

STATE OF FLORIDA
JUSTICE ADMINISTRATIVE COMMISSION



ON BEHALF OF
THE OFFICES OF JUSTICE ADMINISTRATION
FEBRUARY 2023
INVITATION TO NEGOTIATE (ITN)
FOR
ONLINE LEGAL RESEARCH
ITN No: JAC – 2023.01

Section 1

Purpose and General Information

1.1 Solicitation Objective

The Justice Administrative Commission (JAC) is issuing this Invitation to Negotiate (ITN) on behalf of the offices of Justice Administration, described more fully in **Section 1.2, Background**, to establish a Contract for online legal research database services. JAC reserves the right to award the contract to more than one Respondent or to make no award, as determined to be in the best interest of the State.

The successful Respondent(s) is expected to enter into a written Contract with JAC. See **Section 3, Terms and Conditions**.

1.2 Background

The 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. As of October 2022, the JROs employ roughly 5,200 staff with online legal and investigative research needs.

In order to perform their duties, the attorneys, legal staff, and investigators of the JROs are required to perform legal research and conduct investigations accessing primary and secondary investigative databases, on an ongoing basis, concerning state and federal legal issues and subjects. The particular services desired will vary between the JROs, as well as depend upon the role of each employee (i.e., attorneys, legal staff, and investigators). For these reasons, JAC, on behalf of the JROs, seeks to enter into a contract for online legal research services to provide JAC, the JROs, their attorneys, legal staff, and investigators with online legal and investigative research package options necessary to perform their duties at the highest level, while taking advantage of the substantial number of potential licenses involved to obtain the best competitive pricing for those services for a period of at least three years.

This ITN is issued to obtain Replies from qualified Respondents to provide online access to primary and secondary legal research resources and investigative databases (containing public records information and news) for attorneys, investigators, and legal staff performing research duties with the aforementioned offices.

1.2 Definitions

CONTRACT	The formal written agreement that will be entered into between the JAC and the Contractor or Contractors.
CONTRACTOR	The Respondent(s) with whom the State executes a contract or authorization to provide the required commodities and services. Contractor used herein can mean one or more Contractors.

DAY	A calendar day.
JAC	JAC will be synonymous with the Justice Administrative Commission and participating JROs.
INVESTIGATIVE MATERIAL	Enhanced public records databases that include but are not limited to Social Security Numbers, Driver's Licenses, and Criminal Reports.
ITN	This Invitation to Negotiate, JAC 2023.01, Online Legal Research
JROs	Judicial-related offices of Justice Administration administratively served by JAC.
MINOR IRREGULARITY	As used in the context of this solicitation, indicates a variation from the ITN terms and conditions which does not affect the price of the Reply or give the Respondent an advantage or benefit not enjoyed by other respondents or does not adversely impact the interests of the JAC or State.
NUMBER OF VERBS OR NOUNS	Throughout this ITN, the singular may be read as the plural and the plural as the singular.
PRIMARY LEGAL MATERIAL	A collection of statutes, cases, or administrative regulations.
PUBLIC RECORDS DATABASES	Public records databases are information that can be obtained by the general public from state agencies and/or a government official carrying out state business. Public records for the purpose of this ITN also include newspapers.
REPLY	All information and materials submitted by a Respondent in response to this ITN.
RESPONDENT	Any firm or person who submits a Reply to JAC in response to this ITN.
SECONDARY LEGAL MATERIAL	Any material that analyzes, indexes, describes, or explains statutes, cases, or administrative regulations.
STATE	State will be synonymous with the Justice Administrative Commission (JAC).
SUBCONTRACTOR	Any person other than an employee of Respondent who performs any services listed in this ITN for compensation.
VALID REPLY	<p>A responsive Reply in full compliance with the ITN's specifications and conditions by a responsible person or firm. The responsiveness of a Reply will be determined based on the documents submitted with the Reply. The responsiveness of the Reply and the qualifications or responsibility of the respondent will be determined as of the time the Reply is publicly opened.</p> <p>Responsive respondent means a person or firm which has submitted a Reply which conforms in all material respects to the ITN. Responsible or qualified respondent means a person or firm with the capability in all respects to perform fully the Contract requirements and the integrity and reliability to assure good faith performance. Failure to provide information to determine responsibility in response to a condition of a Reply requiring information may be cause for such Reply to be deemed non-responsive</p>

1.3 Calendar of Events

The calendar of events will be adhered to in all actions relative to the ITN, unless modified by JAC by addendum to this ITN.

EVENT	DUE DATE AND TIME	APPLICABLE INFORMATION AND LOCATION
Solicitation Advertised / Released	Monday, February 27, 2023	Posted to JAC’s website: https://www.justiceadmin.org/
Questions Submitted in Writing	Must be received PRIOR TO: Friday, March 3, 2023, at 2:00 PM ET	Submit to: Wayne Meyer (JAC Issuing Officer) 227 North Bronough Street, Suite 2100 Tallahassee, FL 32301 Email: wayne.meyer@justiceadmin.org
<u>Anticipated</u> Date for JAC’s Answers to Questions	Friday, March 10, 2023*	Anticipated posting of Questions and Answers to JAC website: https://www.justiceadmin.org/
Sealed Technical Section Replies & Price Sheet Due	Must be received PRIOR TO: Monday, March 20, 2023, at 2:00 PM ET	Submit to: Wayne Meyer (JAC Issuing Officer) 227 North Bronough Street, Suite 2100 Tallahassee, FL 32301 Email: wayne.meyer@justiceadmin.org
Sealed Technical Section Replies Opened	Monday, March 20, 2023, at 4:30 PM ET	PUBLIC MEETING JAC Office 227 North Bronough Street, Suite 2100 Tallahassee, Florida 32301 Call-In-Number: 1-850-488-2415
<u>Anticipated</u> Evaluation of Replies	March 21 – 31, 2023	Various
<u>Anticipated</u> Opening of Price Sheets	Friday, March 31, 2023	Various
<u>Anticipated</u> Start of Presentations and Negotiations with Selected Respondents	Tuesday, April 4, 2023	Virtual meeting on Zoom
<u>Anticipated</u> Issuance of Request for Best and Final Offers	Monday, April 17, 2023	Posted to JAC’s website: https://www.justiceadmin.org/

Submission of Final and Best Offers (FABO's)	Must be received PRIOR TO: Wednesday, April 26, 2023, at 2:00 PM ET	Submit to: Wayne Meyer (JAC Issuing Officer) 227 North Bronough Street, Suite 2100 Tallahassee, FL 32301 Email: wayne.meyer@justiceadmin.org
Contract executed between JAC and ITN Awardee(s)	Monday, May 29, 2023	Effective date July 1, 2023.

*Please note: JAC reserves the right to post early or in the best interest of the State.

Note: Solicitation activities will take place on the date and time indicated above, where applicable, with the exception of recognized state of Florida holidays (see, s. 110.117, F.S.). For planning purposes, prospective Respondents should consider the utilized mailing service's observed holidays.

1.5 Issuing Officer

The Issuing Officer is the sole point of contact for JAC and the JROs from the date of release of this ITN until the selection of the Contractor is made. Violation of this provision may be grounds for rejecting a Reply. All questions and requests for clarification, with the exception of scheduled meetings, will only be accepted in writing and should be identified by placing the ITN Number in the subject line of all emails and directed to the Issuing Officer for this ITN who is:

Wayne Meyer, JAC Director of Operations
Justice Administrative Commission
227 North Bronough Street, Suite 2100
Tallahassee, Florida 32301
Email: wayne.meyer@justiceadmin.org

1.6 Special Accommodations

Any person with a qualified disability requiring special accommodations at a public meeting, including the opening of Replies, will contact the contact person at the phone number, e-mail address listed in 1.5, at least five working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

Section 2

Special Conditions

2.1 Mandatory Requirements

JAC has established certain mandatory requirements which the Respondents must comply with or include as part of any Reply. Failure to meet all identified mandatory requirements will result in the rejection of the Reply.

- a. Replies must be received by the time specified in **Section 1.4, Calendar of Events**.
- b. The Cover Page (Attachment C) of the ITN must be completed, signed, and returned with the Technical Reply.
- c. The Price Sheet must be submitted, but price information must not be included in the Technical Reply, and must be in a separate sealed envelope.

2.2 Non-Responsive Replies, Non-Responsible Respondents

Proposals which do not meet all material requirements of this ITN may be rejected as nonresponsive.

Respondents whose proposals, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsive. JAC reserves the right to determine which proposals meet the material requirements of the ITN, and which Respondents are responsible.

2.3 Late Replies (Mandatory Requirement)

The Issuing Officer must receive replies pursuant to the ITN, no later than the date and time shown in **Section 1.4, Calendar of Events**. Replies that are not received by the time specified will not be considered.

2.4 Costs of Developing and Submitting Proposal: Ownership

Neither JAC nor the State of Florida is liable for any of the costs incurred by a Respondent in preparing and submitting a Reply. All Replies become the property of JAC upon receipt and will not be returned to the Respondents once opened. JAC will have the right to use any and all ideas or adaptations of ideas contained in any Reply received in response to this ITN. Selection or rejection of the Reply will not affect this right.

2.5 Addenda

Any and all addenda to this ITN will be issued in writing and posted to JAC's website: <https://www.justiceadmin.org/>.

Receipt of addenda must be completed and included in the Respondent's ITN Reply.

2.6 Legal Requirements

Applicable provisions of all federal, state, county, and local laws and administrative procedures, regulations, or rules will govern the development, submittal and evaluation of all Replies received in response hereto and will govern any and all claims and disputes which may arise between Respondents submitting a Reply and JAC. Lack of knowledge of the law or applicable procedures, regulations, or rules by any Respondent will not constitute a cognizable defense against their effect.

2.7 Conflict of Interest and Disclosure

The award hereunder is subject to the provisions of Ch. 112, F.S. Respondents must disclose with their Replies whether any officer, director, employee, or agent, or their spouse or child, is also an officer or an employee of JAC, the State of Florida, or any of the JROs. All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of JAC, or other person, who has received or will receive compensation of any kind, in seeking to influence the actions of JAC in connection with this procurement.

2.8 Taxes

JAC is generally exempt from all federal, state, and local taxes and no such taxes will be included in the price of the Contract. JAC will have no responsibility for the payment of taxes which become payable by the Contractor or its subcontractors in performance of the Contract.

2.9 Reply Tenure

All Replies must be binding for 180 days following the Reply opening date.

2.10 Non-Exclusive Rights

The right to provide the commodities and services which will be granted under the Contract will not be exclusive. JAC reserves the right to contract for and purchase commodities and services from as many firms as it deems necessary without infringing upon or terminating the Contract.

2.11 Contract

The Contract(s) between JAC and the Contractor(s) will incorporate this ITN, any addenda to this ITN, and the Contractor's Reply and as modified pursuant to negotiations. In the event of a conflict in language among any of the documents referenced herein and subsequent negotiations, the provisions and requirements of the Contract will govern.

2.12 Term of Contract

The Contract will be in effect for an initial period of three years, beginning July 1, 2023, or the date it is fully executed by the parties, and ending June 30, 2026.

The Contract may be renewed for three years. Renewal must be in writing, and are subject to mutual agreement of the parties under the same terms and conditions as the original contract, contingent upon satisfactory performance by the Contractor, and subject to annual appropriations by the Florida Legislature. There will be no price increase during the initial contract period. After the initial term of the contract, prices may be increased or decreased in correlation with the change in the Producer Price Index (PPI) series ID PCU5182104 (Data management and storage, information transformation and other services), published by the Bureau of Labor Statistics, in the Department of Labor, Washington, DC 20212. This report can be accessed at <https://www.bls.gov/ppi/>. If at any time a Contract is canceled, terminated, or expires, and a Contract is subsequently executed with a firm other than the Contractor, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent Contractor.

2.13 Assignment of the Contract

A Contract awarded pursuant to this ITN is not assignable except with the prior written approval of JAC. Payments which become due thereunder are not assignable except with the prior written approval of JAC. In the event of such approval, the terms and conditions of the Contract will apply to and bind the party or parties to whom the Contract is assigned as fully and completely as the Contractor is thereunder bound and obligated. No assignment, if any, will operate to release the Contractor from its liability for the prompt and effective performance of its obligations under the Contract.

2.14 Benefit

The Contract awarded pursuant to this ITN is for the benefit of JAC, the JROs, the Contractor, and no other third-party beneficiaries.

2.15 Copyrighted Material

Copyrighted material will be accepted as part of a technical Reply only if accompanied by a waiver that will allow JAC to make paper and electronic copies necessary for the use of JAC staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Ch. 119, F.S.

2.16 Confidential and Trade Secret Privileged Materials

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1), F.S., and section 24(a), Article I of the Florida 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. Section 119.071, F.S.

The Respondent must include any materials it asserts to be exempt from public disclosure under Ch. 119, F.S., in a separate bound document labeled **Attachment to Invitation to Negotiate Number JAC 2023.01 - Confidential Material**. The Respondent must identify the specific provision(s) of Florida Statutes that authorize exemption from the Public Records Law. Any claim of confidentiality of materials the Respondent asserts to be exempt from public disclosure and placed elsewhere in the Reply will be considered waived by the Respondent upon submission, effective after opening. Simultaneously, the Respondent will provide the JAC with a separate redacted paper and electronic copy of the portion of its Reply it claims to be exempt from disclosure under Ch. 119, F.S. This redacted copy must contain the solicitation name, number, and the name of the Respondent on the cover, and must be clearly titled “REDACTED COPY.” The redacted copy must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. If the Respondent fails to submit a redacted copy with its Reply, JAC is authorized to produce the entire documents, data, or records submitted by the Respondent in answer to a public records request for these records.

If JAC is served with a public records request for disclosure of solicitation-related materials designated “Confidential Material” and placed in a separate bound document by the Respondent pursuant to this section of the ITN, JAC will promptly notify the Respondent about the request. The Respondent will be responsible for filing the appropriate motion or objection in response to the request for disclosure. JAC will provide materials designated “confidential” and delivered in a separate bound document if the Respondent fails to take appropriate and timely action to protect the materials designated as “confidential” from disclosure.

The Respondent will protect, defend, and indemnify JAC for claims, costs, fines, and attorney's fees arising from or relating to its designation of solicitation-related materials as “confidential.”

2.17 Transaction Fee Exemption – MyFloridaMarketPlace

This competitive solicitation is exempt from the MyFloridaMarketPlace Transaction Fee, pursuant to s. 43.16(1), F.S.

2.18 Written Questions and Answers

Respondent questions for which binding answers are desired must be received by the Issuing Officer on or before the dates and time specified in the **Section 1.4, Calendar of Events**.

2.19 Receipt of Replies (Mandatory Requirement)

Replies must be received by the Issuing Officer no later than the date and time and at the address provided in **Section 1.4, Calendar of Events**. Respondents are exclusively responsible for timely delivery of Replies to the Issuing Officer. Any Replies that are not received by the specified date and time, will not be evaluated. The transmittal to JAC’s Issuing Officer remains the responsibility of the respondent and the risk of non-receipt or delayed receipt will be borne exclusively by the respondent. See **Section 5.1, Reply Format**, for detailed instructions for submission.

2.20 Withdrawal

Respondents may withdraw, or withdraw and replace, previously submitted sealed Replies on or before the date and time specified for submission of sealed Replies to be received by JAC.

2.21 Checklist

The following items should be included in the ITN package as specified in **Section 5, Reply Instructions**, and must be received no later than **2:00 P.M. ET, March 19, 2023**, by JAC at the address indicated in **Section 1.4, Calendar of Events**:

Transmittal Letter
Sealed Technical Section
Sealed Price Sheet

Section 3

Contract Terms

The following terms and conditions will be included in the Contract resulting from the award of this ITN.

3.1 Contractor Responsibility

JAC will consider the Contractor to be the sole point of contact with regard to contractual matters. The Contractor will assume sole responsibility for providing the commodities and services offered in its Reply whether or not the Contractor is the supplier of the commodities and services or any component.

3.2 Suspension of Work and Termination

3.2.1 Suspension of Work

JAC may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. JAC will provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor must comply with the notice and will cease the activities associated with any resulting contract or authorization. Within 90 days, or any longer period agreed to by the Contractor, JAC will either: (1) issue a notice authorizing resumption of work, at which time activity will resume; or (2) terminate the Contract or authorization. Suspension of work will not entitle the Contractor to any additional compensation.

3.2.2 Termination for Convenience

JAC, by written notice to the Contractor, may terminate the Contract in whole or in part when JAC determines in its sole discretion that it is in the State's interest to do so. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract total as the amount of work satisfactorily performed. All work in progress will become the property of JAC and will be turned over to JAC promptly by the Contractor. The Contractor will not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits.

3.2.3 Termination for Cause

If JAC determines that the performance of the Contractor is in default of this Contract, JAC may, at its sole discretion: (a) immediately terminate the Contract; (b) notify the Contractor of the default with a requirement that the default be corrected within a specified time, otherwise the Contract will terminate at the end of such time; or (c) take other action deemed appropriate by JAC. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of JAC. The rights and remedies of JAC in this clause are in addition to any other rights and remedies provided by law or under the Contract.

3.2.4 Force Majeure

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor will notify JAC in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) days after the cause that creates or will create the delay first arose/arises, if the Contractor could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, will be asserted against JAC. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from JAC for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost.

3.3 Payment

3.3.1 Payment Invoicing

The Contractor will be paid upon submission of properly certified invoices to JAC after delivery and acceptance of agreed upon services is confirmed by JAC. Invoices must contain detail sufficient for an audit and contain the Authorization Number and the Contractor's Federal Employer Identification Number. Payment will be made in accordance with ss. 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Invoices that must be returned to the Contractor due to preparation errors will

result in a delay in payment. The Contractor will enroll in Direct Deposit (Electronic Funds Transfer) by submitting a Vendor Direct Deposit Authorization to the Florida Department of Financial Services. If there are errors in the invoice, JAC is authorized to correct the invoice with notice to the Contractor or request submission of a corrected invoice. If JAC requests a corrected invoice from the Contractor, the invoice will not be deemed submitted for purposes of ss. 215.422 and 287.0585, F.S., until JAC receives a corrected invoice.

3.3.2 Travel

Travel expenses are not reimbursable unless specifically authorized by JAC in writing, prior to travel being incurred, and will be reimbursed only in accordance with s. 112.061, F.S.

3.3.3 Annual Appropriation

Pursuant to s. 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.3.4 Taxes

The State is not required to pay any taxes, including customs and tariffs, on commodities or contractual services purchased under the Contract. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages.

3.3.5 Access Form

Each JRO seeking to obtain services under this Contract will execute an Access Form (Attachment B) which will be incorporated by reference into this Contract.

3.4 Miscellaneous

3.4.1 Indemnification

The Contractor will be fully liable for the actions of its agents, employees, partners, or subcontractors and will fully indemnify, defend, and hold harmless the State and JAC, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor will not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or JAC.

Further, the Contractor will fully indemnify, defend, and hold harmless the State and JAC from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right, provided, however, that the foregoing obligation will not apply to the State or JAC's misuse or modification of the Contractor's products or the State or JAC's operation or use of the Contractor's products in a manner not contemplated by the Contract. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for JAC the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure JAC the right to continue using the product, the Contractor will remove the product and refund JAC the amounts paid in excess of a reasonable rental for past use. JAC will not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or JAC giving the Contractor: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at the Contractor's sole expense; and (3) assistance in defending the action at the Contractor's sole expense. The Contractor will not be liable for any cost, expense, or compromise incurred or made by the State or JAC in any legal action without the Contractor's prior written consent, which will not be unreasonably withheld.

3.4.2 Assignment

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract, without the prior written consent of JAC. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract, unless JAC expressly waives such secondary liability. JAC may assign the Contract with prior written notice to the Contractor of its intent to do so.

3.4.3 Advertising

Subject to Ch. 119, F.S., the Contractor will not publicly disseminate any information concerning the Contract without prior written approval from JAC, including, but not limited to, mentioning the Contract in a press release or other promotional material, identifying JAC or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or JAC in any material published, either in print or electronically, to any entity that is not a party to the Contract, except potential or actual authorized distributors, dealers, resellers, or service representatives.

3.4.4 Lobbying and Integrity

JAC will ensure compliance with ss. 11.062, F.S. and 216.347, F.S. The Contractor will not, in connection with this Contract or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as

consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of JAC, or other authorized State official, the Contractor will provide any type of information JAC, or other authorized State official, deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of: (1) three years after the expiration of the Contract; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <https://dos.myflorida.com/library-archives/records-management/general-records-schedules/>). The Contractor will reimburse the State for the reasonable costs of investigation incurred by JAC or other authorized State official for investigations of the Contractor's compliance with the terms of this Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor will not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

3.4.5 Insurance Requirements

During the Contract term, the Contractor at its sole expense will provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor will provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor will not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies will be through insurers authorized or eligible to write policies in the State.

3.4.6 Warranty of Authority

Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

3.4.7 Warranty of Ability to Perform

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its obligations under this Contract. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to s. 287.133, F.S., or on any similar list

maintained by any other state or the federal government. The Contractor will immediately notify JAC in writing if its ability to perform is compromised in any manner during the term of the Contract.

3.4.8 Modification of Terms

The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions will govern all transactions between JAC and the Contractor. The Contract may only be modified or amended upon mutual written agreement of JAC and the Contractor. No oral agreements or representations will be valid or binding upon JAC or the Contractor. No alteration or modification of the contract terms, including substitution of product, will be valid or binding against JAC. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, “shrink wrap” terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor’s order or fiscal forms or other documents forwarded by the Contractor for payment. JAC’s acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment will not constitute acceptance of the proposed modification to terms and conditions.

3.4.9 Waiver

The delay or failure by JAC to exercise or enforce any of its rights under this Contract will not constitute or be deemed a waiver of JAC’s right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3.4.10 Dispute Resolution

Any dispute concerning performance of the Contract will be decided by JAC’s designated contract manager, who will reduce the decision to writing and serve a copy on the Contractor. The exclusive venue of any legal or equitable action that arises out of or relates to the Contract will be the appropriate state court in Leon County, Florida; in any such action, Florida law will apply and the parties waive any right to jury trial.

3.4.11 Execution in Counterparts

The Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

3.4.12 Renewal

Upon mutual agreement, JAC and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

3.4.13 Severability

If a court deems any provision of the Contract void or unenforceable, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions will remain in full force and effect.

3.4.14 E-Verify

As required by s. 448.095(2), F.S., the Contractor will register with and use E-Verify (<https://www.e-verify.gov/>) to confirm the eligibility of new employees hired after January 1, 2021, to work in the United States. If the Contractor enters into a contract with a subcontractor to provide labor, supplies, or services in relation to this Contract, the subcontractor must provide the Contractor an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with persons ineligible to work in the United States. "Subcontractor" means a person, persons, or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration. The Contractor will maintain a copy of all such affidavits from subcontractors for the duration of the Contract and will provide JAC a copy upon request. JAC may request documentation of compliance with this provision at any time during the Contract term.

The Contract may be subject to termination for failure to comply with the requirements set forth in this Article, as specified in s. 448.095, F.S.

3.5 Public Records, Document Management, and Trade Secrets

3.5.1 Public Records

JAC may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract at any reasonable time and under reasonable conditions unless, the records are exempt from section 24(a) of Article I of the Florida Constitution and s. 119.07(1), F.S.

If, under a resulting Contract or authorization, the Contractor is providing services and is acting on behalf of a public agency, as provided by s. 119.0701, F.S. The Contractor will:

- Keep and maintain public records required by JAC to perform the service;
- Upon request from JAC's custodian of public records, provide JAC with a copy of the requested records or allow the records to be inspected or copied within reasonable time and at a cost that does not exceed the cost provided in Ch. 119, F.S., or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the Contract if the Contractor does not transfer the records to JAC;

- Upon completion of the Contract, transfer, at no cost, to JAC all public records in possession of the Contractor or keep and maintain public records required by JAC to perform the service. If the Contractor transfers all public records to JAC upon completion of the Contract, the Contractor will destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor will meet all applicable requirements for retaining public records. All records stored electronically must be provided to JAC, upon request from JAC's custodian of public records, in a format that is compatible with the information technology systems of JAC; and

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AS FOLLOWS:

JAC Public Records Coordinator
227 North Bronough Street, Suite 2100
Tallahassee, Florida 32301
Tel.: (850) 488-2415
Email: publicrecords@justiceadmin.org

3.5.2 Document Management

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five years after expiration of the Contract or final payment under this Contract, whichever is later, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at: <https://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

3.5.3 Protection of Trade Secrets and Confidential Information

If the Contractor considers any portion of materials made or received in the course of performing the tasks outlined in the Contract to be trade secret under s .812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to JAC.

If JAC receives a public records request for materials related to the Contract designated by the Contractor as "confidential," JAC will provide only the portions of the materials related to the Contract not designated as "confidential." If the requester asserts a right to examine materials related to the Contract designated as "confidential," JAC will notify the

Contractor. The Contractor will be responsible for responding to and resolving all claims for access to records related to the Contract it has designated “confidential.”

If JAC is served with a request for discovery of materials related to the Contract designated “confidential,” JAC will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. JAC will provide materials designated “confidential” only if the Contractor fails to take appropriate action, within time frames established by statute and court rule, to protect the materials designated as “confidential” from disclosure.

3.6 Applicable Laws and Rules

The Contractor will comply with all laws, regulations, and directives issued by any public health agency pertaining to the Worker’s Compensation Act and will conduct said operation in a safe, efficient, and sanitary manner.

The Contractor is responsible for complying with any applicable local, state, or national codes and/or ordinances.

All necessary permits and licenses will be the responsibility of the Contractor.

3.7 Silence of Specifications

The apparent silence of specifications set forth in the ITN and contract to any details, or the omission by the Contractor of a detailed description, concerning any point, will be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used. All interpretations of the ITN will be made upon the basis of this statement.

3.8 Public Entity Crime and Discrimination

Pursuant to ss. 287.133 and 287.134, F.S., and the definitions of terms set forth therein, the following restrictions apply to the persons or affiliates placed on the convicted vendor list regarding Public Entity Crime and the discriminatory vendor list regarding Discrimination.

3.8.1 Public Entity Crime

A person or affiliate (as defined) who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount for Category Two (as defined in s. 287.017, F.S.), for a period of 36 months from the date of being placed on the convicted vendor list, pursuant to s. 287.133, F.S. **The Contractor certifies that neither it nor any affiliate has**

been placed on such convicted vendor list, and will notify JAC within five days of its, or any of its affiliate's, placement thereon.

3.8.2 Discrimination

An entity or affiliate (as defined) who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date the entity or affiliate was placed on the discriminatory vendor list, pursuant to s. 287.134, F.S. **The Contractor certifies that neither it nor any affiliate has been placed on such discriminatory vendor list, and will notify JAC within five days of its, or any of its affiliate's, placement thereon.**

3.9 Liability

JAC will not assume any liability for the acts, omissions to act, or negligence of the Contractor, its agents, servants, subcontractors, or employees. The Contractor will assume all liability for its own acts, omissions to act, or negligence of its agents, servants, subcontractors, or employees. In addition, the Contractor agrees to be responsible for any injury or property damage resulting from any activities conducted by the Contractor, its agents, servants, subcontractors, or employees. Neither JAC nor any agency or subdivision of the State of Florida waives any defense or sovereign immunity, or increases the limits of its liability, upon entering into any contractual arrangement resulting from this ITN.

3.10 Additions/ Deletions

During the term of the contract resulting from the ITN, the State will have the right to add/and delete services and products upon mutual written agreement of both parties.

3.11 Default

Failure of the Contractor to perform according to the Contract will be cause for the Contractor to be found in default. In the event of default, any and all procurement costs, along with any other remedies provided in the ITN, Contract and/or by rule or law, may be charged against the Contractor.

3.12 Alternate Contract Source

This contract may be used as an alternate contract source, subject to approval by the Florida Department of Management Services, pursuant to s. 287.042(16), F.S., and Rule 60A-1.045, Florida Administrative Code.

Section 4

Technical Specifications

4.1 Legal Materials Database

4.1.1 Items Required to be Included and Additional Resources:

All Respondents' Replies **must** have the following updated content:

- a. Comprehensive full text coverage of all fifty state and federal court opinions (reported and unreported);
- b. Full text of all states' and federal statutes, session laws and court rules;
- c. Full text of all states' and federal administrative rules and decisions, including Florida PERC decisions;
- d. A case history and citation verification service;
- e. General periodicals such as law reviews, bar journals, and continuing legal education (CLE) publications;
- f. Florida Jurisprudence 2d;
- g. A federal practice treatise;
- h. Florida jury instructions;
- i. Florida practice treatises and formbooks;
- j. A comprehensive brief database which includes state and federal court briefs;
- k. Legal Dictionary;
- l. A.L.R.;
- m. A general legal encyclopedia;
- n. An annotated version of the Florida Statutes;
- o. An annotated version of Florida's historical statutes;
- p. Florida legislative history;
- q. Florida circuit court decisions; and
- r. United State Supreme Court petitions.

4.1.2 Additional Resources:

All Respondents' **Replies must** have the following updated contents:

- a. Florida court pleadings and filings, including criminal trial court filings;
- b. An attorney directory;
- c. A state and federal directory of judges; and
- d. A list of included general treatises on the following topics: antitrust, civil rights, class actions, constitutional law, contract law, criminal law, employment discrimination, Florida and federal evidence, health care fraud, search and seizure, state taxation, statutory construction, and trade secrets.

4.1.3 Search and Retrieval Capabilities for Legal Materials Database:

All Respondents' Replies must meet the following search and retrieval requirements:

- a. Case indexing system with hyperlinks;
- b. Keyword and phrase searches;
- c. Boolean searches;
- d. Proximity searches;
- e. Natural/common language searches;
- f. Field or segment searches;
- g. Root expansion and universal character symbols;
- h. Dual column printing;
- i. Ability to save searches;
- j. Ability to view search history;
- k. Ability to find a document by citation or name;
- l. Browsing flexibility (e.g., page by page, search term to search term, etc.);
- m. Ability to batch print a list of documents;
- n. Highlighted search terms in retrieved results;
- o. Star pagination including internal page numbers keyed to the official Florida reporter as defined in s. 28.381, F.S.;
- p. Ability to search all states' databases at once;
- q. Ability to search all federal courts' databases at once;
- r. Hypertext links within documents;
- s. Retrieval of documents by citation;
- t. Ability to print and download entire or selected portions of results;
- u. Copy and paste with citation;
- v. Capability of extracting a batch of cites from a document;
- w. Verification electronic clipping service; and
- x. Features to assist with writing briefs and memoranda, including a feature for building tables of authority and creating hyperlinks.

4.2 Public Records Databases and News

All Respondents' Replies must have national coverage for the following updated contents:

4.2.1 Contents of Public Records Databases (National Coverage):

- a. Name(s);
- b. Address(es);
- c. Telephone numbers (including cellular telephones);
- d. Vehicle identification;
- e. Corporate records;
- f. Newspapers;
- g. Person search;
- h. Driver's license search;
- i. Address(es) search;
- j. Assets (property and vehicles);

- k. Phone number(s);
- l. Vehicle ownership;
- m. Professional license(s);
- n. Criminal records;
- o. Driving records;
- p. Weapon licenses;
- q. Death records;
- r. Marriage records;
- s. Birth date(s);
- t. Social security number(s);
- u. Corporations;
- v. Corporate officers;
- w. Liens and bankruptcies;
- x. Familial relationships; and
- y. Incarcerations.

4.2.2 Search and Retrieval Capabilities for Public Records Databases (no per usage charge)

- a. Ability to search by name, birth date, address, social security number, vehicle identification number (VIN), tag number, corporate officer, or telephone number;
- b. Ability to save searches; and
- c. Short and Comprehensive Result Reports.

4.3 Investigative Materials Databases

All Respondents **must** have a comprehensive investigative database service which includes at a minimum the following criteria:

4.3.1 Contents of Investigative Materials Databases

- a. Name(s);
- b. Driver's license information;
- c. Address(es);
- d. Assets (property and vehicles);
- e. Phone numbers (including cellular phone numbers);
- f. Vehicle ownership and sales;
- g. Professional licenses;
- h. Criminal records;
- i. Driving records;
- j. Weapon licenses;
- k. Death records;
- l. Marriage records;
- m. Birth dates;
- n. Social Security number(s);
- o. Corporations;

- p. Corporate officers;
- q. Liens and bankruptcies;
- r. Familial relationships;
- s. Incarcerations;
- t. Internet, web, and social media history; and
- u. Employment information.

4.3.2 Search and Retrieval Capabilities for Investigative Materials Databases

- a. Ability to search by name, phone number, birth date, address, driver's license, social security number, VIN, Tag number, corporate officer, or telephone number;
- b. Access to real-time or contemporaneous records and reports;
- c. Short and comprehensive result reports;
- d. Criminal reports;
- e. Cloaked searches;
- f. Graphic display of results; and
- g. Ability to save searches.

4.4 Password Options

All Respondents' Replies **must** provide the following password options:

- a. A password option permitting individual users access to legal materials databases, public records databases, and/or investigative materials databases;
- b. Flexibility for addition or/ deletion of passwords without additional cost or service fee; and
- c. An efficient method for the JROs to create or delete user passwords.

4.5 Methods of Access

- a. Access **must** be compatible with Microsoft Office, Microsoft Edge, Google Chrome, Firefox and other major Internet Browser software.
- b. Back up access plan for Internet down time (dedicated lines or CD-ROM).

4.6 Special Requirements

- a. Respondent **must** provide content and services at a flat monthly charge.
- b. Respondent is able to block databases not included in the contract.
- c. Respondent **must** provide detailed monthly downtime reports to JAC.
- d. Respondent **must** provide at no charge training options including in person training on site at each participating JRO, webinars, online courses, and telephonic training.
- e. Respondent **may** provide a flat rate discount on future and current print subscriptions.
- f. Respondent **may** provide a flat rate discount on available court rule and statutory compilations.
- g. Respondent **may** provide and describe discounts on Florida e-book titles.

- h. Respondent **may** provide information about other services or databases included, for example, expert witnesses lists, and bill tracking.
- i. Respondent **may** provide information about customization and ease of use options including, but not limited to, the ability to create, build, and save custom templates or documents for trial and appellate pleadings; the ability to re-use case data across the templates or document or through data automation; the ability to search saved templates or documents by keyword, author, and date; and the ability for citations within the templates or documents to link to the legal research software.

4.7 Other Terms and Conditions

- a. Databases and services not indicated in the technical specifications **must** be provided to JAC at the Respondent's standard government rate or less.
- b. Respondents **must** provide a list of optional services and costs upon request by JAC.
- c. User guides **must** be provided free of charge.

4.8 Privacy

Respondent must provide information describing how data collected and reports generated comply with state and federal privacy laws including the Driver's Privacy Protection Act 18 U.S.C. 2721, the Gramm Leach Bliley Act 12 U.S.C. 1811, and the Fair Credit Reporting Act 15 U.S.C. 1681.

Section 5

Reply Instructions

5.1 Reply Format (Two Step Process)

Respondents should prepare their Replies simply and economically, providing a straightforward, concise delineation of their ability to satisfy the requirements of the ITN. Replies that are redundant, of excessive length, or contain a preponderance of boilerplate text, are discouraged. Respondents must use the Cover Page (Attachment C) attached to the ITN in submitting their Replies.

- a. The Respondent will submit its Technical Section in a separate sealed container labeled **Technical Section JAC ITN No. 2023.01 (Mandatory Requirement)**.
- b. The Respondent will submit its Price Sheet in a separate sealed container labeled **Price Sheet JAC ITN No. 2023.01**.

The Price Sheet will not be opened by JAC until after the Technical Section scores are received from the Evaluation Committee.

5.2 Copies of Replies

Respondents will deliver an **Original and Eight Copies** of the Technical Section and Price Sheet to JAC no later than the date and time outlined in the **Section 1.4, Calendar of Events**. Each should be clearly identified as “**Original**” or “**Copy**” and sequentially numbered.

5.3 Document Delivery

It is the Respondent’s responsibility to ensure that its ITN Package is delivered by the proper time at the office identified in **Section 1.4, Calendar of Events**. ITN packages which, for any reason are not received timely, will not be considered. Late ITN packages will be declared non-responsive and will not be evaluated. Unsealed and/or unsigned ITN packages transmitted by telegram, telephone, or facsimile transmission, by email, or other means are not acceptable and will be declared non-responsive and will not be evaluated.

5.4 Withdrawal of ITN Packages

A written request to withdraw a proposal, signed by the Respondent, may be considered if received by JAC within 72 hours after the proposal opening date and time as specified in the **Section 1.4, Calendar of Events**. A request received in accordance with this provision may be granted by JAC upon proof of impossibility of performance based upon an obvious error on the part of the Respondent.

5.5 Execution of ITN Package

Each proposal must contain the company name and FEIN and the original signature of an authorized representative of the Respondent. Each proposal must be typed and should be submitted with the Respondent's name and page number on each page.

5.6 Technical Section Format

The objective of the Technical Section is to demonstrate the Respondent's ability and readiness to successfully deliver the commodities and services requested. In order to assist JAC in reviewing the Replies, each Technical Section will be prepared utilizing the following format and headings:

- a. Description of Federal Material Collection;
- b. Description of Law Review / Journal Collection;
- c. Description of Multistate Collection;
- d. Description of Florida Titles Included (must identify individual titles);
- e. Description of Search and Retrieval Capabilities for Legal Materials;
- f. Description of News Databases;
- g. Description of Search and Retrieval Capabilities of News Databases;
- h. Description of Public Records;
- i. Description of Search and Retrieval Capabilities of Public Records Databases;
- j. Description of Investigative Databases;
- k. Description of Search and Retrieval Capabilities of Investigative Databases;
- l. Description of Print Subscription Discounts; and
- m. Description of Customer Support and Training.

5.7 Respondent Qualifications and Experience

The Reply must include a section where the Respondent describes its qualifications and experience in providing similar services to those described in this ITN to numerous governmental entities and users as described herein, as well as any proposed subcontractor's experience and qualifications, if applicable.

5.8 Price Sheet Format

Each Reply must include a detailed price sheet for services and content to be provided. Pricing must be stated on a per user per month basis for all unique services, service level, content, and/or content levels. All additional fees, charges, etc., must be clearly stated. Services and content provided for each unique per user per month cost must be delineated and unambiguous. Prices provided are for the initial three-year period of the contract. There will be no price increase during the initial three-year contract period.

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.

5.9 Transmittal Letter

Identify the Technical Section as “Technical Section” to the State of Florida Justice Administrative Commission. The letter must clearly indicate that the person signing the Technical Section is authorized to bind the Respondent. The transmittal letter will include the items below:

- a. Identify firm name;
- b. Identify firm address;
- c. Identify firm telephone number;
- d. Identify name and title of authorized representative submitting the Technical Section;
- e. Identify any and all joint proposing firms and/or subcontractors; and
- f. In the event that **Section 2.7, Conflict of Interest and Disclosure**, is applicable, then this, too, must be addressed.

Section 6

Evaluation of Technical Section and Price Sheet

6.1 Technical Replies

JAC will evaluate technical Replies against all evaluation criteria set forth in this Section in order to establish a competitive range of replies reasonable susceptible of award.

6.1.1 Evaluation of Technical Replies

JAC will appoint an Evaluation Team consisting of at least three people who collectively have experience and knowledge in the subject area and service requirements for the services sought in this ITN. 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 forth below. Each Evaluator, working independently, will award a numerical score using whole numbers to assess the merits of content of each Respondent's Technical Reply.

6.1.2 Price Sheet Evaluation

Price Sheets will not be "scored," but will be used for negotiation purposes.

6.2 Technical Section Points

A maximum score of 75 points can be achieved as follows:

- Legal Materials Databases – 45 points
- Public Records Databases – 15 points
- Investigative Materials Databases – 15 points

6.2.1 Legal Materials Database Points – (Maximum 45 Points)

- a. Content (**Maximum 30 Points**) – Points will be awarded based on the currency of materials, scope of materials (primary and secondary), quality of materials, and availability of materials used for the practice of law in Florida State and Federal courts.
- b. Administrative Features (**Maximum 15 Points**) – Points will be awarded based on convenience or password management, training and support, billing reports, and back-up access.

6.2.2 Public Records Databases Points – (Maximum 15 Points)

- a. Content (**Maximum 10 Points**) – Points will be awarded based in the currency of materials, scope of materials, and availability of Florida content.
- b. Administrative Features (**Maximum 5 Points**) – Points will be awarded based on convenience of password management, training and support, billing reports, and back-up access.

6.2.3 Investigative Databases Points – (Maximum 15 Points)

- a. Content (**Maximum 10 Points**) - Points will be awarded based in the currency of materials and scope of materials.
- b. Administrative Features (**Maximum 5 Points**) – Points will be awarded based on convenience of password management, training and support, billing reports, and back-up access.

6.3 Evaluation of Technical Section

JAC reserves the right to negotiate concurrently with competing Respondents as described below. The participating Respondents should be cognizant of the fact that JAC, upon completion of each step, reserves the right to finalize the negotiation process at any time in the proposed process that JAC determines such selection would be in the best interest of the State and its participating JROs. Respondents will submit Replies as outlined in **Section 5.1, Proposal Format (Two Step Process)**.

Upon completion of the evaluation process, JAC will conduct concurrent negotiations. Respondent must achieve an average score at least 45 points (out of a possible 75 points) for the Technical Section to be eligible for continuing to the Negotiation Phase. If a vendor achieves an average score less than 45 points in the Technical Section, the vendor will not be considered further.

The first step in the negotiation process will be presentations held by virtual meeting on Zoom. Respondents must be willing and prepared to proceed with presentations as set forth in the **Section 1.4, Calendar of Events**.

Price Sheets will be reviewed and discussed during negotiations, and are subject to best and final offers.

Concurrent sessions will be handled by JAC's Negotiation Team, which will be comprised of a minimum of three members. Each participating Respondent will be notified by email of the date and time of its negotiation session(s). All negotiation sessions will be held by virtual meeting on Zoom.

6.4 Concurrent Negotiation

Negotiation sessions are not open to the public. All negotiation sessions will be recorded by JAC.

During negotiation sessions, Respondents may propose alternatives which would increase the value of the commodities and services provided. JAC reserves the right to accept alternative means of accomplishing mandatory requirements, with reasonable assurance of satisfactory results, without addendum to the ITN. Such alternatives should be clearly identified by the Respondent in its ITN response. Respondent shall also provide a demonstration of the features of the proposal including, but not limited to, currency of materials, scope of materials, quality of materials, ease of use, flexibility of system, and general efficiency. Concurrent negotiations will be conducted with the Respondents meeting the minimum technical average score of (45 or more points) and upon completion of a 72-hour posting period. Cost replies will not be used to determine Respondents chosen for negotiations. However, costs will be an important consideration in determining best value. Each Respondent selected for concurrent negotiations will be scheduled to meet with JAC's Negotiation Team to review and negotiate both their technical and price replies and discuss any issues or problems. Upon completion of negotiations, all concurrent participating Respondents will be provided a revised Scope of Services, if warranted, and will be requested to submit a written summary of their firm's capabilities and technical approach to the revised Scope of Services and, if necessary, a revised price proposal which will be the Respondents best and final offers.

Upon review and discussion of individual summary evaluations, JAC's Negotiation Team will make an award recommendation that will be submitted to JAC or its designee. Upon approval by JAC or its designee, the Issuing Officer will write a short statement that explains the basis for Respondent(s) selection and how the Respondent's(s') deliverables and price(s) will provide the best value to the State.

6.5 Best Value

JAC intends to contract with the responsive and responsible Respondent(s) whose Reply is determined by JAC's Negotiation Team to provide the best value to the JROs and JAC. "Best value" means the highest overall value to the State based on objective factors that include, but are not limited to, price, quality, design, and workmanship.

Based on a determination of best value, JAC reserves the right to award one or more contract(s) for legal materials/public databases and investigative materials or one or more separate contracts: one for legal materials/public records databases and one for investigative materials.

ATTACHMENT B–TO CONTRACT NO. JAC 2023.01

State of Florida, Justice Administrative Commission and *(Vendor name)*

ACCESS FORM

for Offices of Justice Administration
Online Legal Research and Investigative Services

By executing this Access Form, the undersigned Judicial-Related Office (the undersigned office) and the Justice Administrative Commission agree:

- This undersigned office is one of the offices served by the Justice Administrative Commission (JAC) as set forth in Section 1.2 of Attachment A (ITN No. JAC-2023.01) to Contract No. JAC 2023.01, (hereinafter “Agreement”), and, by signing this Access Form and adding its Professional Users to the Agreement, is eligible to license the access to certain online legal research databases and investigative material databases pursuant to the Agreement between the JAC and *** (hereinafter “Vendor”).
- The undersigned office agrees that pursuant to the Agreement, Vendor will grant the undersigned’s enrolled Professional Users a non-exclusive, non-transferable limited license to access and use the Vendor’s products identified in this Access Form, and the undersigned office further agrees that, in using the Vendor’s products, it will be bound to the terms and conditions contained within the Agreement inclusive of all appropriate Attachments and parts thereof and will only use the Vendor’s products in accordance with these terms and conditions.
- The undersigned office agrees that the term of its subscription to the Vendor’s products and services listed below will be from the date of its subscription activation and initiation of access to the online legal research databases and investigative materials databases through June 30, 2026.

Name of Judicial-Related Office: _____

Office Address: _____

Existing Vendor Account Numbers: _____

Administrative Contact

Name: _____

Email: _____

Phone Number: _____

Billing Start Date: _____

Number of "Professional Users" to be enrolled pursuant to the Agreement: _____

Online Legal Research Options

Professional Users

Legal Materials Databases for all 50 states _____

Legal Materials Databases for all 50 states
and Public Records Databases and News _____

Additional Option _____

Additional Option _____

Optional Add-Ons

Professional Users

To be determined _____

Investigative Materials Options

Professional Users

Investigative Materials Databases _____

Access Form executed by:

Name of the Judicial-Related Office

Signature

Date

Printed Name and Title of Person Signing

ATTACHMENT C–TO CONTRACT NO. JAC 2023.01

COVER PAGE

**STATE OF FLORIDA
JUSTICE ADMINISTRATIVE COMMISSION**



ON BEHALF OF THE OFFICES OF JUSTICE ADMINISTRATION

February, 2023

INVITATION TO NEGOTIATE

Respondent Name: _____

Respondent Mailing Address: _____

City, State, Zip: _____

Phone Number: ()

Fax Number: ()

E-Mail Address: _____

Federal Employer Identification Number (FEIN): _____

BY AFFIXING MY SIGNATURE ON THIS REPLY, I HEREBY STATE THAT I HAVE READ THE ENTIRE REPLY INCLUDING ITS TERMS, CONDITIONS, PROVISIONS, SPECIFICATIONS AND ALL ITS ATTACHMENTS. I hereby certify that my company, its employees, and its principals agree to abide by all the terms, conditions, provisions, and specifications during the competitive solicitation and any resulting Contract.

Signature of Authorized Representative: _____

Printed (Typed) Name and Title: _____