

INVITATION TO NEGOTIATE (ITN)

ITN No. DLA-2018.01

LEGAL CASE MANAGEMENT SOFTWARE



State of Florida

Department of Legal Affairs

Office of the Attorney General

December 06, 2017

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SECTION 1. PURPOSE AND GENERAL INFORMATION

1.1 Purpose

The purpose of this Invitation to Negotiate (ITN) is to seek competitive, responsive responses and pricing on behalf of the State of Florida, Department of Legal Affairs, Office of the Attorney General, hereafter referred to as the OAG, to provide Legal Case Management Software (Legal CMS), to improve the efficiency of the OAG, specifically within its Office of Statewide Prosecution. The solicitation will be administered through the Department of Management Services' Vendor Bid System (VBS) located at http://vbs.dms.state.fl.us/vbs/main_menu. Respondents interested in submitting a Response must comply with all the terms and conditions described in the ITN. Chapter 287 of the Florida Statutes governs the procurement of personal property and contractual services.

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 as used herein defines one or more Contractors.
ITN	Invitation to Negotiate.
LEGAL CMS	Legal Case Management Software.
OAG	OAG shall be synonymous with the State of Florida, Department of Legal Affairs, Office of the Attorney General.
PROCUREMENT OFFICER	Sole point of contact during the ITN process.
RESPONDENT(s)	Any firm(s) or person(s) who submit(s) a proposal to the OAG in response to this ITN.
RESPONSE	All information and material submitted by a Respondent in response to this ITN.
SHORT LIST	The six (6) highest ranked Respondents after conclusion of scoring of Responses.
STATE	State shall be synonymous with State of Florida and its various agencies and other governmental subdivisions.
SUBCONTRACTOR	Any person other than an employee of a Respondent who performs any services required by the Contract awarded as a result of this ITN for compensation, upon OAG approval.
VBS (VENDOR BID SYSTEM)	The system which allows all State Agencies to advertise solicitations on MyFlorida.com, hosted by the Department of Management Services, found at http://vbs.dms.state.fl.us/vbs/main_menu . It also permits registered Vendors to receive automatic email notification of solicitation advertisements, addendums to

	solicitation, and exceptional purchases.
VALID RESPONSE	<p>A responsive offer in full compliance with the ITN’s specifications and conditions by a responsible or qualified Respondent. The responsiveness of a Response shall be determined based on the documents submitted with the Response. The responsiveness of the Response and the qualifications or responsibility of the Respondent will be determined as of the time the Response is publicly opened.</p> <p>Responsive Respondent means a person or firm which has submitted a Response 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 Response requiring information may be cause for such Response to be rejected.</p>

1.3 PUR 1001 – General Instructions to Respondents

<http://dms.myflorida.com/index.php/content/download/2934/11780/version/6/file/1001.pdf>

The State of Florida General Instructions to Proposers (PUR 1001) are hereby referenced and incorporated in their entirety into this ITN. This is a downloadable document. Please download and save this document to your computer for further review. Potential Respondents to the solicitation are encouraged to carefully review all materials contained herein and prepare responses accordingly. There is no need to return this document (PUR 1001) back to the OAG.

1.4 Procurement Officer

The Procurement Officer is the sole point of contact for the OAG pursuant to Section 287.057(23), Florida Statutes, and the PUR 1001, Section 1(b), between the date of release of this ITN until the end of the 72-hour period following the OAG’s posting the notice of intended award, excluding Saturdays, Sundays, and state holidays. Pursuant to state statute,

“Respondents to this solicitation or persons acting on their behalf may not contract, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response”.

Requests for clarification, with the exception of scheduled conferences and meetings with the OAG's negotiating team, should be identified by placing the ITN Number in the subject line of all emails and directed to the Procurement Officer for this ITN who is:

Chari Wester, General Services Manager
 Florida Office of the Attorney General
 107 West Gaines Street, Collins Building
 Tallahassee, Florida 32301
 (850) 414-3417
 Email: chari.wester@myfloridalegal.com

1.5 Calendar of Events

The following time schedule will be strictly adhered to in all actions relative to the ITN, unless modified by the OAG by addendum to this ITN. No liability to the OAG will result from such deviations. All required Vendor actions must be completed by the date and time in the schedule.

ACTIVITY	DATE
Issue Date of the Invitation to Negotiate (ITN) posted on the (VBS) website at: http://vbs.dms.state.fl.us/vbs/main_menu	12/06/2017
All questions regarding the content of the ITN must be submitted to the Procurement Officer no later than 5:00 P.M., Eastern Standard Time (EST) by email to: chari.wester@myfloridalegal.com	12/13/2017
Response to questions received, to include Addendum, if necessary, posted on the VBS.	12/22/2017
Respondent's ITN Response Packages are due and must be received at the Office of the Attorney General, Bureau of General Services, Purchasing, Collins Building, 107 West Gaines Street, Tallahassee, Florida, 32301, no later than 2:00 P.M., EST. Responses must be addressed to the Procurement Officer as specified in Section 1.4. *All timely received Responses will be opened by the OAG starting at 2:30 P.M., Eastern Standard Time (EST) , or soon thereafter at the Collins Building, Room 163, 107 West Gaines Street, Tallahassee, Florida, 32301. The public may attend the opening but may not review any Responses 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 response" will be read aloud.	01/16/2018
Anticipated posting on VBS of the notice of the Short List.	02/12/2018

Anticipated start of negotiations, beginning with demonstrations of proposed Legal CMS solutions by the Short List.	02/19 -02/23/2017
Best and Final Offers (BAFO's) to be submitted in email to the Procurement Officer at conclusion of negotiations, no later than 5:00 P.M. EST . A confirmation of email receipt will be provided by the OAG.	03/12/2018
Anticipated Award posted on VBS.	03/20/2018
Anticipated Contract start date	04/16/2018

All Respondents 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 either the Respondents or other members of the public.

1.6 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 Procurement Officer in Section 1.4.

SECTION 2. SPECIAL CONDITIONS

2.1 Mandatory Requirements

The OAG has established certain mandatory requirements which must be included as part of any Response. 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 Responses, Non-Responsible Respondents

Responses 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 Responses are impossible, or those which affect the competitiveness of Responses or the cost to the State. Respondents whose Responses, past performance or current status that 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 OAG reserves the right to determine which Responses meet the material requirements of the ITN, and which Respondents are responsible. See also the Exception set forth in the second paragraph of Section 2.1, Mandatory Requirements.

2.3 Costs of Developing and Submitting Response: Ownership

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

2.4 Addenda

Any and all addenda to this ITN will be posted on the VBS. Receipt of addenda must be completed and included in the Respondent's ITN Response.

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 Responses received in response hereto and shall govern any and all claims and disputes which may arise between persons submitting a Response hereto and the OAG. 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 Identical Scoring of Responses

If during the ITN process, the OAG encounters identical scoring/exact tie, the tie will be resolved in accordance with Rule 60A-1.011, F.A.C., which may include certification that a drug free workplace has been implemented. Respondents may execute and return Attachment F, Drug Free Workplace Implementation, to be considered in the event of identical scoring/exact tie.

2.7 Conflict of Interest and Disclosure

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their Responses whether any officer, director, employee, or agent is also an officer or an employee of the OAG, 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 OAG, or other person, who has received or will receive compensation of any kind, in seeking to influence the actions of the OAG in connection with this procurement.

2.8 Taxes

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

2.9 Proposal Tenure

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

2.10 Non-Exclusive Rights

The right to provide the commodities and services which will be granted under the Contract shall not be exclusive. The OAG 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 between the OAG and the successful Respondent (Contractor) shall incorporate in this ITN, any addenda to this ITN, and the Respondent's (Contractor) Response. In the event of a conflict in language among any of the documents referenced herein, the provisions and requirements of the Contract shall govern.

2.12 Term of Contract

The Contract shall be in effect for an initial period of three (3) years, beginning on or about April 16, 2018. The maintenance and support shall continue for as long as the contract is in effect and will terminate on April 15, 2021. The initial phase of the contract for successful implementation of the Legal CMS shall be completed no later than June 30, 2018. The second phase of the contract for system maintenance and support begins after successful implementation of the Legal CMS.

The OAG reserves the right to renew the contract resulting from this solicitation. Renewal of this contract shall be in writing and shall be subject to the terms and conditions set forth in the existing contract. Renewal of this contract shall be limited to an additional three (3) one-year renewals. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds, subject to annual appropriations by the Florida Legislature or unless terminated earlier by the OAG.

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.

2.13 Assignment of the Contract

A Contract awarded pursuant to this ITN is not assignable except with the prior written approval of the OAG. Monies which become due thereunder are not assignable except with the prior written approval of the OAG, 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.

2.14 Benefit

The Contract awarded pursuant to this ITN is for the benefit of the OAG and the Contractor and not for the benefit of any other third party or person.

2.15 Copyrighted Material

Copyrighted material will be accepted as part of a Technical Response only if accompanied by a waiver that will allow the OAG to make paper and electronic copies necessary for the use of OAG staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes.

2.16 Confidential and/or Trade Secret Privileged Materials

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation is 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.

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 D, Confidentiality Agreement, ITN, DLA-2018.01. 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 ITN will be considered waived by the Respondent upon submission, effective after opening.

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

2.17 Public Records

The successful Respondent shall keep and maintain public records required by the OAG to perform all services required under this Contract. A request to inspect or copy public records relating to this Contract must be made directly to the OAG. If the OAG does not possess the requested records, the OAG will notify the Contractor of the request. Upon receiving such a notification and request from the OAG's Custodian of Public Records, the successful Respondent shall provide the OAG with a copy of the requested records, at no cost to the OAG, or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The Contractor must ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Contract, those records that are exempt or confidential and exempt from public records disclosure requirements by operation of Section 119.071, Florida Statutes (2017) or Chapter 119, Florida Statutes, are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the successful Respondent does not transfer the records to the OAG.

If the successful Respondent fails to comply with the OAG's request for records, then the aforementioned failure constitutes grounds for unilateral cancellation of this Contract by the OAG at any time, with no recourse available to the successful Respondent. Further, any successful Respondent who fails to provide the public records to the OAG within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes (2017). Upon completion of this Contract, the successful Respondent shall keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Contract, or electronically transfer in a file format compatible with the information technology systems of the OAG, at no cost, to the OAG all public records in possession of the successful Respondent. If the successful Respondent transfers all public records to the OAG upon completion of the Contract, the successful Respondent shall destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the successful Respondent keeps and maintains public records upon completion of the Contract, the successful Respondent shall meet all applicable requirements for retaining public records, consistent with the State of Florida's records retention schedule. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, at no cost to the OAG, in a format compatible with the information technology systems of the OAG.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THEN THE CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 414-3634, publicrecordsrequest@myfloridalegal.com OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.

2.18 Cooperation with Inspector General

The Contractor understands its duty, pursuant to Section 20.055(5) Florida Statutes, to cooperate with the Inspector General in any investigation, audit, inspection, review or hearing. The Contractor will comply with this duty and ensure that its subcontracts issued under this contract, if any, impose this requirement in writing, on its subcontractors.

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 OAG 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 Response whether or not the Contractor is the supplier of said commodities and services or any component.

3.2 Termination for Cause

The OAG reserves the right to immediately terminate the Contract by providing written notice to Contractor/ Respondent if the OAG 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 OAG'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 OAG to conduct all or part of its function.

Should the OAG 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 OAG may order Contractor to cease all work. If the Contract is terminated for cause or unilaterally canceled by the OAG, the OAG 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 OAG reserves the right to terminate the Contract or any part of the Contract at its convenience. The OAG shall incur no liability for materials or services not yet ordered if it terminates for convenience. If the OAG 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 OAG, Contractor shall:

- a. Stop work under this Contract on the date, and to the extent specified, in the notice,
- b. 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;
- c. Complete performance of such part of the work as shall not have been terminated by the OAG; and
- d. Take such action as may be necessary, or as the OAG may specify, to preserve and deliver to the OAG 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 Respondent's list regarding Public Entity Crime and the discriminatory Respondents list regarding Discrimination.

(1) PUBLIC ENTITY CRIME. A person or affiliate (as defined) who has been placed on the convicted Respondents 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 Respondents list, pursuant to Section 287.133, Florida Statutes. The Contractor certifies that neither it nor any affiliate has been placed on such convicted Respondents 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 Respondents 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 Respondent's list, pursuant to Section 287.134, Florida Statutes. The Contractor certifies that neither it nor any affiliate has been placed on such discriminatory Respondent's 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 OAG 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 OAG 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 WORK

4.1 Background

The OAG assists the Attorney General in his/her role as the State of Florida's constitutionally designated "chief legal officer," when the Attorney General is called upon to represent the state and its officials in legal actions which affect the state's interests. In performing this vital public service, the OAG provides a multitude of legal services for the State of Florida. Housed within the OAG, the Office of Statewide Prosecution's constitutional mandate and its mission is to investigate and prosecute crimes that impact two or more judicial circuits in the State of Florida. With a statewide authority and working regularly with both state and federal investigative and prosecutorial counterparts, this office focuses on complex, often large scale, organized criminal activity.

For the past 20 years, this office has used an in-house Legal CMS. Through this procurement, the OAG seeks to solicit responses from responsible Respondents that can provide a complete Legal CMS, COTS or otherwise, evaluate those responses and select a new Legal CMS for the Office of Statewide Prosecution.

The OAG's current IT environment consists of Microsoft 2016 servers, Microsoft SQL Servers 2012, with anticipation of updating to SQL Server 2016 by the end of 2017. The OAG runs Microsoft Office 365 on its desktop workstations, using Windows 10 and Internet Explorer 11. The OAG will be moving away from its current IBM/Lotus Notes Domino database application environment and moving toward Microsoft Exchange/Outlook 2016 by January 2018, for the purpose of email and calendaring functionality only. The IBM Lotus/Notes Domino Platform will remain for the other current database applications for the foreseeable future.

4.2 Technical Specifications

4.2.1 Objective/Purpose Regarding All Proposed System Solutions

The OAG is seeking one Respondent to propose, develop and maintain a successful Legal CMS solution that will assist in the coordination, scheduling and tracking resources for all legal matters addressed by the OAG through the installation of one centralized software package that will manage cases, documents, contacts and emails.

One important feature from the standpoint of this procurement is to ensure the Legal CMS the OAG selects has a document management component that takes responsibility for saving the digital case/matter file away from the end user. The OAG is seeking a larger Legal CMS that is secure, robust, highly customizable and can accommodate at a minimum, 250 end users.

4.2.1.1 Proposed System Requirements

- a. The proposed system solution shall offer at a minimum, but is not limited to, the following features:
 - (1) Customizable menus and fields to track all kinds of data for all types of cases;
 - (2) Multiple views, including case summary views, linked cross-references to related cases and management views;
 - (3) Investigative case management features and tool integration;
 - (4) Microsoft Office 2016, Office 365 (including Outlook), email and calendar integration;
 - (5) Comprehensive matter management including matter-centric organization of files and folders;
 - (7) File security, including file and folder change alerts/audit trails and file, folder and user permission management along with private files functionality;
 - (8) Phone logs, mail logs, to-do's, reminders and alerts with automatic notifications;
 - (9) Time tracking, including time capturing tools and activity logs;
 - (10) Billing, budgeting including cost/expense tracking;
 - (11) Document management component to include built-in extensive document and form assembly, automation plus document text searching;
 - (12) Ability to collaborate in real time with team members who receive up to date information and share access, as needed;
 - (13) Automated task scheduling and delegation, along with user management and assignment tracking;
 - (14) Comprehensive contact management, including current and past interactions, with easy access to contacts for open and closed cases;
 - (15) Conflict management; and
 - (16) Extensive reporting capability.

b. The proposed system solution shall meet at a minimum, the following, additional technical requirements:

- (1) System shall have the ability to configure and tailor unique case screens per business units;
- (2) System shall be able to create unique folders for paperless case files and have access controls;
- (3) System shall allow for secure transmission (incoming and outgoing) of files, documents, pictures, audios, videos, that can handle large data files, have access controls and activity logs;
- (4) System shall be able to accommodate several hundred concurrent users, up to at least the 250 minimum end users at multiple office sites throughout the State and be compatible with the following – Windows 7, Windows 10, Internet Explorer 11, and Operating System of MS Windows Servers in current OAG IT environment;
- (5) System shall have defined workflow processes with tracking functions, both for users as well as discrete sections of the office;
- (6) System shall possess the capability to reassign tasks;
- (7) System shall be able to run on premises or be cloud based. If on premises, it should be capable of running on a Microsoft SQL Server back-end (current version), and on a Microsoft O/S (also current version) environment;
- (8) System shall be accessible via a web browser;
- (9) System shall allow each section of the office to have its own secure file area within the Legal CMS;
- (10) System shall have address validation and review with pre-population of field capabilities;
- (11) System shall allow the import and export of data in delimited text files, MS Excel, and other standard data formats;
- (12) System shall provide a range of query and report options, including ad-hoc, custom and user-defined reports (online and web enabled);
- (13) System shall have the ability to produce email reminders prior to the deadline date and to do so on a flexible scheduled basis for those reminders;
- (14) System shall be capable of generating and supporting an unlimited number of cases/defendants, i.e. matters;
- (15) All case/defendant, (matter/part) etc., deletions from

- the system must be safeguarded by requiring user confirmation and administrator approval as a prerequisite to such deletions from the Legal CMS;
- (16) System shall have case/matter number assignment that will be capable of either automatic or manual operation;
 - (17) System shall have case/matter number structure for cases/matters entered into the system that will be alpha/numeric;
 - (18) System shall have case/matter lookup functionality through tables by name, client, case number or assigned attorney;
 - (19) System shall have the ability to track various phases in the life of a case/matter;
 - (20) System shall have the ability to document final disposition of the case/matter; as defined by the OAG;
 - (21) System shall have the ability to send reminders and alerts to the assigned attorney regarding both active and closed cases/matters;
 - (22) System shall have the ability to customize screens and document/form assembly in order to handle cases/matters in multiple jurisdictions;
 - (23) System shall have the ability to input and handle multiple plaintiffs and/or defendants for a single case/matter; and
 - (24) System shall have Automatic/Integrated OCR and Scanner Integration.

4.2.1.2 Desirable Additional Technical Features

The proposed system solution may have the following additional, desired technical features:

- (1) System may have the capability to link information in the Legal CMS into other IBM Notes, functions and databases; and
- (2) System may offer some level of Desktop integration with IBM Lotus Notes that will allow saving of files from one application to the legal matter file in the Legal CMS synchronization of common features between the Legal CMS proposed solution and IBM Lotus Notes, etc.

4.2.1.3 Questions/Responses

In addition to satisfying the required features and technical requirements set forth above, the successful Respondent shall answer the following questions regarding its proposed Legal CMS solution and provide those answers in its Technical Response to this ITN.

Scalability and Reliability Questions

Feature	Respondent's Answer
Describe the recommended database server specifications for an on premises installation with 250 users.	
Describe the recommended end user workstation specifications including CPU, RAM and disk requirements.	
If an on premises solution, was the product ORIGINALLY developed to run on a SQL relational database management system?	
What is the size of the Respondent's largest installation of the proposed Legal CMS solution?	
Is the Respondent willing to provide this installation as a reference? If so, please provide a contact name and phone number.	

Email and Calendar Integration Questions

Feature	Respondent's Answers
If proposed solution is on premises, does the Respondent's software application require integration directly with the Exchange server?	
Does the Respondent offer true, two-way integration between calendaring systems (can appointments be created and updated from either application)?	
Does the Respondent offer true two-way integration between task/reminder systems (can tasks and reminders be created and updated from either application)?	
Does the Respondent offer true, two-way integration between contact systems (can contacts be created and updated from either application)?	

If an e-mail is “saved” to a case/matter, does it have to remain on the Outlook/Exchange server?	
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Document Management Questions

Feature	Respondent’s Answers
Does Respondent’s Legal CMS solution include a complete document management component OR integrate with a separate DMS application?	
If the Legal CMS will be utilized as a DMS, does the Legal CMS solution manage the storage of documents?	
If the Legal CMS will be utilized as a DMS, can the Legal CMS solution store any document/file type along with a document “profile” (metadata)?	

Advanced Features Questions

Feature	Respondent’s Answers
Can the Respondent’s Legal CMS solution be “customized” for each of the needs of each practice group within the Office of Statewide Prosecution?	
Does the Respondent’s Legal CMS solution allow for “customized” windows or screens?	
Can all “customization” be performed by non-technical OAG personnel with minimal training?	
Does the Respondent’s Legal CMS solution include the ability to easily re-assign workload between end users?	
Does the Respondent’s application include the ability to easily export data into other applications?	

4.2.1.4 Training

- a. Respondent **will** provide training to all attorneys and staff who will be Legal CMS users so they will receive the best possible training within a reasonable time period, in keeping with OAG’s commitment to the end users;
- b. Respondent **will** fully explain how its training approach with staff end users will best fit with the software system implementation plan;

- c. Respondent **will** provide initial advanced training to at least three (3) staff members, with the ability to provide such training scalable to ten (10) staff members, selected by the OAG;
- d. Respondent **will** include and adequately describe the types of training it intends to make available to the users that will best fit with its implementation plan and the amount of time the training takes;
- e. Respondent **will** provide initial training that shall include an overview of the Legal CMS including, but not limited to, application usage, screens, functions, capabilities, workflow, terminology, access and user defined fields;
- f. Respondent **will** provide on-going training for new users as they come onboard, or those users that may need a “refresher” on limited use items and/or items that are only run on an infrequent basis (yearly processes, audit logs, and system modifications);
- g. Respondent **will** provide additional training for the Case Management System Administrator Team. This training shall include, at a minimum, all system customization capabilities, system documents generation and management rules-based customization, report writing, user access and controls, managing tables, updating configuration settings and application system maintenance; and
- h. Respondent **will** indicate the recommended amount of time for System Administrator Team training, as well as the recommended levels of initial, user technical system training.

4.2.1.5 Deliverables

Upon contract award, the successful Respondent shall provide the following deliverables to the OAG within the timeframes indicated, subject to change upon approval by both parties:

DELIVERABLES	DATE
Final project implementation plan no later than ten (10) business days after execution of the resulting Contract.	TBD
Meet with the OAG IT staff and selected users to identify any necessary modifications or customizations to the product no later than ten (10) business days after execution of the resulting	TBD

contract. Discuss training and how OAG IT staff and selected users will be integrated and involved during the customization, and system installation and implementation process.	
Installation of the Legal CMS.	06/30/2018
Testing of the Legal CMS.	TBD
Initiation of the Office of Statewide Prosecution and system user rollout.	TBD
Completion of the Office of the Statewide Prosecution implementation end user system implementation rollout.	TBD
Completion of the initial training.	TBD

Upon contract award, the successful Respondent shall prepare and submit to the OAG contract manager, a weekly status report on the progress of the deliverables set forth to be implemented and performed as part of the contract. It should include percentage of each deliverables completed, tasks performed, change requests pending, and any known issues, concerns or risks to the project. The first weekly status report is due the second week after the contract is signed.

SECTION 5. INSTRUCTIONS FOR PREPARING ITN RESPONSE

5.1 Two Step Process

The Respondent shall submit its **Technical Response/Price Proposal**, hereafter referred to as the **ITN Response Package** by the date and time set forth in Section 1.5, Calendar of Events, in the following manner:

- a. The Technical Response shall be submitted in a separate sealed envelope/ box and labeled **Technical Response, DLA-2018.01**.
- b. The Price Proposal, shall be submitted at the same time as the Technical Response; however, in a separate envelope and labeled **Attachment A, Price Proposal, DLA-2018.01**.

The Price Proposals will not be opened by the OAG Purchasing Staff until after the Technical Response scores are received from the Evaluation Committee.

5.2 Copies of ITN Proposals

Respondents shall deliver an **ORIGINAL AND EIGHT (8) COPIES** of their Response to the ITN, including responses to the Technical Response and Price Proposal to the OAG no later than the date and time listed in accordance with Section 1.5, Calendar of Events. In addition, the Response should contain an electronic version of the Technical Response in a single Adobe.PDF document file format on portable media. An original Response must contain originals of all documents required to be submitted by Respondents, joint Respondents, and/or Substantial Subcontractors, if any.

5.3 Document Delivery

It is the Respondent's responsibility to ensure that its ITN Response Package is delivered by the proper time at the office identified in Section 1.5, Calendar of Events. ITN Response Packages which, for any reason are not received timely, will not be considered. Late ITN Response Packages will be declared non-responsive, and will not be scored. Unsealed and/or unsigned ITN Response Packages transmitted electronically, facsimile transmission or other means are not acceptable and will be declared non-responsive and will not be scored. No Response to the ITN may be altered after the submission due date and time.

5.4 Withdrawal of ITN Response Packages

A written request to withdraw an ITN Response Package to the ITN, signed by the Respondent, may be considered if received by the OAG within 72 hours after the Response opening date and time as specified in Section 1.5. A request received in accordance with this provision may be granted by the OAG upon proof of impossibility of performance based upon an obvious error on the part of the Respondent.

5.5 Execution of ITN Response Package

Each ITN Response 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 Response Package must be typed. Each ITN Response Package should be submitted with Respondent's name and page number on each page.

5.6 Technical Response

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

Table of Contents

TAB 1	Transmittal Cover Letter (see 5.6.1)
TAB 2	Executive Summary (see 5.6.2)
TAB 3	Respondent/Subcontractor Experience & Qualifications (see 5.6.3)
TAB 4	Project Staffing (see 5.6.4)
TAB 5	Project Approach and Methodology (see 5.6.5)
TAB 6	Project Reporting (see 5.6.6)
TAB 7	Quality Assurance (see 5.6.7)
TAB 8	References (see 5.6.8)
TAB 9	Proposed Legal CMS Solution (see 5.6.9)
TAB 10	System Requirements (see 5.6.10)
TAB 11	Project Training (see 5.6.11)
TAB 12	Attachments (see 5.6.12)

5.6.1 Transmittal Cover Letter

This cover letter is mandatory and serves as the document covering transmittal of the Response Package. The letter must clearly indicate that the person signing the Technical Response is authorized to bind the Respondent legally in a contractual obligation. The Transmittal Cover 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 Response;
- e. Identify any and all joint proposing firms and/or subcontractors; and
- f. In the event that Section 2.6 of this ITN, Conflict of Interest and Disclosure, is applicable, then this, too, must be addressed.

The cover letter should clearly identify the Response submission as “Response for OAG’s Legal CMS Solution.” The cover letter, on the Respondent’s letterhead, must identify the Respondent, its contact information, and the name, title and signature of the representative authorized to legally obligate the Respondent to provide the software and related services included in the Response. The cover letter should state that the Respondent agrees to provide the software solution and related services as described in the ITN.

5.6.2 Executive Summary

The Respondent shall include an Executive Summary no longer than three (3) single sided pages in length, that demonstrates the Respondents overall understanding of the project and summarize the significant features of the Respondent’s Legal CMS. For responses that include a subcontractor(s), the same information should be provided for the subcontractor(s).

5.6.3 Respondent/Subcontractor Experience and Qualifications

The Respondent shall describe its qualification for, and experience in providing services similar in nature to those described in this ITN as well as any proposed subcontractor’s experience and qualifications, if applicable. Include specific information such as:

- a. Respondent’s experience with providing services for Legal CMS solutions with established timelines;
- b. Respondent’s experience and, if applicable, any proposed subcontractor’s experience in managing or providing consulting services for Legal CMS solutions with timeframes established;
- c. Respondent’s experience with installing Legal CMS;
- d. If proposing an on premises solution, Respondent’s experience in installing and operating a Legal CMS residing on a SQL relational database management system server environment;
- e. Respondent’s experience with installation and use of its Legal CMS solution proposed in response to this ITN in an IT environment comparable to the OAG’s current IT environment;
- f. Respondent’s experience installing and implementing a larger, more robust, Legal CMS with a minimum of 250 end users;
- g. Respondent’s experience installing and implementing a Legal CMS which successfully included (two-way) integration between the Legal

CMS and Microsoft Outlook (with capability of contacts, calendar entries and tasks/reminders being created and updated from either application with immediate updating in the other application); and

- h. Respondent's experience with the document management components contained within its Legal CMS solution.

5.6.4 Project Staffing

The Respondent shall describe its ability to provide project staffing levels necessary to meet the requirements specified in this ITN by describing the qualifications and experience of its proposed project staff members, including subcontractor staff members. The Respondent shall provide:

- a. Names, and titles for all staff members to be involved in this project;
- b. Name of the proposed project manager and contract manager;
- c. Description of the adequacy of the Respondent's proposed key staff members and staffing member levels, including resumes of each key staff member to be assigned to the project; and
- d. Respondent's proposed plan for ensuring its project manager, contract manager and key project staff members are available as needed throughout the entire contract period.

5.6.5 Project Approach and Methodology

The purpose of this section is to identify the methods and tools that will be used to govern, manage, track and ensure the success of this project as well as the key project staff members and provide the OAG with sufficient information to evaluate the management approach, and relevant training and experience of the staff members.

The Respondent shall describe its ability and proposed approach to ensuring a smooth and timely implementation of the proposed Legal CMS solution. Include a description of the Respondent's experience in managing projects with a constrained budget. Provide a description of the project management methodology and include the following:

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

5.6.6 Project Reporting

The Respondent shall describe its approach to ensuring all project deliverables will be met and all work is performed in a timely manner. The

Respondent shall indicate which project staff members shall be responsible for completing reports and what type of oversight or review shall be conducted by project management staff members. Project Deliverables are listed in Section 4.2, Technical Specifications.

5.6.7 Quality Assurance

The Respondent shall describe its approach to ongoing quality assurance, including, at a minimum, the following:

- a. Respondent's existing or proposed internal quality control policies;
- b. Respondent's service levels for system availability and customer service;
- c. Project staff members and their quality assurance responsibilities;
- d. A detailed description of how the Respondent's existing or proposed quality assurance system will conduct quality assessment and internal review of work performed by employees;
- e. A description of the process for resolving problems as they arise, with a time frame for responses;
- f. A description of the escalation procedure; and
- g. How performance improvements will be identified and initiated.

5.6.8 References

The Respondent and its proposed subcontractors(s) if applicable, shall provide references from persons or firms for whom the Respondent has performed services which demonstrate five (5) or more years of continuous experience in development, installation and implementation of a Legal CMS similar in size and scope as the solution it is proposing in response to the ITN. See Attachment C, Business Reference Form.

5.6.9 Proposed Legal CMS Solution

The Technical Response shall be submitted in a separate envelope or box and labeled as **Technical Response, DLA-2018.01**. The Technical Response shall describe, in depth, methods and/or tools used to complete the Respondent's proposed Legal CMS solution. The Technical Response must clearly demonstrate that the proposed Legal CMS solution meets each and every requirement set forth in Section 4.2, Technical Specifications. The Respondent shall copy the grid of questions set forth in Subsection 4.2.1.2, Questions/Responses, into this section of its Technical Response and provide its answers in the grid for each of the questions set forth therein.

5.6.10 System Requirements

The Respondent must demonstrate its ability to meet all the requirements listed under Section 4, Scope of Work. The Respondent should explain in detail why it believes its proposed Legal CMS solution and approach in installing and implementing said solution provides, based upon the ITN requirements, the best value to the OAG and the State of Florida.

A detailed overview of the Respondent's proposed Legal CMS solution and that solution's capability in providing a larger, robust Legal CMS that will meet the needs of the OAG shall be provided. The Respondent shall provide various examples including, but not limited to sample screen shots, diagrams, reports and descriptions that reflect compliance with the Legal CMS technical requirements the OAG has set forth in this ITN, using techniques to enhance your explanation of your proposed solution. Describe in detail any and all additional features, capabilities, services and innovations that your Legal CMS solution provides which are not technical requirements specified as mandatory features in this ITN. List all relevant risks and qualitative benefits associated with the proposed Legal CMS solution. Specify the responsibilities for both the Respondent and the OAG in installing and implementing the proposed Legal CMS solution.

5.6.11 Project Training

The Respondent shall demonstrate its capability to provide training to OAG staff, as end users of the Legal CMS. The Respondent shall outline the proposed training schedule in the Technical Response. The staff members provided and designated to perform OAG staff training, shall have experience and qualifications for this task. See Subsection 4.2.1.3, Training.

5.6.12 Attachments

- A. Price Proposal
- B. Respondent's Information Sheet
- C. Business Reference Form
- D. Confidentiality Agreement
- E. Attestation of No Conflict (PUR 7662)
- F. Drug Free Workplace Certification

SECTION 6. EVALUATION OF TECHNICAL RESPONSE AND ITN NEGOTIATION

6.1 Evaluation of Technical Response

The OAG will appoint an Evaluation Committee consisting of at least five (5) persons. The committee shall complete the evaluation and scoring of the Technical Responses,

including all components contained in response to Technical Sections of the ITN, 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 each Respondent’s Technical Response. Upon completion of the evaluation process, the OAG will conduct concurrent negotiations. A Respondent must achieve an average score of at least 150 points out of a possible 200 in the Technical Response evaluation, and be one of the Short List, as defined in Section 1.2, in order to be eligible to continue to the Negotiation Phase. **The total response scoring will be the sum of the points achieved by combining the average points score of the Technical Response and the points score of the Price Proposal, and will determine the Short List of which Respondents the OAG will negotiate.**

EVALUATION CRITERIA	MAXIMUM POINTS AVAILABLE
1. Technical Response	
A. Firm Capabilities and Qualifications	20 points
Number of years in business	
References	
B. System Overview	55 points
Project Plan/Management	
Deliverables	
C. System Requirements	125 points
Does the proposed system meet our needs in accordance with Section 4.2/Technical Specifications and 4.2.1/Objective?	
2. Price Proposal	50 points
TOTAL POSSIBLE POINTS	250 points

6.2 Price Proposal

The OAG will take the following steps upon opening Price Proposals:

1. Confirm that the proposal includes a fixed Price Proposal.
2. Confirm that the proposal includes price quotations using the OAG’s Price Proposal Form (see Attachment A).
3. Confirm that prices are clear and unambiguous.

The maximum available points will be awarded to the Respondent with the lowest price proposal.

The remaining Price Proposals will be awarded points based on the following formula.

$(L \times M) / P = A$, where:

L = Lowest fixed Price Proposal

M = Maximum Points Available

A = Points Awarded

P = Respondent's fixed Price Proposal

6.3 Concurrent Negotiations and Process

Concurrent negotiations will be conducted with the Short List after conclusion of scoring of Responses and upon completion of the seventy-two (72) hour posting period.

The participating Respondents should be cognizant of the fact that the OAG, upon completion of each step, reserves the right to finalize the negotiation process at any time, when determined by the OAG that such selection would be in the best interest of the State and the OAG.

All negotiation sessions, resulting from this ITN will be conducted in Tallahassee, Florida as the OAG prefers to conduct all negotiations face-to-face. However, depending upon the negotiation topics, the OAG may consent to the other available means, such as conference calls, to conduct meetings.

Prior to initiating concurrent negotiation sessions, the OAG will require each of the Short List Respondents to demonstrate the full features and functionality of its proposed Legal CMS solution to the Negotiation Committee and interested OAG employees via a live demonstration at the OAG's headquarters, the Collins Building, in Tallahassee, Florida. Each of the finalist Respondents should conduct these live demonstrations using only those software components that are part of the proposed solution through staff sufficiently familiar with all aspects of the solution with a primary focus on adequately demonstrating the system functionalities of the proposed solution as responsive to the requirements of this ITN and answering all questions from the OAG concerning the proposed solution. The exact schedule and agenda for these demonstrations will be provided to the finalist Respondents well in advance of the dates for the demonstrations after completion of the seventy-two (72) hour posting period.

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

The Negotiation Committee will consist of at least three (3) members who collectively have experience and knowledge in negotiating contracts, procurement experience, program areas and service requirements in which the commodities and contractual services are sought, in an effort to obtain the greatest overall benefit to the State.

Each participating Respondent shall have a representative present during negotiation meetings who is authorized to make binding decisions on behalf of the Respondent. It is the Respondent's sole responsibility to coordinate all parties in its Response and to ensure that all are appropriately represented during scheduled negotiation meetings.

Upon completion of negotiations, all Respondents selected to participate in negotiations will be provided a revised Scope of Work if warranted and will be requested to submit a written summary of their firm's capabilities and technical approach to the revised Scope of Work and, if necessary, a revised Price Proposal which will be the Respondent's Best and Final Offer (BAFO).

During the negotiation process, the OAG may consider the following topics (but not limited to): any topic from the ITN, the Respondent's Response, Price Proposal, and contractual terms and conditions.

During negotiations, Respondent(s) may propose alternate approaches that reflect the Respondent's optimal phasing strategy and project timeline while still complying with the other requirements of the ITN. Respondents may also propose alternate costing models. The OAG may request changes to proposed solutions. Additionally, the OAG may consider optional commodities and services offered in Respondents' Responses; new/additional optional commodities and services; and/or modifications to proposed optional commodities and services.

Respondents will be provided an opportunity to submit any proposed Vendor Service Level Agreements, terms and conditions, or changes or concerns regarding the OAG Contract during negotiations, provided the term or condition at issue is negotiable.

The OAG reserves the right at any time during the negotiation process to:

- Negotiate concurrently or sequentially with competing Respondents;
- Schedule additional negotiation sessions with any or all of the Short List;
- Require any or all of the Short List to provide additional, revised, or final written replies addressing specific topics, including modifications to the ITN specifications, terms, or conditions, or business references;
- Require any or all of the Short List to provide written BAFO's;
- Require any or all of the Short List to address services, prices, or conditions offered by any other Respondents;
- Decline to conduct any further negotiations with any of the Short List;
- Re-open negotiations with any of the Short List; and
- Request pricing options or models different from the initial Price Proposal submission. This information may be used in negotiations to determine the best pricing solution to be used in the Contract.

Before award, the OAG reserves the right to seek clarifications, request Response revisions, and request any information deemed necessary for the proper review of Responses. If the OAG is unable to reach agreement with a Respondent on contractual issues or other issues, the OAG may eliminate the Respondent from further consideration.

6.4 Best Value

The OAG intends to contract with the responsive and responsible Respondent whose Response is determined by the OAG to provide the best value to the State and the OAG. "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.

6.5 Best and Final Offer (BAFO)

At the conclusion of negotiations, the Negotiation Committee may request Best and Final Offers (BAFOs) from one or more Respondents with which negotiations were conducted.

Respondent(s) must submit BAFOs by e-mail to the OAG Procurement Officer. A confirmation e-mail receipt will be provided by the OAG (see Section 1.5). The OAG will eliminate from further consideration any Respondent, from which a BAFO has been requested, that does not supply a BAFO by the requested date and time.

OAG reserves the right to request additional BAFOs; reject submitted BAFOs; and/or move to the next Respondent, as determined to be in the best interest of the State.

The contents of BAFO submissions are not public records subject to the provisions of Section 119.07(1), Florida Statutes, until the OAG posts a Notice of Intended Agency Decision, or until thirty (30) days after opening the final Responses, whichever is earlier, and therefore will not be available for immediate review by the public.

6.6 Contract Award

The Negotiation Committee will determine which Response constitutes the greatest overall value to the State based upon the requirements of the ITN and make a recommendation based on their determination of which Response constitutes the greatest overall value to the State, based upon the requirements of the ITN. The recommendation for award will be submitted in writing, including a short statement explaining the basis for the selection. The recommendation will explain how the Respondent's deliverables and price(s) will provide the best value to the State. The award recommendation will be submitted to the Attorney General as agency head, or designee. Upon approval by the Attorney General or designee, the OAG will post for a period of seventy-two (72) hours, excluding weekends and holidays, the intent to award on the Vendor Bid System (VBS) website, http://vbs.dms.state.fl.us/vbs/main_menu.

ATTACHMENT A
Office of the Attorney General
LEGAL CMS SOLUTION
Price Proposal
DLA-2018.01

PRICE PROPOSAL TO BE COMPLETED BY RESPONDENT
THE RESPONDENT SHALL NOT ALTER THE PRICE PROPOSAL IN ANY WAY.

THE ITN WILL RESULT IN AN AWARD TO THE RESPONSIVE, RESPONSIBLE RESPONDENT THAT OFFERS THE BEST VALUE TO THE STATE AND THE OAG FOR THE LEGAL CMS SOLUTION.

Three (3) year Contract to provide Legal CMS, within its Office of Statewide Prosecution as for the entire term of the Contract, including all necessary maintenance and support, with each year of the three (3) year contract priced as follows:

Year One (1) Price \$ _____

Year Two (2) Price \$ _____

Year Three (3) Price \$ _____

TOTAL INITIAL THREE YEAR CONTRACT PRICE \$ _____

Renewal Years Pricing:

Renewal Year One (1) Price \$ _____

Renewal Year Two (2) Price \$ _____

Renewal Year Three (3) Price \$ _____

It is anticipated the Respondent will include in Year One (1) Price for the Three Year Contract, the creation and installation of the complete Legal CMS Solution along with all training. Pricing for Years Two (2) Three (3) of the Three Year Contract and all renewal pricing will be limited to only annual maintenance and support of the Legal CMS.

BY SIGNING BELOW, I ATTEST THAT I HAVE READ THE ENTIRE INVITATION TO NEGOTIATE (ITN) AND AGREE TO FURNISH THE SOFTWARE AND SERVICE(S) AT THE PRICE QUOTED ABOVE. I HEREBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG RESPONDENTS IN RESTRAINT OF FREEDOM OF COMPETITION.

Vendor/Contractor

Vendor/Contractor Representative

Address

Title

City/State/Zip Code

Vendor/Contractor Representative Signature

Telephone Number

Fax Number

ATTACHMENT B
Office of the Attorney General
LEGAL CMS SOLUTION
Respondent's Information Sheet
DLA-2018.01

Respondents 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 _____

ATTACHMENT C
Office of the Attorney General
LEGAL CMS SOLUTION
Business Reference Form
DLA-2018.01

Provide references from persons or firms for whom the Respondent has performed services which demonstrate five (5) or more years of continuous experience in creation, development, installation and implementation of a Legal CMS similar in size and scope as the system solution it is proposing in its response to the ITN. The firms and/or contact persons should be available between the hours of 8:00am and 5:00pm, Eastern Standard Time, Monday thru Friday. If any reference is not available as stated above, this may be cause for rejection of the Respondent's Proposal. Provide a description (scope of work) of each Legal CMS project for which a Business Reference is being provided (additional sheets may be used if needed.)

1. _____
Company Name Point of Contact

Address Telephone Number

City/State/Zip Code Email Address

Project Date

Description (Scope of Work)

2. _____
Company Name Point of Contact

Address Telephone Number

City/State/Zip Code Email Address

Project Date

Description (Scope of Work)

3. _____
Company Name Point of Contact

Address Telephone Number

City/State/Zip Code Email Address

Project Date

Description (Scope of Work)

4. _____
Company Name Point of Contact

Address Telephone Number

City/State/Zip Code Email Address

Project Date

Description (Scope of Work)

5. _____
Company Name Point of Contact

Address Telephone Number

City/State/Zip Code Email Address

Project Date

Description (Scope of Work)

ATTACHMENT D
Office of the Attorney General
LEGAL CMS SOLUTION
Confidentiality Agreement
DLA-2018.01

As a preamble to this AGREEMENT, the OAG (“AGENCY”), and the CONTRACTOR agree to the following:

- A. **CONTRACTOR Defined:** As used in this AGREEMENT the term “CONTRACTOR” is defined as the CONTRACTOR and its current and former parent entities, predecessors, successors, and assigns, including the agents, employees, officers and directors, and independent contractors of the CONTRACTOR, their successors and assigns, to the extent such agents and independent contractors were acting for or on behalf of the CONTRACTOR.

- B. **Motivation for AGREEMENT:** Some of the information to be provided by the AGENCY to the CONTRACTOR may be nonpublic, exempt from Chapter 119, Florida Statutes, confidential or proprietary in nature and the parties wish to herein state their understanding and agreement to the terms under which such information will be provided.

Now, Therefore, for and in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Confidential Information.** For purposes of this AGREEMENT, the term “Confidential Information” includes, but it is not limited to, any and all proprietary, confidential or nonpublic formulae, investigative materials, data, drawings, diagrams, plans, lists, documents obtained pursuant to a subpoena, discovery or other legal process, technology, processes, developments, inventions, know-how, operations or business, whether oral or written, which the AGENCY provides to the CONTRACTOR. Without limiting the foregoing, information shall be deemed to be provided by the AGENCY to the extent it is known to or derived by the CONTRACTOR, as herein defined, (a) from any inspection, examination or other review of documents, records, machinery, devices, samples, prototypes, processes or production methods of the AGENCY, (b) from communications with

employees, agents or representatives of the AGENCY, (c) during visits to the AGENCY's premises, or (d) through disclosure or discovery in any other manner.

2. **Information Not Covered.** The obligations hereunder of nonuse and disclosure shall not apply to the following information, which shall be excluded from the definition of confidential Information: (a) information which was in the CONTRACTOR's possession in written or other tangible form prior to any disclosure by the AGENCY; (b) information which is in or comes into the public domain through no fault of the CONTRACTOR; (c) information received by the CONTRACTOR from a third party without a restriction and not in violation of any duty of nondisclosure on the part of such third party.
3. **Obligation of Nonuse and Nondisclosure.** The Confidential Information shall be used solely for the purpose of this AGREEMENT. The CONTRACTOR will not otherwise disclose or use the Confidential Information in any of the CONTRACTOR's products or services or exploit the Confidential Information in any way. The CONTRACTOR will not, without the AGENCY's prior written consent, analyze, perform any other qualitative or quantitative analysis, reverse engineer, or in any other manner attempt to discover the contents, compositions, design or makeup of any data received from the AGENCY except as defined in this AGREEMENT and as provided by the AGENCY.
4. **Limiting Access to the Confidentiality Information.** Except as otherwise set forth in this paragraph, the CONTRACTOR shall not disclose the Confidential Information to the CONTRACTOR's affiliates, agents, consultants, advisors or other representatives (collectively "agents") without the prior written consent of the AGENCY. The CONTRACTOR will disclose the Confidential Information to its employees only on a need-to-know basis and the CONTRACTOR will inform such employees of the confidential nature of the Confidential Information and direct them to treat the Confidential Information in accordance with this AGREEMENT.
5. **Duty of Care.** The CONTRACTOR agrees to take all reasonable measures to prevent disclosure of the Confidential Information to others, using at least the same degree as it uses to protect its own confidential, proprietary or trade secret information.
6. **Return of the Confidential Information.** Within (10) ten calendar days of a request by the AGENCY or should either party terminate discussions in connection with the AGREEMENT, the CONTRACTOR will return all of the Confidential Information, in whatever form, including all

samples and other tangible things, documents, memoranda, notes and other writings whatsoever prepared by the CONTRACTOR or its agents and all copies thereof, to the AGENCY.

7. **Confidential Nature of Discussions.** Neither party will disclose the existence, nature or status of the investigations, discussions, or negotiations which take place concerning the AGREEMENT, without the prior written consent of the other party.
8. **Unauthorized Disclosure.** The CONTRACTOR may not, absent a subpoena from a law enforcement entity with jurisdiction over the data or from a court of competent jurisdiction, disclose any of the Confidential Information. The CONTRACTOR agrees to provide the AGENCY with written notice of such subpoena as soon as possible but no later than ten (10) calendar days from the date of service so that the AGENCY may seek appropriate remedies from the Court. Further, the CONTRACTOR agrees not to release or disclose any Confidential Information until the AGENCY has been heard by the Court and the Court has ruled on the matter. The CONTRACTOR agrees to indemnify and hold harmless the State of Florida, Office of the Attorney General, Department of Legal Affairs and all its representatives, employees and agents against any damages, actions, suits or demands whatsoever kind made by or on behalf of any person as a result of the CONTRACTOR disclosing any Confidential Information provided by the AGENCY.
9. **Injunctive Relief.** The CONTRACTOR agrees that (a) because of the unique nature of the Confidential Information, the AGENCY may suffer irreparable harm in the event the CONTRACTOR fails to comply with any of the terms of this AGREEMENT, (b) monetary damages and other remedies at law may not be adequate in the event of such a breach, (c) the AGENCY shall be entitled to injunctive relief from such court or courts as shall have jurisdiction, and (d) such injunctive relief shall be in addition to, and not in lieu of, other remedies available to AGENCY at law or in equity.
10. **Miscellaneous.** This AGREEMENT shall be construed under and governed by the laws of the State of Florida and shall be deemed to have been made and entered into in the State of Florida and venue shall be proper in Leon County Florida. This AGREEMENT supersedes and replaces any and all prior understandings or AGREEMENT between the parties with respect to the subject matter of this AGREEMENT. This AGREEMENT can only be modified by a subsequent, written document, signed by both parties. Waiver of any breach of this AGREEMENT shall not be a waiver of any subsequent breach. If any one or more of the provisions contained in this AGREEMENT shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or lack of enforceability shall not affect any other provisions of this AGREEMENT, but this AGREEMENT

shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein; or if any one or more of the provisions of this AGREEMENT shall for any reason be held to be excessively broad, it shall be construed or modified so as to be enforceable to the extent compatible with the law and the intentions of the parties.

ATTACHMENT F

Office of the Attorney General

LEGAL CMS SOLUTION

Drug -Free Work Place Certification

DLA-2018.01

§287.087, Florida Statutes. Preference to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the indicated requirements.

SIGNATURE: _____ **DATE:** _____

PRINTED NAME: _____

REPRESENTING: _____
(Name of Company)