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March 9, 2023

TO: Karla Snellings, Senior Proposal Manager, Thomson Reuters

FROM: Wayne Meyer, Issuing Officer

**RE: QUESTIONS REGARDING INVITATION TO NEGOTIATE (ITN) FOR
 ONLINE LEGAL RESEARCH ITN No: JAC – 2023.01**

On behalf of Thomson Reuters, you have posed eleven questions regarding ITN No: JAC – 2023.01. The Justice Administrative Commission’s (JAC) responses are provided in **bold** beneath each question.

1. Section 1.1 Solicitation Objective (page 1) – We understand that the Justice Administrative Commission (JAC) is negotiating this ITN on behalf of the members of the offices of Justice Administration, described more fully in Section 1.2, Background.

- a) Will it be mandatory for all of these offices to purchase off the contract resulting from this ITN? If not, please clarify if the resultant contract will be made available to these offices as a procurement vehicle, giving these offices the option to purchase off the schedule (and take advantage of the pre-negotiated prices and terms) if they wish to do so.
- b) Does JAC have the authority to bind the judicial-related offices (JROs) of Justice Administration? If not, please clarify if the JAC is negotiating a master contract that these offices may purchase off, but that the JROs will enter into separate contracts and/or issue separate Purchase Orders (POs) referencing the master JAC contract.
- c) Will JAC be entering into a single Purchase Order with the Respondent on behalf of the participating offices, or will each participating office enter into separate Purchase Orders with the Respondent, referencing the master JAC contract?
- d) The ITN, as currently written, provides for a single “one-size-fits-all” content set for legal and a single “one-size-fits-all” content set for investigative. It is our experience that different offices may have unique and different content needs. Would JAC consider including a provision in the resultant contract that would allow for custom packages when needed?

As to subparts a) and b), per Section 1.2 of the ITN, the Justice Administrative Commission (JAC) administratively serves the 20 offices of State Attorney, 20 offices of Public Defender, five Offices of Criminal Conflict and Civil Regional Counsel, three Offices of Capital

Collateral Regional Counsel, and the Statewide Guardian ad Litem Program. Altogether, JAC serves the 49 judicial-related offices (JROs) of Justice Administration for the State of Florida. JAC does not supervise, direct, or control the JROs it serves. As of October 2022, the JROs employ roughly 5,200 staff with online legal and investigative research needs.

The determination whether to obtain services under any resulting contract between JAC and a Respondent is at the discretion of each JRO. JAC therefore cannot provide any further approximate user count per category.

As to subpart c), per Section 3.3.5, each JRO seeking to obtain services under a resulting contract will complete an Access Form (Attachment B to the ITN) which will be incorporated by reference into the contract. Payment invoicing is governed by Section 3.3.1 of the ITN.

As to subpart d), any Reply may address other pricing options beyond the three categories specifically listed in the ITN as long as those options are presented in a per user per month basis. Section 5.8 – Price Sheet Format provides as follows:

At a minimum, the price sheet must include pricing on a per user per month basis for the following:

- a. Legal Materials Databases for all 50 states as specified in Section 4.1;**
- b. Legal Materials Databases for all 50 states as specified in Section 4.1 and Public Records Databases and News as specified in Section 4.2; and**
- c. Investigative Materials Databases as specified in Section 4.3.**

Respondents may provide other pricing options for specified services, service levels, content, and/or content levels beyond the three specified herein. All pricing must be on a per user per month basis.

The Price Sheet must include the specific content available under each option listed in the price sheet by listing the databases, services, and materials accessible for each pricing option.

All Replies must meet all mandatory terms and conditions of the ITN. By definition, in the issuance of an ITN as a method of solicitation, the JAC intends, and the express language throughout the ITN mandates, that there will be a negotiation period. This is the only portion of the ITN process wherein any proposed changes to the terms and conditions of the ITN could potentially be raised by a Respondent.

2. Section 1.2 Background (page 2) – The ITN states that JROs employ roughly 5,200 staff with legal and investigative research needs. Section 1.2 also indicates that it is JAC’s intent to take “advantage of the substantial number of potential licenses involved to obtain the best competitive pricing for those services.”

- a) Can JAC provide an estimated number of JRO attorneys?**
- b) Can JAC provide an estimated number of JRO investigators?**

- c) How many attorneys/users have access to legal and public records materials under the current contract?
- d) How many investigators/users have access to investigative materials under the current contract?
- e) What is the per-user rate for legal research access under the current JAC contract?
- f) What is the per-user rate for investigative research access under the current JAC contract?
- g) Would JAC consider an enterprise contract for all JROs resulting from this ITN?
- h) If JAC is not able to execute an enterprise contract for all JROs, is there another state entity that could execute an enterprise contract for all JROs?
- i) Standard industry practice is to provide discounted pricing for guaranteed purchases (e.g., volume discounts). Will JAC be committing to purchases for estimated numbers of users under the intended contract?

As to subparts a) and b), the background information is set forth in the ITN. JAC cannot clarify further the estimated number of potential attorney or investigator users.

As to subparts c) through f), these questions are outside the scope of the proposed procurement as set forth in the ITN.

As to subpart g), JAC is not seeking to procure services through an enterprise contract. As provided in Section 5.8, pricing must be on a per user per month basis.

As to subpart h), JAC is unaware of any other state entity that could execute an enterprise contract binding all JROs. The determination whether to obtain services under any resulting contract between JAC and a Respondent is at the discretion of each JRO.

As to subpart i), the determination whether to obtain services under any resulting contract between JAC and a Respondent is at the discretion of each JRO. As a result, JAC cannot commit to purchases for an estimated number of users. Per Section 3.3.5, each JRO seeking to obtain services under a resulting contract will complete an Access Form (Attachment B to the ITN) which will be incorporated by reference into the contract.

3. Section 1.4 Calendar of Events (page 4) – The submission deadline is currently set for Monday, March 20, and requires Respondents to submit a hard copy response to the JAC. To ensure that our response makes it to the JAC by the submission deadline, we will have to ship the response no later than Thursday, March 16. Answers to questions are currently set for release on Friday, March 10. Given the complexity and magnitude of the ITN, the number of possible agencies affected, and the number of questions submitted for clarification, will the JAC consider extending the deadline for submitting offers?

The schedule set forth in the Calendar of Events remains in effect. All Replies must be received no later than 2:00 P.M. ET, March 20, 2023, by JAC at the address indicated in Section 1.4, Calendar of Events.

4. Section 2.12 Term of Contract (page 8) –Section 2.12 states that “There will be no price increase during the initial contract period” but states that prices may be increased in correlation with PPI after the initial term of the contract.

- a) Standard industry practice is for online legal research vendors to receive a modest increase in each year, corresponding with increase in value through continual enhancement of the online product offerings. The offices contemplated by this ITN that are receiving similar research services are already under contracts that include modest annual increases. Will JAC modify this ITN to allow for annual price increases (both initial term and renewal years), consistent with industry practice?
- b) May Respondents include annual price increases on the Price Sheet?

As to subpart a), JAC will not modify the ITN to allow for modest annual increases. Per Sections 2.12 and 5.8 of the ITN, there will be no price increases during the initial three-year contract period. All Replies must meet all mandatory terms and conditions of the ITN. By definition, in the issuance of an ITN as a method of solicitation, the JAC intends, and the express language throughout the ITN mandates, that there will be a negotiation period. This is the only portion of the ITN process wherein any proposed changes to the terms and conditions of the ITN could potentially be raised by a Respondent.

As to subpart b), Respondents shall not include annual price increase on the Price Sheet for the initial three-year term of the contract per Sections 2.12 and 5.8 of the ITN.

5. Section 2.16 Confidential and Trade Secret Privileged Materials (pages 8-9) – Section 2.16 provides that sealed bids, proposals, or replies will remain confidential until such time as the agency provides notice of an intended decision or until 30 days after the opening of the bids, proposals, or final replies, whichever is earlier. This Respondent notes that, under the current Calendar of Events, the Final and Best Offers (FABOs) are due more than 30 days after the opening of the bids. This creates the potential scenario whereby a Respondent’s bid, proposal, or reply could be released to a competitor prior to the deadline for the FABO. This is unacceptable as it results in competitive harm to each Respondent. Can the JAC confirm that no bid, proposal, or reply will be released until after submission of the FABOs and after the notice of an intended decision? In the alternative, can JAC modify the Calendar of Events to protect from this scenario?

JAC cannot confirm that no Reply will be released until after the submission of the final and best offers. The language of Section 2.16 of the ITN tracks the language of s. 119.071(1)(b)1., F.S., which provides:

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Absent a statutory exemption, JAC must comply with the requirements of Florida’s public records laws. As to the request to modify to Calendar of Event, the schedule set forth in the Calendar of Events, Section 1.4 of the ITN, remains in effect.

6. Section 4.1 Legal Materials Database, Section 4.2 Public Records Databases and News, and Section 4.3 Investigative Materials Databases (pages 21-23) – Sections 4.1 through 4.3 provide a very comprehensive and robust set of legal, public records, and investigative content that Respondents **must** include in their offer.

- a) Legal Materials – Do all 5,200 potential users actually need access to all of the databases and resources listed in Section 4.1? For example, do all employees need access to briefs? Jury instructions? Formbooks? Court pleadings and filings? Public records? News? All the other listed content? It is this Respondent’s experience that this list may be requiring substantially more content than offices are purchasing under their existing contracts.
- b) Public Records Materials – Do all 5,200 potential users actually need access to all of the databases and resources listed in Section 4.2? For example, do all employees need access to newspapers? Criminal records? Social security numbers? Incarcerations records? All the other listed content? For example, social security numbers is a data set heavily regulated by federal, state, and local law and requires a particular permissible use case for access.
- c) Investigative Materials – Do all potential users actually need access to all of the databases and resources listed in Section 4.3? For example, do all employees need access to criminal records? Incarcerations records? All the other listed content?
- d) Section 4.1 states that the needs of each office may vary. However, the ITN as currently written, provides for a single “one-size-fits-all” content set for legal/public records/news and a single “one-size-fits-all” content set for investigative. This creates the unintended consequence that participating offices may be paying for content that they do not need and will likely result in offices paying a higher price than their existing contracts. Would JAC consider modifying the ITN to allow Respondents to create packages of commonly purchased legal research, public records, news, and investigative materials, thus providing maximum flexibility for offices to purchase the packages that meet their unique needs, consistent with the Section 4.1? In other words, Section 4.1.1, 4.1.2, and 4.1.3 would become a list of potential content that may be included and/or offered, rather than “must”.

As to subparts a) through c), any Reply must provide pricing on a per user per month basis for the three categories set forth in Section 5.8 – Price Sheet Format, which provides:

At a minimum, the price sheet must include pricing on a per user per month basis for the following:

- a. Legal Materials Databases for all 50 states as specified in Section 4.1;**
- b. Legal Materials Databases for all 50 states as specified in Section 4.1 and Public Records Databases and News as specified in Section 4.2; and**
- c. Investigative Materials Databases as specified in Section 4.3.**

All Replies must meet all mandatory terms and conditions of the ITN. By definition, in the issuance of an ITN as a method of solicitation, the JAC intends, and the express language throughout the ITN mandates, that there will be a negotiation period. This is the only portion of the ITN process wherein any proposed changes to the terms and conditions of the ITN could potentially be brought up by a Respondent.

As to subpart d), any Reply may address other pricing options beyond the three categories specifically listed in the ITN as long as those options are provided on a per user per month basis. Section 5.8 – Price Sheet Format, provides:

Respondents may provide other pricing options for specified services, service levels, content, and/or content levels beyond the three specified herein. All pricing must be on a per user per month basis.

The Price Sheet must include the specific content available under each option listed in the price sheet by listing the databases, services, and materials accessible for each pricing option.

Respondents may therefore create additional packages of commonly purchased legal research, public records, news, and investigative materials as long as the price sheet includes the three mandatory categories set forth in Section 5.8 – Price Sheet Format and any additional packages are priced on a per user per month basis.

7. Section 4.1.1 Required Legal Materials Database (page 21). Regarding the list of required Legal Materials, can the JAC please confirm our understanding that Florida PERC decisions (c) and Florida Jurisprudence 2d (f) are required resources?

Yes. The determination whether a Reply is responsive to Section 4 - Technical Specifications of the ITN, will be determined by the Evaluation Team. Replies will be scored in accordance with Section 6 of the ITN by the Evaluation Team. Each Evaluator will complete the evaluation and scoring of the Technical Replies, including all components contained in Section 4, Technical Specifications, in accordance with the criteria set in Section 6. Each Evaluator, working independently, will award a numerical score using whole numbers to assess the merits of content of each Respondent's Technical Reply. Respondent must achieve an average score at least 45 points (out of a possible 75 points) for the Technical Section to be eligible to continue to the Negotiation Phase.

8. Section 4.2.1 Required Public Records Databases (page 15). The solicitation lists Incarcerations (y) as part of the required Public Records Databases. This Respondent does not provide Incarcerations as part of our Public Records content set. Rather, it is included as part of our Investigative Materials content set. Can we assume we'll still be considered responsive, if we provide Incarcerations in response to section 4.3.1, Investigative Materials Databases?

The determination whether a Reply is responsive to Section 4 - Technical Specifications of the ITN will be determined by the Evaluation Team. Per Section 6.3 of the ITN, the Evaluation Team will evaluate the Technical Section for compliance with the terms of the ITN. Replies will be scored in accordance with Section 6 of the ITN by the Evaluation Team. Each Evaluator will complete the evaluation and scoring of the Technical Replies, including all components contained in Section 4, Technical Specifications, in accordance with the criteria set in Section 6. Each Evaluator, working independently, will award a numerical score using whole numbers to assess the merits of content of each Respondent's Technical

Reply. Respondent must achieve an average score at least 45 points (out of a possible 75 points) for the Technical Section to be eligible to continue to the Negotiation Phase.

9. Section 4.3.2 Search and Retrieval Capabilities for Investigative Materials Databases (page 24). Please provide further information about what is desired regarding “cloaked searches” (item ‘e’).

Cloaked searches require functionality protecting the identity of a person making a search query and/or the contents of their search.

10. Section 4.6 Special Requirements (page 24) – Section 4.6(c) states that respondents will provide detailed monthly downtime reports to the JAC. Is it the intent that JAC will receive a report summarizing the usage of all participating offices? Or will the monthly downtime reports be provided to the individual purchasing agencies instead? Please clarify.

As provided in Section 4.6, the monthly downtime report would be provided to JAC. The monthly downtime report would be provided to the JAC Contract Manager as part of Payment Invoicing under Section 3.3.1 of the ITN.

11. Section 5.8 Price Sheet Format (page 27) – Would JAC consider committing to a minimum total number of users?

No. The determination whether to obtain services under any resulting contract between JAC and a Respondent is at the discretion of each JRO. Per Section 3.3.5, each JRO seeking to obtain services under a resulting contract will complete an Access Form (Attachment B to the ITN) which will be incorporated by reference into the contract. JAC therefore cannot commit to a minimum total number of users.