative Research Commission and implemented by LexisNexis; catchlines for amended sections are reviewed and modified as the Legislative Research Commission indicates.

#### **Act Editing and Notes.**

- The numbering of sections is verified.
- A table of enacted sections provided by the Legislative Research Commission is implemented.
- New text is merged into the existing section.
- Little editing is done to the text of sections.
- Text is reviewed for misspellings, typographical errors and style. Nonsubstantive changes are made upon State approval.
- Translations are made in the text of statutes for phrases such as “this act” and “effective date of this act.”
- Creation of statute notes: effective date notes, editor’s notes, cross references, delayed effective date (contingency) notes, compiler’s notes, etc.
- Delayed amendments are implemented when appropriate.
- Contingent legislation is tracked and implemented when the contingency is met.
- All internal references in new legislation and replacement volumes are checked for accuracy and references throughout the code are checked where affected by new legislation.
- Proofs are inspected.

#### **Repealed Sections.**

- Text is deleted and notes are reviewed and transferred or deleted as appropriate.
- Notes relating to the repeal and providing the location of present comparable sections are written.

#### **Transferred Sections.**

- Notes and text are transferred to the new location. New notes regarding the transfer are written for the old location.

#### **History Citations.**

- Updated or new history citations are created.

#### **Tables.**

- Various tables are provided to guide the user such as a Table of Chapters and Tables of Content.

#### **Indices.**

- Two volume General Index. Ready reference indices in each supplement. Separate index in each replacement volume.

## MICHIE'S ANNOTATED CODE OF MARYLAND

The *Annotated Code of Maryland* was originally enacted in 1957 and LexisNexis has been publishing it since that time. The copyright is in the name of Matthew Bender & Company, Inc. In addition to the Code volumes and supplements in *Michie's Annotated Code of Maryland*, LexisNexis publishes a quarterly *Advance Code Service* containing updated code and case note information, an *Advance Legislative Service* (a series of pamphlets issued throughout the legislative session as bills are passed into law) and *Maryland Rules Annotated*, updated semiannually and replaced annually.

## EDITORIAL WORK PROVIDED

### Case Notes and Annotations.

- Case notes are created, catchlined and updated.
- Case notes in supplements and replacement articles are shepardized.
- Case notes are reviewed in light of new legislation.

### Acts.

- LexisNexis receives acts as partial and full sections.
- Electronic acts are verified against paper acts.
- Acts are reviewed, charted and charting reviewed.

### Code Section Catchlines.

- Catchlines for new sections are created; catchlines for amended sections are reviewed and modified where necessary.
- Analyses for each unit (article/title).

### Act Editing and Notes.

- The numbering of sections is verified.
- Where partial text is received, it is merged into the existing section.
- Little editing is done to the text of sections except as directed by the State.
- Text is reviewed for misspellings, typographical errors and style. Changes are recommended to the State and implemented only upon State approval.
- Translations of phrases such as "this act" and "effective date of this act" are placed in notes as necessary.
- Selected House and Senate Resolutions are placed as notes.
- Creation of statute notes: amendment notes, editor's notes, cross references to other statutory provisions, delayed effective date (contingency) notes, etc.
- Multiple amendments and conflicting amendments are merged or set out separately, as appropriate, subject to State approval.
- Delayed amendments are set out separately and then implemented when appropriate.

- Contingent legislation is set out separately, tracked and implemented when contingency is met.
- Deletion of outdated editor's notes, amendment notes, or other notes.
- Reference check of all references in new legislation and replacement volumes and references throughout the code are checked for accuracy where affected by new legislation; changes are made pursuant to specific legislative authority.
- Proofs are inspected and submitted to the State for review.
- State proof review changes are implemented.

#### **Repealed Sections.**

- Text is deleted and notes are reviewed and transferred or deleted as appropriate.
- Notes relating to the repeal and providing the location of present comparable sections are written.

#### **Transferred Sections.**

- Notes and text are transferred to the new location. New notes regarding the transfer are written for the old location.

#### **History Citations.**

- Updated or new history citations are created.

#### **Tables.**

- A Tables Volume is replaced annually and contains a Table of Comparable Sections for Unnumbered Articles and a Table of Acts Codified Subsequent to 1951 (session law disposition table). Additionally, in each annual *Advance Legislative Service* series, there is a Table of Abbreviations as well as a Table of Sections Affected.

#### **Indices.**

- Annually replaced General Index to code and individual indices at the end of individual volumes.

### **ANNOTATED LAWS OF MASSACHUSETTS**

The Annotated Laws of Massachusetts (ALM) is an unofficial version of the General Laws of Massachusetts published in a hard cover set and on CD-ROM. All the laws of Massachusetts of a general and permanent nature are collected in 76 hardbound volumes, completely annotated and indexed by volume. A single hardbound volume contains the constitutions of Massachusetts and the United States, annotated and indexed. Three hardbound volumes feature the UCC with annotations and index. Certain selected special laws of Massachusetts are collected, annotated and indexed in three hardbound volumes. The ALM also includes the hardbound Massachusetts Code Research Guide, a single hardbound tables volume and a

hardbound set of Massachusetts Legislative Acts from 1994 through the present. Each of these volumes is updated via annual cumulative supplements and quarterly update pamphlets. A three volume, softbound General Index is published yearly and updated semi-annually. Massachusetts court rules are compiled and annotated in a two volume softbound set, which is replaced yearly and supplemented semi-annually.

Practice forms are integrated throughout the *ALM*. LexisNexis owns the copyright to the *Annotated Laws of Massachusetts*.

## **EDITORIAL WORK PROVIDED**

### **Case Notes and Annotations.**

- Case notes and collateral references are created, catchlined and updated.
- Case notes in supplements and replacement titles are shepardized.
- Case notes are reviewed in light of new legislation.
- Case notes and collateral references are provided to subscribers in annual supplements and in quarterly update service pamphlets.

### **Acts.**

- Receipt of acts (partial and full sections received).
- Electronic acts are verified against paper acts.
- Acts are reviewed, charted and charting reviewed.
- Legislative acts are provided to subscribers in the *Advance Legislative Service* issued monthly.

### **Code Section Catchlines.**

- The legislature generally provides catchlines for new sections or amended sections, where necessary. In cases of legislative inaction, LexisNexis provides bracketed catchlines for new or amended sections.
- Bracketed catchlines are prepared for repealed, renumbered, expired or transferred sections.

### **Act Editing and Notes.**

- The numbering of sections is verified.
- Where partial text is received, it is merged into the existing section.
- No editing is done to the text of sections.
- Text is reviewed for misspellings or typographical errors. Editorial notes are created to explain misspellings and typos.
- Creation of statute notes: amendment notes, effective date notes, editor's notes, cross references, delayed effective date (contingency) notes, etc.

- Multiple amendments and conflicting amendments are resolved.
- Delayed amendments are implemented when appropriate.
- Deletion of old effective date, amendment, or other notes.
- Proofs are inspected.

#### **Repealed Sections.**

- Text is deleted and notes are reviewed and transferred or deleted as appropriate.
- Notes relating to the repeal and providing the location of present comparable sections are written.

#### **Transferred Sections.**

- Notes and text are transferred to the new location. New notes regarding the transfer are written for the old location.

#### **History Citations.**

- Updated or new history citations are created.

#### **Tables.**

- There are tabled volumes detailing allocation of session laws and sections thereof.

#### **Indices.**

- General Index. Indices to individual volumes.

### **MICHIGAN COMPILED LAWS SERVICE**

*Michigan Compiled Laws Service (MCLS)* is an unofficial annotated version of the 1929 Michigan Compiled Laws (as amended), published since 1936. The MCLS follows the official codification scheme of the State. The set contains two volumes of court rules including *Michigan Court Rules* and the *Michigan Rules of Evidence*. Annotations in MCLS are also classified to the *Michigan Digest*, a 43 volume set, providing a comprehensive summary of cases affecting Michigan laws.

### **EDITORIAL WORK PROVIDED**

#### **Case Notes.**

- Case notes are created, charted, if appropriate and updated.
- Case note citations in supplements and replacement volumes are reviewed and tested prior to issuance.

#### **Acts.**

- Engrossed electronic acts received from the State are coded for inclusion in MCLS *Advance Legislative Service* pamphlets.
- Approval and file dates are added for each Public Act.

#### **Code Section Catchlines.**

- Catchlines for new sections are created from subsection captions.
- Prospective repeals or other effective date information is noted in catchlines where appropriate.

#### **Act Processing.**

- Creation of statute notes: amendment notes, effective date notes, editor's notes, cross references, etc.
- Amendments are merged into existing code sections.
- New code sections are added.
- Repeals of sections are executed.
- Editorial components, such as collateral research references, are added.

#### **Repealed Sections.**

- Text is deleted and notes are reviewed and transferred to a current section or deleted as appropriate.
- Notes relating to the repeal and describing the subject matter of the repealed sections are written.

#### **History Citations.**

- Updated or new history citations are created.

#### **Tables.**

- Tables show the disposition in MCLS of Public Acts from 1931 to the present.
- Individual cross reference tables are provided for some significant acts and rule compilations which have been reorganized.
- Each *Advance Legislative Service* pamphlet includes cumulative tables for the current legislative session which update the main tables. Also included are cumulative tables of MCLS sections affected, executive orders and executive reorganization orders, court rules and House and Senate bills enacted.

#### **Indices.**

- A comprehensive General Index covers the entire MCLS set.
- Individual indexes are included for most of MCLS's 30 titles.
- Each *Advance Legislative Service* pamphlet includes a cumulative index for the current legislative session. Approval and file dates are added for each Public Act.

**MISSISSIPPI CODE OF 1972 ANNOTATED**  
***(Published under contract)***

The Mississippi Code of 1972 Annotated has been published by LexisNexis since 1999. The State of Mississippi holds the copyright. The Mississippi Code of 1972 Annotated contains the complete text of the Code of 1972, as updated by annual legislation and as approved by the Mississippi Joint Legislative Committee on Compilation, Revision and Publication of Legislation.

In addition to the Code volumes and supplements in the Mississippi Code of 1972 Annotated, LexisNexis publishes a quarterly Advance Code Service containing updated Code and case note information, an Advance Legislative Service (or Advance Sheets) consisting of a series of pamphlets issued throughout the legislative session containing the full text of acts as they are passed into law and the Mississippi Court Rules Annotated, which is replaced annually and updated semi-annually.

**EDITORIAL WORK PROVIDED**

**Case Notes and Annotations.**

- Case notes, attorney general opinion notes, ethics opinion notes and collateral references (ALR, AmJur, CJS and law review notes) are created, catchlined and updated.
- Case notes in supplements and replace volumes are shepardized.
- Case notes are reviewed in light of new legislation.

**Acts.**

- LexisNexis receives acts as full sections.
- Electronic acts are downloaded from the Legislature's website.
- Acts are reviewed, charted and charting reviewed.

**Code Section Catchlines.**

- Catchlines for new sections are created; catchlines for amended sections are reviewed and modified where necessary.
- Catchlines for repealed or transferred sections are created.
- Analyses for each unit (title/part/chapter/subchapter) created.

**Code Section Placement.**

- New sections are given appropriate placement in the Code based on subject matter.
- Code section placements are submitted for approval to the Mississippi Joint Legislative Committee on Compilation, Revision and Publication of Legislation.

**Act Editing and Notes.**

- The numbering of sections is verified.

- Some editing is done to the text of sections, with approval of the Joint Legislative Committee.
- Text is reviewed for typographical errors and style. Changes are made after approval of Joint Legislative Committee.
- Internal translations are implemented: “this act”, “effective date of this act”, “Section 4 of this act.”
- Creation of statute notes: amendment notes, comparable legislation from other states, cross-reference notes, editor’s notes, federal aspect notes and Joint Legislative Committee notes.
- Multiple amendments and conflicting amendments are resolved.
- Delayed amendments are set out separately and then implemented when appropriate.
- Contingent legislation is set out separately, tracked and implemented when the contingency is met.
- Deletion of old effective date, amendment, or other notes.
- Reference check of all references in new legislation and replacement volumes and references throughout the code are checked where affected by new legislation.
- Proofs are inspected.
- Implementation of State responses to any questions raised during supplement production.

#### **Repealed Sections.**

- Text is deleted and notes are reviewed and transferred or deleted as appropriate.
- Notes relating to the repeal, providing the location of present comparable sections are written.

#### **Transferred Sections.**

- Notes and text are transferred to the new location. New notes regarding the transfer are written for the old location.

#### **History Citations (Sources).**

- Updated or new history citations are created.

#### **Tables.**

- The *Mississippi Code of 1972 Annotated* contains several tables published in the Statutory Tables volume of the Code. The tables include the following:
  - *Sections of the Code of 1930 carried into the Code of 1942.*
  - *Sections of the Code of 1942 carried into the Code of 1972.*
  - *Allocation of Acts of Legislature, 1931 - 1972.*
  - *Allocation of Acts of Legislature, 1972 - present.*

- *Consolidated Tables of amendments and repeals of 1942 Code sections.*
- *Consolidated Tables of amendments and repeals of 1972 Code sections.*

**Indices.**

- The Mississippi Code of 1972 Annotated is completely indexed in two soft cover
- Index volumes, which are updated and replaced annually.

**Delivery.**

- Delivery within 90 days after receipt by LexisNexis of all legislative enactments for the previous regular or extraordinary session of the legislature.

**REVISED STATUTES OF NEBRASKA ANNOTATED**

LexisNexis began publishing the *Revised Statutes of Nebraska Annotated* in 1995. The *Revised Statutes* consists of 28 volumes, containing the U.S. and Nebraska Constitutions, certain appendices (penalties, compacts, mortality tables), statutes divided into 90 chapters and the Uniform Commercial Code. The text of the Nebraska Constitution and statutes, source lines, cross references and reviser’s notes are produced from computer tapes provided by the Executive Board of the Legislative Council through the Reviser of Statutes. The *Revised Statutes* includes the *Research Guide to Nebraska Law*, written by Creighton University School of Law librarians and teachers of legal research, which reviews Nebraska law sources and provides guidance on frequently asked legal research questions. The *Revised Statutes of Nebraska Annotated* also includes a lexotone court rules volume, containing the rules of practice and procedure currently followed by the State and federal courts of Nebraska. The *Revised Statutes* also includes a comprehensive General Index, which is replaced annually and a tables volume. In the interim between supplements, LexisNexis provides an *Advance Code Service* through three pamphlets published quarterly, which includes more recent annotations as well as legislation from special sessions held after publication of the annual supplement.

**EDITORIAL WORK PROVIDED**

**Case Notes and Annotations.**

- Case notes, notes to Opinions of the Attorney General and collateral references (to Creighton Law Review, University of Nebraska Law Review and American Law Reports, 4<sup>th</sup> and 5<sup>th</sup> Series) are created, catchlined and updated.
- Case notes in supplements and replacement volumes are shepardized.
- Case notes are reviewed in light of new legislation.

**Acts.**

- LexisNexis receives a computer tape as well as paper copies of composite acts from the State. LexisNexis also receives a list of effects, an outline of chapter and article headings with section spans, a list of classification of penalties and upper level cross references.
- Electronic acts are verified against paper acts.
- Act Editing and Notes.
- The numbering of sections is verified.
- Effects are validated.
- Text is reviewed for misspellings, typographical errors and references. Any potential discrepancies are included in memos sent to the State.
- Statute notes are created: amendment notes and certain editor's notes summarizing uncodified provisions.
- Bracketed heads are inserted for postponed sections and sections scheduled for termination.
- Multiple amendments and conflicting amendments are resolved, with any questions being sent in memoranda to the State.
- LexisNexis deletes old effective date and amendment notes, editor's notes in replacement volumes after two years, amendment notes in replacement volumes and supplements after five years.
- A reference check is conducted for all references in new legislation and replacement volumes and reviews existing references throughout the code where affected by new legislation.
- Proofs are inspected.

**Repealed Sections.**

- Text is replaced with a repeal line, giving repealing act information. Case notes and research references are transferred or deleted as appropriate.
- Editor's notes are created to provide substance and history of repealed section.

**Transferred Sections.**

- Text and notes are transferred to the new location. Transfer lines are provided and, in the case of a major recodification, a comparative table of old and new sections is created.

**History Citations.**

- History citations are updated or new history citations are provided.

**Tables.**

- The Revised Statutes of Nebraska Annotated contains:

- Tables showing comparable provisions of the Compiled Statutes, 1929 and the Revised Statutes, 1943;
- Tables showing comparable provisions of the Code of Civil Procedure and Revised Statutes, 1943; and
- Dispositional tables, showing the disposition of legislative enactments from 1943 through the present, setting out the statutory citation for each section of the session laws and the date each became effective.
- There is also a table of catchlines and headings changed by the reviser where no substantive change was made to statutory text.

#### **Index.**

- The Revised Statutes of Nebraska Annotated contains a General Index.
- Each rules set in the Nebraska Rules of Court Annotated contains a separate index.

#### **LEXISNEXIS NEW HAMPSHIRE REVISED STATUTES ANNOTATED (Published under contract through 1999)**

LexisNexis contractually produced the New Hampshire statutes from 1955 through 1999. Since 1999 the company has independently produced the *LexisNexis New Hampshire Revised Statutes Annotated* containing 31 hardbound volumes. The *New Hampshire Court Rules Annotated* (1 softbound volume) is updated annually. LexisNexis also publishes the *New Hampshire Reports*, the official reporter of the Supreme Court of New Hampshire, under contract with the State.

#### **EDITORIAL WORK PROVIDED**

##### **Case Notes and Annotations.**

- Case notes and collateral references are created, catchlined and updated.
- Case notes in supplements and replacement titles are shepardized.
- Case notes are reviewed in light of new legislation.

##### **Acts.**

- LexisNexis receives electronic as well as paper copies of acts (in their entirety as well as partially amended text.)
- Electronic acts are verified against paper acts.
- Acts are first reviewed and charted and then the charting is in turn reviewed.

##### **Code Section Catchlines.**

- Catchlines are within the domain of the State legislature; editorial does not play a role in their creation.

#### **Act Editing and Notes.**

- The numbering of sections is verified.
- Where partial text (amended text) is received, it is merged into the existing section.
- Little editing is done to the text of sections.
- Text is reviewed for misspellings, typographical errors and stylistic errors.
- Nonsubstantive changes are made, upon State approval, with revision notes.
- Statute notes are created: amendment notes, effective date notes, editor's notes, cross references and delayed effective date (contingency) notes.
- Multiple amendments and conflicting amendments are resolved.
- Delayed amendments are implemented when appropriate.
- Contingent legislation is tracked and implemented when the contingency is met.
- Deletion of old effective date, amendment, or other notes.
- LexisNexis conducts a reference check of all internal references in new legislation and replacement volumes and reviews existing references throughout the code where affected by new legislation.
- Proofs are inspected.

#### **Repealed Sections.**

- Text is deleted and notes are transferred or deleted as appropriate.
- Notes relating to the repeal and providing the location of present comparable sections are written.

#### **Transferred Sections.**

- Notes and text are transferred to the new location. New notes referencing the transfer are written for the old location.

#### **History Citations.**

- History citations are updated or new history citations are provided.

#### **Tables.**

- The *LexisNexis New Hampshire Revised Statutes Annotated* includes a Disposal Table (Table of Disposition) and Legislative Update (for the current year's legislation only).

#### **Indices.**

- The *LexisNexis New Hampshire Revised Statutes Annotated* contains a General Index as well as a Special Index (for the current year's legislation).

## MICHIE'S ANNOTATED STATUTES OF NEW MEXICO

**(Published under contract from 1978 to 2003; presently published by the state)**

Supported by 25 years of statutory publishing experience in New Mexico, LexisNexis launched the publication of *Michie's Annotated Statutes of New Mexico* in 2004. This publication is a hardbound volume set with annual pocket part supplements and Replacement Volumes. LexisNexis also launched publication of a quarterly Advance Service and the 3 volume Annotated Rules of New Mexico, which will be published annually with a mid-year supplement.

### **EDITORIAL WORK PROVIDED**

#### **Case Notes and Annotations.**

- Case notes and collateral references are created, catchlined and updated throughout the year.
- Case notes are shepardized and annotations reviewed in light of subsequent history.
- Case notes are reviewed in light of new legislation.

#### **Acts.**

- LexisNexis receives paper copies of acts.
- LexisNexis receives the full text of acts from the state with chapter numbers preassigned.
- Acts are reviewed, charted and charting reviewed. Electronic acts are verified against paper acts.

#### **Code Section Catchlines.**

- Catchlines are created for old sections that do not have catchlines. Modern sections have designated catchlines.
- Act Editing and Notes.
- Section numbers are verified for accuracy. Any corrections are inserted in brackets and include an explanatory compiler's note.
- Delayed amendments are implemented as appropriate.
- Multiple and conflicting amendments are reconciled pursuant to state directives.
- Creation of statute notes, amendment notes, effective date notes, cross references, compiler's notes and notes marking appropriations, temporary provisions and applicability.
- Notes for resolutions are placed under the appropriate section.
- Acts are verified through a series of cross checks of tables and forms.
- Reference check of all references throughout the code resulting from new legislation.

- Imbedded act translations are inserted within brackets in the text.
- Proofs are inspected.

#### **Repealed Sections.**

- Text is deleted and notes are transferred or deleted as appropriate.
- Notes relating to the repeal and providing the location of present comparable sections for repealed sections are written.

#### **Transferred Sections.**

- Notes and text are transferred to the new location. New notes referencing the transfer are written for the old location.

#### **History Citations.**

- Comprehensive historical citations are created and added to new and amended sections.

#### **Tables.**

- The Statutes contain several tables, most notably the Table of Dispositions (including tracebacks), Table of Sections Affected, Table of Adjournment Dates of the Legislature and the Table of Corresponding Sections for Revised Provisions. (House Bills and Senate Bills to Chapter Numbers).

#### **Indices.**

- *Michie's Annotated Statutes of New Mexico* contains a General Index, which is revised and reprinted annually to reflect new legislation and changes in code section locations, an Index of Short Titles of Acts and an Index of State Funds.

#### **NEVADA REVISED STATUTES ANNOTATED**

LexisNexis began publishing the *Nevada Revised Statutes Annotated* in 1986. The copyright is held by Matthew Bender & Company. The regular session of the legislature occurs only in odd numbered years and the cumulative supplement is therefore produced every other year. The *Nevada Court Rules Annotated* is updated semiannually and replaced annually. An *Advance Service* is published three times a year and contains primarily annotations to the most recent case law and Attorney General's opinions. It also occasionally contains statutes that have been updated since publication of the last supplement.

#### **EDITORIAL WORK PROVIDED**

**Case Notes and Annotations.**

- Case notes and collateral references of Attorney General's Opinions are created, catchlined and updated.
- Case notes in supplements/replacement titles are shepardized regularly throughout the year.
- Case notes are reviewed in light of new legislation.

**Acts.**

- Acts are downloaded from a State web site (full sections received).
- Electronic acts are verified against paper acts.
- Acts are reviewed, charted and charting reviewed.

**Code Section Catchlines.**

- Catchlines are created and/or updated by the State.

**Act Editing and Notes.**

- The numbering of sections is verified.
- Little editing is done to the text of sections and any substantive changes are made and communicated to LexisNexis by the State.
- Text is reviewed for misspellings, typographical errors and style. Nonsubstantive changes are made, with explanatory editor's notes.
- Creation of statute notes: amendment notes, effective date notes, editor's notes, cross references, delayed effective date (contingency) notes, etc.
- Multiple amendments and conflicting amendments are resolved according to State instructions.
- Delayed amendments are implemented when appropriate.
- Contingent legislation is tracked and implemented when the contingency is met.
- Deletion of old effective date, amendment, or other notes for replacement volumes.
- Reference check of all references in new legislation and replacement volumes and references throughout the code are checked where affected by new legislation.
- Proofs are inspected.

**Repealed Sections.**

- Text is deleted and notes are reviewed and transferred or deleted as appropriate.
- Notes relating to the repeal and locating present comparable sections are written.

**Transferred Sections.**

- Notes and text are transferred to the new location. New notes regarding the transfer are written for the old location.

**History Citations.**

- Updated or new history citations are created.

**Tables.**

- Table of sections repealed or expired; Table of sections transferred; Table of Disposition of Acts.

**Indices.**

- Two-volume, softbound, General Index.

**NEW YORK CONSOLIDATED LAWS SERVICE**

The *New York Consolidated Laws Service* is a proprietary code. The copyright is held by LexisNexis. The Code consists of 143 hardbound volumes and includes legal business pleading and practice forms integrated with the statutes

**EDITORIAL WORK PROVIDED****Case Notes and Annotations.**

- Case notes and collateral references are created, catchlined and updated.
- Case notes in supplements and replacement titles are cite checked.
- Case notes are reviewed in light of new legislation.
- Newly generated case notes are provided in both the supplement and the *Quarterly Update Service*.

**Acts.**

- LexisNexis receives a computer tape as well as paper copies of acts (in their entirety) from the State.
- Electronic acts are verified against paper acts.
- Acts are first reviewed and charted and then the charting is in turn reviewed.

**Code Section Catchlines.**

- Catchlines are within the domain of the State legislature; editorial does not play a role in their creation.
- Bracketed statements are created for repealed, renumbered, expired or transferred sections.

**Act Editing and Notes.**

- The numbering of sections is verified.
- Where partial text (amended text) is received, it is merged into the existing section.
- No editing is done to the text of sections.
- Text is reviewed for misspellings and typographical errors. Footnotes are created to explain such errors.

- LexisNexis creates statute notes: amendment notes, effective date notes, editor's notes, cross references and delayed effective date (contingency) notes.
- Multiple amendments and conflicting amendments are resolved pursuant to advice from the New York Legislative Bill Drafting Commission.
- Delayed amendments are implemented when appropriate.
- Old effective date, amendment, or other notes are deleted.
- Proofs are inspected.

#### **Repealed Sections.**

- Text is deleted and notes are edited and transferred or deleted as appropriate. Notes relating to the repeal and providing the location of present comparable sections are written.

#### **Transferred Sections.**

- Notes and text are transferred to the new location. New notes referencing the transfer are written for the old location.

#### **History Citations.**

- History citations are updated or new history citations are provided.

#### **Indices.**

- The *New York Consolidated Laws Service* contains a General Index as well as individual volume indices.

### **GENERAL STATUTES OF NORTH CAROLINA**

#### **(Published under contract)**

LexisNexis has published a code in North Carolina since 1925. The *General Statutes of North Carolina* was first published in 1944 in bound volumes. Between 1983 and 1990 it was converted to a semi-loose-leaf code published in binders and was produced in this format until December 1999, when it was issued in a softbound replacement code format, to be replaced in every odd year, with an interim supplement in even years. The copyright is held by Matthew Bender & Company, Inc. LexisNexis also publishes the *Annotated Rules of North Carolina* and its supplement and the *North Carolina Rules of Civil Procedure and Evidence*, the *Advance Annotation Service* and an *Advance Legislative Service*.

#### **EDITORIAL WORK PROVIDED**

### **Case Note and Annotations.**

- All published cases arising in North Carolina (state and federal), Attorney General opinions and law reviews are read and case notes are created, catchlined and updated.
- Existing annotations are shepardized.

### **Acts.**

- LexisNexis receives raw paper acts and electronic versions of the acts (in their entirety as well as just the amended text) from the State's General Assembly.
- Acts are first reviewed and charted, by recording what each section of each act does, which code sections are affected and the effective date for each change. Preliminary section assignments are made for the placement of notes related to uncodified provisions of the acts. Charts are sent to the Reviser of Statutes for review.
- LexisNexis reviews each chart entry for remarks by the Reviser of Statutes and implements additional notes or changes marked on the charts.

### **Act Editing and Notes.**

- Amendments are compared against current sections to ensure that the legislature has not inadvertently omitted any prior amendments by drafting to an older version of the statute.
- Text is reviewed for misspellings, grammatical errors and errors in capitalization and punctuation. Also, definition sections are alphabetized, catchlines are reviewed for accuracy and references are scanned for sections that should be changed to General Statute cites.
- Sections are identified which have been amended by more than one act during the same Session, as well as other anomalies and these instances are brought to the attention of the Reviser of Statutes for resolution.
- References are checked for accuracy in light of new legislation.
- Editor's notes are created, which alert users to unusual dates, transferred sections, irregularities, uncodified provisions and supply other useful information. Old editor's notes are deleted, working under the direction of the Reviser of Statutes.
- Amendment notes are created and added, signaling changes made pursuant to recent legislation. Old amendment notes are deleted.
- Cross references are created, guiding users to related subject matter.
- Notes are added which alert the user to "local modifications" to specific sections.
- In cases of legislation with delayed effective dates, sections (or parts of sections) are set out twice (or more, as appropriate) and parentheses are added in the catchlines to bring those provisions to the user's attention. Where there are delayed dates or multiple sections, "continued lines" are added to alert the user.
- Sections are deleted that have become obsolete by way of delayed dates.

- Comments to uniform acts are included that have been added or revised in the legislative session.

#### **Repealed Sections.**

- Text is deleted and historical citations and case notes are transferred or deleted as appropriate.

#### **Transferred Sections.**

- Text is transferred to the new location. Case notes are reviewed and moved when appropriate.

#### **History Citations.**

- Historical cites, which list all the acts that have affected a section, are updated.

#### **Tables.**

- The *General Statutes of North Carolina* contains tables prepared by LexisNexis that reflect which sections are affected by each piece of legislation and how they are affected.

#### **Indices.**

- The *General Statutes of North Carolina* contains a General Index prepared by LexisNexis.

#### **Delivery.**

- Delivery within 90 days of receipt of all acts to be codified.

### **NORTH DAKOTA CENTURY CODE ANNOTATED**

#### **(Published under contract)**

The *North Dakota Century Code Annotated* was first published in 1959 under contract with the state and the copyright is held by the state. The code consists of 22 hardbound volumes, containing the official state statutes. Separate Lexotone volumes contain a General Index and *North Dakota Court Rules Annotated*.

### **EDITORIAL WORK PROVIDED**

#### **Case Notes and Annotations.**

- All published cases in North Dakota (state and federal) and law reviews from North Dakota law schools are read and annotations created. Case annotations are reviewed in light of new legislation.

**Acts.**

- LexisNexis receives paper acts from the state. Acts are reviewed and charted, by recording what each act does, which section it affects and the effective date. Charts are sent to the State Reviser for review. Text is reviewed for misspellings, grammatical errors and errors in numbering, capitalization, punctuation and internal references. Definition sections are alphabetized and catchlines are reviewed for accuracy. LexisNexis makes suggestions for any of these areas to the state.
- LexisNexis receives from the state a computer tape of the sections affected by the legislation.

**Act Editing and Annotations.**

- Acts are reviewed for section assignments and other changes or notes provided by the Reviser for inclusion in the text by LexisNexis.
- LexisNexis creates and adds editor's notes, which alert users to unusual dates, transferred sections, irregularities and supply other useful information.
- LexisNexis creates effective date notes and provides cross-references.
- Multiple amendments and conflicting amendments are merged by the State Reviser and reviewed by LexisNexis.
- In cases of legislation with delayed effective dates, sections are set out twice and parentheticals are placed in the catchline to attract the user's attention.
- Derivation notes indicating the source provisions for current sections are created upon request from the Reviser.
- LexisNexis sends a memorandum delineating all suggested changes to the state and implements any approved changes.
- LexisNexis reviews all statutory references for changes due to current legislation; adds editor's notes where necessary to indicate that a statutory reference is repealed or incorrect.
- Proofs are inspected.

**Repealed Sections.**

- Text is deleted and case notes and editor's notes are transferred or deleted as appropriate.
- Notes relating to the repeal and providing the location of present comparable sections are written, when appropriate.

**Transferred Sections.**

- Text is transferred to the new location. Case notes and editor's notes are transferred or deleted as appropriate.

**History Citations.**

- Historical citations are created and updated.

**Tables.**

- The *North Dakota Century Code Annotated* contains tables that show each section affected by each piece of legislation and how it is affected.
- Each ALS series contains a summary of Enrolled Acts and Table of Sections Added, Amended, or Repealed.

**Indices.**

- The *North Dakota Century Code Annotated* contains a General Index, which is updated and republished with each supplement.
- Each set of court rules in the court rules publications contains a separate index.
- ALS pamphlets also contain an index.

**Delivery.**

- Delivery within 90 days of receipt of last act from legislature.

**NORTHERN MARIANA ISLANDS COMMONWEALTH CODE****(Published under contract)**

In 2004, LexisNexis was awarded the contract to publish the *Northern Mariana Islands Commonwealth Code*. The 5-volume hardbound set replaces the Commonwealth's 4-volume looseleaf set. The set includes the full Code with case annotations and Commission comments as well as Documents Relating to the Trust Territory and Documents Relating to the Commonwealth (including the Constitution of the Northern Mariana Islands).

**EDITORIAL WORK PROVIDED**

The Commonwealth provides LexisNexis WordPerfect files which are reformatted by the LexisNexis editorial staff in conjunction with the Executive Director of the Commonwealth. Page proof is provided to the Commonwealth for review with suggested changes queried by the LexisNexis editorial staff. Corrections are implemented as needed. LexisNexis prints and binds the Code.

**Delivery**

- Delivery is required 3 months from the receipt of electronic files from the Commonwealth.

## PAGE'S OHIO REVISED CODE ANNOTATED

Page's *Ohio Revised Code Annotated* has been published by LexisNexis and its predecessor company Anderson Publishing Company since 1887. *Page's Ohio Revised Code Annotated* contains the certified text of the Revised Code to date.

In addition to the Code volumes and annual supplements in *Page's Ohio Revised Code Annotated*, LexisNexis publishes a *Bulletin* service containing new legislation, an annual Rules Governing the Courts of Ohio pamphlet, an annual General Index to the Ohio Constitution, Revised Code and Court Rules and an Ohio Case Locator.

### EDITORIAL WORK PROVIDED

#### Case Notes and Annotations.

- Case notes, attorney general opinion notes, ethics commission decisions, election commission decisions and collateral references are created, catchlined and updated.
- Case notes in supplements and replacement volumes are shepardized.
- Case notes are reviewed in light of new legislation.
- References to comparative legislation from states adjacent to Ohio and other selected states are included.

#### Acts.

- LexisNexis receives acts in full sections.
- Electronic acts are verified against paper acts.
- Acts are reviewed and charted.

#### Code Section Catchlines.

- Where new sections are added to the Revised Code without official headings, descriptive headings are supplied by the publisher's editorial staff. When sections are amended, catchlines are modified if necessary. Chapter headings are supplied by the publisher where they are not officially supplied.

#### Act Editing and Notes.

- The numbering of sections is verified.
- Minimal editing is done to the text of the statutes. Where what appears to be errors in the official text of the law occurs, the publisher reproduces the error but with appropriate notations and explanations.

#### Repealed Sections.

- Text is deleted and notes are reviewed and transferred or deleted as appropriate. Notes relating to the repeal and providing the location of present comparable sections are written, when appropriate.

**Renumbered Sections.**

- Notes and text are transferred to the new location. Explanatory notes are provided at the former location and the former section number is noted in the History.

**History Citations.**

- Complete Histories, dating back to the 1800's, are provided and the effective dates of amendments are provided in most cases.

**Indices.**

- There is an annual General Index. Each volume contains its own index in the back, with a Quick-Reference index in the front.

**PUERTO RICO****(Published under contract)**

The Laws of Puerto Rico Annotated (Leyes de Puerto Rico Anotadas), published in both Spanish and English, was first published in 1952 by Equity Publishing Company of Stony Brook, New York. LexisNexis began publishing the Laws of Puerto Rico Annotated (Leyes de Puerto Rico Anotadas) in 1995. The annotated code contains the laws and rules of Puerto Rico of a general and permanent nature from 1900 through today. The copyright is held by the Secretary of State of Puerto Rico. LexisNexis also publishes the Laws of Puerto Rico (Session Laws) in both Spanish and English.

**EDITORIAL WORK PROVIDED.**

LexisNexis provides the following editorial services under the contract:

**Case Notes and Annotations.**

- Case notes and collateral references are created, catchlined, and updated.
- Case notes are reviewed in light of new legislation.

**Acts.**

- LexisNexis receives acts in both Spanish and English throughout the year, primarily in paper form. The acts are scanned and proofread.

**Code Section Catchlines.**

- LexisNexis creates catchlines for new sections when not provided by the State in the act itself; catchlines for amended sections are reviewed and modified where necessary.
- Catchlines for repealed sections are created.

### **Act Editing and Notes.**

- All acts are classified and charted by the Analyst. The acts are then coded by the editors to be loaded into the database. Amendment notes are generally written by the editors. Other statute notes are written by the Analyst as needed.

### **Repealed Sections.**

- If a section is repealed, the existing section head is deleted and replaced with the information of the repealing act. All text and notes are deleted, except for case notes which are retained for historical purposes.

### **Transferred Sections.**

- We do not have transferred sections. At times, the Analyst will reclassify sections in order to accommodate the enactment of new sections. When sections are reclassified, all text and notes are moved and a note is placed at the old and new locations.

### **History Citations.**

- Sections are all followed by the section's full legislative history.

### **Indices.**

- The Puerto Code in Spanish contains a one volume index, produced by an editor within the PR team. The Code in English contains a two volume index produced by the indexing department.

### **Delivery.**

- The Spanish cumulative supplement is published in June, while the English cumulative supplement is published in November.

## **GENERAL LAWS OF RHODE ISLAND (Published under contract)**

The *General Laws of Rhode Island* was first published in 1956 and the copyright is held by LexisNexis for the cumulative supplement. LexisNexis also publishes the *Rhode Island Rules Annotated* and the *Rhode Island Rules of Evidence*, as well as the *Rhode Island Public Laws*.

## **EDITORIAL WORK PROVIDED**

### **Case Notes and Annotations.**

- Case note and collateral references are annotated, catchlined and updated (year round).
- Case notes are shepardized and annotations reviewed in light of subsequent history.
- Case notes are reviewed in light of new legislation.

### **Acts.**

- LexisNexis receives signed acts in their entirety with chapter numbers assigned from the State.
- Acts are first reviewed and charted and then the charting is reexamined.

### **Code Section Headings.**

- Although sections come with headings already assigned, LexisNexis is able to edit for improvement.

### **Act Editing and Notes.**

- During preparation for replacement volumes and the supplement, LexisNexis provides detailed and comprehensive editing to ensure consistency throughout the code in such areas as gender neutrality, internal designation schemes and internal references and federal act references. LexisNexis also deletes or otherwise rewrites obsolete and stilted or outmoded statute text. Substantive changes are detailed in a memorandum, which is the basis for a yearly reviser's bill.
- During supplement editing, obvious errors are corrected and substitutes used for "this act" and similar phrases. Any changes are treated in compiler's notes.
- Multiple and conflicting amendments are resolved.
- Delayed enactments, amendments and repeals are implemented when appropriate.
- Statute notes are created: no amendment notes, but effective date notes and compiler's notes.
- Deletion of old effective date notes upon reenactment or when appropriate.
- Proofs are inspected and submitted to the State for review.
- Changes made by the State are examined and implemented.

### **Repealed Sections.**

- Text is deleted and notes are transferred or deleted as appropriate.
- Notes relating to the repeal providing the location of present comparable sections are written.

### **Transferred Sections.**

- Notes are transferred to the new location. New notes referencing the transfer are written for the old location and the new location.

#### **History Citations.**

- History citations are created and added to new and amended sections.

#### **Tables.**

- The General Laws of Rhode Island contains a Table of Sections Affected in each supplement, Tables of Corresponding Provisions when statutes are revised and a Table of Disposition.

#### **Indices.**

- The *General Laws of Rhode Island* contains a comprehensive Index, updated annually. Ready reference indices are also created and updated for the code.

#### **Delivery.**

- Delivery within 90 days of receipt of last acts from legislature.

### **TENNESSEE CODE ANNOTATED (Published under contract)**

LexisNexis is the official publisher of *Tennessee Code Annotated*, published under contract with the Tennessee Code Commission. Related print publications include *Tennessee Court Rules Annotated*. This softbound volume is replaced annually, updated semiannually and contains all major statewide judicial rules, as well as selected rules from Davidson, Hamilton, Knox and Shelby counties. *The Tennessee Court Rules Annotated* is fully annotated with case and collateral reference notes. *Tennessee Advance Legislative Service*, a reprint of all Public Chapters received, is published in approximately four-week intervals during and immediately following the legislative session. *Tennessee Advance Code Service* is published three times a year and contains the most recent court rules, case annotations, collateral references and updates and corrections to the Code.

### **EDITORIAL WORK PROVIDED**

#### **Case Notes and Annotations.**

- Every State and federal judicial decision is read and annotations relating to Tennessee code sections, rules and provisions of the State and federal constitutions are created.
- Selected treatises, as well as the four major Tennessee law school law reviews, are read and annotations created.

**Acts.**

- LexisNexis receives copies of every Public Chapter from the Code Commission.
- Under the authority granted to the Code Commission by Tennessee Code Annotated § 1-1-108, as delegated to LexisNexis by contract, LexisNexis legal analysts edit the Public Chapters for style and substance.
- “Stylistic” editing involves conforming the acts to the traditional Tennessee Code Annotated style. Most of these stylistic conventions are set out in the Office of Legislative Services’ style manual. A major stylistic project has been the gender-neutralization of the Tennessee Code Annotated, which has been phased in as volumes have been replaced.
- “Substantive” editing involves correction of actual errors in the text. An experienced legal analyst reads every act for accuracy, sense and context. Unlike stylistic changes, all substantive changes must be individually approved by the State.
- Legal analysts make a determination of the effective date of each act and add section catchlines or edit existing catchlines, as necessary.

**Statutory Notes.**

- For its annual supplement products, amendment notes and effective date notes are written to explain the effects of each act.
- Compiler’s notes are written to explain the effects of many uncodified provisions.
- Cross reference notes and section-to-section reference notes are added for the user’s convenience.
- Notes are created to explain the deletion of transferred, repealed and obsolete sections.
- Comprehensive historical citations are generated electronically for each Tennessee Code Annotated section.

**Supplements and Replacement Volumes.**

- Each year’s Public Chapters (typically 500 to 550) are received electronically via Tennessee’s FTP site.
- After editing, the Public Chapters and any new notes are programmatically merged into the existing Tennessee Code electronic database.
- Within 80 days of the receipt of the last electronic Public Chapter, LexisNexis ships to its customers: replacement volumes (usually four per year), pocket part supplements for each non-replacement volume, a volume containing tables designed to facilitate legislative research and a three-volume, soft cover General Index.
- Volumes are replaced based on size and extent of legislation, typically every 5-10 years.
- The general index is extensively revised and updated each year by LexisNexis’ experienced indexing staff. Within a month of the shipment of the annual supplement package, LexisNexis ships the Tennessee Code Annotated electronically on the

*Tennessee Law on Disc* and also sends updated electronic tapes to the major electronic research services.

**Tables.**

- The Tennessee Tables volume most notably includes the Session Laws Disposition Table, Table of Parallel Sections from prior codes, Code Changes since 1955 and the Table of County and Municipal Populations.

**Delivery.**

- Delivery within 80 days of receipt by LexisNexis of all enactments from the previous regular or extraordinary session, including the computer tape of the enactments.

**TEXAS ANNOTATED DESKTOP CODE SERIES**

The Texas Annotated Desktop Code Series is an eight-volume, softbound series, comprised of the following volumes:

- Texas Annotated Civil Practice and Remedies Code
- Texas Annotated Court Rules
- Texas Annotated Family Code
- Texas Annotated Business and Commerce Code
- Texas Annotated Property Code
- Texas Annotated Labor and Employment Code (2 volumes sold as a set)
- Texas Annotated Intellectual Property Handbook

In addition to the topical code that is the central focus of each volume, each book also contains materials selected from a variety of other codes, chosen for their usefulness to the practitioner. For example, the Texas Annotated Family Code includes not only the entire Family Code, but also pertinent portions of the Texas Constitution, the Penal Code, the Property Code and others. The design of the books is intended to promote portability and quick access to those statutes most needed by practitioners in these individual areas.

This series also features a selective annotation process. The casenotes included in each volume come from cases identified by the Shepard's Citator Service. The Shepard's service has identified each case annotated in these volumes with a distinctive letter, so that each volume contains notes only to cases with significant references to the statutes cited in the appropriate code section. The statutes are fully annotated online.

The set will be replaced yearly, with new casenotes to be added in years when there is no legislative session.

## **EDITORIAL WORK PROVIDED**

### **Case Notes and Annotations.**

- Case notes are created and filtered for inclusion in these volumes.

### **Acts.**

- Acts are downloaded from the State's website.
- Electronic acts are verified against paper acts.
- Acts are reviewed and charted and the charting is reviewed.

### **Code Section Catchlines.**

- Catchlines for new sections are created by the State.

### **Act Editing and Notes.**

- The numbering of sections is verified.
- Where partial text is received, it is merged into the existing section.
- Text is reviewed for misspellings, typographical errors and style. "This Act" and "effective date of this act" are translated as directed by the State, which generally includes such translations in the following year's corrections bill.
- Notes are created explaining delayed or retroactive effective dates, contingent effective dates and other legislative matters as appropriate.
- Multiple amendments and conflicting amendments are resolved by the editorial staff; Texas has no code revisor to perform such resolutions.
- Delayed amendments are implemented when appropriate.
- Contingent legislation is tracked and implemented when the contingency is met.
- Old effective date notes are deleted as appropriate.
- Proofs are inspected.

### **Repealed Sections.**

- Text is deleted and notes are reviewed and transferred or deleted as appropriate.

### **Transferred Sections.**

- Notes and text are transferred to the new locations.

### **History Citations.**

- History citations are included for the legislative year 1991 and each legislative year that followed.

### **Tables.**

- Future editions of the volumes in this series will include a Table of Sections Affected and a Table of Disposition pertaining to the sections included in each volume.

### **Indices.**

- An index appears at the end of each volume, except the two-volume Labor and Employment set, which includes its index at the end of the second volume.

**Contact.**

- The editorial staff has a contact at the Office of the Secretary of State who will provide the list of act chapter numbers for each legislative session.

**UTAH CODE ANNOTATED**

The *Utah Code Annotated* was purchased from the Allen Smith Company in the mid-1980's. The 28-volume set includes constitution, tables, citator and general index volumes. It is supplemented annually by the cumulative supplement (pocket-part volume updates) and three times a year by the *Advance Code Service*. Approximately five volumes are replaced annually. The copyright is with LexisNexis. Acts and other legislative material are available via the State's internet/FTP site for access and downloading. The State provides LexisNexis with hard copy of acts passed by the legislature, as well as access to their FTP site for downloading all acts and, later, multiply-amended sections that have been merged and/or reconciled by the Office of Legislative Research and General Counsel (OLRGC). The State maintains a separate, independent database of the Code (and makes it available on the Internet). LexisNexis also publishes another version of the Utah statutes without annotations. In 1993, Other Utah LexisNexis products include the annual *Advance Legislative Service* (printing all the acts and selected resolutions of each annual session), the annual *Utah Court Rules Annotated* (supplemented mid-year), the *Utah Code Unannotated*, a five-volume, lexotone-bound set replaced annually and the *Utah Administrative Code*, a 10-volume, lexotone-bound set supplemented at mid-year and replaced annually.

**EDITORIAL WORK PROVIDED**

**Case Notes and Annotations.**

- Case notes and collateral references are created, catchlined and updated.
- Case notes are shepardized.
- Case notes are reviewed in light of new legislation.

**Acts.**

- Full sections are received.
- Electronic acts are verified against paper acts.
- Acts are reviewed, charted and charting reviewed.

**Code Section Catchlines.**

- Catchlines are created and amended by the Office of Legislative Research and General Counsel. LexisNexis editorial staff reviews catchlines of all new and amended material and suggests changes to the OLRGC for approval.

#### **Act Editing and Notes.**

- The numbering of sections is verified.
- Inconsistencies or errors are pointed out to the OLRGC for correction or inclusion in the next year's Reviser's Bill.
- Little editing is done to the text of sections.
- Text is reviewed for misspellings, typographical errors, style and correct internal references. Nonsubstantive changes are made and obvious errors are corrected, upon approval by the OLRGC; additional errors, incorrect references, etc. are noted for inclusion in next year's Reviser's Bill and noted in Compiler's Notes.
- Legislation is implemented or augmented as follows:
- Translations of phrases such as "this act" and "effective date of this act" are placed in notes. This is also true of renumbered references, federal law references, references to session laws.
- Creation of statute notes: amendment notes, effective date notes, compiler's notes, cross references, delayed effective date (contingency) notes, etc.
- Multiple amendments and conflicting amendments are resolved by the OLRGC.
- Delayed amendments are implemented when appropriate.
- Contingent legislation is tracked and implemented when the contingency is met.
- Deletion of old effective date, amendment, or other notes.
- Reference checks are performed for all internal references in new legislation and replacement volumes and references throughout the code are checked where affected by new legislation.
- Proofs are inspected.

#### **Repealed Sections.**

- Text is deleted and notes are reviewed and transferred or deleted as appropriate.
- Notes relating to the repeal and providing the location of present comparable sections are written.

#### **Transferred Sections.**

- Notes and text are transferred to the new location. New notes regarding the transfer are written for the old location.

#### **History Citations.**

- Updated or new history citations are created; renumbering information is added.

**Tables.**

- The Tables Volume includes Tables of Corresponding Code Sections for Revised Statutes 1933 and 1943 to Code of 1953; Revised Statutes 1898 and Compiled Laws 1907 to Code of 1953; and Table of Session Laws from 1919 to the present. Tables of major statutory renumberings are included within the code in the affected chapter or title.

**Indices.**

- Two-volume General Index; one-volume index in unannotated code; Indices to all rule sets in court rules; general index for administrative code.

**VERMONT STATUTES ANNOTATED****(Published under contract)**

LexisNexis and its predecessors have published the *Vermont Statutes Annotated* since 1959 under contract with the State of Vermont. The copyright is in the name of the State. LexisNexis has also published the *Vermont Reports* (the official text of the opinions of the Vermont Supreme Court, with headnotes created by LexisNexis) and the *Vermont Court Rules Annotated* since the early 1960's. The code consists of 28 hardbound volumes plus a cumulative supplement. LexisNexis also publishes the *Vermont Rules of Evidence* and *Vermont Environmental Law Annotated*.

**EDITORIAL WORK PROVIDED****Case Notes and Annotations.**

- Case notes and collateral references are created, catchlined and updated.
- Case notes are shepardized.
- Case notes are reviewed in light of new legislation.

**Acts.**

- LexisNexis receives full sections of acts as well as just the amended text of sections from the State.
- Electronic acts are verified against paper acts.
- Acts are first reviewed and charted and then the charting is reexamined.

**Code Section Catchlines.**

- Although catchlines are already present on acts, LexisNexis may edit as necessary, subject to State approval.
- Catchlines for repealed or transferred sections are created.

**Act Editing and Notes.**

- The numbering of sections is verified.

- Where partial text is received, it is merged into the existing section.
- Text is reviewed for misspellings, typographical errors, accuracy of records and style. Nonsubstantive changes are made, upon State approval, with explanatory Revision notes.
- Statute notes are created: amendment notes, effective date notes, Reviser's notes, editor's notes, cross references and delayed effective date (contingency) notes, among others.
- Multiple amendments and conflicting amendments are resolved.
- Delayed amendments are implemented when appropriate.
- Contingent legislation is tracked and implemented when the contingency is met.
- All references in new legislation and replacement volumes are checked for accuracy.
- Proofs are inspected and submitted to the State for review.
- State proof review changes are implemented.

**Repealed (Terminated, Expired) Sections.**

- Text is deleted and notes are reviewed and handled as appropriate.
- Notes relating to the repeal and providing the location of present comparable sections are written.

**Transferred Sections.**

- Notes and text are transferred to the new location. New notes referencing the transfer are written for the old location.

**History Citations.**

- Updated or new history citations are created.

**Tables.**

- The *Vermont Statutes Annotated* contains five tables, including Tables of Comparative Sections, Table of Sections Amended, Table of Sections Added and a State of Origin Table.

**Indices.**

- The *Vermont Statutes Annotated* contains a General Index.
- LexisNexis also creates an Index for *the Uniform Commercial Code*.

**Delivery.**

- Delivery within 60 days of receipt of last act from the Office of the Secretary of State.

## CODE OF VIRGINIA 1950 (Published under contract)

LexisNexis has published the *Code of Virginia 1950* since 1925. The code was recodified by LexisNexis and published in 1950. The copyright is held by Matthew Bender & Company, Inc. The State provides electronic versions of the acts and LexisNexis supplies the State with an electronic database in the State's proprietary format, an unannotated version for the legislative web site and a network version of the *Virginia Law on Disc* for bill drafting and research. *Virginia Rules Annotate* is updated semiannually and replaced annually and the *Advance Code Service* is published three times a year, providing annotations to the most current case law. LexisNexis also publishes an *Advance Court Rules and Practice Service* on a bi-monthly basis, an annual annotation *Citator*, an *Advance Legislative Service*, the *Virginia Administrative Law Appendix* and *Virginia Circuit Court Opinions*.

### EDITORIAL WORK PROVIDED

#### Case Notes and Annotations.

- Case notes and collateral references are created, catchlined and updated (year round in the Advance Code Service).
- Case notes are shepardized and annotations reviewed in light of subsequent history.
- Case notes are reviewed in light of new legislation.

#### Acts.

- LexisNexis receives signed acts with chapter numbers assigned (in their entirety) from the State.
- Acts are first reviewed and charted and the charting is then reexamined.
- Electronic acts are verified against paper acts.

#### Code Section Catchlines.

- LexisNexis revises catchlines for old sections that are amended and creates catchlines for newly enacted sections, if needed.

#### Act Editing and Notes.

- The numbering of sections is verified.
- Minimal editing is done to the text.
- LexisNexis does not change text in Virginia except by direct request from the Code Commission.
- Conflicting multiple amendments and the like are brought to the attention of the Code Commission for resolution.
- Delayed legislation which took effect during the year is implemented.

- Statute notes are created: multiple and conflicting amendments, effective dates, appropriations, cross-references, editor's and applicability among others.
- Acts are verified; LexisNexis checks for tables, forms and subsections and ensures proper formatting of designations.
- Imbedded act translations are inserted in text.
- References throughout the entire code are checked in light of new legislation.
- Proofs are inspected; charts and memos are submitted to the State for review.
- State review changes are implemented.

#### **Repealed Sections.**

- Text is deleted and notes and historical citations are transferred or deleted as appropriate.
- Notes relating to the repeal and providing the location of present comparable sections for repealed sections are written.

#### **Transferred Sections.**

- Notes and text are transferred to the new location. New notes referencing the transfer are written for the old location.

#### **History Citations.**

- History citations are created and added to new and amended sections.

#### **Tables.**

- The *Code of Virginia 1950* contains several tables, prepared by LexisNexis, most notably the Table of Dispositions, Table of Sections Affected, Table of Corresponding Sections for revised provisions and House Bill/Senate Bill to chapter number.

#### **Indices.**

- The *Code of Virginia 1950* contains a comprehensive Index, prepared by LexisNexis, updated to reflect new legislation and changes in code section locations as well as an Index of Short Titles of Acts.

#### **Delivery.**

- If all legislative acts are received by LexisNexis on or before May 1, shipment is made on or before July 1.

### **ANNOTATED REVISED CODE OF WASHINGTON**

LexisNexis began publishing the *Annotated Revised Code of Washington* in 1994. The *Annotated Revised Code of Washington* is an unofficial code. The Code has 22 main softbound volumes, including a Tables volume and an Index volume. It is supplemented by annual

cumulative softbound supplements produced in the fall of the year. Replacement volumes, if any, are produced with the supplement. The *Annotated Revised Code of Washington* is kept up to date throughout the year through the *Washington Advance Code Service*, a three-pamphlet series that contains new legislation and annotations since the previous supplement. There is also a two-volume court rules set, the *Washington Rules of Court Annotated*, annually replaced in the spring and supplemented in the fall and bound in a matching softbound cover.

## **EDITORIAL WORK PROVIDED**

### **Case Notes and Annotations.**

- Case notes and collateral references are created, catchlined and updated. All cases arising in Washington applying or construing the statutes are read for case notes. The collateral references include references to American Law Reports (ALR), law reviews from law schools within the State of Washington and opinions of the Attorney General.
- All case notes are shepardized for continued validity.
- Case notes are reviewed in light of new legislation.

### **Acts.**

- Acts are reviewed and charted.
- Electronic data is received from the State, in the form of a section tape.
- New, amended and repealed sections are loaded into the LexisNexis database.
- Statute notes: effective date notes, amendment notes, quotation of uncodified provisions, other editor's notes are created.
- Memoranda describing possible errors or discrepancies are sent to the State Reviser and responses are implemented.
- Notes created by the State Reviser are incorporated into the database.
- Delayed legislation is implemented when appropriate.
- Contingent legislation is tracked and implemented when the contingency is met.
- Reference check is made of all references in new legislation and references throughout the code are checked where they may have been affected by new legislation.
- Proofs are inspected.

### **Repealed Sections.**

- Text is deleted and notes are reviewed and either edited and transferred to a new location or deleted, as appropriate.
- The style of the section is changed to the "repeal" style and legislative information relating to the repeal is printed with the code section number.
- The State Reviser may remove previously codified material from the official code, or transfer existing sections from one location to another. LexisNexis will obtain this

information from the Reviser and implement the changes accordingly, transferring any annotations as may be required.

#### **Historical Citations.**

- Historical citations are supplied by the State for enacted and amended sections.

#### **Tables.**

- Five tables, including Session Law tables and tables of disposition from prior codes.

#### **Index.**

- General Index.

### **MICHIE'S WEST VIRGINIA CODE ANNOTATED**

The Code of West Virginia was adopted by the West Virginia Legislature in 1930. LexisNexis holds the copyright and has been publishing *Michie's West Virginia Code Annotated* since 1925. The Code consists of 25 volumes, comprised of the United States and West Virginia constitutions, statutes divided into 64 chapters and Index volumes. At the front of every statutory bound volume is a table listing the chapters appearing in each volume of the Code, as well as a table detailing the article contents of each chapter in that particular volume. The statutory material in *Michie's West Virginia Code Annotated* is completely indexed in two volumes, which are updated and replaced annually. The *West Virginia Court Rules* is updated semiannually and replaced annually. On a quarterly basis, new, amended, or proposed rules material is carried in the *Advance Court Rules Service*. Three times a year, the *Advance Code Service* is published providing annotations to the most current case law. LexisNexis' *West Virginia Law on Disc* includes *Michie's West Virginia Code Annotated*, court rules, Supreme Court of Appeals decisions and *Michie's Jurisprudence of Virginia and West Virginia*.

### **EDITORIAL WORK PROVIDED**

#### **Case Notes and Annotations.**

##### **Case notes and collateral references are created, catchlined and updated.**

- Case notes in supplements and replacement titles are shepardized.
- Case notes are reviewed in light of new legislation.

#### **Acts.**

- Receipt of acts (only full sections received).
- Electronic acts are verified against paper acts.
- Acts are reviewed, charted and charting reviewed.

#### **Code Section Catchlines.**

- Catchlines for new and amended sections are reviewed. The State is notified of suggested changes.
- Catchlines for repealed or transferred sections are created.

#### **Act Editing and Notes.**

- The numbering of sections is verified.
- Little editing is done to the text of sections.
- Text is reviewed for misspellings, typographical errors and style. Nonsubstantive changes are made, upon State approval, with explanatory editor's notes.
- Translations are placed in notes for phrases such as "this act" and "effective date of this act".
- Statute notes are created: amendment notes, effective date notes, editor's notes, cross references, notes for corrected internal references, delayed effective date (contingency) notes, etc.
- Multiple amendments and conflicting amendments are resolved.
- Delayed amendments are implemented when appropriate.
- Contingent legislation is tracked and implemented when the contingency is met.
- Deletion of old effective date, amendment, or other notes.
- Reference check of all references in new legislation and replacement volumes and references throughout the code are checked where affected by new legislation.
- Proofs are inspected.

#### **Repealed Sections.**

- Text is deleted and notes are reviewed and transferred or deleted as appropriate.
- Notes relating to the repeal and providing the location of present comparable sections are written.

#### **Transferred Sections.**

- Notes and text are transferred to the new location. New notes regarding the transfer are written for the old location.

#### **History Citations.**

- Updated or new history citations are created.

#### **Tables.**

- Three tables, including tables of comparative sections and disposition tables.

#### **Indices.**

- General Index.

## WYOMING STATUTES ANNOTATED

### (Published under contract)

The *Wyoming Statutes Annotated* was recompiled and published in 1978 under contract with LexisNexis. In 1997, the format of the statute publication changed from a loose-leaf format to a biennial softbound replacement with a supplement published in the intervening year. The State provides computer tapes of the acts and LexisNexis provides annual electronic updates to the State. The *Wyoming Statutes Annotated* consists of 12 softbound volumes and includes the U.S. and Wyoming Constitutions and certain historical documents as well as a comprehensive index and tables volume. The entire set is replaced biennially, in odd-numbered years. In even-numbered years LexisNexis publishes a one-volume supplement. LexisNexis also publishes the *Wyoming Court Rules Annotated*, which is replaced annually. The copyright to the Rules is also held by the State. The *Advance Annotation Service*, under the Matthew Bender copyright, is published through two pamphlets and includes more recent case annotations and research references.

## EDITORIAL WORK PROVIDED

### Case Notes and Annotations.

- Case notes and collateral references to Land and Water Law Review, American Law Reports, 2nd through 5<sup>th</sup> and Federal Series and Am. Jur. 2d and C.J.S. are created, catchlined and updated.
- Case notes in supplements and replacement titles are shepardized.
- Case notes are reviewed in light of new legislation.

### Acts.

- LexisNexis receives signed acts (full sections on chapter tape; partial sections on paper acts) with chapter numbers assigned from the state. We also receive a code number tape of amended sections and additionally a code number tape of the entire code in replacement code years.
- Electronic acts are verified against paper acts.
- Acts are first reviewed and charted and then the charting is reexamined.

### Code Section Catchlines.

- Catchlines are within the domain of the State legislature; editorial does not play a role in their creation but can suggest changes based on legislation.
- Repealed sections have a repeal catchline on the tape.

### Act Editing and Notes.

- The numbering of sections is verified.

- Text is reviewed for misspellings, typographical errors and stylistic errors.
- “This act” and “effective date of this act” translated, either in brackets in the text or in notes.
- Statute notes are created: amendment notes, effective date notes, editor’s notes, cross-references and appropriation notes, among others.
- Acts are verified through a series of checks involving tables, subsections, subdivisions and designations.
- Multiple or conflicting amendments are resolved under the direction of the Legislative Service Office.
- Delayed enactments, amendments and repeals are implemented when appropriate.
- Old appropriation, effective date, amendment, or other notes are deleted from the replacement code.
- State makes corrections for six to twelve titles in replacement code years.
- All references in new legislation, supplement pamphlets and replacement titles are checked for accuracy.
- Proofs are inspected and submitted to the State for review.
- State proof review changes are implemented.

#### **Repealed Sections.**

- Text is deleted and notes are transferred or deleted as appropriate.
- Notes providing the substance and history of repealed sections and providing the location of present comparable sections are written when appropriate.

#### **Transferred Sections.**

- Notes and text are transferred to the new location. Notes referencing the transfer are written at the new location.

#### **History Citations.**

- History citations are updated annually.

#### **Tables.**

- The *Wyoming Statutes Annotated* contains a Table of Adjournment Dates of Sessions of the Legislature, Tables of Comparative Sections, Tables of Disposition of Acts and Tables of Revised and Renumbered Sections.

#### **Indices.**

- The *Wyoming Statutes Annotated* contains a comprehensive index as does the *Wyoming Court Rules Annotated*. In supplement years, the amended sections are included at an index at the end of the supplement.

#### **Delivery.**

Before July 1, the effective date of the legislation.

# Tab 3

## **PUBLISHING PLAN**

LexisNexis has extensive experience in the complex process required to publish, update, and maintain the *Arkansas Code of 1987 Annotated, Official Edition*. Combining a legal publishing tradition spanning over more than 125 years with advanced editorial and electronic publishing tools, LexisNexis offers a publishing process that is unique in its focus on accommodating the State's needs. The following describes generally the editorial and indexing processes involved in publishing a timely, accurate, and user-friendly Arkansas Code. It is our intent to continue our current publishing processes while continuing to work with the Arkansas Code Revision Commission to look for improvements.

### **EDITORIAL PROCESS for the *Arkansas Code of 1987 Annotated, Official Edition***

#### **I. Preliminary Work**

When the legislative session begins, and as bills are enacted, the lead attorney and lead editor track the legislation and begin creating a production schedule. The schedule identifies the key tasks to be performed and the internal deadlines that must be met to satisfy our contractual obligations and ensure timely delivery of a quality product to the State and to private customers.

As new acts are signed by the Governor, the acts are converted and loaded into our editorial system. These acts are referred to as "unconformed" acts, in contrast to the "conformed" acts that will be received later from the Arkansas Code Revision Commission (ACRC).

Each section of each act is reviewed by both an editor and an attorney and charted. The chart includes such information as the subdivision affected for partial amendments, effective dates, and other details required for final output. The act load is verified by checking converted acts against the originals to be sure that nothing was lost or altered during the conversion. Amendment notes, publisher's notes, and effective date notes are prepared in preliminary form. The lead attorney reviews the acts for potential conflicts and other issues, to be communicated to the Arkansas Code Revisor. Particular attention is given to code sections amended by more than one act.

At this point, an organizational meeting is held with the core editorial team, editorial management, and all other departments involved in producing the statutes, including Indexing, Composition, Manufacturing, and Custom Legal Publications. The purpose of the meeting is to walk through the entire production schedule, confirm key dates with all parties, and field any questions representatives from other departments may have.

## **II. Conformed Acts; Proof Review**

As conformed acts are received, we implement the ACRC instructions contained in the conformed acts and update the chart if needed. ACRC notes are prepared. The lead attorney reviews each conformed act and communicates with the Revisor to resolve content questions, such as regarding technical corrections. We implement global edits, such as name changes made by a recent act.

The cumulative supplement package must be printed within 90 days after the last conformed act is received. When the conformed acts are received and edits implemented, we pull first proof. At this stage, we check to make sure everything is present and correct, and we look for print specifications issues that may need to be fixed. An editor review of each volume is followed by attorney review. The attorney reviewer examines each affected code section against the conformed acts. The editors then implement the corrections marked on first proof. All this occurs before we send proof to the State.

In preparation for the State's proof review, we send a proposed proof review schedule to the Revisor. The State's review is staggered over several weeks and must allow 5 days for the State's review of each volume. We send a memo with each proof volume noting questions and/or edits made.

## **III. Implementation of State Proof Edits; Tables**

The BLR/ACRC staff reviews the proof and marks corrections and a considerable number of further edits. After those corrections are implemented by LexisNexis editors, the lead attorney reviews a final proof to check that all State edits have been implemented correctly and communicates any further questions to the Revisor. The final version is moved into our Composition department for final checks and specification fixes before printing.

Tables setting out treatment of each affected act section are generated based on the data processed at the charting stage of production. We check these tables for accuracy at the end of production and provide tables proof to the State.

## **IV. Casenotes; Other Products**

Separately, throughout the year, casenotes generated by our case readers from cases construing Arkansas law are placed under the appropriate code sections and Shepardized. The lead attorney reviews casenotes under newly repealed sections for deletion or transfer to comparable new sections. Collateral references are prepared and added to the supplement.

The *Arkansas Code of 1987 Annotated Official Edition* includes an annual Court Rules publication and the Advance Code Service (ACS). The ACS contains fiscal session legislation and casenotes, and its production process is similar to the cumulative supplement. At least four replacement volumes are published each year, and we provide a folios infobase to the State for drafting purposes.

## **V. Qualifications of LexisNexis Editorial Team**

The LexisNexis team that will be responsible for editing the Arkansas Code will be led by an attorney who is admitted to the Virginia State Bar and was a practicing attorney before joining LexisNexis. She comes with over 16 years of legal publishing experience and possesses exceptional analytical and editing skills. In her three years of working with the Arkansas Code Revisor, she has developed a deep understanding of what is needed to produce the best possible Arkansas Code. She has played a lead role in establishing best editorial practices at LexisNexis and stays closely focused on customer needs. The lead editor has 15 years of Arkansas Code experience and is highly skilled at processing Arkansas legislation and ACRC edits. The work of non-attorney editors is supervised and reviewed by attorneys.

## **INDEXING**

### **LexisNexis Indexing Department; Professional Staff and qualifications:**

LexisNexis creates, updates, and maintains 38 state code indices and 65 court rules publications. Our team uses their training, experience and professionalism to create user friendly indexes to statutes and court rules. We make certain that every statute and court rule is indexed. We perform quality checks to be certain that all cross references are accurate. Our experienced team reviews the indexes they create with the goal to provide the most user-friendly indexing solution possible.

The LexisNexis Indexing Department maintains a full-time, professional indexing staff composed of Attorney-Indexers, and Editor-Indexers. Our Attorney staff are all trained attorney-indexers with many years of experience. All of the Attorney-Indexers are graduates of American law schools, and all are members of a state bar. All of the work of our Editor-Indexers is supervised by our full time attorney staff. All of our Attorney-Indexers and Editor-Indexers have twenty or more years' experience as full time indexers.

### **Overview of LexisNexis Indexing Department Principles**

The primary purpose of an index is to lead users from legal concepts directly to the statutory material addressing or codifying those concepts as quickly and efficiently as possible. Users should feel confident that everything about the subject they are

researching is covered under a main heading. In addition, an index serves as a reasonable research aid, giving its users a general idea of the scope of the material in the code.

Working upon these general principles, the attorney-indexers who comprise the LexisNexis Indexing Department constantly strive to create the best indexes possible and to improve upon them year after year. Following are several methods that LexisNexis indexers employ to create consistently superior indexes.

### **Quality of the Entries**

Whether creating a new index or updating an existing index, LexisNexis indexers pride themselves on steering clear of “catch-line indexing.” This is a phrase used to describe the practice of replicating the catch-lines from the table of contents of a state’s statutory code into index entries without careful reading of the statutes for meanings that might not be reflected in the catch-lines due to their brief nature. LexisNexis indexers think outside of the box to create main headings that many different people would be likely to look for. Our indexes are designed for everyone, from students to teachers, from lawyers to members of the general public from all vocations. Many of the main headings that LexisNexis indexers create, while clearly outside of the statutory language, are well-known to legal practitioners and other users of the index, for example NO-FAULT DIVORCE, RAPE SHIELD LAW, and DRONES.

By including these popular-language main headings to the index, in addition to crafting entries in a more topical location within the index, LexisNexis indexers further aid the index user in their goal of finding what they are looking for and getting out of the index in the timeliest manner possible.

### **Cross References**

Cross references are used to direct users to the part of the index that covers the needed material. The LexisNexis Indexing team creates cross references that are specific and helpful. In addition, cross references are placed in many different topics where an index user might look for the material, thereby providing the users with many more avenues of entry into the subject matter. For example:

TESTIMONY. See EVIDENCE.

DELINQUENT MINORS. See JUVENILE DELINQUENTS.

Having more cross references increases the likelihood that a topic is indexed where customers will look for it allowing customers to exit the index more quickly to get on with their research.

### **Customer Feedback**

LexisNexis adheres to the principle that indexes are designed with the customer in mind. As part of the creation of a general index, LexisNexis includes introductory material which solicits feedback from index users. The Indexers may be reached directly by Email so that customers may contact the Indexers with their questions and comments

regarding enhancements to the index. The indexing staff gladly implements suggestions from users of the index to further enrich the product.

**LexisNexis Indexes: A Better Index**

The preceding examples are just a few of the ways in which the LexisNexis Indexing Department is dedicated to creating indexes that are user-friendly and intuitive. The indexing team, in partnership with the states whose products they publish and the customers who use those indexes, constantly strive to make each index significantly better with each publication year. The result is an index that grows consistently more valuable to its users. Because of this devotion to creating the best product possible, the knowledge acquired through the ongoing honing of indexing practices over many years, and the inclusion of customer feedback, the members of the LexisNexis Indexing Department are confident that they can create, maintain and update indexes in a manner that will provide superior indexing solutions for all users.

## Proposed Changes to the Current Process

As outlined in the preceding pages, LexisNexis proposes to maintain the current process which has been working well over the years. However, LexisNexis suggests a few modest changes to further enhance the user experience:

- Add a Special Supplement in even-numbered year to include any legislation adopted during the fiscal session, court rule changes and other changes that may have occurred since the regular session supplements. Such changes are currently included in the Advance Code Service, which is an optional product, that has significantly fewer subscribers than the Code itself. Thus – about 40% of all regular subscribers to the Code do not receive these updates until the following year. Subscribers would be charged a fee (to be negotiated with the BLR/CRC).
- Commentaries volumes: It is proposed to work together with BLR staff to retire the existing Commentaries volumes and place commentaries with their relevant code sections across the code.
- Discontinue ALR, AmJur, CJS references that are required under the contract. These references add little value to users as most people do not have access to these extremely expensive serials. According to a recent survey of law libraries, very few law firms have access to these, likely fueled by the cost – for example, the annual upkeep cost for CJS has increased from \$1,262.75 in 1998 (when the last contract was executed) to \$12,625 in 2016 – a ten-fold increase. It is also problematic to mandate inclusion of references to publications that are proprietary to a private sector publisher.
- Discontinue the so-called Cited notes which merely list a string of cases where a particular code section was cited. These notes are of questionable value to modern day researchers and add unnecessary bulk to volumes and supplements. A few examples are included in the following pages.
- Change the binding method for bound volumes from Smyth-sewn to burst bound. This change would mean no discernable change in quality or appearance for users

Although the penetration of the vagina and anus of the victim caused injuries which contributed to the death of the victim, the rape could be used as the underlying felony to support a capital murder charge; penetration of the vagina or anus of a person was not an act which was subsumed by the murder as the penetration was not necessary to cause the death. *Warren v. State*, 314 Ark. 192, 862 S.W.2d 222 (1993).

Though subdivision (a)(1) has been amended since 1988, aggravated robbery is a predicate felony for capital murder. *Nooner v. State*, 322 Ark. 87, 907 S.W.2d 677 (1995), cert. denied, *Nooner v. Arkansas*, 517 U.S. 1143, 116 S. Ct. 1436, 134 L. Ed. 2d 558 (1996).

Where trial court in capital felony murder case improperly submitted to the jury the issue of the underlying felony of first-degree escape, and the jury found defendant guilty of first-degree escape, defendant's conviction for capital felony murder was proper because it was supported by the jury's additional finding that defendant was guilty of the underlying felony of aggravated robbery, which issue was also submitted to the jury. *Williams v. State*, 347 Ark. 728, 67 S.W.3d 548 (2002), appeal dismissed, — S.W.3d —, 2002 Ark. LEXIS 159 (Ark. Mar. 14, 2002).

Evidence was sufficient to prove defendant committed an aggravated robbery as the underlying felony on a capital murder charge under where the corpus delicti of the homicide was established by independent evidence and, therefore, the underlying felony could be shown by defendant's confession alone; further, the fact that defendant's friend wore a recording device for police did not render their conversation a custodial interrogation. *Hall v. State*, 361 Ark. 379, 206 S.W.3d 830 (2005).

There was substantial evidence that defendant committed felony capital murder, subdivision (a)(1) of this section, where the victim was a frail, disabled man who could not defend himself and this constituted substantial evidence that defendant killed the victim under circumstances manifesting extreme indifference to the value of human life and that he robbed the victim while armed with a deadly weapon and that he inflicted death in the course of that robbery. *Sales v. State*, 374 Ark. 222, 289 S.W.3d 423 (2008), cert. denied, *Sales*

*v. Arkansas*, — U.S. —, 129 S. Ct. 2000, 173 L. Ed. 2d 1098 (2009).

#### Venue.

In a prosecution for capital murder where the victim was kidnapped in one county and murdered in another, venue was proper where the murder occurred. *Fairchild v. State*, 284 Ark. 289, 681 S.W.2d 380 (1984), cert. denied, *Fairchild v. Arkansas*, 471 U.S. 1111, 105 S. Ct. 2346 (1985).

Where the pre-trial publicity in a capital murder prosecution consisted of primarily brief factual accounts of the events and many did not refer to the defendant in any manner, the relatively few items which appeared after the defendant was charged concerned the defendant's return from a psychiatric examination, pre-trial motions, and hearing on those motions, and where during the voir dire of prospective jurors, each juror stated that he had no opinion as to the guilt or innocence of defendant and that he would follow the judge's instructions, the pre-trial publicity evidenced in the record was not so inflammatory that a wave of public passion against the defendant existed so as to prejudice his right to a fair trial; therefore, the motion for change of venue was correctly denied. *Simmons v. Lockhart*, 626 F. Supp. 872 (E.D. Ark. 1985), aff'd, 814 F.2d 504 (8th Cir. Ark. 1987).

**Cited:** *Rodgers v. State*, 261 Ark. 293, 547 S.W.2d 419 (1977); *Pickens v. State*, 261 Ark. 756, 551 S.W.2d 212 (1977); *Baysinger v. State*, 261 Ark. 605, 550 S.W.2d 445 (1977); *Scott v. State*, 263 Ark. 669, 566 S.W.2d 737 (1978); *Swindler v. State*, 267 Ark. 418, 592 S.W.2d 91 (1979); *Davis v. State*, 267 Ark. 507, 592 S.W.2d 118 (1980); *Titus v. State*, 268 Ark. 9, 593 S.W.2d 164 (1980); *Cromwell v. State*, 269 Ark. 104, 598 S.W.2d 733 (1980); *Jones v. State*, 269 Ark. 119, 598 S.W.2d 748 (1980); *Brewer v. State*, 271 Ark. 254, 608 S.W.2d 363 (1980); *Brewer v. State*, 271 Ark. 810, 611 S.W.2d 179 (1981); *Swindler v. State*, 272 Ark. 340, 617 S.W.2d 1 (1981); *Woodard v. State*, 273 Ark. 235, 617 S.W.2d 861 (1981); *Derring v. State*, 273 Ark. 347, 619 S.W.2d 644 (1981); *Renton v. State*, 274 Ark. 87, 622 S.W.2d 171 (1981); *Singleton v. State*, 274 Ark. 126, 623 S.W.2d 180 (1981); *Hayes v. State*, 274 Ark. 440, 625 S.W.2d 498 (1981); *Alexander v. Housewright*, 667

F.2d 556 (8th Cir. 1981); Collins v. Lockhart, 545 F. Supp. 83 (E.D. Ark. 1982); Hill v. State, 275 Ark. 71, 628 S.W.2d 284 (1982); Gruzen v. State, 276 Ark. 149, 634 S.W.2d 92 (1982); Rhodes v. State, 276 Ark. 203, 634 S.W.2d 107 (Ark. 1982); Hall v. State, 276 Ark. 245, 634 S.W.2d 115 (1982); Rasmussen v. State, 277 Ark. 238, 641 S.W.2d 699 (1982); Hobbs v. State, 277 Ark. 271, 641 S.W.2d 9 (1982); Perry v. State, 277 Ark. 357, 642 S.W.2d 865 (1982); Pickens v. Lockhart, 714 F.2d 1455 (8th Cir. 1983); Smith v. State, 279 Ark. 68, 648 S.W.2d 490 (1983); Mackey v. State, 279 Ark. 307, 651 S.W.2d 82 (1983); Rowe v. Lockhart, 736 F.2d 457 (8th Cir. 1984); Blue v. Housewright, 739 F.2d 320 (8th Cir. 1984); Bell v. Lockhart, 741 F.2d 1105 (8th Cir. 1984); Hogan v. State, 281 Ark. 250, 663 S.W.2d 726 (1984); Fairchild v. State, 284 Ark. 289, 681 S.W.2d 380 (1984); Elmore v. State, 13 Ark. App. 221, 682 S.W.2d 758 (1985); Pickens v. State, 284 Ark. 506, 683 S.W.2d 614 (1985); Chandler v. State, 284 Ark. 560, 683 S.W.2d 928 (1985); Burnett v. State, 287 Ark. 158, 697 S.W.2d 95 (1985); Pruett v. State, 287 Ark. 124, 697 S.W.2d 872 (1985); Novak v. State, 287 Ark. 271, 698 S.W.2d 499 (1985); Ginter v. Stallcup, 641 F. Supp. 939 (E.D. Ark. 1986); Roderick v. State, 288 Ark. 360, 705 S.W.2d 433 (1986); Craft v. State, 289 Ark. 466, 712 S.W.2d 303 (1986); Singleton v. Lockhart, 653 F. Supp. 1114 (E.D. Ark. 1986); Simmons v. Lockhart, 814 F.2d 504 (8th Cir. Ark. 1987); Simmons v. Lockhart, 709 F. Supp. 1457 (E.D. Ark. 1989); Singleton v. Lockhart, 871 F.2d 1395 (8th Cir. Ark. 1989); Ruiz v. State, 299 Ark. 144, 772 S.W.2d 297 (1989); Abdullah v. State, 301 Ark. 235, 783 S.W.2d 58 (1990); Williams v. State, 303 Ark. 193, 794 S.W.2d 618 (1990); Porter v. Lockhart, 925 F.2d 1107 (8th Cir. 1991); Fretwell v. Lockhart, 946 F.2d 571 (8th Cir. 1991); Johnson v. State, 308 Ark. 7, 823 S.W.2d 800 (Ark. 1992); Smith v. State, 308 Ark. 390, 824 S.W.2d 838 (1992); Butler v. State, 311 Ark. 334, 842 S.W.2d 435 (1992); Tisdale v. State, 311 Ark. 220, 843 S.W.2d 803 (1992); Orndorff v. Lockhart, 998 F.2d 1426 (8th Cir. 1993); Dansby v. State, 319 Ark. 506, 893 S.W.2d 331 (1995); Nicholson v. State, 319 Ark. 566, 892 S.W.2d 507 (1995); Rucker v. State, 320 Ark. 643, 899 S.W.2d 447 (1995); Catlett v. State, 321 Ark. 1, 900 S.W.2d 523 (1995); O'Neal v. State, 321 Ark. 626, 907 S.W.2d 116 (1995); Jordan v. State, 323 Ark. 628, 917 S.W.2d 164 (1996); Wilkins v. State, 324 Ark. 60, 918 S.W.2d 702 (1996); Isbell v. State, 326 Ark. 17, 931 S.W.2d 74 (1996); Cox v. Norris, 958 F. Supp. 411 (E.D. Ark. 1996); Singleton v. Norris, 108 F.3d 872 (8th Cir. 1997); Isbell v. State, 326 Ark. 17, 931 S.W.2d 74 (1996); Bowden v. State, 328 Ark. 15, 940 S.W.2d 494 (1997); Rankin v. State, 329 Ark. 379, 948 S.W.2d 397 (1997); Henderson v. State, 329 Ark. 526, 953 S.W.2d 26 (1997); Roseby v. State, 329 Ark. 554, 953 S.W.2d 32 (1997); Cox v. Norris, 133 F.3d 565 (8th Cir. 1997); Landreth v. State, 331 Ark. 12, 960 S.W.2d 434 (1998); Noel v. Norris, 194 F. Supp. 2d 893 (E.D. Ark. 2002); Jimenez v. State, 83 Ark. App. 377, 128 S.W.3d 483 (2003); Coggin v. State, 356 Ark. 424, 156 S.W.3d 712 (2004); Rhodes v. State, 2009 Ark. App. 665, — S.W.3d — (2009).

### 5-10-102. Murder in the first degree.

- (a) A person commits murder in the first degree if:
- (1) Acting alone or with one (1) or more other persons:
    - (A) The person commits or attempts to commit a felony; and
    - (B) In the course of and in the furtherance of the felony or in immediate flight from the felony, the person or an accomplice causes the death of any person under circumstances manifesting extreme indifference to the value of human life;
  - (2) With a purpose of causing the death of another person, the person causes the death of another person; or
  - (3) The person knowingly causes the death of a person fourteen (14) years of age or younger at the time the murder was committed.

Vance v. State, 70 Ark. 272, 68 S.W. 37 (1902) (decision under prior law).

Where, in a murder case, it was shown that the accused and the decedent both used guns but was uncertain which began the shooting, on account of the absence of evidence of deliberation and premeditation, a conviction of murder in the first degree would have been reduced to murder in the second degree. Phillips v. State, 190 Ark. 1004, 82 S.W.2d 836 (1935) (decision under prior law).

Sentence properly reduced to range prescribed for second-degree murder. Wilkins v. State, 292 Ark. 596, 731 S.W.2d 775 (1987).

Because defendant was unable to show that he was prejudiced by his 40 year sentence for first-degree murder, as it was less than the maximum possible sentence for his conviction, the court did not consider his claim that his due process rights were violated by the admission of a photographic history of the victim's life during sentencing. Tate v. State, 367 Ark. 576, 242 S.W.3d 254 (2006).

#### **Serious Physical Injury.**

Sufficient evidence supported the conclusion that a defendant intended to cause serious physical harm to a victim: a witness testified that the witness gave defendant a gun, other witnesses testified that defendant shot the victim with that gun, the victim was shot in the arm and hip, which required surgery, and the victim continued to suffer with pain and impairment as a result of the injuries. Hawkins v. State, 2009 Ark. App. 675, — S.W.3d — (2009).

#### **Venue.**

The trial court did not abuse its discretion in denying a motion for a change of venue in first-degree murder case where the motion came only 2 weeks before trial, after the case had been pending for 9 months, and the affiants could cite little or nothing beyond their own convictions that a fair trial was not possible in the action. Snell v. State, 290 Ark. 503, 721 S.W.2d 628 (1986), rehearing denied, 290 Ark. 531A, 723 S.W.2d 1 (1987), cert. denied, Snell v. Arkansas, 484 U.S. 872, 108 S. Ct. 202 (1987).

#### **View of Crime Scene.**

A request to view a place pertinent to a material fact is a matter within the trial

court's discretion, and denial of the request is not a ground for reversal absent an abuse of that discretion. Williams v. State, 289 Ark. 69, 709 S.W.2d 80 (1986).

**Cited:** Hammers v. State, 261 Ark. 585, 550 S.W.2d 432 (1977); Clark v. State, 264 Ark. 630, 573 S.W.2d 622 (1978); Westbrook v. State, 265 Ark. 736, 580 S.W.2d 702 (1979); Davis v. State, 267 Ark. 507, 592 S.W.2d 118 (1980); Finnie v. State, 267 Ark. 638, 593 S.W.2d 32 (1980); Brewer v. State, 271 Ark. 254, 608 S.W.2d 363 (1980); Ward v. State, 272 Ark. 99, 612 S.W.2d 118 (1981); Spillers v. State, 272 Ark. 212, 613 S.W.2d 387 (1981); Curry v. State, 272 Ark. 291, 613 S.W.2d 829 (1981); Graham v. State, 2 Ark. App. 266, 621 S.W.2d 4 (1981); Ford v. State, 276 Ark. 98, 633 S.W.2d 3 (1982); Daniels v. State, 277 Ark. 23, 638 S.W.2d 676 (1982); Montgomery v. State, 277 Ark. 95, 640 S.W.2d 108 (1982); Branam v. State, 277 Ark. 204, 640 S.W.2d 445 (1982); Henderson v. State, 279 Ark. 435, 652 S.W.2d 16 (1983); Maxwell v. State, 279 Ark. 423, 652 S.W.2d 31 (1983); Rhodes v. State, 280 Ark. 156, 655 S.W.2d 421 (1983); Clines v. State, 280 Ark. 77, 656 S.W.2d 684 (1983); Johnson v. Lockhart, 746 F.2d 1367 (8th Cir. 1984); Pruett v. State, 282 Ark. 304, 669 S.W.2d 186 (1984); Owens v. State, 283 Ark. 327, 675 S.W.2d 834 (1984); Hill v. Lockhart, 474 U.S. 52, 106 S. Ct. 366, 88 L. Ed. 2d 203 (1985); Reichert v. State, 15 Ark. App. 388, 695 S.W.2d 845 (1985); Madison v. State, 287 Ark. 179, 697 S.W.2d 106 (1985); Barnes v. State, 287 Ark. 297, 698 S.W.2d 504 (1985); Turner v. State, 287 Ark. 348, 698 S.W.2d 798 (1985); Wood v. Lockhart, 809 F.2d 457 (8th Cir. 1987); Simmons v. Lockhart, 814 F.2d 504 (8th Cir. Ark. 1987); Rode v. Lockhart, 675 F. Supp. 491 (E.D. Ark. 1987); Henderson v. State, 291 Ark. 138, 722 S.W.2d 842 (1987); Muck v. State, 292 Ark. 310, 730 S.W.2d 214 (1987); Hedrick v. State, 292 Ark. 411, 730 S.W.2d 488 (1987); Shipley v. State, 25 Ark. App. 262, 757 S.W.2d 178 (1988); Irvin v. State, 28 Ark. App. 6, 771 S.W.2d 26 (1989); Findley v. State, 300 Ark. 265, 778 S.W.2d 624 (1989); Pharo v. State, 30 Ark. App. 94, 783 S.W.2d 64 (1990); Ritchie v. State, 31 Ark. App. 177, 790 S.W.2d 919 (1990); Findley v. State, 307 Ark. 53, 818 S.W.2d 242 (1991); Sanders v. State, 317 Ark. 328, 878 S.W.2d 391 (1994); Sutton v. State, 317 Ark. 447, 878 S.W.2d 748 (1994); Rea-

gan v. State, 318 Ark. 380, 885 S.W.2d 849 (1994); Dansby v. State, 319 Ark. 506, 893 S.W.2d 331 (1995); O'Neal v. State, 321 Ark. 626, 907 S.W.2d 116 (1995); Jordan v. State, 323 Ark. 628, 917 S.W.2d 164 (1996); Smith v. State, 324 Ark. 74, 918 S.W.2d 714 (1996); Webb v. State, 328 Ark. 12, 941 S.W.2d 417 (1997); Rankin v. State, 329 Ark. 379, 948 S.W.2d 397 (1997); Cates v. State, 329 Ark. 585, 952 S.W.2d 135 (1997); Cox v. Norris, 133 F.3d 565 (8th Cir. 1997); Landreth v. State, 331 Ark. 12, 960 S.W.2d 434 (1998); Noel v. Norris, 194 F. Supp. 2d 893 (E.D. Ark. 2002); Smith v. State, 351 Ark. 468, 95 S.W.3d 801 (2003); Isom v. State, 356 Ark. 156, 148 S.W.3d 257 (2004); Smith v. State, 2010 Ark. App. 216, — S.W.3d — (2010); Holian v. State, 2013 Ark. 7, — S.W.3d — (2013).

**5-10-103. Murder in the second degree.**

- (a) A person commits murder in the second degree if:
  - (1) The person knowingly causes the death of another person under circumstances manifesting extreme indifference to the value of human life; or
  - (2) With the purpose of causing serious physical injury to another person, the person causes the death of any person.
- (b) Murder in the second degree is a Class A felony.

**History.** Acts 1975, No. 280, § 1503; A.S.A. 1947, § 41-1503; Acts 1989, No. 856, § 3; 2005, No. 1532, § 1.

**RESEARCH REFERENCES**

**ALR.** Propriety of lesser included offense charge of voluntary manslaughter to jury in state murder prosecution — Twenty-first century cases. 3 A.L.R.6th 543.

Sufficiency of Evidence to Support Homicide Conviction Where No Body Was Produced. 65 A.L.R.6th 359.

**Ark. L. Rev.** Case Note, Criminal Liability for Attempting to Inflict the AIDS Virus: Possibilities in Arkansas' Future, 45 Ark. L. Rev. 505.

Article, Ethical and Effective Representation in Arkansas Capital Trials, 60 Ark. L. Rev. 1.

**U. Ark. Little Rock L.J.** Survey of Arkansas Law, Criminal Law, 5 U. Ark. Little Rock L.J. 115.

Notes, Criminal Law — Child Abuse Resulting in Death — Arkansas Amends its First Degree Murder Statute, 10 U. Ark. Little Rock L.J. 785.

**CASE NOTES**

ANALYSIS

Defenses and Justification.  
Evidence.  
Felony Murder.  
Indictment or Information.  
Instructions.  
Intent.  
Judicial Review.  
Lesser Included Offenses.

**Defenses and Justification.**

It was proper to refuse to instruct that, although the defendant provoked a fight

with the deceased, if deceased defended himself with a potentially deadly weapon, the defendant should have been acquitted of murder in the second degree. Blair v. State, 69 Ark. 558, 64 S.W. 948 (1901) (decision under prior law).

Where one too drunk to know what he was about assaulted another without provocation and beat him to death, he was guilty of murder in the second degree. Byrd v. State, 76 Ark. 286, 88 S.W. 974 (1905) (decision under prior law).

If a person killed in self-defense or defense of his house, where there were no

mortgage in lieu of awarding damages. NationsBanc Mortg. Corp. v. Hopkins, 82 Ark. App. 91, 114 S.W.3d 757 (2003).

According to the court's standard of review under subsection (a) of this rule, the trial court did not err in finding that a former attorney for a city, taxpayers, and citizens was operating with the ambit of the attorney's authority when the attorney entered into a stipulation of facts because the mayor and city council, absent one member, were present at the meeting when the stipulations were discussed and no complaints or disagreements were voiced at that time. City of Rockport v. City of Malvern, 356 Ark. 393, 155 S.W.3d 9 (2004).

In a bench trial to quiet title arising from the alleged forgery of deeds, the standard of review on appeal was not whether there was substantial evidence to support the finding of the court, but whether the judge's findings were clearly erroneous or clearly against the preponderance of the evidence; the trial judge made a factual finding that both quitclaim and warranty deeds were forgeries and that finding was entitled to substantial deference from the Arkansas Supreme Court. Flagstar Bank v. Gibbins, 367 Ark. 225, 238 S.W.3d 912 (2006).

In a father's petition to change custody, a trial court did not clearly err in denying the petition because the trial court had superior position, ability, and opportunity to observe the parties, which carried a greater weight. Williams v. Williams, 2009 Ark. App. 484, — S.W.3d —, 2009 Ark. App. LEXIS 511 (2009).

#### Time of Motion.

Even when an appealable order has been entered and a notice of appeal has been filed within 30 days thereafter, the filing of a motion provided for in ARAP 4(b) will extend the time for filing the notice of appeal, and the notice of appeal filed before the time is extended will be ineffective. Mitchell v. Mitchell, 40 Ark. App. 81, 842 S.W.2d 66 (1992).

Court properly denied appellees' motion to dismiss appellant's challenge to an order holding him in contempt for failing to provide financial information where appellant filed his motion under this rule within 10 days of the entry of judgment on January 18, 2005; because appellant filed a motion to amend under this rule, the time for filing a notice of appeal was extended under Ark. R. Civ. P. 4(b). Stillely v. Fort Smith Sch. Dist., 367 Ark. 193, 238 S.W.3d 902 (2006).

Where Arkansas Department of Human Services' motion for findings of fact and conclusions of law was filed before the entry of the adjudication order, it fell within subsection (a) of this rule, and the time within which to appeal the adjudication order expired prior

to the filing of a notice of appeal. Ark. Dep't of Human Servs. v. Dix, 94 Ark. App. 139, 227 S.W.3d 456 (2006).

**Cited:** Greenwood v. Wilson, 267 Ark. 68, 588 S.W.2d 701 (1979); Ratliff v. Thompson, 267 Ark. 349, 590 S.W.2d 291 (1979); Southern Title Ins. Co. v. Oller, 268 Ark. 300, 595 S.W.2d 681 (1980); Shannon v. Anderson, 269 Ark. 55, 598 S.W.2d 97 (1980); Alley v. Rodgers, 269 Ark. 262, 599 S.W.2d 739 (1980); Argonaut Ins. Co. v. M & P Equip. Co., 269 Ark. 302, 601 S.W.2d 824 (1980); Farm Bureau Mut. Ins. Co. v. Milburn, 269 Ark. 384, 601 S.W.2d 841 (1980); North v. Philliber, 269 Ark. 403, 602 S.W.2d 643 (1980); Stocker v. Hall, 269 Ark. 468, 602 S.W.2d 662 (1980); Countryside Cas. Co. v. Grant, 269 Ark. 526, 601 S.W.2d 875 (1980); City of Whitehall v. Southern Mechanical Contracting, Inc., 269 Ark. 563, 599 S.W.2d 430 (1980); Peacock v. Bryant, 269 Ark. 658, 600 S.W.2d 413 (1980); Grubb v. Cloven, 269 Ark. 846, 601 S.W.2d 244 (1980); Gilstrap v. Jackson, 269 Ark. 876, 601 S.W.2d 270 (1980); Kelley v. Mid Continent Leasing Co., 269 Ark. 912, 601 S.W.2d 257 (1980); VanHook v. VanHook, 270 Ark. 27, 603 S.W.2d 434 (1980); Bank of Quitman v. Phillips, 270 Ark. 53, 603 S.W.2d 450 (1980); Odell Webb Bldrs., Inc. v. Avington, 270 Ark. 68, 603 S.W.2d 440 (1980); Warren v. Warren, 270 Ark. 163, 603 S.W.2d 472 (1980); Morriss v. Wynia, 270 Ark. 260, 603 S.W.2d 482 (1980); Watkins v. Dudgeon, 270 Ark. 516, 606 S.W.2d 78 (1980); Hall v. Clayton, 270 Ark. 626, 606 S.W.2d 102 (1980); Argonaut Ins. Co. v. Hooper, 270 Ark. 661, 606 S.W.2d 116 (1980); City of Little Rock v. Infant-Toddler Montessori Sch., Inc., 270 Ark. 697, 606 S.W.2d 743 (1980); City of Little Rock v. Breeding, 270 Ark. 752, 606 S.W.2d 120 (1980), recalled 608 S.W.2d 7 (Ark. 1980); Vance v. Butler, 270 Ark. 770, 606 S.W.2d 153 (1980); Shinn v. First Nat'l Bank, 270 Ark. 774, 606 S.W.2d 154 (1980); Hair v. Hair, 270 Ark. 948, 607 S.W.2d 72 (1980), aff'd in part and rev'd in part 613 S.W.2d 376 (Ark. 1981); Hendrix v. Republic Nat'l Life Ins. Co., 270 Ark. 955, 606 S.W.2d 601 (1980); Palmer v. City of Conway, 271 Ark. 127, 607 S.W.2d 87 (1980); Kreutzer v. Clark, 271 Ark. 243, 607 S.W.2d 670 (1980); Plant v. Plant, 271 Ark. 369, 609 S.W.2d 93 (1980); Hendrix v. Sidney M. Thom & Co., 271 Ark. 378, 609 S.W.2d 98 (1980); Gautrau v. Long, 271 Ark. 394, 609 S.W.2d 107 (1980); Pruitt v. Pruitt, 271 Ark. 404, 609 S.W.2d 84 (1980); Duncan v. Foster, 271 Ark. 591, 609 S.W.2d 62 (1980); Avington v. Newborn, 271 Ark. 648, 609 S.W.2d 678 (1980); Worthen Bank & Trust Co. v. Walker, 270 Ark. 868, 606 S.W.2d 382 (1980); Kern v. Sells Enters., Inc., 271 Ark. 904, 612 S.W.2d 94 (1981); Barker v. Barker, 271 Ark. 956, 611 S.W.2d 787 (1981); Commercial Union Ins. Co. v. Sanders, 272 Ark. 25, 611 S.W.2d 754 (1981); Adams v.

Dopieralla, 272 Ark. 30, 611 S.W.2d 750 (1981); Lowery v. Jones, 272 Ark. 55, 611 S.W.2d 759 (1981); Harrell Motors, Inc. v. Flanery, 272 Ark. 105, 612 S.W.2d 727 (1981); Southern Equip. & Tractor Co. v. K & K Mines, Inc., 272 Ark. 278, 613 S.W.2d 596 (1981); Brown v. Summerlin Assocs., 272 Ark. 298, 614 S.W.2d 227 (1981); Festinger v. Kantor, 272 Ark. 411, 616 S.W.2d 455 (1981); Tucker v. Stacy, 272 Ark. 475, 616 S.W.2d 473 (1981); Henson v. Money, 273 Ark. 203, 617 S.W.2d 367 (1981); Huffman v. Dawkins, 273 Ark. 520, 622 S.W.2d 159 (1981); Warren v. Warren, 273 Ark. 528, 623 S.W.2d 813 (1981); Bachman v. Bachman, 274 Ark. 23, 621 S.W.2d 701 (1981); Walt Bennett Ford, Inc. v. Pulaski County Special Sch. Dist., 274 Ark. 208, 624 S.W.2d 426 (1981); Tedder v. Blackmon's Auctions, Inc., 274 Ark. 241, 623 S.W.2d 516 (1981); Wright v. Langdon, 274 Ark. 258, 623 S.W.2d 823 (1981); Allred v. Little Rock Sch. Dist., 274 Ark. 414, 625 S.W.2d 487 (1981); Mayhew v. Loveless, 1 Ark. App. 69, 613 S.W.2d 118 (1981); Henson v. Money, 1 Ark. App. 97, 613 S.W.2d 123 (1981), aff'd 617 S.W.2d 367 (Ark. 1981); Haberman v. Van Zandvoord, 1 Ark. App. 203, 614 S.W.2d 242 (1981); Sanders v. Sanders, 1 Ark. App. 216, 615 S.W.2d 375 (1981); Barron v. Barron, 1 Ark. App. 323, 615 S.W.2d 394 (1981); Humann v. Renko, 2 Ark. App. 32, 616 S.W.2d 26 (1981); DaCosse v. Ahrens, 2 Ark. App. 61, 616 S.W.2d 777 (1981); Hunt v. McIlroy Bank & Trust, 2 Ark. App. 87, 616 S.W.2d 759 (1981); First Nat'l Bank v. Nash, 2 Ark. App. 135, 617 S.W.2d 24 (1981); Black v. Westwood Properties, Inc., 2 Ark. App. 164, 618 S.W.2d 169 (1981); Dicus v. Allen, 2 Ark. App. 204, 619 S.W.2d 306 (1981); Ballard v. Carroll, 2 Ark. App. 283, 621 S.W.2d 484 (1981); Maxwell v. Sutton, 2 Ark. App. 359, 621 S.W.2d 239 (1981); Coleman v. MFA Mut. Ins. Co., 3 Ark. App. 7, 621 S.W.2d 872 (1981); 555, Inc. v. Barlow, 3 Ark. App. 139, 623 S.W.2d 843 (1981); Calhoun v. Calhoun, 3 Ark. 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Commercial Nat'l Bank, 276 Ark. 418, 635 S.W.2d 258 (1982); Bowen v. Danna, 276 Ark. 528, 637 S.W.2d 560 (1982); National Investors Fire & Cas. Ins. Co. v. Chandler, 4 Ark. App. 116, 628 S.W.2d 593 (1982); Clark v. Clark, 4 Ark. App. 153, 632 S.W.2d 432 (1982); Hayse v. Hayse, 4 Ark. App. 160B, 630 S.W.2d 48 (1982); Everett v. Parts, Inc., 4 Ark. App. 213, 628 S.W.2d 875 (1982); Stout v. Stout, 4 Ark. App. 266, 630 S.W.2d 53 (1982); Chrestman v. Chrestman, 4 Ark. App. 281, 630 S.W.2d 60 (1982); Chrestman v. Chrestman, 4 Ark. App. 281, 630 S.W.2d 60 (1982); Henley's Whsle. Meats, Inc. v. Walt Bennett Ford, Inc., 4 Ark. App. 362, 631 S.W.2d 316 (1982); Hatfield v. Arkansas W. Gas Co., 5 Ark. App. 26, 632 S.W.2d 238 (1982); Saltzman-Guenthner Clinic, Ltd. v. Burnett, 5 Ark. App. 56, 632 S.W.2d 441 (1982); Askins v. Askins, 5 Ark. App. 64, 632 S.W.2d 249 (1982); Back v. Union Life Ins. Co., 5 Ark. App. 176, 634 S.W.2d 150 (1982); Thomas v. International Harvester Credit Corp., 5 Ark. 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### Rule 53. Masters.

(a) *Appointment and Compensation.* Subject to the limitations contained herein, each court in which an action is pending may appoint a special master therein. As used in this rule, the word “master” includes a referee, an auditor, an examiner, a commissioner and an assessor. The compensation to be allowed a master shall be fixed by the court and shall be charged upon such of the parties or paid out of any fund or subject matter of the action, which is in the custody and control of the court as the court may direct. The master shall not retain his report as security for his compensation; but, when the party ordered to pay the compensation allowed by the court does not pay it after notice and within the time prescribed by the court, the master is entitled to a writ of execution against the delinquent party.

(b) *Reference.* A reference to a master shall be the exception and not the rule. Reference shall be made in only those cases where there is no right to trial by jury or where such right has been waived. Except in matters of account and difficult computation of damages, a reference shall be made only upon a showing that some exceptional condition requires it.

(c) *Powers.* The order of reference to a master may specify or limit his powers and may direct him to report only upon particular issues or to do or perform particular acts or to receive and report evidence only and may fix the time and place for beginning and closing the hearings and for the filing of the master's report. Subject to the specifications and limitations stated in the order, the master has and shall exercise the power to regulate all proceedings in every hearing before him and to do all acts and take all

# Tab 4

## Access to Lexis Advance® Online Legal Research for BLR Staff

Pricing information is included under separate cover. Based on the limited information provided in the RFP, the comprehensive content assembly below is based on the BLR's current online account. Should the BLR decide to avail itself of this optional service, LexisNexis would assume that the actual number of seats and content assemblies be negotiated during the contract negotiation process. Pricing for the assemblies below has been included with the pricing sheet.

- National Primary Enhanced
  - Federal and 50 states primary law
    - US Code Service Annotated
    - Federal Register
    - CFR
    - US Supreme Court, all Circuit Courts and District Court Cases.
    - Code of Arkansas Annotated
    - Arkansas Administrative Code
    - Arkansas State and Federal Court Rules
    - Arkansas Municipal Codes
    - AR Court of Appeals Cases from 1979
    - AR Supreme Court Cases from 1837
    - + Cases, statutory codes, administrative codes and registers, agency decisions and more for all other U.S. States
  - Law Reviews, including Arkansas Law Review, University of Arkansas at Little Rock Law Review, etc.
- News with Factiva
  - Approximately 10,000 news sources, updated daily, including the *Arkansas Democrat-Gazette*.
- Accounting analytical + SEC filings
  - EDGAR Online
  - A Guide to Forensic Accounting Investigation
  - Accountants' Handbook
  - Applying GAAP & GAAS
  - Applying Government Accounting Principles
  - Attorney's Handbook of Accounting, Auditing & Financial Reporting
  - Financial Management and Accounting for the Construction Industry
  - Construction Industry Annual Financial Survey
  - Handbook for Internal Auditors
  - The Law of Fundraising
  - Wiley GAAP for Governments
  - Wiley IFRS: Interpretation and Applic of Int'l Acctg and Fin Rpt Standards

The above is merely a high-level description. The full content listings take up around 200 pages and have been included on a Flash Drive for reference.

# Tab 5

## Electronic Access to the Arkansas Code.

LexisNexis proposes to continue to provide a comprehensive computer version of the unannotated Arkansas Code via our Lexis Advance® online legal research platform. LexisNexis will continue to provide free of charge electronic access to the Arkansas Code to the public pursuant to sections 3.0 and 4.1 of the RFP.

Our programmers, field service engineers and database specialists have developed and have been maintaining over the past several years a premier website which will provide free access to a fully searchable, version of the *Arkansas Code*. Our proposed solution, which has recently been significantly improved and is accessed over a two and a half million times per year uses the same technology as our flagship Lexis Advance® online research service and thus offers the same search functionality and capabilities as commercial, subscription-based services. The Online Code will be updated as new legislation has been approved by the Code Revisor.

Our current updating process involves our editorial staff making changes to our production database and then promoting those changes to our online database. This process ensures that changes are implemented online within hours of receiving the updates. We feel that this process will accommodate the requirements of the State.

Users are able to search by table of contents, using natural language or using advanced Boolean search with terms and connectors allowing users to customize their searches to get the most accurate and precise results.

The following illustrations show and explain some of the key functionalities of the public access site.

Site vanity URL: <http://www.lexisnexis.com/hottopics/arcode/>

Search Tips 

Arkansas Code Annotated 

Search All Documents in this source     Table of Contents (TOC) only     Search Selected

---

<input type="checkbox"/> <input type="checkbox"/> Title 1 General Provisions	<p style="color: red;">Click on the + sign to expand the TOC</p> <p style="color: red;">Check box to restrict search to one or more titles</p>
<input type="checkbox"/> <input type="checkbox"/> Title 2 Agriculture	
<input type="checkbox"/> <input type="checkbox"/> Title 3 Alcoholic Beverages	
<input type="checkbox"/> <input type="checkbox"/> Title 4 Business and Commercial Law	
<input type="checkbox"/> <input type="checkbox"/> Title 5 Criminal Offenses	
<input type="checkbox"/> <input type="checkbox"/> Title 6 Education	
<input type="checkbox"/> <input type="checkbox"/> Title 7 Elections	
<input type="checkbox"/> <input type="checkbox"/> Title 8 Environmental Law	
<input type="checkbox"/> <input type="checkbox"/> Title 9 Family Law	
<input type="checkbox"/> <input type="checkbox"/> Title 10 General Assembly	
<input type="checkbox"/> <input type="checkbox"/> Title 11 Labor and Industrial Relations	
<input type="checkbox"/> <input type="checkbox"/> Title 12 Law Enforcement, Emergency Management, and Military Affairs	

Figure 1: Main search/landing page allowing for both searching, as well as, browsing the Table of Contents on the current website.



- Search All Documents in this source     Table of Contents (TOC) only     Search Selected



- Title 1 General Provisions
  - Chapter 1 General Provisions
  - Chapter 2 The Code And Regulations
    - Tit. 1, Ch. 2 Note
    - Subchapter 1-- General Provisions
    - Subchapter 2-- Construction
    - Subchapter 3-- Arkansas Code Revision Commission
      - Tit. 1, Ch. 2, Subch. 3 Note
      - 1-2-301. Creation -- Members.
      - 1-2-302. Code Revisor and staff assistance.
      - 1-2-303. Powers and duties.
      - 1-2-304. Commission not to incur obligations absent appropriated or available funds.
      - 1-2-305. [Repealed.]

Figure 2: Table of contents browsing

Allows for "book" browsing  
of code sections

◀ Previous Next ▶

**A.C.A. § 1-2-304**

[Copy Citation](#)

Current through all laws of the 2017 Regular Session and 2017 First Extraordinary Session, including changes and corrections by the Arkansas Code Revision Commission.

[Arkansas Code Annotated](#) > [Title 1 General Provisions](#) > [Chapter 2 The Code And Regulations](#) > [Subchapter 3-- Arkansas Code Revision Commission](#)

**1-2-304. Commission not to incur obligations absent appropriated or available funds.**

**(a)** The Arkansas Code Revision Commission shall not enter into any contracts or incur any financial obligations with publishing firms for the compilation, recompilation, revision, codification, or recodification of the statutes of Arkansas, nor shall the commission enter into contracts for professional services or incur any obligation of a continuing nature as authorized in this subchapter if the expenditure of state funds will be required, unless funds have been appropriated or are available from other sources available to it for that purpose.

**(b)** In no event shall the commission create a financial commitment or obligation, to be paid by the commission or the State of Arkansas, in excess of the funds available to the commission for the fiscal year in which the services or obligations are incurred.

**History**

Acts 1983, No. 641, § 3; A.S.A. 1947, § 1-303; Acts 1987, No. 334, § 3; 2015, No. 1154, § 1.

*Figure 3: Display of an individual Code Section on current website. The unannotated free version contains the following elements*

- *Code Section #*
- *Currency statement*
- *Catch line*
- *Text of the code*
- *Legislative history*

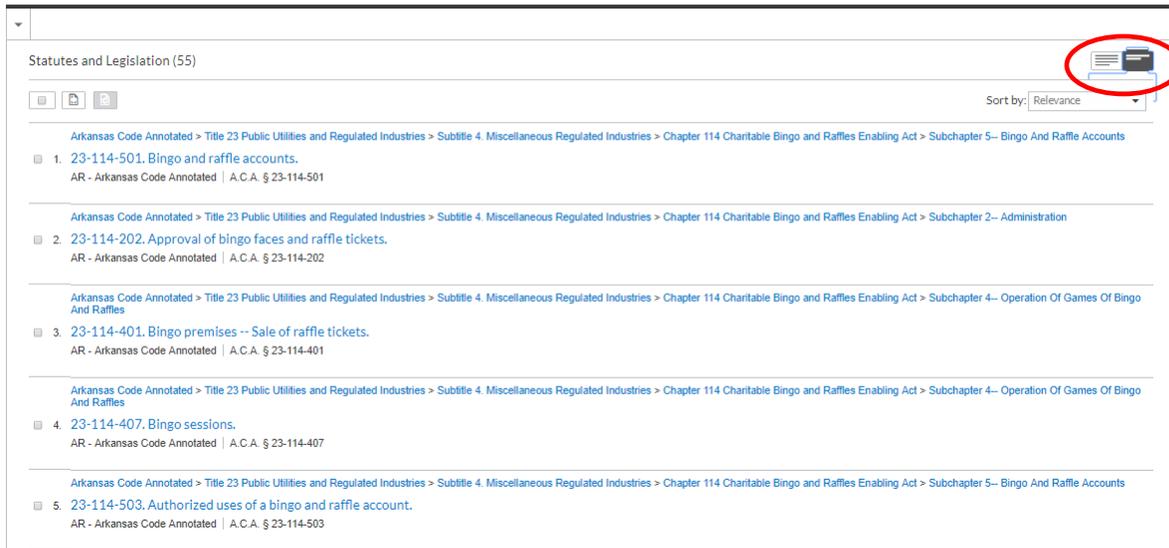


Figure 4: Search results – Title view

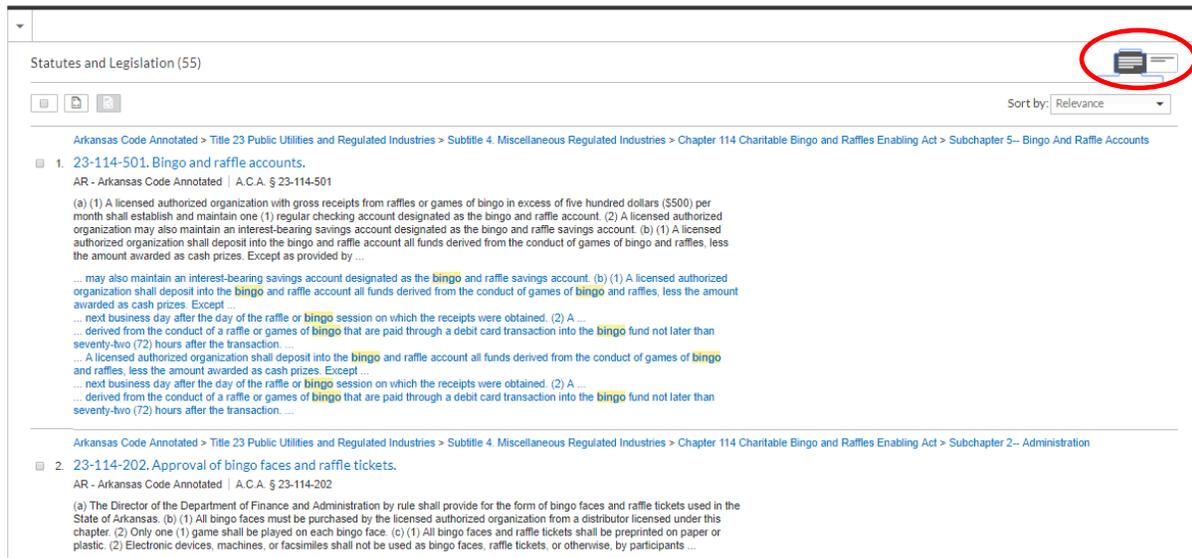
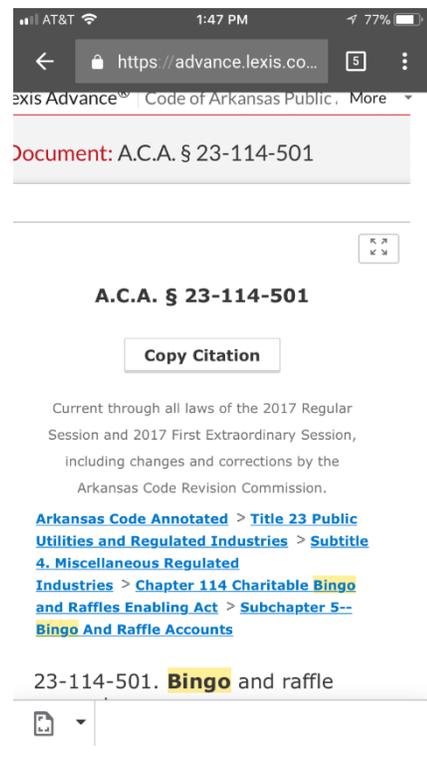
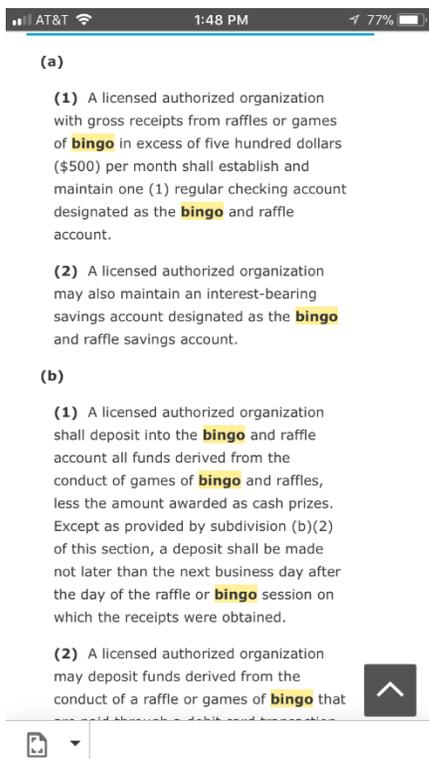
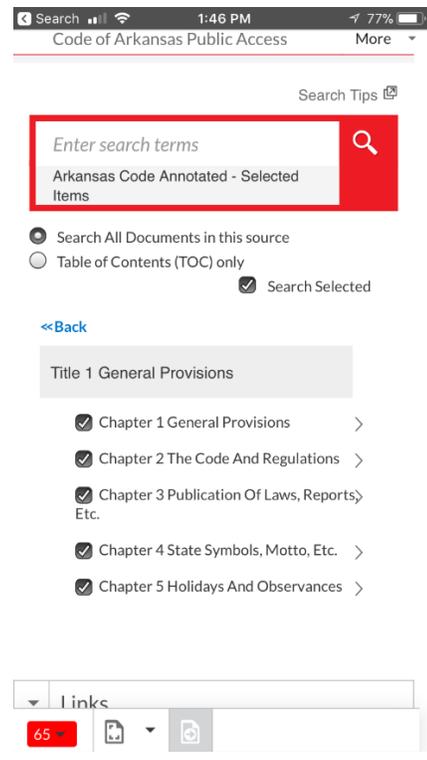
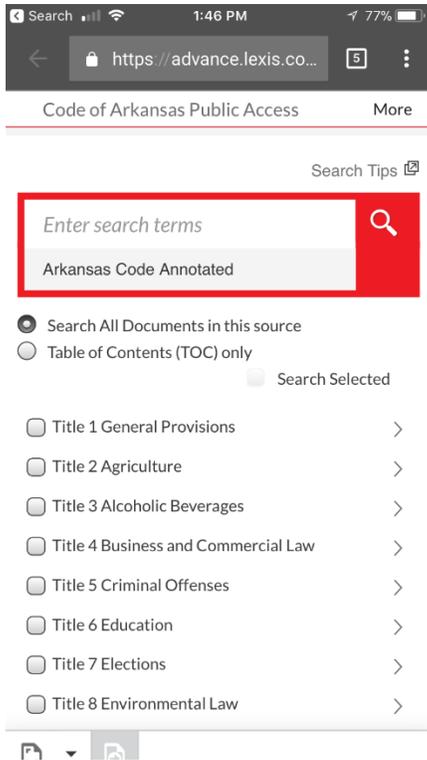


Figure 5: Full view of same search results as Figure 4, but this display option allows users to see the search term in context. Toggle between the two views using the circled buttons.

The recently enhanced site is now also fully compatible with all major mobile devices and offers the same functionality and ease of use on an iPhone as it does on a desktop PC. The following four screenshots illustrate the Arkansas Code mobile experience.



## Other Electronic Formats

LexisNexis currently produces the *Arkansas Primary Law DVD* which meets or exceeds the content requirements set out in Section 3.0 of the RFP. Specifically, this product, which is updated quarterly, contains the following:



- Arkansas Code of 1987 Annotated
- Arkansas Supreme Court Decisions since December 1943
- Arkansas Court of Appeals Decisions since August 1979
- Opinions of the Arkansas Attorney General since 1977

Pricing for this product is included on the pricing sheet.

However, LexisNexis is respectfully requesting the Commission's approval to discontinue this product. The market for CD/DVDs has all but collapsed in recent years and most new computers do not even come equipped with a CD/DVD reader anymore.

It should be noted that at the present time, there are only 3 paid subscribers to the Arkansas Primary Law DVD and the last time LexisNexis sold a new Arkansas Primary Law subscription was nearly 6 years ago (in April 2012).

As such, LexisNexis hopes that the Commission will agree that it makes little practical or economic sense to produce a product with such extremely limited market/appeal.

To the extent that the BLR utilizes the Law on Disc for bill-drafting or similar purposes, LexisNexis proposes to instead provide an XML custom output to meet that particular need.

# Tab 6



**State of Arkansas**  
**Bureau of**  
**Legislative Research**

Marty Garrity, Director  
 Kevin Anderson, Assistant Director  
 for Fiscal Services  
 Matthew Miller, Assistant Director  
 for Legal Services  
 Richard Wilson, Assistant Director  
 for Research Services

**REQUEST FOR PROPOSAL**

RFP Number: BLR-180001	
Commodity: <b>Publishing and Editing of Statutory Materials Services</b>	Proposal Opening Date: <b>March 15, 2018</b>
Date: <b>February 15, 2018</b>	Proposal Opening Time: <b>4:00 P.M. CST</b>

PROPOSALS SHALL BE SUBMITTED IN HARD COPY AND ELECTRONIC FORMAT AND WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF PROPOSAL OPENING, AND VENDOR'S RETURN ADDRESS. THE ELECTRONIC SUBMISSIONS SHOULD BE CLEARLY MARKED AS A PROPOSAL IN RESPONSE TO RFP NO. BLR-170004. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE BUREAU OF LEGISLATIVE RESEARCH.

**Vendors are responsible for delivery of their proposal documents to the Bureau of Legislative Research prior to the scheduled time for opening of the particular proposal. When appropriate, Vendors should consult with delivery providers to determine whether the proposal documents will be delivered to the Bureau of Legislative Research office street address prior to the scheduled time for proposal opening. Delivery providers, USPS, UPS, FedEx, and DHL, deliver mail to our street address, 500 Woodlane Street, State Capitol Building, Room 315, Little Rock, Arkansas 72201, on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.**

MAILING ADDRESS: 500 Woodlane Street State Capitol Building, Room 315 Little Rock, Arkansas 72201	PROPOSAL OPENING LOCATION: Bureau of Legislative Research Director's Office State Capitol Building, Room 315
E-MAIL: <a href="mailto:thayerj@blr.arkansas.gov">thayerj@blr.arkansas.gov</a>	
TELEPHONE: (501) 682-1937	

Company Name: Matthew Bender & Co., Inc., a Member of LexisNexis Group ("LexisNexis")

Name (type or print): Anders Ganten

Title: Sr. Director Government & Corrections

Address: 701 E Water St, Charlottesville, VA 22902

Telephone Number: 434 284 1269

Fax Number: 434 972 7677

E-Mail Address: anders.ganten@lexisnexis.com

Identification: 14-0499170

Federal Employer ID Number

**FAILURE TO PROVIDE TAXPAYER IDENTIFICATION NUMBER MAY  
RESULT IN PROPOSAL REJECTION**

Business Designation Individual (check one):	<input type="checkbox"/>	Sole Proprietorship <input type="checkbox"/>	Public Service Corp <input type="checkbox"/>
	Partnership <input type="checkbox"/>	Corporation <input checked="" type="checkbox"/>	Government/ Nonprofit <input type="checkbox"/>

GENERAL DESCRIPTION:	Publishing and Editing of Statutory Materials Services
TYPE OF CONTRACT:	Term

**MINORITY BUSINESS POLICY**

Participation by minority businesses is encouraged in procurements by state agencies, and although it is not required, the Bureau of Legislative Research ("BLR") supports that policy. "Minority" is defined at Arkansas Code Annotated § 15-4-303 as "a lawful permanent resident of this state who is: (A) African American; (B) Hispanic American; (C) American Indian; (D) Asian American; (E) Pacific Islander American; or (F) A service-disabled veteran as designated by the United States Department of Veteran Affairs". "Minority business enterprise" is defined at Arkansas Code Annotated § 15-4-303 as "a business that is at least fifty-one percent (51%) owned by one (1) or more minority persons". The Arkansas Economic Development Commission conducts a certification process for minority businesses. Vendors unable to include minority-owned businesses as subcontractors may explain the circumstances preventing minority inclusion.

**EQUAL EMPLOYMENT OPPORTUNITY POLICY**

The Vendor shall submit a copy of the Vendor's Equal Opportunity Policy. EO Policies shall be submitted in hard copy and electronic format to the Director of the Bureau of Legislative Research accompanying the solicitation response. The Bureau of Legislative Research will maintain a file of all Vendor EO policies submitted in response to solicitations issued by the Bureau of Legislative Research. The submission is a one-time requirement, but Vendors are responsible for providing updates or changes to their respective policies.

**EMPLOYMENT OF ILLEGAL IMMIGRANTS**

The Vendor shall certify prior to award of the contract that it does not employ or contract with any illegal immigrants in its contract with the Bureau of Legislative Research. Vendors shall certify on the Proposal Signature Page and online at <https://www.ark.org/dfa/immigrant/index.php/disclosure/submit/new> . Any subcontractors used by the Vendor at the time of the Vendor's certification shall also certify that they do not employ or contract with any illegal immigrant. Certification by the subcontractors shall be submitted within thirty (30) days after contract execution.

**RESTRICTION OF BOYCOTT OF ISRAEL**

Pursuant to Arkansas Code § 25-1-503, a public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.

By checking the designated box on the Proposal Signature Page, the Vendor agrees and certifies that they do not, and will not for the duration of the contract boycott Israel.

## **DISCLOSURE FORMS**

Completion of the EO-98-04 Governor's Executive Order contract disclosure forms located at <http://www.dfa.arkansas.gov/offices/procurement/Documents/contgrantform.pdf> is required as a condition of obtaining a contract with the Bureau of Legislative Research and shall be submitted with the Vendor's response.

## **SECTION I. GENERAL INFORMATION**

### **1.0 INTRODUCTION**

The purpose of this Request For Proposal ("RFP") issued by the Bureau of Legislative Research ("BLR") is to invite responses ("Proposals") from Vendors desiring to provide publishing and editing of statutory materials services for the Arkansas Code Revision Commission (the "Commission") and the Bureau of Legislative Research ("BLR").

The Commission and the BLR intend to execute one contract as a result of this procurement ("the Contract"), if any contract is issued at all, encompassing all of the products and services contemplated in this RFP, and Proposals shall be evaluated accordingly. All Vendors must fully acquaint themselves with the needs and requirements of the Commission and the BLR and obtain all necessary information to develop an appropriate solution and to submit responsive and effective Proposals.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section

### **1.1 ISSUING AGENCY**

This RFP is issued by the BLR for the Commission. The BLR is the sole point of contact in the state for the selection process. Vendor questions regarding RFP-related matters should be made in writing (via e-mail) through the Director of the BLR's Legal Counsel, Jillian Thayer, [thayerj@blr.arkansas.gov](mailto:thayerj@blr.arkansas.gov). Questions regarding technical information or clarification should be addressed in the same manner.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section

### **1.2 SCHEDULE OF EVENTS**

- Release RFP February 15, 2018
- Deadline for submission of questions March 8, 2018
- Closing for receipt of proposals and opening of proposals March 15, 2018 at 4:00 p.m. CST
- Evaluation of proposals by BLR March 15, 2018 to March 28, 2018
- Proposals released to Commission March 29, 2018
- Selection of Vendors to make Oral Presentations To Be Announced by Commission
- Oral Presentations/Intent to Award To Be Announced by Commission
- Approval of draft contract by the Executive Subcommittee of the Legislative Council April 19, 2018
- Approval of final contract by the Legislative Council April 20, 2018
- Contract Execution/Contract Start Date Upon approval of the Legislative Council

Proposals are due no later than the date and time listed on Page 1 of the RFP.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section

### **1.3 CAUTION TO VENDORS**

- Vendors shall not contact members of the Commission or the BLR regarding this RFP or the Vendor Selection process from the time the RFP is posted until the Intent to Award is issued, other than through submission of questions in the manner provided for under Section 1.7 of this RFP. The BLR will initiate all other necessary contact with Vendors. **Any violation of this requirement can be considered a basis for disqualification of the Vendor by the Commission.**
- **Vendors shall respond to each numbered paragraph of the RFP, including by written acknowledgment of the requirements and terms contained in paragraphs that require no other response.** (e.g. "Section 1.3. Vendor acknowledges and agrees with the requirements set forth in this section.") Failure to provide a response will be interpreted as an affirmative response or agreement to the conditions. Reference to handbooks or other technical materials as part of a response must not constitute the entire response, and Vendor must identify the specific page and paragraph being referenced.
- On or before the date and time specified on page one of this RFP, Vendors shall submit:
  - a. One (1) signed original hard copy of the original proposal and the Official Proposal Price Sheet ("OPPS");
  - b. Twenty-five (25) additional copies of the redacted proposal and the OPPS (If no redacted version is submitted, then 25 copies of the original proposal.); and
  - a. If the Vendor's proposal contains information that is proprietary and confidential, two (2) electronic versions of the proposal (one (1) redacted electronic version and one (1) unredacted electronic version) on CD, flash drive, or via e-mail. However, if there is no information to redact, one (1) electronic version of the proposal is sufficient.
- If emailing electronic versions, send to Jillian Thayer [atthayerj@blr.arkansas.gov](mailto:atthayerj@blr.arkansas.gov) .
- **Pricing from the Official Proposal Price Sheet, attached as Attachment A, must be separately sealed and submitted from the proposal response and clearly marked as pricing information. The electronic version of the Official Proposal Price Sheet must also be sealed and submitted separately from the electronic version of the proposal and, if submitted via e-mail, the e-mail must clearly state that the attachment contains pricing information.** Failure to submit the required number of copies with the proposal may be cause for rejection.
- For a proposal to be considered, an official authorized to bind the Vendor to a resultant contract must have signed the proposal **and** the Official Proposal Price Sheet.
- All official documents shall be included as part of the resultant Contract.
- The Commission reserves the right to award a contract or reject a proposal for any or all line items of a proposal received as a result of this RFP, if it is in the best interest of the Commission to do so. Proposals will be rejected for one or more reasons not limited to the following:
  - b. Failure of the Vendor to submit his or her proposal(s) on or before the deadline established by the issuing office;
  - c. Failure of the Vendor to respond to a requirement for oral/written clarification, presentation, or demonstration;

- d. Failure to supply Vendor references;
- e. Failure to sign the original proposal and the Official Proposal Price Sheet;
- e. Failure to complete and sign the Official Proposal Price Sheet(s) and include them sealed separately from the rest of the proposal;
- f. Any wording by the Vendor in its response to this RFP, or in subsequent correspondence, that conflicts with or takes exception to a requirement in the RFP; or
- g. Failure of any proposed services to meet or exceed the specifications.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section

#### **1.4 RFP FORMAT**

Any statement in this document that contains the word “must” or “shall” means that compliance with the intent of the statement is mandatory, and failure by the Vendor to satisfy that intent will cause the proposal to be rejected.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section

#### **1.5 ALTERATION OF ORIGINAL RFP DOCUMENTS**

The original written or electronic language of the RFP shall not be changed or altered except by approved written addendum issued by the BLR. This does not eliminate a Vendor from taking exception(s) to these documents, but it does clarify that the Vendor cannot change the original document’s written or electronic language. If the Vendor wishes to make exception(s) to any of the original language, it must be submitted by the Vendor in separate written or electronic language in a manner that clearly explains the exception(s). If Vendor’s submittal is discovered to contain alterations/changes to the original written or electronic documents, the Vendor’s response may be declared non-responsive, and the response shall not be considered.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section

#### **1.6 REQUIREMENT OF AMENDMENT**

THIS RFP MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE BUREAU OF LEGISLATIVE RESEARCH. Vendors are cautioned to ensure that they have received or obtained and responded to any and all amendments to the RFP prior to submission.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section

#### **1.7 RFP QUESTIONS**

Any questions regarding the contents and requirements of the RFP and the format of responses to the RFP shall be directed to Jillian Thayer **via email only** at [thayerj@blr.arkansas.gov](mailto:thayerj@blr.arkansas.gov). Questions must be submitted by the deadline set forth in Section 1.2, Schedule of Events. Questions submitted by Vendors and answers to questions, as provided by the Bureau of Legislative Research, will be made public.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section

#### **1.8 SEALED PRICES/COST**

The Official Proposal Price Sheet submitted in response to this RFP must be submitted separately sealed from the proposal response or submitted in a separate e-mail. An official authorized to bind the Vendor to any resulting Contract must sign the Official Proposal Price Sheet.

Vendors must include all pricing information on the Official Proposal Price Sheet and any attachments thereto and must clearly mark said page(s) and e-mail as pricing information. The electronic version of the Official Proposal Price Sheet must also be sealed separately from the electronic version of the proposal and submitted on CD, flash drive, or in a separate e-mail. Official Proposal Price Sheets may be reproduced as needed. Vendors may expand items to identify all proposed services and costs. A separate listing, which must include pricing, may be submitted with summary pricing.

All charges included on the Official Proposal Price Sheet, must be valid for one hundred eighty (180) days following proposal opening, and shall be included in the cost evaluation. The pricing must include all associated costs for the service being bid.

The BLR will not be obligated to pay any costs not identified on the Official Proposal Price Sheet. Any cost not identified by the Vendor but subsequently incurred in order to achieve successful operation will be borne by the Vendor.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section

### **1.9 PROPRIETARY INFORMATION**

Proposals and documents pertaining to the RFP become the property of the BLR, and after release to the Commission, shall be open to public inspection pursuant to the Arkansas Freedom of Information Act, § 25-19-101, *et seq.* It is the responsibility of the Vendor to identify all proprietary information by providing a redacted copy of the proposal, as discussed below, and to seal such information in a separate envelope or e-mail marked as confidential and proprietary.

If the proposal contains information that the Vendor considers confidential and proprietary, the Vendor shall submit one (1) complete electronic copy of the proposal from which any proprietary information has been removed, *i.e.*, a redacted copy. The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and be submitted on a CD, a flash drive, or in a separate e-mail. Except for the redacted information, the electronic copy must be identical to the original hard copy. The Vendor is responsible for ensuring the redacted copy on CD, flash drive, or submitted via e-mail is protected against restoration of redacted data. ***Submission of a redacted copy is at the discretion of the Vendor, but if no information is redacted, the entire proposal will be considered available as public information once published to the Commission members.***

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section

### **1.10 DELIVERY OF RESPONSE DOCUMENTS**

It is the responsibility of Vendors to submit proposals at the place and on or before the date and time set in the RFP solicitation documents. Proposal documents received at the BLR office after the date and time designated for proposal opening are considered late proposals and shall not be considered. Proposal documents that are to be returned may be opened to verify which RFP the submission is for.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section

### **1.11 BID EVALUATION**

The Commission will evaluate all proposals to ensure all requirements are met. The Contract will be awarded on the basis of the proposal that most thoroughly satisfies the relevant criteria as determined by the Commission.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section

### **1.12 ORAL AND/OR WRITTEN PRESENTATIONS/DEMONSTRATIONS**

The Commission will select a small group of Vendors from among the proposals submitted to attend a meeting of the Commission to answer questions and to make oral and written presentations to the Commission. All presentations are subject to be recorded.

The Successful Vendor selected by the Commission shall attend the April 19, 2018 meeting of the Executive Subcommittee of the Legislative Council and the April 20, 2018 meeting of the Legislative Council, in order to answer any questions that may arise regarding the Contract.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section

### **1.13 INTENT TO AWARD**

After complete evaluation of the proposal, the intent to award will be announced at the April 2018, meeting of the Commission. The date of this meeting will be announced by the Commission at least one week prior. The purpose of the announcement is to establish a specific time in which vendors and agencies are aware of the intent to award. The Commission reserves the right to waive this policy, the Intent to Award, when it is in the best interest of the state.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section

### **1.14 APPEALS**

A Vendor who is aggrieved in connection with the award of a contract may protest to the Executive Subcommittee of the Legislative Council. The protest shall be submitted in writing within five (5) calendar days after the intent to award is announced. After reasonable notice to the protestor involved and reasonable opportunity for the protestor to respond to the protest issues cited by the Executive Subcommittee, the Arkansas Legislative Council, or the Joint Budget Committee if the Arkansas General Assembly is in session, shall promptly issue a decision in writing that states the reasons for the action taken. The Arkansas Legislative Council's or the Joint Budget Committee's decision is final and conclusive. In the event of a timely protest, the Bureau of Legislative Research shall not proceed further with the solicitation or with the award of the contract unless the co-chairs of the Arkansas Legislative Council or the Joint Budget Committee make a written determination that the award of the contract without delay is necessary to protect substantial interests of the state.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section

### **1.15 PAST PERFORMANCE**

A Vendor's past performance may be used in the evaluation of any offer made in response to this solicitation. The past performance should not be greater than three (3) years old and must be supported by written documentation submitted to the Bureau of Legislative Research with the Vendor's RFP response. Documentation shall be in the form of a report, memo, file, or any other appropriate authenticated notation of performance to the vendor files.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section

### **1.16 TYPE OF CONTRACT**

This will be a term contract consisting of an initial contract term of seven (7) years, with an option for two (2) automatic renewals of up to seven (7) years per renewal term, for a maximum possible contract term of twenty-one (21) years. The Commission and the BLR will have the option to renegotiate at the time of renewal.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section

### **1.17 PAYMENT AND INVOICE PROVISIONS**

All invoices shall be delivered to the BLR and must show an itemized list of charges. The Invoice, Invoice Remit, and Summary must be delivered via email to Jillian Thayer, Legal Counsel to the Director, at [thayerj@blr.arkansas.gov](mailto:thayerj@blr.arkansas.gov).

The BLR shall have no responsibility whatsoever for the payment of any federal, state, or local taxes that become payable by the Successful Vendor or its subcontractors, agents, officers, or employees. The Successful Vendor shall pay and discharge all such taxes when due.

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the BLR. The BLR may not be invoiced in advance of delivery and acceptance of any services. Payment will be made only after the Successful Vendor has successfully satisfied the BLR as to the reliability and effectiveness of the services as a whole. Purchase Order Number and/or Contract Number should be referenced on each invoice.

The Successful Vendor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the BLR. Access will be granted to state or federal government entities or any of their duly authorized representatives upon request.

Financial and accounting records shall be made available, upon request, to the BLR's designee(s) at any time during the contract period and any extension thereof and for five (5) years from expiration date and final payment on the Contract or extension thereof.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section

### **1.18 PRIME CONTRACTOR RESPONSIBILITY**

The Successful Vendor will be required to assume prime contractor responsibility for the Contract and will be the sole point of contact.

If any part of the work is to be subcontracted, the Vendor must disclose in its proposal the following information: a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's business organization.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section

### **1.19 DELEGATION AND/OR ASSIGNMENT**

The Vendor shall not assign the Contract in whole or in part or any payment arising therefrom without the prior written consent of the Commission. The Vendor shall not delegate any duties under the Contract to a subcontractor unless the Commission, has given written consent to the delegation.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section

### **1.20 CONDITIONS OF CONTRACT**

The Successful Vendor shall at all times observe and comply with federal and state laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of the Contract which in any manner affect the completion of the work. The Successful Vendor shall indemnify and save harmless the BLR, the Commission, the Arkansas Legislative Council, the Arkansas General Assembly, and the State of Arkansas and all of their officers, representatives, agents, and employees

against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order, or decree by an employee, representative, or subcontractor of the Successful Vendor.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section

### **1.21 STATEMENT OF LIABILITY**

The BLR and the Commission will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of contractor-owned technical literature to be delivered or to be used in the installation of deliverables. The Vendor is required to retain total liability for technical literature until the deliverables have been accepted by the authorized BLR official. At no time will the BLR or the Commission be responsible for or accept liability for any Vendor-owned items.

The Successful Vendor shall indemnify and hold harmless the Commission and its members, the Arkansas Legislative Council and its members, the BLR and its officers, directors, agents, retailers, and employees, and the State of Arkansas from and against any and all suits, damages, expenses, losses, liabilities, claims of any kind, costs or expenses of any nature or kind, including, with limitation, court costs, attorneys' fees, and other damages, arising out of, in connection with, or resulting from the development, possession, license, modification, disclosure, or use of any copyrighted or non-copyrighted materials, trademark, service mark, secure process, invention, process or idea (whether patented or not), trade secret, confidential information, article, or appliance furnished or used by a vendor in the performance of the Contract.

The resulting Contract shall be governed by the laws of the State of Arkansas, without regard for Arkansas' conflict of law principles. Any claims against the Bureau of Legislative Research, the Commission, the Arkansas Legislative Council, or the Arkansas General Assembly, whether arising in tort or in contract, shall be brought before the Arkansas State Claims Commission as provided by Arkansas law, and shall be governed accordingly. Nothing in this RFP or the resulting contract shall be construed as a waiver of sovereign immunity.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section in so far the liability/indemnification relates to actions/negligence on its own part. As the copyright is owned by the State of Arkansas, LexisNexis would not be party to any proceedings or actions related to copyright infringement by a third party, etc., and LexisNexis requests that the BLR/ACRC clarifies the scope of the liability/indemnification does not include such situations during the contract negotiation period. LexisNexis's liability would be limited to any copyright infringement, etc. for LexisNexis is directly responsible.

### **1.22 AWARD RESPONSIBILITY**

The BLR and the Commission will be responsible for award and administration of any resulting contract(s).

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section

### **1.23 INDEPENDENT PRICE DETERMINATION**

By submission of this proposal, the Vendor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

- The prices in the proposal have been arrived at independently, without collusion, and that no prior information concerning these prices has been received from or given to a competitive company; and
- If there is sufficient evidence of collusion to warrant consideration of this proposal by the Office of the Attorney General, all Vendors shall understand that this paragraph may be used as a basis for litigation.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section

### **1.24 PUBLICITY**

News release(s), media interviews, or other publicity by a Vendor pertaining to this RFP or any portion of the project shall not be made without prior written approval of the BLR, as authorized by the Commission chair. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the Vendor's proposal.

The Successful Vendor agrees not to use the BLR's, the Commission's, the Arkansas Legislative Council's, or the Arkansas General Assembly's names, trademarks, service marks, logos, images, or any data arising or resulting from this RFP or the Contract as part of any commercial advertising or proposal without the express prior written consent of the BLR and the Commission in each instance.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section

### **1.25 CONFIDENTIALITY**

The Successful Vendor shall be bound to confidentiality of any confidential information that its employees may become aware of during the course of performance of contracted services. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of the Contract.

The Successful Vendor shall represent and warrant that its performance under the Contract will not infringe any patent, copyright, trademark, service mark, or other intellectual property rights of any other person or entity and that it will not constitute the unauthorized use or disclosure of any trade secret of any other person or entity.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section

### **1.26 PROPOSAL TENURE**

All Proposals shall remain valid for one hundred eighty (180) calendar days from the Proposal due date referenced on Page 1 of the RFP.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section

### **1.27 WARRANTIES**

- The Successful Vendor shall warrant that it currently is, and will at all times remain, lawfully organized and constituted under all federal, state, and local law, ordinances, and other authorities of its domicile and that it currently is, and will at all times remain, in full compliance with all legal requirements of its domicile and the State of Arkansas.
- The Successful Vendor shall warrant and agree that all services provided pursuant to this RFP and the Contract have been and shall be prepared or done in a workman-like manner consistent with the highest standards of the industry in which the services are normally performed. The Successful Vendor further represents and warrants that all computer programs implemented for performance under the Contract shall meet the performance standards required thereunder and shall correctly and accurately perform their intended functions.
- The Successful Vendor shall warrant that it is qualified to do business in the State of Arkansas and is in good standing under the laws of the State of Arkansas, and shall file appropriate tax returns as provided by the laws of this State.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section and represents as stated above.

### **1.28 CONTRACT TERMINATION**

Subsequent to award and execution of the Contract, the Commission and the BLR may terminate the Contract at any time. In the event of termination, the Successful Vendor agrees to apply its best efforts to bring work in progress to an orderly conclusion, in a manner and form consistent with the Contract and satisfactory to the Commission.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section

### **1.29 VENDOR QUALIFICATIONS**

The Successful Vendor must, upon request of the Commission, furnish satisfactory evidence of its ability to furnish products or services in accordance with the terms and conditions of this proposal. The Commission

reserves the right to make the final determination as to the Vendor's ability to provide the services requested herein.

The Vendor must demonstrate that it possesses the capabilities and qualifications described in Sections 3 and 5, including without limitation the following:

- Be capable of providing the services required by the Commission;
- Be authorized to do business in this State; and
- Complete the Official Proposal Price Sheet in Attachment A.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section

### **1.30 NEGOTIATIONS**

As provided in this RFP, discussions may be conducted by the Commission and the BLR with a responsible Vendor who submits proposals determined to be reasonably susceptible of being selected for award for the purpose of obtaining clarification of proposal responses and negotiation for best and final offers.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section

### **1.31 LICENSES AND PERMITS**

During the term of the Contract, the Vendor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections, and related fees for each or any such licenses, permits, and/or inspections required by the state, county, city, or other government entity or unit to accomplish the work specified in this solicitation and the contract.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section

### **1.32 OWNERSHIP OF MATERIALS & COPYRIGHT**

All data, material, and documentation prepared for the Commission pursuant to the Contract shall belong exclusively to the Commission. The Successful Vendor shall register the copyright claim in all materials in the Arkansas Code of 1987 Annotated (the "A.C.A."), Official Edition, and all supplements and revisions to it, including the indices, tables, commentaries, and Court Rules volumes, and shall register the copyright claim in all materials contained in any electronic format or database prepared by the Successful Vendor pursuant to the resulting Contract, on behalf and in the name of the Commission as copyright owner by making the necessary notices required by statute and performing any other acts necessary to register the copyright claims reserved to the Commission.

The Arkansas Code of 1987 Annotated, Official Edition, and all supplements and revisions to it, including the indices, tables, commentaries, and Court Rules volumes, are works made for hire and the Commission owns and retains all rights appraised in the copyrights therein and owns and retains all rights appraised in the copyright in any electronic format or database prepared by the Successful Vendor pursuant to any resultant Contract.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section

## **SECTION 2. OVERVIEW**

### **2.0 PUBLISHING AND EDITING OF STATUTORY MATERIALS OVERVIEW AND OBJECTIVES**

This RFP is seeking proposals to result in a term contract for the publication, editorial revision, and upkeep

of the laws of the State of Arkansas of a general and permanent nature, along with annotations, editor's notes, histories, indices and the supplements and upkeep services to the Arkansas Code of 1987 Annotated, Official Edition (the "A.C.A"), as specified below in both printed and electronic form and for the marketing and sale of the A.C.A. The proposals in response to this RFP shall be for both the printed and electronic form produced together. In other words, one proposal shall be made for the printed and electronic publication of the A.C.A.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section

## **SECTION 3. PUBLISHING AND EDITING OF STATUTORY MATERIALS SERVICES**

**3.0 SCOPE OF WORK/SPECIFICATIONS** The Vendor's proposal shall include provision of the following scope of work to the Commission:

- **Arkansas Code of 1987 Annotated, Official Edition.** The Arkansas Code of 1987 Annotated, Official Edition, presently consists of:
  1. Fifty (50) volumes, containing the law of a general and permanent nature in 28 titles;
  2. One (1) Constitutions volume, containing the following: the United States Constitution with amendments; the Arkansas Constitution of 1874, with amendments, The Arkansas Constitution of 1836, with amendments; the Arkansas Constitution of 1861; the Arkansas Constitution of 1864; and the Arkansas Constitution of 1868; the Louisiana Cession Treaty of 1803; selected parts of the Act of Admission, 1836; the supplementary compact to the Act of Admission, 1836; the State of Arkansas' acceptance of the 1836 supplementary compact; the 1847 Amendment to the second subdivision of the 1836 supplementary compact; the 1846 Amendment to the fifth subdivision of the 1836 supplementary compact; the federal enactments settling certain boundary lines of the State of Arkansas, including, between Arkansas and Missouri, Act of February 15, 1848 (see 9 Stat. 211, ch. 10), between Arkansas and Indian country, Act of March 3, 1875 (see 18 Stat. 476, ch. 140), between Arkansas and Indian Territory, Act of February 10, 1905 (see 33 Stat. 714, ch. 571), and between Arkansas and Tennessee, Act of February 4, 1909 (see 35 Stat. 1163, Res. 7); various federal land grant acts, including, University and Seminary Land (1827), Act of March 2, 1827 (See 4 Stat. 235, ch. 53), Public Building in Little Rock (1831), Act of March 2, 1831 (see 4 Stat. 473, ch. 67), Courthouse and Jail in Little Rock (1832), Act of June 15, 1832 (see 4 Stat. 531, ch. 129), Public Building in Little Rock (1832), Act of July 4, 1832 (see 4 Stat. 563, ch. 172), selected provisions of Internal Improvement Lands, 1841, Act of Sept. 4, 1841 (see 5 Stat. 455, ch. 16, §§ 8, 9), Governor's Power under 1841 Act (1842), Act of March 19, 1842 (see 5 Stat. 471, ch. 8), Sale of School Lands (1843), Act of Feb. 15, 1843 (see 5 Stat. 600, ch. 33), and Swamp Lands (1850), Act of Sept. 28, 1850 (see 9 Stat. 519, ch. 84); various federal railroad land grant acts, including, Act of February 9, 1853 (see 10 Stat. 155, ch. 59), Act of July 4, 1866 (see 14 Stat. 83, ch. 165), Act of July 28, 1866 (see 14 Stat. 338, ch. 300), Act of April 10, 1869 (see 16 Stat. 46, ch. 26), Act of March 8, 1870 (see 16 Stat. 76, ch. 25), and Act of May 6, 1870 (see 16 Stat. 376, J.R. No. 53); the Admission of State to Representation in Congress (1868), Act of June 22, 1868 (see 15 Stat. 72, ch. 69); and certain federal laws concerning authentication, including, 28 U.S.C. §§ 1733, 1738, 1739, 1741, and 43 U.S.C. § 18;
  3. Three (3) General Index volumes;
  3. Two (2) Tables volumes;
  4. Two (2) Commentaries volumes; and
  5. Two (2) Court Rules volumes.
- **Vendor's Responsibilities.** The bound volumes, replacement volumes, supplements, and advance code services of the Arkansas Code of 1987 Annotated, Official Edition, ("A.C.A.") shall be printed and bound according to standards and specifications as decided by the Commission in consultation with the Successful Vendor. The format of the S u c c e s s f u l Vendor's printed

version and the style in which it is printed, including, but not limited to, its size, typeface, grade of paper, and binding, shall be in a manner that facilitates its use and presents the laws in an accurate and readable manner. The Successful Vendor shall consult and reach an agreement with the Commission before altering the existing format and style of the present printed version of the A.C.A. The layout of the text of the statutes in the Successful Vendor's printed version shall conform to the layout in the A.C.A., unless otherwise authorized the Commission.

The Successful Vendor shall prepare the annotations, indices, and other editorial work contained in the A.C.A., subject to the review and approval of the Commission. The Successful Vendor shall provide the texts of all items included in the Constitutions volume as set out above.

- **Supplements and Replacement Volumes.** The Successful Vendor shall prepare after each regular legislative session an annotated cumulative supplement to the A.C.A., in pocket part or stand-alone pamphlet form for all current volumes, including the Tables volumes, and a new set of General Index volumes, except for any volumes to be replaced within thirty (30) days after shipment of the supplements.
- **Advance Code Service.** The Successful Vendor shall provide an Advance Code Service for the A.C.A., in formats and frequencies as approved by the Commission to be sold to customers at prices to be determined by the Commission upon recommendation of the Successful Vendor. The Advance Code Service shall include all acts of a general and permanent nature enacted by the Arkansas General Assembly during every extraordinary legislative session occurring after the last regular legislative session included in the cumulative supplement or replacement volumes unless the acts of the extraordinary legislative session were included in the cumulative supplement or replacement volumes and any corrections identified by the Commission.
- **Arkansas Code of 1987 Annotated, Official Edition, Electronic Format(s), and Arkansas Code of 1987, Unannotated Version, On-line Access.**
  1. **Arkansas Code of 1987 Annotated, Official Edition, Electronic Format(s).** The Successful Vendor shall produce and sell to the public in one or more electronic formats approved by the Commission the A.C.A., including Opinions of the Arkansas Attorney General, Arkansas Court Rules, and Arkansas-reported judicial decisions, with periodic updates as determined by the Arkansas Code Revision Commission.
  2. **On-line Access to the Arkansas Code of 1987 Unannotated Version.** The Successful Vendor shall provide on-line access to the Arkansas Code of 1987, Unannotated Version, accessible through the official website of the Arkansas General Assembly, as run by the BLR, without charge to the State of Arkansas, consisting of the database of the Arkansas Code of 1987, Unannotated Version, updated as necessary when the A.C.A. is updated, using a search engine that has been approved by the Commission. The Successful Vendor shall provide this service through its own facilities or may contract for the provision of this service, with the permission of the Commission.
  3. **Timely Updating of the On-line Version of the Arkansas Code of 1987 Unannotated Version.** The Successful Vendor shall timely update the on-line website each time the electronic publication, or any update to a publication, is prepared. The Successful Vendor shall also timely update the website to reflect legislation enacted as the result of an extraordinary legislative session or voter-approved changes affecting the Arkansas Constitution or the A.C.A., or to make any corrections identified by the Commission.
- **Costs Associated with Transitioning to a New Vendor.** If, by this RFP process, the decision is made to award a contract to a Vendor other than the one currently under contract with the Commission, and the process of transitioning the A.C.A. to a new publisher results in the need for additional staff, overtime for BLR Staff, or any other costs associated with the work needed to complete the transition, the Vendor shall bear the entirety of those costs and shall reimburse the BLR for any costs it incurs in the transition process. The Vendor's proposal shall include any proposed need for additional staff or services by the BLR.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section. However, LexisNexis is proposing that the offline electronic format be discontinued.

### **3.1 SERVICES AND QUALIFICATIONS OF EDITORS**

The services provided by the Successful Vendor pursuant to this Request for Proposal must address the stated specifications and requirements. These services will be provided to the Commission.

All editors and indexers involved in the preparation of the upkeep materials for the A.C.A. by the Successful Vendor shall be lawyers. In this RFP, "lawyer" means a graduate of an accredited law school admitted to the practice of law in one or more jurisdictions. All copy editors and index technicians shall have been appropriately trained and shall be supervised by lawyer editors. The Successful Vendor shall designate one lawyer editor for primary editorial responsibility. Vendors shall specify and warrant in their proposals in response to this RFP that all editors and indexers will meet the definition of lawyer as it is used herein.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section.

### **3.2 RIGHT OF SALE**

The Successful Vendor shall have the exclusive right of sale and license of the A.C.A., and all supplements thereto and replacement volumes therefor within and outside the State of Arkansas for the term of any resulting Contract. The Successful Vendor shall also have the non-exclusive right to sell and license unannotated version of the A.C.A. The commission reserves the right to market the A.C.A., or any portion thereof, in unannotated form in any medium, including, but not limited to, printed for and electronic form, or to license any one or more third parties to market the A.C.A. in unannotated form in any medium. Unannotated form means without any of the supporting annotations, except for the catchlines and history notes. The State of Arkansas may exchange, through reciprocity, complete sets of the A.C.A. for complete sets of codes or statutes of other states, and territories, tribes, and the federal government.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section. LexisNexis respectfully requests that the Commission's power to grant competing licenses as far as possible be limited to non-commercial uses and that LexisNexis is entitled to reasonable compensation if it is asked by the Commission to prepare and distribute such an output.

## **SECTION 4. COST PROPOSAL**

### **4.0 PRINT VERSION OF A.C.A.**

The Vendor's proposal shall include the following pricing for print versions of the A.C.A. both as they will be sold to the general public and the cost to the BLR:

- The initial price of sets of the A.C.A., including the current cumulative supplement, the index, all replacement volumes published within one year after the set purchase, and any supplement published within 90 days after purchase of the set;

- The initial price for the cumulative supplement to the A.C.A. to be published during the term of the contract. The price for the cumulative supplement shall include, without additional charge, any supplement published within 90 days after purchase of the cumulative supplement;
- The initial price of replacement volumes to the A.C.A.; and
- The price per subscription for the Advance Code Service to the A.C.A.

The initial price of individual volumes with their supplements shall not exceed a price to be determined by the Commission upon recommendation of the Successful Vendor, but the Commission shall not be bound by the recommendation. Vendor's proposal shall include the recommended price.

The Successful Vendor may compile and sell volumes of the A.C.A. on a particular subject, such as "Election Laws", upon approval of the Commission and at a price to be approved by the Commission upon recommendation of the Contractor. Vendor's proposal shall include the recommended price.

The Vendor shall include in its proposal provision of the following at no cost to the BLR:

- Up to fifty (50) sets of the A.C.A., which may include electronic format versions as determined by the BLR;
- Supplements, replacement volumes, indexes, court rules, and Advanced Code Service volumes, as they are published, or as the electronic format versions are updated, in order to keep each of the sets provided up to date.

The costs to the BLR listed in Official Proposal Price Sheet will refer to any sets or volumes beyond the maximum of fifty (50) sets provided at no cost that the BLR may require.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section.

#### **4.1 ELECTRONIC VERSION OF A.C.A. AND PUBLIC ACCESS ON INTERNET**

The Vendor's Proposal shall include pricing for the electronic version of the A.C.A., both as they will be sold to the general public and provided to the BLR:

- The initial subscription price for the A.C.A. in one or more electronic format. The subscription price for second and subsequent copies of the A.C.A. in electronic format shall not exceed fifty percent (50%) of the price for the first electronic copy; and
- The annual price for the A.C.A. database subscription, including all indices.

The annual subscription price for the A.C.A. in electronic format on computer networks shall be approved by the Commission upon recommendation of the Successful Vendor, but the Commission is not bound by the recommendation. Vendor's proposal shall include the recommended price. Increases in the price of a single disc shall be determined by the Commission upon recommendation of the Successful Vendor, but the Commission is not bound by the recommendation.

The Commission shall approve the subscription agreement, including the use of the A.C.A. in electronic format on a network, and any subsequent modifications to assure compliance with any resulting Contract between the Successful Vendor and the Commission and BLR.

Increases in the price of a subscription of the electronic copy of the A.C.A. and its indices shall be determined by the Commission upon recommendation of the Contractor, but the Commission is not bound by the recommendation.

Vendor's proposal shall include pricing for maintenance of public access on the internet through the Arkansas General Assembly website to the A.C.A. and its indices.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section. However, LexisNexis is proposing that the offline electronic format be discontinued.

#### **4.2 ACCESS TO VENDOR'S ELECTRONIC LEGAL RESEARCH SERVICES**

If the Vendor maintains and controls an online electronic legal research subscription service, Vendor shall include in its proposal the subscription pricing that it would charge the BLR for use by its employees if the BLR should choose to use that service. Providing pricing under the proposal does not obligate the BLR to utilize the legal research subscription services of the Successful Vendor.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section

### **SECTION 5. ADDITIONAL VENDOR REQUIREMENTS**

#### **5.0 COMPREHENSIVE VENDOR INFORMATION**

All proposals should be complete and carefully worded and should convey all of the information requested by the Commission and the BLR. If significant errors are found in the Vendor's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the Commission will be the sole judge as to whether that variance is significant enough to reject the proposal. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Vendor's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of the content. Proposals that include either modifications to any of the contractual requirements of the RFP or a Vendor's standard terms and conditions may be deemed non-responsive and therefore not considered for award.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section

#### **5.1 VENDOR PROFILE**

In addition to information requested in other sections of the RFP, the Vendor shall submit the following:

- Business Name;
- Business Address;
- Alternate Business Address;
- Primary Contact Name, Title, Telephone, Fax, and E-mail Address;
- How many years this company has been in this type of business;
- Proof that the Vendor is qualified to do business in the State of Arkansas;
- A disclosure of the Vendor's name and address and, as applicable, the names and addresses of the following: If the Vendor is a corporation, the officers, directors, and each stockholder of more than a ten percent (10%) interest in the corporation. However, in the case of owners of equity securities of a publicly traded corporation, only the names and addresses of those known to the corporation to own beneficially five percent (5%) or more of the securities need be disclosed; if the Vendor is a trust, the trustee and all persons entitled to receive income or benefits from the trust; if the Vendor is an association, the members, officers, and directors; and if the Vendor is a partnership or joint venture, all of the general partners, limited partners, or joint venturers;
- A disclosure of all the states and jurisdictions in which the Vendor does business and the nature of the business for each state or jurisdiction;

- A disclosure of all the states and jurisdictions in which the Vendor has contracts to supply the type of services requested under this RFP and the nature of the goods or services involved for each state or jurisdiction;
- A disclosure of the details of any finding or plea, conviction, or adjudication of guilt in a state or federal court of the Vendor for any felony or any other criminal offense other than a traffic violation committed by the persons identified as management, supervisory, or key personnel;
- A disclosure of the details of any bankruptcy, insolvency, reorganization, or corporate or individual purchase or takeover of another corporation, including without limitation bonded indebtedness, and any pending litigation of the Vendor;
- A disclosure of any conflicts of interest on the part of the Vendor or its personnel that will be working on this project.
- Additional disclosures and information that the Commission may determine to be appropriate for the procurement involved.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section. Responses to the individual points are included under Tab 7 and elsewhere.

## **5.2 GENERAL INFORMATION**

Vendor shall submit any additional information for consideration such as specialized services, staffs available, or other pertinent information the Vendor may wish to include.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section. Responses to the individual points are included under the different tabs

## **5.3 DISCLOSURE OF LITIGATION**

A Vendor shall include in its Proposal a complete disclosure of any civil or criminal litigation or indictment involving such Vendor. A Vendor shall also disclose any civil or criminal litigation or indictment involving any of its joint ventures, strategic partners, prime contractor team members, and subcontractors. This disclosure requirement is a continuing obligation, and any litigation commenced after a Vendor has submitted a Proposal under this RFP must be disclosed to the BLR in writing within five (5) days after the litigation is commenced.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section. Responses to the individual points are included under Tab 7.

## **5.4 EXECUTIVE SUMMARY**

A Vendor must provide a summary overview and an implementation plan for the entire project being proposed. The intent of this requirement is to provide the Commission with a concise but functional summary of the discussion of each phase of the Vendor's plan in the order of progression. While the Commission expects a Vendor to provide full details in each of the sections in other areas of the RFP relating to its plan, the Executive Summary will provide a "map" for the Commission to use while reviewing the Proposal.

Each area summarized must be listed in chronological order, beginning with the date of Contract execution, to provide a clear indication of the flow and duration of the project. A Vendor may use graphics, charts, pre-printed reports, or other enhancements as a part of this section to support the chronology or add to the presentation. Any such materials must be included in the original and each copy of the Proposal.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section. An executive summary is included prior to Tab 1.

## **5.5 VENDOR'S QUALIFICATIONS**

A Vendor shall provide resumes or short biographies and qualifications of all management, supervisory, and key personnel to be involved in performing the services contemplated under this RFP. The resumes shall present the personnel in sufficient detail to provide the Commission with evidence that the personnel involved can perform the work specified in the RFP. A Vendor shall provide a brief history of its company, to include the name and location of the company and any parent/subsidiary affiliation with other entities. If a Vendor is utilizing the services of a subcontractor(s) for any of the service components listed, the Vendor shall include in its proposal response a brief history of the subcontractor's company to include the information requested herein.

A Vendor shall provide:

- A brief professional history, including the number of years of experience in providing the services required under this RFP or related experience and any professional affiliations and trade affiliations.
- A listing of current accounts and the longevity of those accounts.
- An organizational chart highlighting the names/positions that will be involved in the contract, including the individual who will be primarily responsible for managing the account on a day-to-day basis.
- A detailed description of the plan for assisting the Commission in meeting its goals and objectives, including how the requirements will be met and what assurances of efficiency and success the proposed approach will provide.
- An indication of the timeframe the Vendor would require to assist the Commission in meeting its goals and objectives.
- A detailed, narrative statement listing the three (3) most recent, comparable contracts (including contact information) that the Vendor has performed and the general history and experience of its organization.
- At least three (3) references from entities that have recent (within the last three (3) years) contract experience with the Vendor and are able to attest to the Vendor's work experience and qualifications relevant to this RFP.
- A list of every business for which Vendor has performed, at any time during the past three (3) years, services substantially similar to those sought with this solicitation. Err on the side of inclusion; by submitting an offer, Vendor represents that the list is complete.
- List of failed projects, suspensions, debarments, and significant litigation.
- An outline or other information relating to why the Vendor's experience qualifies in meeting the specifications stated in Section 3 of this RFP.

A Vendor shall provide information on any conflict of interest with the objectives and goals of the Commission that could result from other projects in which the Vendor is involved. Failure to disclose any such conflict may be cause for Contract termination or disqualification of the response.

A Vendor or its subcontractor(s) must list all clients that were lost between March 2015 and the present and the reason for the loss. The Commission reserves the right to contact any accounts listed in this section. A Vendor must describe any contract disputes involving an amount of thirty-five thousand dollars (\$35,000) or more that the Vendor, or its subcontractor(s), has been involved in within the past two (2) years. Please indicate if the dispute(s) have been successfully resolved.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section. Responses to the individual points are included under Tab 7 and elsewhere.

### **5.5.1 BACKGROUND INVESTIGATION**

Vendors must allow the BLR to perform an investigation of the financial responsibility, security, and integrity of a Vendor submitting a bid, if required by the Commission.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section.

## **SECTION 6. EVALUATION CRITERIA FOR SELECTION**

### **6.0 GENERALLY**

The Vendor should address each item listed in this RFP to be guaranteed a complete evaluation. After initial qualification of proposals, selection of the Successful Vendor will be determined in a meeting of the Commission by evaluation of several factors.

The Commission has developed evaluation criteria that will be used by the Commission and that is incorporated in Section 6.1 of this RFP. Other agents of the Commission may also examine documents.

Submission of a proposal implies Vendor acceptance of the evaluation technique and Vendor recognition that subjective judgments must be made by the Commission during the evaluation of the proposals.

The Commission reserves, and a Vendor by submitting a Proposal grants to the Commission, the right to obtain any information from any lawful source regarding the past business history, practices, and abilities of Vendor, its officers, directors, employees, owners, team members, partners, and/or subcontractors.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section.

### **6.1 EVALUATION CRITERIA**

The following evaluation criteria are listed according to their relative importance; however, the difference between the importance assigned to any one criterion and the criteria immediately preceding and following is small:

- Directly related experience;
- Pricing;
- Plan for providing services;
- Proposed schedule for providing services;
- Proposed personnel and the credentials of those assigned;
- Compliance with the requirements of the RFP; and
- Past performance.

**LexisNexis Response:** LexisNexis acknowledges and agrees with the requirements set forth in this section.

## **PROPOSAL SIGNATURE PAGE**

Type or Print the following information:

### **Prospective Contractor Contact Information**

Contact Person: Anders Ganten Title: Sr. Director, Government & Corrections

Phone: 434 284 1269 \_\_\_\_\_ Alternate Phone: N/A \_\_\_\_

Email: anders.ganten@lexisnexis.com

### **Confirmation of Redacted Copy**

YES, a redacted copy of proposal documents is enclosed.

NO, a redacted copy of submission documents is not enclosed. I understand a full copy of non-redacted submission documents will be released if requested.

*Note: If a redacted copy of the proposal documents is not provided with the Vendor's proposal, and neither box is checked a copy of the unredacted documents will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).*

### **Illegal Immigrant Confirmation**

By signing and submitting a response to this RFP and by certifying online at <https://www.ark.org/dfa/immigrant/index.php/disclosure/submit/new> , the Vendor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Vendor certifies that they will not employ or contract with illegal immigrants during the aggregate term of the contract.

### **Israel Boycott Restriction Confirmation**

By checking the box below, the Vendor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract.

Vendor does not and will not boycott Israel.

---

***An official authorized to bind the Vendor to a resultant contract shall sign below.***

The Signature below signifies agreement that any exception that conflicts with the requirements of this RFP will cause the Vendor's proposal to be disqualified.

**Authorized Signature:** \_\_\_\_\_ **Title: Sr. Director, Govt & Corrections**

**Printed/Typed Name:** Anders Ganten \_\_\_\_\_ **Date:** 3/13/18 \_\_\_\_\_

**Tab 7**

## 5.1 VENDOR PROFILE

In addition to information requested in other sections of the RFP, the Vendor shall submit the following:

- **Business Name;**  
Matthew Bender & Company, Inc.
  
- **Business Address;**  
701 E Water St, Charlottesville, VA 22902
  
- **Alternate Business Address;**  
9443 Springboro Pike, Miamisburg, OH 45342
  
- **Primary Contact Name, Title, Telephone, Fax, and E-mail Address;**  
Anders Ganten  
Sr. Director Government and Corrections  
t (434) 284 1269  
f (434) 972 7677  
e [anders.ganten@lexisnexis.com](mailto:anders.ganten@lexisnexis.com)
  
- **How many years this company has been in this type of business;**  
Over 100 years. See “About LexisNexis” under Tab 1 for further narrative on company history.
  
- **Proof that the Vendor is qualified to do business in the State of Arkansas;**  
See copy of AR Secretary of State registration included under this tab.
  
- **A disclosure of the Vendor’s name and address and, as applicable, the names and addresses of the following: If the Vendor is a corporation, the officers, directors, and each stockholder of more than a ten percent (10%) interest in the corporation. However, in the case of owners of equity securities of a publicly traded corporation, only the names and addresses of those known to the corporation to own beneficially five percent (5%) or more of the securities need be disclosed; if the Vendor is a trust, the trustee and all persons entitled to receive income or benefits from the trust; if the Vendor is an association, the members, officers, and directors; and if the Vendor is a partnership or joint venture, all of the general partners, limited partners, or joint venturers;**  
Matthew Bender is a wholly-owned subsidiary of RELX Group Plc. RELX Group is owned by two listed companies
  - RELX PLC, which is listed on the London Stock Exchange, owns 52.9% of RELX Group Plc
  - RELX NV, which is listed on the Amsterdam Stock Exchange, owns 47.1 of RELX Group Plc
  - Both RELX PLC and RELX NV have very diverse shareholder bases and neither entity has to the best of our knowledge an ownership share exceeding the thresholds above.

Detailed information about RELX Group can be found in the company’s most recent annual report located at <https://www.relx.com/~media/Files/R/RELX-Group/documents/reports/annual-reports/relx2017-annual-report.pdf>

In particular:

- Bios of the Board of Directors (Numbered page 66)
- Ownership of Matthew Bender & Co, Inc (Numbered Page 162)
- RELX Group structure (Numbered page 71)

- **A disclosure of all the states and jurisdictions in which the Vendor does business and the nature of the business for each state or jurisdiction**

RELX Group serves customers in more than 180 countries and has offices in about 40 countries. LexisNexis/Matthew Bender provides legal research solutions (online and offline) in all 50 US States, as well as, all US territories.

- **A disclosure of all the states and jurisdictions in which the Vendor has contracts to supply the type of services requested under this RFP and the nature of the goods or services involved for each state or jurisdiction;**

See list of States where LexisNexis is the official publisher of State Codes in the “About LexisNexis” section under Tab 1.

As for the services provided, see the “Relevant Experience” section under Tab 2.

- **A disclosure of the details of any finding or plea, conviction, or adjudication of guilt in a state or federal court of the Vendor for any felony or any other criminal offense other than a traffic violation committed by the persons identified as management, supervisory, or key personnel;**

N/A

- **A disclosure of the details of any bankruptcy, insolvency, reorganization, or corporate or individual purchase or takeover of another corporation, including without limitation bonded indebtedness, and any pending litigation of the Vendor;**

N/A

- **A disclosure of any conflicts of interest on the part of the Vendor or its personnel that will be working on this project.**

N/A, see also Contract and Grant Disclosure form included under this tab.

## **5.2 GENERAL INFORMATION**

**Vendor shall submit any additional information for consideration such as specialized services, staffs available, or other pertinent information the Vendor may wish to include.**

See Tabs 1-6.

### 5.3 DISCLOSURE OF LITIGATION

**A Vendor shall include in its Proposal a complete disclosure of any civil or criminal litigation or indictment involving such Vendor. A Vendor shall also disclose any civil or criminal litigation or indictment involving any of its joint ventures, strategic partners, prime contractor team members, and subcontractors. This disclosure requirement is a continuing obligation, and any litigation commenced after a Vendor has submitted a Proposal under this RFP must be disclosed to the BLR in writing within five (5) days after the litigation is commenced.**

LexisNexis/Matthew Bender is not involved in any material litigation related to contracts for services similar in scope to those contemplated under this RFP.

LexisNexis/Matthew Bender participated as an *amicus curiae* in a copyright infringement action brought by the Georgia Code Commission (*Code Revision Commission et al v. Public.Resource.Org, Inc.*; Case 1:15-cv-02594-RWS). (U.S. District Court, Northern District of Georgia, Atlanta Division). That case has been appealed to the 11<sup>th</sup> Circuit but LexisNexis/Matthew Bender is not a party in those proceedings.

## **5.5 VENDOR'S QUALIFICATIONS**

A Vendor shall provide resumes or short biographies and qualifications of all management, supervisory, and key personnel to be involved in performing the services contemplated under this RFP. The resumes shall present the personnel in sufficient detail to provide the Commission with evidence that the personnel involved can perform the work specified in the RFP. A Vendor shall provide a brief history of its company, to include the name and location of the company and any parent/subsidiary affiliation with other entities. If a Vendor is utilizing the services of a subcontractor(s) for any of the service components listed, the Vendor shall include in its proposal response a brief history of the subcontractor's company to include the information requested herein.

A Vendor shall provide:

- **A brief professional history, including the number of years of experience in providing the services required under this RFP or related experience and any professional affiliations and trade affiliations.**

See details under Tabs 1 and 2.

- **A listing of current accounts and the longevity of those accounts.**

See tabs 1 and 2 for a listing of States where LexisNexis provides services similar to those contemplated under this RFP.

- **An organizational chart highlighting the names/positions that will be involved in the contract, including the individual who will be primarily responsible for managing the account on a day-to-day basis.**

See Staff Bios under Tab 2

- **A detailed description of the plan for assisting the Commission in meeting its goals and objectives, including how the requirements will be met and what assurances of efficiency and success the proposed approach will provide.**

See Publishing Plan under Tab 3.

- **An indication of the timeframe the Vendor would require to assist the Commission in meeting its goals and objectives.**

See Publishing Plan under Tab 3. LexisNexis stands ready to work with the Commission to meet the Commission's needs have have for the last twenty years

- **A detailed, narrative statement listing the three (3) most recent, comparable contracts (including contact information) that the Vendor has performed and the general history and experience of its organization.**

See narratives for all LexisNexis statutory publishing experience in tabs 1 and 2.

- **At least three (3) references from entities that have recent (within the last three (3) years) contract experience with the Vendor and are able to attest to the Vendor's work experience and qualifications relevant to this RFP.**

See three references included under Tab 2.

- **A list of every business for which Vendor has performed, at any time during the past three (3) years, services substantially similar to those sought with this solicitation. Err on the side of inclusion; by submitting an offer, Vendor represents that the list is complete.**

See narratives for all LexisNexis statutory publishing experience in Tabs 1 and 2.

- **List of failed projects, suspensions, debarments, and significant litigation.**

None related to contracts to supply of the type of services requested under this RFP

- **An outline or other information relating to why the Vendor's experience qualifies in meeting the specifications stated in Section 3 of this RFP.**

See the Executive Summary + Tabs 1-5

**A Vendor shall provide information on any conflict of interest with the objectives and goals of the Commission that could result from other projects in which the Vendor is involved. Failure to disclose any such conflict may be cause for Contract termination or disqualification of the response.**

None known.

**A Vendor or its subcontractor(s) must list all clients that were lost between March 2015 and the present and the reason for the loss. The Commission reserves the right to contact any accounts listed in this section. A Vendor must describe any contract disputes involving an amount of thirty-five thousand dollars (\$35,000) or more that the Vendor, or its subcontractor(s), has been involved in within the past two (2) years. Please indicate if the dispute(s) have been successfully resolved.**

None related to contracts to supply of the type of services requested under this RFP

# CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR:  Yes  No

IS THIS FOR:  Goods?  Services?  Both?

TAXPAYER ID NAME: Matthew Bender & Co, Inc. FIRST NAME: Anders M.I.: P

YOUR LAST NAME: Ganten ADDRESS: 701 E Water St CITY: Charlottesville STATE: VA ZIP CODE: 22902 COUNTRY: USA

**AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:**

## FOR INDIVIDUALS \*

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held <small>(senator, representative, name of board/commission, data entry, etc.)</small>	For How Long?		What is the person(s) name and how are they related to you? <small>(i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)</small>	Relation
	Current	Former		From MM/YY	To MM/YY		
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

## \* None of the above applies

## FOR AN ENTITY (BUSINESS) \*

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held <small>(senator, representative, name of board/commission, data entry, etc.)</small>	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the above applies

## Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:  

*Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.*
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature  Title Sr Director Government Date 03/13/2018

Vendor Contact Person Anders Ganten Title Sr Director Government Phone No. 434 284 1269

Agency use only

Agency Number \_\_\_\_\_ Agency Name \_\_\_\_\_

Agency Contact Person \_\_\_\_\_

Contact Phone No. \_\_\_\_\_

Contract or Grant No. \_\_\_\_\_



## Search Incorporations, Cooperatives, Banks and Insurance Companies

[Printer Friendly Version](#)

LLC Member information is now confidential per Act 865 of 2007

Use your browser's back button to return to the Search Results

[Begin New Search](#)

For service of process contact the [Secretary of State's office.](#)

Corporation Name	MATTHEW BENDER & COMPANY, INC.
Fictitious Names	LEXISNEXIS MATTHEW BENDER MICHIE
Filing #	100175003
Filing Type	Foreign For Profit Corporation
Filed under Act	For Bus Corp; 958 of 1987
Status	Good Standing
Principal Address	
Reg. Agent	THE CORPORATION COMPANY
Agent Address	124 WEST CAPITOL AVE, STE 1900 LITTLE ROCK, AR 72201
Date Filed	09/03/1999
Officers	SEE FILE, Incorporator/Organizer RENEE SIMONTON , Tax Preparer MICHAEL WALSH , President KENNETH THOMPSON, II , Secretary JULIE GOLDWEITZ , Vice-President KENNETH FOGARTY , Treasurer
Foreign Name	N/A
Foreign Address	2 PARK AVENUE NEW YORK, 10016
State of Origin	NY

[Purchase a Certificate of Good Standing for this Entity.](#)

[Pay Franchise Tax for this corporation](#)

**Affirmative Action-EEO Policy****Last Updated:** December 12, 2013**Equal Employment Opportunity and Affirmative Action**

As an Equal Opportunity Employer, the Company prohibits unlawful employment discrimination in accordance with applicable federal, state and local anti-discrimination laws, orders, directives and regulations. As a U.S. government federal contractor, the Company maintains Affirmative Action Programs (AAPs) in compliance with applicable Executive Orders. The Company's objective is to provide equal opportunity for employment advancement and all other aspects of the employment relationship in an environment where unlawful discrimination is not permitted.

Accordingly, the Company prohibits discrimination in employment on the basis of race, color, religion, creed, sex, status as a qualified individual with a disability, national origin, ancestry, marital status, sexual orientation, pregnancy status, gender identity and expression, citizenship status, age, veteran status (including Vietnam Veteran status), genetic information or any other characteristic protected by law.

Equal Employment Opportunity and Affirmative Action are fundamental policies of the Company that are administered and reviewed with close scrutiny. The Company's policies and its AAP are designed to ensure that decisions on all employment practices (including, but not limited to, promotion, demotion, layoff and termination, job advertisement, transfers, compensation and benefits, education and training, reasonable accommodation due to disability or religion, social and recreational programs, work assignments and other working conditions) are made in accordance with the principles of equal employment. All employees are responsible for promoting a work environment that is free of discrimination, supports diversity and inclusion, and encourages respect and dignity for others. The Company does not tolerate unlawful discrimination by any employee.

The Company will also communicate the requirements of this policy to outside firms responsible for providing temporary workers.

## AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYMENT POLICY STATEMENT

LexisNexis, a division of RELX Group, is proud to provide equal employment opportunities to all qualified persons without regard to age, race, color, marital status (including civil union status), national origin, citizenship status, creed, religion, sex, sexual orientation, gender identity, disability, genetic information, veteran status or any other characteristic protected by law. Our equal employment opportunity policy applies to all employees and applicants and to all phases of employment including, but not limited to, recruiting, advertising, hiring, placement, promotion, transfer, demotion, lay off, termination, rehiring, rates of pay and/or other compensation, training, use of company facilities, participation in company-sponsored employee activities or programs or any other terms or conditions of employment. Harassment because of membership in any protected class also is prohibited and will not be tolerated.

As part of its equal employment opportunity policy, LexisNexis also takes affirmative action as required by applicable laws and Executive Orders to ensure that minority group individuals, females, protected veterans (i.e., disabled veterans, Armed Forces service medal veterans, recently separated veterans, or other veterans who served during a war, or in a campaign or expedition for which a campaign badge has been authorized), and qualified individuals with disabilities are incorporated into our workforce and considered for promotional and other employment opportunities. LexisNexis has developed written Affirmative Action Plans setting forth the policies, practices and procedures to which it is committed as part of its efforts in this area.

LexisNexis has implemented an audit and reporting system to: (i) measure the effectiveness of its affirmative action programs; (ii) indicate any need for remedial action; (iii) determine whether known individuals with disabilities and covered veterans have had the opportunity to participate in all company sponsored educational, training, recreational, and social activities; (iv) measure compliance with affirmative action obligations; and (v) document the actions taken to comply with affirmative action obligations.

LexisNexis will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by LexisNexis, or (c) consistent with LexisNexis's legal duty to furnish information.

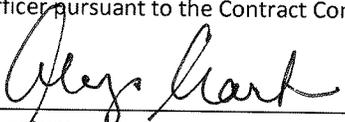
Employees and applicants of LexisNexis will not be subjected to harassment, intimidation or any type of retaliation because they have (i) filed a complaint; (ii) participated in an investigation, compliance review, hearing or any other activity related to the administration of any federal, state or local law requiring equal employment opportunity; (iii) opposed any act or practice made unlawful by any federal, state or local law requiring equal opportunity; or (iv) exercised any other legal right protected by federal, state or local law requiring equal opportunity.

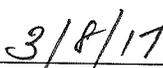
If any employees or applicants believe they have experienced or witnessed discrimination, harassment, or retaliation, they should immediately inform their supervisor or manager or report their complaint to Human Resources. Such reports of discrimination, harassment or retaliation will be taken seriously and will be investigated promptly and thoroughly. If an investigation confirms that a violation of this policy has occurred, LexisNexis will take appropriate corrective action, up to and including immediate termination of employment of any employee found to have violated this policy as appropriate under the circumstances.

The above-mentioned policies shall be periodically brought to the attention of employees and shall be appropriately administered. It is the responsibility of each supervisor of the company to ensure affirmative implementation of these policies to avoid any discrimination in employment. All employees are expected to recognize these policies and cooperate with their implementation.

Ultimate responsibility for this Affirmative Action/Equal Opportunity Employment Program will be with the Executive Vice President for Human Resources for LexisNexis. The day-to-day duties for the plan will be coordinated by Lexie West who is hereby designated the Affirmative Action/Equal Opportunity Employment Officer for LexisNexis.

I have expressly advised Lexie West of her legal responsibilities as LexisNexis's Affirmative Action/Equal Opportunity Employment Officer pursuant to the Contract Compliance Regulations Section 46a-68j-27(4).

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

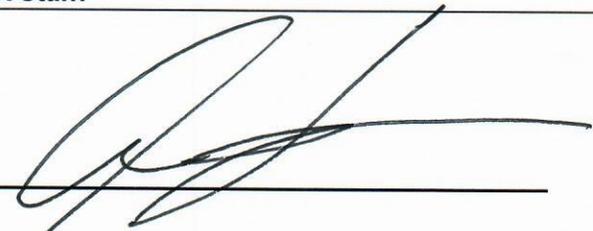
**ATTACHMENT A**  
**OFFICIAL PROPOSAL PRICE SHEET**

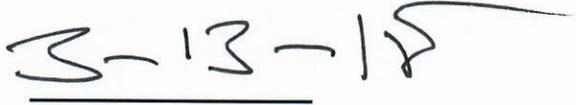
**Note: The Official Proposal Price Sheet must be submitted in a separate envelope or e-mail. Any reference to pricing in the technical proposal shall be cause for disqualification from further considerations for award.**

1. Bids should provide at least a 180-day acceptance period.
2. By submission of a proposal, the proposer certifies the following:
  - A. Prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition;
  - B. No attempt has been made nor will be by the proposer to induce any other person or firm to submit a proposal for the purpose of restricting competition;
  - C. The person signing this proposal is authorized to represent the company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this RFP; and
  - D. Prices in this proposal have not been knowingly disclosed by the proposer and will not be prior to award to any other proposer.

**The Official Price Proposal Sheet must be submitted in substantially the following form, allowing for the inclusion of specific information regarding positions, goods, services, etc., and signed by an official authorized to bind the Vendor to a resultant contract.**

<b>Print Version of A.C.A.</b>	<b>PRICE FOR THE PUBLIC</b> (per volume/per set)	<b>PRICE FOR THE BLR</b> (per volume/per set)
Initial Price for Sets of the A.C.A.	\$650.00	\$650.00
Initial Price for Cumulative Supplement <sup>1</sup>	\$130.00	\$130.00
Initial Price for Replacement Volumes <sup>1 2</sup>	\$38.00	\$38.00
Initial Price of the Index <sup>1</sup>	\$40.00	\$40.00
Price for the Advance Code Service <sup>1</sup>	\$95.00	\$95.00
<b>Electronic Version of A.C.A. and Public Access on Internet</b>	<b>PRICE FOR THE PUBLIC</b>	<b>PRICE FOR THE BLR</b>
Initial Subscription Price <sup>3</sup>	\$650.00	\$325.00
Annual Price for database subscription <sup>3</sup>	\$650.00	\$325.00
Maintenance of public access on the internet to the A.C.A. <sup>4</sup>	No Charge	No Charge
<b>Access to Vendor's Legal Research Subscription Services for BLR Staff: <sup>5</sup></b>	See separate sheet	

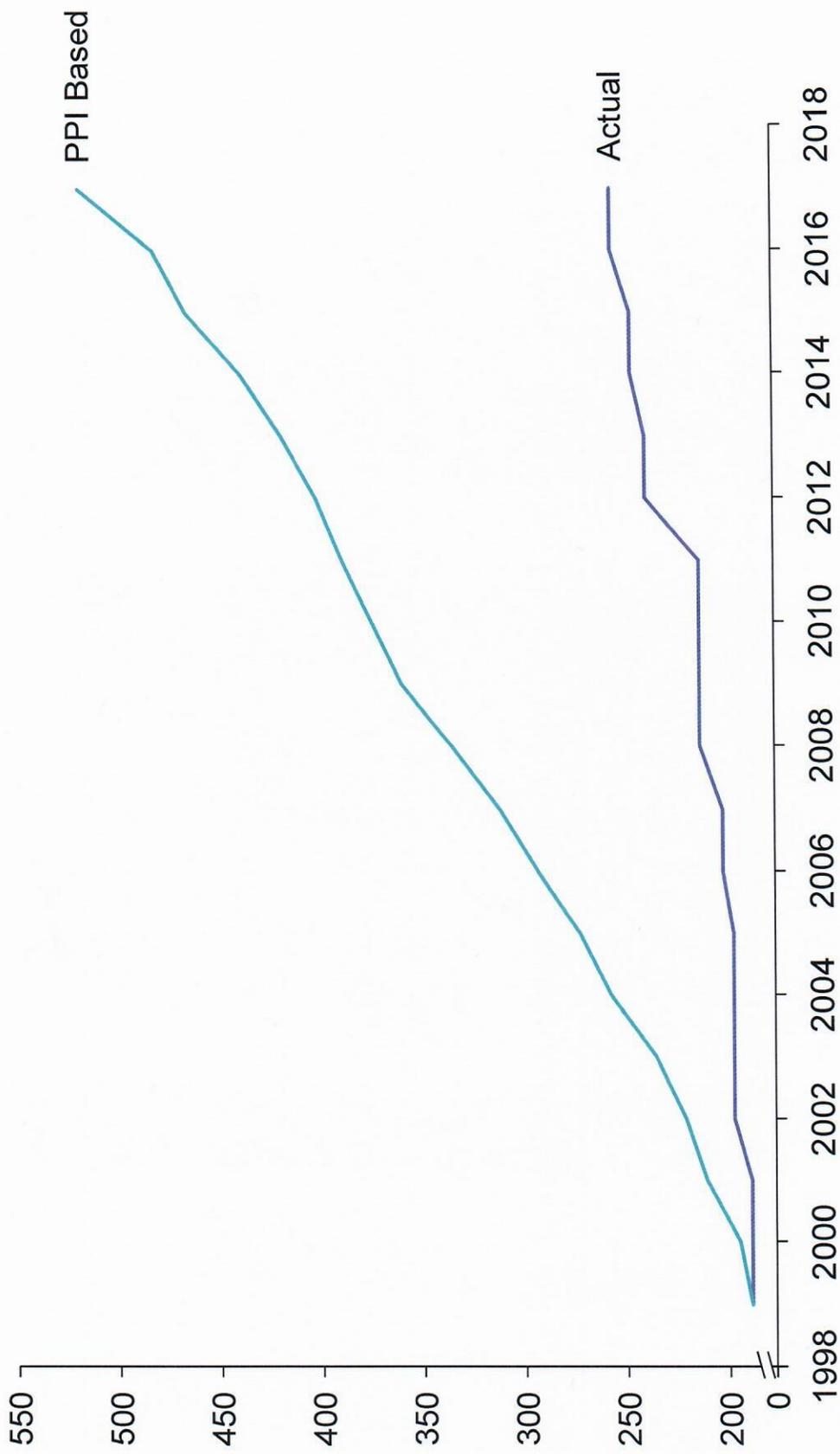
  
\_\_\_\_\_  
Signature, Title

  
\_\_\_\_\_  
Date

**Anders Ganten**  
**Sr. Director, Government**

## Footnotes to Pricing

1. While the prices do represent an increase over the current pricing, the proposed pricing still offers considerable value to customers:
  - As was presented by LexisNexis directly to the Code Commission, the prices for the components of the Arkansas Code Annotated have over the last twenty years the current contract has been in force increased at a pace significantly slower than the producer price index (PPI).
  - The graph on the following page illustrates the evolution of the annual “package” showing the actual price (grey line) and what the price would be today had the prices increased at the rate of the PPI as compiled by the US Bureau of Labor Statistics (For this purpose, we use the publishing industry standard - PCU511130511130F3, Technical, scientific, and professional book publishing).
  - Print publications are, and have for some time been, in structural decline meaning that a publisher must spread increasing costs over an ever-declining subscriber base.
  - The RFP introduces new elements that further erode revenue while adding costs.
  - The official code will remain one of the most inexpensive statutory codes in any State.
  - By comparison – a competing Annotated Arkansas Code costs \$3,251 to buy new, the Cumulative Supplement \$894, the Index \$204 and the RVs \$231 each, as of early March 2018 per publicly available information.
2. In reference to the following statement under Section 4.0 *“The initial price of individual volumes with their supplements shall not exceed a price to be determined by the Commission upon recommendation of the Successful Vendor, but the Commission shall not be bound by the recommendation. Vendor’s proposal shall include the recommended price.”*:
  - LexisNexis proposes that the price shall be the same as the price for a Replacement Volume in the table above.
3. As outlined under Tab 5, LexisNexis proposes to eliminate the DVD product due to lack of demand. If desired by the BLR for bill-drafting or other purposes, LexisNexis would be willing to provide a restriction-free database for the BLR’s internal use at no cost to the State.
4. The public access website currently provided by LexisNexis will continue to be provided at no charge.
5. See separate sheet under this tab. Because of the greater complexity of pricing for online legal research, the information did not fit into the form provided.



## Access to Lexis Advance® Online Legal Research for BLR Staff

Information on the content is provided under Tab 4. Based on the limited information provided in section 4.2 of the RFP and the optional nature of that clause, the below comprehensive assembly is based on the BLR's current online account. Should the BLR decide to avail itself of this optional service, LexisNexis would assume that the actual number of seats and content assemblies be negotiated during the contract negotiation process foreseen in section 1.30 of the RFP document.

- National Primary Enhanced
- News with Factiva
- Accounting analytical + SEC filings

Period	1-5 Users	6-10 Users	11-15 Users
7/1/2018-6/30/2019	\$222.00	\$468.00	\$712.00
7/1/2019-6/30/2020	\$228.00	\$480.00	\$730.00
7/1/2020-6/30/2021	\$235.00	\$494.00	\$750.00

(prices above are per month)

The BLR's exercise of this option will require the parties to execute a separate Lexis Advance® Subscription Amendment for State/Local Government, an illustrative copy of which has been included under this tab for 1-5 users.



<b>“Subscriber” Name:</b> AR Bureau of Legislative Services
<b>Account Number:</b> 100000A9X
<b>“LN”:</b> LexisNexis, a division of RELX Inc.

**1. Amendment**

This Amendment (“Amendment”) amends and supplements the terms of the Lexis Advance Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. (“LN”) and Subscriber (the “Subscription Agreement”). This Amendment shall serve as Subscriber’s acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at [www.lexisnexis.com/terms/general](http://www.lexisnexis.com/terms/general).

**2. Certification**

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

<b>Number of Government Professional Users:</b>	
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2.2 A “Support Staff User” is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. Up to 3 ID’s will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

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

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

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

- (i) At LN’s request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

**3. Lexis Advance Product and Charges**

3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis Advance® product offering described below. The term of Subscriber’s commitment for the Lexis Advance product offering will begin upon the date Subscriber’s billing account (“Account Number”) is activated (“Activation”) and will continue for the last period set forth in Section 3.3 below (the “Committed Term”). Subscriber may not terminate this Amendment under Section 5.2 of the General Terms during the Committed Term. In addition, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination. Upon the expiration of the Committed Term, all access to and use of Lexis Advance by Subscriber will be billed in accordance with the applicable then-current Price Schedule.

Lexis Advance Content & Features		
Product	SKU Number	Number of Users
National Primary Enhanced	1011511	
Accounting Analytical	1011175	

News with Factiva	1010611	
SEC Filings	1011862	
<input type="checkbox"/> See attached Rider No. 1 for additional Content & Features		

3.2 During the Term, the premium features Shepard's Graphical and Research Map will be included at no additional charge.

3.3 In exchange for access to the Lexis Advance Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
7/1/2018 - 6/30/2019	\$222.00
7/1/2019 - 6/30/2020	\$228.00
7/1/2020 - 6/30/2021	\$235.00

3.4 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Advance Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

**Subscriber elects access to the Alternate Materials**

\_\_\_\_\_  
(Initial)

3.5 Use of Lexis Advance under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).

3.6 LN may temporarily suspend access to Lexis Advance until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

**4. Closed Offer**

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before \_\_\_\_\_.

**5. Confidential Information**

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

**6. SUPPORT AND TRAINING**

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

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

**7. Miscellaneous**

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis Advance or by signing below.

**LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.**

**AGREED TO AND ACCEPTED BY:**

<b>Subscriber: AR Bureau of Legislative Services</b>
[MUST BE COMPLETED BY SUBSCRIBER]
<b>Authorized Subscriber Signature:</b>
<b>Printed Name:</b> _____
<b>Job Title:</b> _____
<b>Date:</b> _____

**LexisNexis, a division of RELX Inc.**

[COMPLETED BY LEXISNEXIS]

<b>Authorized Signature:</b>
<b>Name:</b> _____
<b>Job Title:</b> _____
<b>Date:</b> _____