REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office: Res/Ord No.: 18892

Date:

Sponsor(s): Alfred Jordan July 27, 2015

SUBJECT	Action Requested Resolution Ordinance	
	Project/Title: Awarding a Twelve Month Term and Supply Contract for the furnishing of Legal Research Services for Case Law for the Inmates Law Library at the Jackson County Detention Center from Thomson Reuters/West Law of St. Paul, Minnesota as a Sole Source	
BUDGET		
INFORMATION	Amount authorized by this legislation this fiscal year:	
To be completed	Amount previously authorized this fiscal year:	
By Requesting	Total amount authorized after this legislative action:	
Department and Finance	Amount budgeted for this item * (including transfers):	
rinance	Source of funding (name of fund) and account code number:	
	* If account includes additional funds for other expenses, total budgeted in the account is: \$	
	OTHER FINANCIAL INFORMATION:	
	☐ No budget impact (no fiscal note required)	
	Term and Supply Contract (funds approved in the approval budget) estimated unless the	
	Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Department of Corrections Estimated Use: \$25,841.68	
	Estimated Use: \$23,841.08	
	This RLA only approves the term and supply contract; the funds were already appropriated through the annu	101
	budget adoption. Figures included in the background section are for informational purposes to provide an	Jai
	estimate of the contract value	
	Prior Year Budget (if applicable): \$25,841.68	
	Prior Year Actual Amount Spent (if applicable):\$25,841.68	
DRIVOR		
PRIOR	Prior ordinances and (date):	
LEGISLATION	Prior resolutions and (date): 18576, July 28, 2014	
CONTACT		
INFORMATION	RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Supervisor, 881-3253	
REQUEST SUMMARY	The Design of Co.	
SUMMAKI	The Department of Corrections requires a term and supply contract for Legal Research Services for Case La	w
	for the Inmate Law Library at the Jackson County Detention Center. Research by the Department of Correct and the Purchasing Department of Law Library at the Jackson County Detention Center.	tions
	and the Purchasing Department has determined that there is no other vendor currently providing these service	es.
	Pursuant to Section 1020 Loftha Jackson County Code the Division CD	
	Pursuant to Section 1030.1 of the Jackson County Code, the Director of Finance and Purchasing recommend award of a Twelve Month Term and Supply Contract for the furnishing of Legal Research Services for Case	is the
	for the Inmate Law Library at the Jackson County Detention Center to Thomson Reuters/West Law of St. Pa	Law
	Minnesota as a Sole Source.	iui,
	This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount	nt
V -1	The availability of funds for specific purchases is subject to annual appropriations.	116.
CLEARANCE		
	Tax Clearance Completed (Purchasing & Department) N/A	
	Business License Verified (Purchasing & Department) N/A	
	Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
A TYPE A COURS OF THE		
ATTACHMENTS	Memorandum from Ms. Laura Scott, Manager of Jail Services for the Department of Corrections and the	
	Subscription Agreement from Thomson Reuters/West Law.	

REVIEW	Department Director:	Date: 7-13-15
	Finance (Budget Approval): If applicable Wh Mary Rasmuse	Date: 7/13/15
	Mous You Brown	Date: 1/01/15
	County Counselor's Office!	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

	This expenditure was include	ed in the annual budget.		
	Funds for this were encumbe	red from the	Fund in	
Ø	is chargeable and there is a ca	unencumbered to the credit of the a ash balance otherwise unencumbere sufficient to provide for the obligation	appropriation to which the expenditure ed in the treasury to the credit of the fund from which on herein authorized.	
	Funds sufficient for this expe	nditure will be/were appropriated b	y Ordinance #	
	Funds sufficient for this appr	opriation are available from the sou	rce indicated below.	
	Account Number:	Account Title:	Amount Not to Exceed:	
	W 25			
X	This award is made on a need funds for specific purchases v	l basis and does not obligate Jackso will, of necessity, be determined as	n County to pay any specific amount. The availability ceach using agency places its order.	of
	This legislative action does no	ot impact the County financially and	d does not require Finance/Budget approval.	

Jackson County Department of Corrections MEMO



To: Barbara Casamento, Purchasing Supervisor

CC: Joseph Piccinini, Acting Director

Marvin Walker, S.S. Supervisor

Date: 06/11/15

From: L. J. Scott, Manager of Jail Services

Subject: Sole Source

Thompson Reuters – Westlaw Correctional Facilities - is currently the sole source provider of case law for the inmate law library at JCDC. This system provides inmates with legal reference material as required by federal law. Case law is provided via software, internet services, and supplemental book updates. This is the exclusive vendor providing the National Reporter System; the National Digest System; the West Key Number System; Editorial Enhancements; a Correction and Verification Process; KeyCite Citator Service and 24/7 technical support. Corrections would like to renew this contract for one year.

The base contract fee for the next 12 months is \$24,841.44, however supplemental book purchases up to \$1,000 will also be made. This contract and supplemental purchases are funded in account 001-2701-57020.

WEST ORDER FORM - For Law Enforcement Agencies and Correctional Facilities Only 610 Opperman Drive, P.O. Box 64833 St. Paul, MN 55164-1803 Tel: 651/687-8000



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Returns and Refunds. If Subscriber is not completely satisfied with any print product received from West as part of a subscription or as a one-time purchase, and not as part of a multi-year contract or a CD-ROM/DVD product received after the Minimum Term, the product may be returned within 45 days of the original shipment date for a full refund or credit, in accordance with West's then-current returns policies. Different rules (http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf) apply for print products received as part of multi-year contracts such as, but not limited to, Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements and ePack and to WestPack contracts as well. Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are non-refundable. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact West Customer Service at 1-800-328-4880 for additional details regarding West's current policies on returns and refunds.

Transportation Charges. Print and CD-ROM/DVD products are shipped FOB origin. Transportation Charges will only be added to expedited shipments at Subscriber's request and for international products or shipments at then-current carrier rates.

Other Terms and Conditions. Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. Any West km software licensed hereunder must reside on a dedicated server provided and maintained by Subscriber at Subscriber's expense, and such server must be accessible to all of Subscriber's authorized users. Subscriber's Westlaw Doc & Form Builder Data will be web hosted by West. Upon termination of any Westlaw Doc & Form Builder Subscriber with access to and the ability to export related Westlaw Doc & Form Builder Data for 180 days at no charge. Thereafter, West will delete such Westlaw Doc & Form Builder Data.

General Provisions for Non-Government Subscribers Only. This Order Form is subject to approval by West, a Thomson Reuters business ("West") in St. Paul, Minnesota and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. All payments are due 30 days from date of invoice. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue charges. If any charges remain unpaid 30 days after becoming due, all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement, shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form may not be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

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Archival Products (located at http://static.legalsolutions.thomsonreuters.com/static/agreement/Wests DVDs LA.pdf) (for DVD Viewer/West's Reporter DVD Products) individually or jointly, as applicable, ("Subscriber Agreement and Schedule A") is/are hereby incorporated by reference and made part of this Order Form. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and Schedule A and the terms and conditions of this Order Form shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement and Schedule A and this Order Form.

AUTHORIZED REPRESENTATIVE FOR ORDER FORM

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