

INVITATION TO NEGOTIATE (ITN)

ITN No: JAC – 2017.01

ONLINE LEGAL RESEARCH

JUSTICE ADMINISTRATIVE COMMISSION

ON BEHALF OF THE MEMBERS OF

FLORIDA PROSECUTING ATTORNEYS ASSOCIATION

AND

FLORIDA PUBLIC DEFENDER ASSOCIATION, INC.



State of Florida

Justice Administrative Commission

February 2017

Justice Administrative Commission

Invitation to Negotiate (ITN)

2017.01 Legal Research

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SECTION 1. PURPOSE AND GENERAL INFORMATION

1.1 Purpose

The purpose of this ITN is to seek competitive, responsive proposals and pricing on behalf of the members of the Florida Prosecuting Attorneys Association (FPAA) representing the 20 State Attorneys of Florida, the Florida Public Defender Association (FPDA) representing 19 Public Defenders of Florida, and the other offices of Justice Administration, described more fully in the Background Section 4.1 set forth below, regarding their needs for online legal research database services. The Justice Administrative Commission on behalf of the FPAA, the FPDA and the offices of Justice Administration hereby requests prices for online legal research packages that would be made available to all offices of the FPAA, FPDA, and Justice Administration in Florida and would supersede any existing contracts or arrangements with those offices currently in effect. The individual offices of the members of the FPAA, the FPDA, and the other offices of Justice Administration would retain the ability to obtain separate quotes for services at or better than the rates in the awarded contract regardless of any existing contract in place between the offices of FPAA, FPDA, and Justice Administration and Contractor at this time. Prices submitted and accepted shall be firm against any increase for the entire contract term, including renewals. Price decreases may be requested and negotiated by either party at any time.

1.2 Definitions

CONTRACT	A written agreement between two or more parties and is enforceable by law.
CONTRACTOR	The Respondent(s) with whom the State executes a contract/purchase order to provide the required commodities/services. Contractor used herein can mean one or more Contractors.
DAY	A calendar day.
JAC	JAC shall be synonymous with the Justice Administrative Commission and participating Justice Administration offices.
INVESTIGATIVE MATERIAL	Enhanced public records databases that include but are not limited to Social Security Numbers, Driver's Licenses and Criminal Reports.
NUMBER OF VERBS OR NOUNS	Throughout this ITN, the singular may be read as the plural and the plural as the singular.
OFFEROR	Any firm or person who submits a proposal to the JAC in response to this ITN.
PRIMARY LEGAL MATERIAL	A collection of statutes, cases or administrative regulations.
PROPOSAL	All information and materials submitted by a Respondent in response to this ITN.

PUBLIC RECORDS DATABASES	Public records databases as used in Section 4.2.2 is 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.
RESPONDENT	Any firm or person who submits a proposal to the JAC in response to this ITN.
SECONDARY LEGAL MATERIAL	Any material that analyzes, indexes, describes, or explains statutes, cases, or administrative regulations.
STATE	State shall 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 PROPOSAL	<p>A responsive offer in full compliance with the invitation to negotiate specifications and conditions by a responsible person or firm. The responsiveness of a proposal shall be determined based on the documents submitted with the proposal. The responsiveness of the proposal and the qualifications or responsibility of the offeror will be determined as of the time the proposal is publicly opened.</p> <p>Responsive offeror means a person or firm which has submitted a proposal which conforms in all material respects to the invitation to negotiate. Responsible or qualified offeror 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 proposal requiring information may be cause for such proposal to be rejected.</p>
VENDOR	Any firm or person who submits a proposal to the JAC in response to this ITN.

1.3 Issuing Officer

The Issuing Officer is the sole point of contact for all the JAC, the members of the FPAA and FPDA along with the various other offices of Justice Administration from the date of release of this ITN until the selection of the Contractor is made. All questions and requests for clarification, with the exception of scheduled conferences and meetings with the agency's negotiating team, 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
P.O. Box 1654
Tallahassee, Florida 32302
(850) 488-2415
Email: wayne.meyer@justiceadmin.org

1.4 Calendar of Events

The following time schedule will be strictly adhered to in all actions relative to the ITN, unless modified by the JAC by addendum to this ITN.

ACTIVITY	DATE
Issue Date of the Invitation to Negotiate (ITN)	February 24, 2017
All questions ITN must be submitted to the issuing officer by 5:00 P.M., Eastern Standard Time (EST) (may be submitted earlier)	March 3, 2017
Response to questions provided to vendors, to include Addendum, if necessary	March 10, 2017
Respondents' ITN Packages are due and must be received at the Justice Administrative Commission, 227 N. Bronough Street, Suite 2100, Tallahassee, Florida 32301, no later than 2:30 P.M., EST . Responses must be addressed to the Issuing Officer as specified in Section 1.3	March 17, 2017
*All timely received responses will be opened by JAC starting at 2:30 P.M. EST or soon thereafter at the Justice Administrative Commission, 227 N. Bronough Street, Suite 2100, Tallahassee, Florida 32301. The public may attend the opening but may not review any proposals submitted until they become public records in accordance with Section 119.07, Florida Statutes. The names of Respondents and the names of firms submitting "no proposal" responses will be read aloud	March 17, 2017
Oral Presentation by Respondents	March 30, 2017
Posting of the notice of the short list of qualified Respondents	April 7, 2017
Start of negotiations with selected Respondents	April 11, 2017
Final and best offers (FABO's) to be submitted in writing at the conclusion of negotiations, no later than 5:00 P.M. EDT . The FABO's may be sent via facsimile transmission to 850/488-8944. FABO's with original signature must be received by 5:00 P.M. EDT , May 1, 2017	April 28, 2017
Notice of Intent to Award	May 8, 2017
Contract executed between JAC and ITN Awardee with a contract effective date of June 1, 2017	May 22, 2017
All vendors are hereby notified that the meetings noted with an asterisk above () are public meetings open to the public and may be electronically recorded by any member of the audience. Although the public is invited, no comments or questions will be taken from the vendors or other members of the public.	

1.5 Accessibility for Disabled Persons

If a special accommodation is needed, please advise no later than five (5) working days prior to the event. Contact the Issuing Officer in Section 1.3.

SECTION 2. SPECIAL CONDITIONS

2.1 Mandatory Requirements

The JAC has established certain mandatory requirements which must be included as part of any proposal. The use of the terms "**shall**", "**must**", or "**will**" (except to indicate simple futurity) in this ITN indicates a mandatory requirement or condition.

The words "**should**" or "**may**" in this ITN indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not in itself cause rejection of a proposal.

2.2 Non-Responsive Proposals, Non-Responsible Respondents

Proposals which do not meet all mandatory and material requirements of this ITN or which fail to provide all required information, documents, or materials will be rejected as non-responsive. Material requirements of the ITN are those set forth as mandatory or without which an adequate analysis and comparison of proposals are impossible, or those which affect the competitiveness of proposals or the cost to the State. 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. The JAC reserves the right to determine which proposals meet the material requirements of the ITN, and which Respondents are responsible. See also the Exception in Section 2.1, Mandatory Requirements.

2.3 Costs of Developing and Submitting Proposal: Ownership

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

2.4 Addenda

Any and all addenda to this ITN will be issued in writing and will be provided to each vendor by email.

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

2.5 Legal Requirements

Applicable provisions of all federal, state, county, and local laws and administrative procedures, regulations, or rules shall govern the development, submittal and evaluation

of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between persons submitting a proposal hereto and the JAC. Lack of knowledge of the law or applicable procedures, regulations or rules by any Respondent shall not constitute a cognizable defense against their effect.

2.6 Conflict of Interest and Disclosure

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their proposals whether any officer, director, employee, or agent is also an officer or an employee of the JAC, the State of Florida, or any of its agencies, whether executive, judicial, or legislative. All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent (5%) 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 the JAC, or other person, who has received or will receive compensation of any kind, in seeking to influence the actions of the JAC in connection with this procurement.

2.7 Taxes

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

2.8 Proposal Tenure

All proposals are binding for one hundred eighty (180) days following the proposal opening date.

2.9 Non-Exclusive Rights

The right to provide the commodities and services which will be granted under the Contract shall not be exclusive. The 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.

2.10 Contract

The Contract between the JAC and the successful Respondent (Contractor) shall incorporate this ITN, any addenda to this ITN, and the Respondent's (Contractor) proposal. In the event of a conflict in language among any of the documents referenced herein, the provisions and requirements of the Contract shall govern.

2.11 Term of Contract

The Contract shall be in effect for an initial period of three (3) years, beginning June 1, 2017 through May 31, 2020, with three (3) one-year renewal options to be exercised solely by the JAC and contingent upon satisfactory service and continued Contractor responsibility, unless terminated earlier by the JAC under the terms provided herein; subject to annual appropriations by the Florida Legislature. There shall 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 www.bls.gov. If at any time a Contract is canceled, terminated, or expires, and a Contract is subsequently executed with a firm other than Contractor, Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent Contractor.

2.12 Assignment of the Contract

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

2.13 Benefit

The Contract awarded pursuant to this ITN is for the benefit of the JAC, the FPAA, the FPDA and the associated offices of Justice Administration and the Contractor and not for the benefit of any other third party or person.

2.14 Copyrighted Material

Copyrighted material will be accepted as part of a technical proposal only if accompanied by a waiver that will allow the 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, Chapter 119, Florida Statutes.

2.15 Confidential and/or Trade Secret Privileged Materials

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from Section 119.07(1), Florida Statutes, and Section 24(a), Article 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. Section 119.071, Florida Statutes.

The Respondent must include any materials it asserts to be exempt from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled **Attachment to Invitation to Negotiate Number JAC ITN No. 2017.01 - Confidential Material**. The Respondent must identify the specific provision of the Florida Statutes that authorizes 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 proposal will be considered waived by the Respondent upon submission, effective after opening.

If the 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, the 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. The 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 the JAC for claims, costs, fines, and attorney's fees arising from or relating to its designation of solicitation-related materials as "confidential."

2.16 Transaction Fee Exemption – MyFloridaMarketPlace

This competitive solicitation is exempt from the MyFloridaMarketPlace Transaction Fee, pursuant to Section 43.16(1), Florida Statutes.

2.17 Checklist

The following items should be included in the ITN package that must be received no later than **2:30 P.M. EST, March 17, 2017**, by the JAC at the address indicated in **Section 1.4 Calendar of Events**.

Technical Section, as specified in Section 4.2

Attachment A - Price Sheet

Attachment B - Vendor Information Sheet

SECTION 3. CONTRACT TERMS

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

3.1 Contractor Responsibility

The 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 proposal whether or not the Contractor is the supplier of said commodities and services or any component.

3.2 Termination for Cause

The JAC reserves the right to immediately terminate the Contract by providing written notice to Contractor / Respondent if the JAC determines any of the following have occurred:

- a. Contractor knowingly furnished any statement, representation, warranty, or certification in connection with the ITN or the Contract, which representation is materially false, deceptive, incorrect, or incomplete.
- b. Contractor fails to perform to the JAC's satisfaction any material requirement of the Contract or defaults in performance of the Contract.
- c. The performance of the Contract is substantially endangered by the action or inaction of the Contractor, or such occurrence can be reasonably anticipated.
- d. The State enacts a law which removes or restricts the authority or ability of the JAC to conduct all or part of its function.

Should the JAC give notice of termination for reasons in sub-paragraphs (b) and/ or (c) above, Contractor shall have not less than ten (10) calendar days, or as specified by the notice, after receipt of said notice to remedy the failures or problems. If Contractor fails to so remedy, the JAC may order Contractor to cease all work. If the Contract is terminated for cause or unilaterally canceled by the JAC, the JAC shall be obligated only for the goods and services actually delivered and accepted prior to the date of notice of termination, less any liquidated damages or other damages that may be assessed for non-performance.

3.3 Termination by Mutual Agreement

With the mutual agreement of both parties, the Contract or any part of the Contract may be terminated on an agreed date prior to the end of the Contract period without penalty to either party.

3.4 Termination for Convenience

The JAC reserves the right to terminate the Contract or any part of the Contract at its convenience. The JAC shall incur no liability for materials or services not yet ordered if it terminates for convenience. If the JAC terminates for convenience after an order for materials or services has been placed, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as properly documented expenses necessarily incurred in the performance of work up to time of termination.

3.5 Contractor's Responsibilities Upon Termination

After receipt of a Notice of Termination, and except as otherwise specified by the JAC, Contractor shall:

Stop work under this Contract on the date, and to the extent specified, in the notice,

- a. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Contract that is not terminated,
- b. Complete performance of such part of the work as shall not have been terminated by the JAC; and
- c. Take such action as may be necessary, or as the JAC may specify, to preserve and deliver to the JAC all stored research separated by office related to this Contract which is in the possession or control of the Contractor.

3.6 Severability

It is understood and agreed by the parties hereto, that if any part, term or provision of the Contract is held by a Court of law to be invalid or unenforceable, the validity or enforceability of the remaining portions or provisions shall not be affected, and the right and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

3.7 Default

Failure of the Contractor to perform according to the Contract shall 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.

3.8 Payment Method

Contractor shall submit monthly itemized (by user and service) invoices to the attention of each office user's appointed contract manager. Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

Each office user's contract manager or his/ her successor shall be responsible for enforcing performance of the contract terms and conditions and he/ she shall serve as liaison with the contractor and shall review and approve all invoices for payment.

3.9 Applicable Laws and Rules

The Contractor shall comply with all laws, regulations, and directives issued by any public health agency pertaining to the Worker's Compensation Act and shall 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 shall be the responsibility of the Contractor.

3.10 Silence of Specifications

The apparent silence of specifications set forth in the ITN and contract to any details, or the omission by Respondent of a detailed description, concerning any point, shall 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 shall be made upon the basis of this statement.

3.11 Public Entity Crime and Discrimination

Pursuant to Sections 287.133 and 287.134, Florida Statutes, 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.

(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 Section 287.017, Florida Statutes), for a period of 36 months from the date of being placed on the convicted vendor list, pursuant to Section 287.133, Florida Statutes. The Contractor certifies that neither it nor any affiliate has been placed on such convicted vendor list, and shall notify the Agency within five (5) days of its, or any of its affiliate's, placement thereon.

(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 Section 287.017, Florida Statutes, 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 Section 287.134, Florida Statutes. The Contractor certifies that neither it nor any affiliate has been placed on such discriminatory vendor list, and shall notify the Agency within five (5) days of its, or any of its affiliate's, placement thereon.

3.12 Additions/ Deletions

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

3.13 Governing Law & Venue

The Contract is entered into in the State of Florida, and shall be construed, performed, and enforced in accordance with the laws and rules of the State of Florida. If any term or provision of the Contract is found by a court of law to be invalid or unenforceable, such terms or provisions shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Any and all litigation arising under this Contract shall be instituted in the appropriate court in Leon County, Florida.

3.14 Liability

The 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 shall 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 the 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.

SECTION 4. SCOPE OF PROJECT

4.1 Background

The Florida Prosecuting Attorneys Association (FPAA) is a nonprofit corporation whose members are the 20 elected State Attorneys, over 2,300 Assistant State Attorneys, 260 investigators, 177 paralegals, and 30 legal staff. The Florida Public Defender Association (FPDA) is a nonprofit corporation whose members include 19 elected Public Defenders, over 1,770 Assistant Public Defenders, 147 investigators and 64 legal staff. The Justice Administrative Commission (JAC) administratively serves the 20 offices of State Attorney, 20 offices of Public Defender, as well as three Offices of Capital Collateral Regional Counsel, five Offices of Criminal Conflict and Civil Regional Counsel, and the Statewide Guardian ad Litem Program. Altogether, JAC serves the 49 Justice Administration offices. As of February, 2017, all of these offices employ over 5,100 staff with online legal and/or investigative research needs. These offices comprise the offices of Justice Administration for the State of Florida.

In order to perform their duties, the attorneys, investigators, and legal staff of the FPAA, FPDA, and the other Justice Administration offices are required to perform legal research and conduct investigations accessing primary and secondary investigative databases, on an ongoing basis, concerning state and federal subjects. The particular services desired will vary between the offices of Justice Administration, as well as depend upon the role of each employee, i.e., attorneys, investigators and other legal staff. For these reasons, the JAC, on behalf of the FPAA, the FPDA, and the other Justice Administration offices, seeks to negotiate (an) online legal research services contract(s) to provide the offices of Justice Administration, their attorneys, investigators, and legal staff with online legal 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 (3) years. This Invitation to Negotiate (ITN) has been issued to obtain offers from qualified vendors 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 researching duties with the aforementioned offices.

NOTE: JAC reserves the right to award to one or multiple Respondents, statewide or by region, or to make no award, as determined to be in the best interest of the State.

4.2 Technical Specifications

4.2.1 Legal Materials Database

The JAC **will** require Respondents to provide trial passwords to each of the services offered in their proposals during the evaluation and negotiation period.

4.2.1.1 Legal Materials Database

a. Items Required to be Included and Additional Resources

All Respondents' proposals **must** have the following updated contents. The ITN package **must** include the following:

- (1) Comprehensive full text coverage of all fifty state and federal court opinions (reported and unreported)
- (2) Full text of statutes, session laws and court rules, all states and federal
- (3) Full text of administrative rules and decisions, all states and federal including Florida PERC decisions
- (4) A case history and citation verification service
- (5) General periodicals such as law reviews, bar journals, and CLE publications
- (6) Florida Jurisprudence 2d
- (7) A federal practice treatise
- (8) Florida jury instructions
- (9) Florida practice treatises and formbooks
- (10) A comprehensive brief database which includes state and federal court briefs
- (11) Legal dictionary
- (12) A.L.R.
- (13) A general legal encyclopedia
- (14) An annotated version of the Florida Statutes
- (15) Florida circuit court decisions
- (16) United State Supreme Court petitions

b. Additional Resources

All Respondents' proposals **should** have the following updated contents. The ITN package **should** include the following:

- (1) Florida court pleadings and filings, including criminal trial court filings
- (2) An attorney directory
- (3) A state and federal directory of judges
- (4) A list of included general treatises on the following topics: antitrust, civil rights, class actions, constitutional law, contract law, criminal law, employment discrimination, federal evidence, health care fraud, search & seizure, state taxation, statutory construction, and trade secrets

4.2.1.2 Search and Retrieval Capabilities for Legal Materials Database

All Respondents' proposals 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 (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 Section 28.381, Florida Statutes
- p. Ability to search all states at once
- q. Ability to search all federal courts 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
- x. Features to assist with writing briefs and memoranda including a feature for building tables of authority and creating hyperlinks

4.2.2 Public Records Databases and News

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

4.2.2.1 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
- y. Incarcerations

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

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

4.2.3 Investigative Materials Databases

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

4.2.3.1 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 phones)
- 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. Employment information

4.2.3.2 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. Short and comprehensive reports
- c. Criminal reports
- d. Cloaked searches
- e. Graphic display of results
- f. Ability to save searches

4.2.4 Password Options

All Respondents' proposals **must** be able to provide pricing for the following password schemes:

- a. Respondents **must** provide password options for legal materials only, public records only, and/ or investigative materials only, and legal materials in conjunction with public records and/ or investigative materials
- b. Respondents **must** provide flexibility for addition / deletion of passwords without cost
- c. Respondents **must** provide an efficient method for creating/deleting passwords for users

4.2.5 Methods of Access

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

4.2.6 Special Requirements

- a. Respondent **will** provide content and services at a flat monthly charge
- b. Respondent is able to block databases not included in contract.
- c. Respondent **will** provide detailed monthly usage reports to the JAC
- d. Respondent **will** provide in person training on site at each participating office of Justice Administration as well as telephonic training at no charge
- e. Respondent **will** provide a flat rate discount on future and current print subscriptions
- f. Respondent **will** provide a flat rate discount on available court rule and statutory compilations
- g. Respondent **will** provide and describe discounts on Florida e-book titles

4.2.7 Other Terms and Conditions

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

4.3 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. INSTRUCTIONS FOR PREPARING ITN PROPOSAL

5.1 Two Step Process

The Respondent shall submit its **Technical Section/Price Sheet**, hereafter referred to as the **ITN package** by the date and time set forth in Section 1.4, Calendar of Events, in the following manner:

- a. The Technical Section shall be submitted in a separate sealed envelope/ box and labeled **Technical Sheet, JAC ITN No. 2017.01**.
- b. Attachment A, Price Sheet, shall be submitted at the same time as the Technical Section; however, in a separate envelope and labeled **Attachment A, Price Sheet, JAC ITN No. 2017.01**.

The Price Sheet will not be opened by the JAC Purchasing Staff until after the technical section scores are received from the Evaluation Committee.

5.2 Copies of ITN Proposals

Respondents shall deliver an **ORIGINAL AND EIGHT (8) COPIES** of the Technical Section and Price Sheet to the JAC no later than the date and time in which all proposals must be timely submitted.

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 on **Section 1.4, Calendar of Events**, in this ITN. 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 scored. Unsealed and/ or unsigned ITN packages transmitted by telegram, telephone, or facsimile transmission or other means are not acceptable and will be declared non-responsive and will not be scored.

5.4 Withdrawal of ITN Packages

A written request to withdraw a proposal, signed by the vendor, may be considered if received by the JAC within 72 hours after the proposal opening date and time as specified

in Section 1.4. A request received in accordance with this provision may be granted by the JAC upon proof of impossibility of performance based upon an obvious error on the part of the vendor.

5.5 Execution of ITN Package

Each ITN package must contain the company name and F.E.I.D. or social security number and the original signature of an authorized representative of the Respondent. Each ITN package must be typed. Each ITN package should be submitted with Respondent's name and page number on each page, see Attachment B.

5.6 Technical Section Format

The objective of the Technical Section is to demonstrate the offeror's ability and readiness to successfully deliver the commodities and services requested. In order to assist the JAC in reviewing the Technical Sections, each Technical Section shall 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
- m. Description of Customer Support and Training
- n. Description of Individual Password Plan, including Price Sheet

5.6.1 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 shall 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
- f. In the event that Section 2.6 of this ITN, Conflict of Interest and Disclosure, is applicable, then this, too, must be addressed

5.6.2 Project Organization and Plan

Provide the following information:

- a. Organizational chart for the project
- b. Organizational chart shall identify all personnel by job title and their responsibilities.
- c. The chart should also include each person's name, e-mail, address and telephone number

SECTION 6. EVALUATION OF TECHNICAL SECTION AND ITN NEGOTIATION

6.1 Evaluation of Technical Section

The JAC reserves the right to negotiate concurrently with competing Respondents as described below. The participating Respondents should be cognizant of the fact that the JAC, upon completion of each step, reserves the right to finalize the negotiation process at any time in the proposed process that the JAC determines such selection would be in the best interest of the State and its participating offices of Justice Administration.

Respondents will submit the ITN package as outlined in **Section 5.1, Two Step Process**. The JAC will appoint an Evaluation Committee comprised of at least three (3) members for the purpose of scoring the technical responses. The last step of the Technical Evaluation process will be an oral presentation made to the Evaluation Committee.

Upon completion of the evaluation process, the JAC will conduct concurrent negotiations. A vendor must achieve an average score at least 55 points (out of a possible 85 points) for the Technical Section to be eligible for continuing to the Negotiation Phase. If a vendor achieves an average score less than 55 points in the Technical Section, the vendor will not be considered further. Concurrent sessions will be handled by the JAC Negotiation Team, which will be comprised of a minimum of three (3) members.

6.2 Concurrent Negotiation

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

The JAC reserves the right to accept alternative means of accomplishing mandatory requirements, with reasonable assurance of satisfactory results, without addendum to the ITN. Such alternative(s) should be clearly identified by the Respondent in its ITN response.

Concurrent negotiations will be conducted with the Respondents meeting the minimum technical average score of (55 or more points) and upon completion of a seventy-two (72) hour posting period. Cost proposals 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 the JAC Negotiation Team to review and negotiate both their technical and price proposals 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.

Each member of the JAC Negotiation Team will complete a written summary evaluation of each Respondent's technical approach, capabilities and price proposal.

Upon review and discussion of individual summary evaluations, the Negotiation Team will make an award recommendation that will be submitted to the JAC or its designee. Upon approval by the 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.

The JAC will post for a period of seventy-two (72) hours, excluding weekends and holidays, the intent to award on its website, <https://www.justiceadmin.org/>.

6.3 Best Value

The JAC intends to contract with the responsive and responsible Respondent whose proposal is determined by the JAC Negotiation Team to provide the best value to the Offices of Justice Administration and the 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, the JAC reserves the right to award a single contract for legal materials/ public databases and investigative materials or separate contracts: one for legal materials/ public records databases and one for investigative materials.

6.4 Technical Section Points

A maximum score of 85 points can be achieved as follows:

Legal Materials Databases - 45 points
Public Records Databases - 15 points
Investigative Materials Databases - 15 points
Oral Presentation - 10 points

The JAC will appoint an Evaluation Committee, consisting of at least three (3) persons. The committee shall complete the evaluation of all valid Technical Sections, in accordance with the criteria set forth in this section. Each evaluator, working independently, will award a numerical score using whole numbers to assess the merits of content and features of vendor proposals. A vendor must achieve an average score of at least 55 points (out of 85 possible) in this section to be eligible for entering the negotiating process for this ITN award.

6.4.1 Legal Materials Databases Points - (Maximum 45 Points)

a. Content (Maximum 15 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. Search & Retrieval Features and Other Tools (Maximum 15 Points)

Points will be awarded based on flexibility of system, ease of use and efficiency.

c. Administrative Features (Maximum 15 Points)

Points will be awarded based on convenience of password management, training and support, billing reports and back-up access.

6.4.2 Public Records Databases Points – (Maximum 15 Points)

a. Content (Maximum 5 Points)

Points will be awarded based on the currency of materials, scope of materials and availability of Florida content.

b. Search & Retrieval Features and Other Tools (**Maximum 5 Points**)

Points will be awarded based on flexibility of system, ease of use and efficiency.

c. Administrative Features (**Maximum 5 Points**)

Points will be awarded based on convenience of password management, training and support, billing reports and back-up access.

6.4.3 Investigative Materials Database Points - (Maximum 15 Points)

a. Content (**Maximum 5 Points**)

Points will be awarded based on the currency of materials and scope of materials.

b. Search & Retrieval Features and Other Tools (**Maximum 5 Points**)

Points will be awarded based on flexibility of system, ease of use and efficiency.

c. Administrative Features (**Maximum 5 Points**)

Points will be awarded based on convenience of password management, training and support, billing reports and back-up access.

6.4.4 Oral Presentation Points (Maximum 10 Points)

Each vendor may earn up to 10 points when making its oral presentation to the Evaluation Committee. The presentations must be completed within a two (2) hour time period. The vendor(s) should allow time for evaluators to ask questions for clarification.

ATTACHMENT A

**JUSTICE ADMINISTRATIVE COMMISSION
ONLINE RESEARCH SERVICES
Price Sheet
JAC ITN 2017.01**

Respondents will provide pricing for licensing of online access to the packaged databases through the issuance of quantities of passwords issued and in use based upon a tiered approach, as set forth below, in order to provide the greatest possibility for savings and volume discounts for the JAC and the Offices of Justice Administration:

Legal Materials Databases, Public Records, and News (Attorneys and Non-Attorneys) pricing in five (5) tiers of total passwords for online access issued and in use each month:

1-499 total licenses	\$_____ per license per month
500 – 999 total licenses	\$_____ per license per month
1000 – 1499 total licenses	\$_____ per license per month
1500 – 1999 total licenses	\$_____ per license per month
2000+ total licenses	\$_____ per license per month

Investigative Materials Database (Investigators and the like) pricing in four (4) tiers of total passwords for online access issued and in use each month:

1 – 100 total licenses	\$_____ per license per month
101 – 200 total licenses	\$_____ per license per month
201 – 300 total licenses	\$_____ per license per month
300+ total licenses	\$_____ per license per month

Print Materials Discount: _____% **Discount** on all print materials ordered by the JAC and any of the various Offices of Justice Administration during the term of the Contract.

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

Please list any additional charges and volume discounts offered.

THE JAC RESERVES THE RIGHT TO REJECT ANY AND ALL NEGOTIATIONS AND TO WAIVE ANY MINOR TECHNICALITIES OR IRREGULARITIES WHERE IT IS DETERMINED BY THE JAC TO BE IN THE BEST INTEREST OF THE STATE OF FLORIDA.

**ATTACHMENT B
JUSTICE ADMINISTRATIVE COMMISSION
LEGAL RESEARCH SERVICES
VENDOR INFORMATION
JAC ITN No. 2017.01**

Vendor Name _____

Address _____

City, State & Zip Code _____

Telephone Number _____

Facsimile Number _____

E-mail _____

FEID Number/SSN: _____

By my signature I signify that I have read and understand the requirements of this competitive solicitation document and I am authorized to contractually bind the Respondent identified in this solicitation package.

NAME – Printed _____

SIGNATURE _____

TITLE _____