

**Electronic Legal Research Request For Proposal  
JB093011**

***Questions submitted by vendors – Set #2***

1. **1.09 Responses to Sections of this RFP.** The solicitation indicates that offerors must complete the price matrix in Appendix A. Appendix A appears to be a listing of the number of users per month for the trial courts. Does the Court have a price matrix that offerors are to complete? Or can offerors submit pricing using their standard pricing templates?
  - a. **State Court Administrator's Response:** Offerors may submit their pricing using their standard templates.
  
2. **1.18 Evaluation of Proposals.** The fourth bullet in the list of evaluation criteria indicates that "favorable assessment by other vendor customers" will be part of the evaluation procedure. Is the Court looking for offerors to provide references as part of the proposal responses? If so, how many references should offerors provide?
  - a. **State Court Administrator's Response:** Yes, please include a minimum of three (3) references.
  
3. **Section 3--Detailed Specifications, #6.** The solicitation indicates that the "monthly cost of the service shall not change for a fiscal year (July through June)." It is our understanding that the Court's current contract for online legal research expires December 31, 2011. When does the Court anticipate that the new contract will commence? If the new contract will commence January 1, 2012, can Specification #6 be modified to define "fiscal year" as January through December?
  - a. **State Court Administrator's Response:** A new contract will commence No Later than February 1<sup>st</sup>, 2012. The chosen vendor shall anticipate the agreed upon contract price to be good for the remainder of Fiscal Year 2012 (through June 30<sup>th</sup>, 2012) and for Fiscal Year 2013 (beginning on July 1<sup>st</sup>, 2012 and continuing through June 30<sup>th</sup>, 2013).
  
4. We request that a provision be added that acknowledges that all access to and usage of Westlaw will be governed by the then-current Westlaw Subscriber Agreement and Schedule A to Westlaw Subscriber Agreement Plan 2 Government Service. These documents will be incorporated by reference into and made part of any contract awarded to West pursuant to this solicitation response. (Samples are attached to this message.)
  - a. **State Court Administrator's Response:** In the past, the State Court Administrator has incorporated a modified the Westlaw Subscriber Agreement and Schedule A to Westlaw Subscriber Agreement Plan 2 Government as part of the contract. The State Court Administrator will consider following a similar approach if West selected as the successful vendor.
  
5. **2.03.** West can agree to this provision provided it is modified so that West is provided prompt notice and is allowed sole control of the defense. Additionally, the language must be modified to state "as a result of the contractor's gross negligence or willful misconduct while performing pursuant to the contract."
  - a. **State Court Administrator's Response:** The State Court Administrator anticipates that the indemnification provision will require the State Court Administrator to provide the

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vendor with prompt notice of any claims. Further, the State Court Administrator will allow the vendor sole control of the defense of any claims involving intellectual property. Finally, the State Court Administrator will consider reasonable modifications to the indemnification provision for matters involving claims other than intellectual property.

6. **2.12.** West respectfully requests that this provision be removed. West understands the Court’s concern and desire to work with West employees that are fit for working with Court personnel. Please be assured that West strives to hire only the best in the industry, and will work with the Court to ensure the Court is satisfied with West representatives.
  - a. **State Court Administrator’s Response:** Given the nature of the services being provided, the State Court Administrator agrees to remove Section 2.12.
  
7. **2.13.** West respectfully requests that this provision be removed. Please refer to the warranty language in our subscriber agreement that must govern the use and access of Westlaw.
  - a. **State Court Administrator’s Response:** The State Court Administrator will consider modifying the warranty language in the contract to include warranties appropriate for the services being provided.
  
8. **2.14.** West does not find this provision as written to be applicable. West respectfully requests that this provision be modified to state that “contractor, upon request by the court, will provide training throughout the contract term.”
  - a. **State Court Administrator’s Response:** Given the nature of the services being provided, the State Court Administrator will delete Section 2.14.
  
9. **2.15.** West respectfully requests that this provision be modified slightly to allow West to assign to any affiliate without prior consent.
  - a. **State Court Administrator’s Response:** The State Court Administrator will consider modifying the assignment provision.
  
10. Please describe the Judicial Branch’s current contract for electronic legal research. Include subscription and transactional (per search) monthly costs and databases.
  - a. **State Court Administrator’s Response:** Monthly subscription costs are \$31,530. Databases available for searching are as follows: All AmJur Library Databases; All Analytical Library Databases; Corpus Juris Secundum Library Databases; Iowa Legislative History Library Databases; Iowa Practice Series Library Databases; Iowa Worker’s Compensation Decisions Library Databases; Litigation Library Databases; Transactional Forms Library Databases; Federal Case Law & Judicial Materials, Statutes & Legislative Materials, Administrative Law & Regulations; State Case Law & Judicial Materials, Statutes & Legislative Materials, Administrative Law & Regulations; Selected Practice-Area Materials; Legal Texts, Periodicals and Miscellaneous Materials; Law Reviews & Journals; Online Citation Checking (including KeyCite); Offline Transmission; Alert

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Services (WestClip and KeyCite Alert); Offline Automated Citation Checking (via WESTCheck and including QuoteRight); NewsRoom Library Databases; ALR Library Database; All Federal Dockets without Tracks; ResultsPlus Library Databases; Treatises and Forms Library Databases; All Texts and Periodicals (TP-ALL) Library Database.

11. We understand the number of current users is 574. Can you provide us a breakdown of users by type/title?
  - a. **State Court Administrator's Response:** Users of the product are District Court Judges, District Associate Court Judges, Magistrates and District Law Clerks. Specific breakdowns of each type would not make a difference as each use the same set of products.
  
12. Please estimate your annual costs for print materials from your current online legal research provider. If possible, please list the key titles purchased from the provider.
  - a. **State Court Administrator's Response:** The Judicial Branch no longer purchases Northwest 2<sup>nd</sup>'s and currently only purchases Iowa Code Volumes for the District Court. For Fiscal Year 2011 expenditures were between \$126,000 and \$134,000 for these print materials.
  
13. Can you tell us if you are currently using Microsoft Office? If you are, can you tell us what version you are using, e.g., 2003 or 2007?
  - a. **State Court Administrator's Response:** The Judicial Branch currently uses Microsoft Office, versions 2007 and 2010.
  
14. Given the public nature of government documents in Iowa, is it possible to obtain a copy of the proposal on which your current online subscription is based?
  - a. **State Court Administrator's Response:** A copy of the previous RFP is contained as **Attachment #1** at the end of this set of questions.
  
15. LexisNexis asks to modify Section 2.01 to limit the State Court Administrator's right to terminate the contract a material breach of the contract after giving the vendor the opportunity to "cure" the breach.
  - a. **State Court Administrator's Response:** The contract will provide that the State Court Administrator has the right to terminate the contract for a material breach of the contract after giving the vendor the opportunity to cure the breach.
  
16. LexisNexis says that it "will not agree to a blanket indemnity provision, but will agree to an indemnification provision for IP infringement and also for bodily harm and tangible property damage."
  - a. **State Court Administrator's Response:** The State Court Administrator will consider the successful vendor's suggested modifications to the indemnity provision.

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- 17.** LexisNexis asks to modify Section 2.15 as follows: "Notwithstanding the foregoing, Contractor may freely transfer or assign this Contract upon written notice to the State Court Administrator, but without consent to: (i) any affiliate of contractor, including without limitation, any parent, division or subsidiary of contractor's parent; or (ii) any successor in interest to Contractor. The assignor/transferor shall remain liable for correct performance of this Contract by the assignee/transferee."
- a. **State Court Administrator's Response:** The State Court Administrator will consider modifying the assignment provision.
- 18.** LexisNexis asks to modify Section 2.16 by saying that a federal court, not a state district court, would be the proper venue for resolving issues involving intellectual property.
- a. **State Court Administrator's Response:** The State Court Administrator will consider modifying Section 2.16 to state that a federal district court has jurisdiction of claims involving intellectual property.
- 19.** LexisNexis asks to modify Section 2.17 to reflect that the contract will be for a subscription and right to use content within the Web-based online service during the term of the contract, all as provided in its General Terms and Conditions.
- a. **State Court Administrator's Response:** The State Court Administrator will consider LexisNexis request to modify Section 2.17.

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**ATTACHMENT #1 – Response to Question # 14**

**REQUEST FOR PROPOSAL**

Electronic Legal Research

**JUDICIAL BRANCH**  
**STATE OF IOWA**

**December 6, 2005**

**Request for Proposal**

**CHAPTER 1 – Administrative Procedures**

**SECTION 1 - TERMS AND CONDITIONS**

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**1.01 Introduction and Background**

This Request For Proposal (RFP) is issued to solicit proposals from vendors who provide the State Court Administrator's Office with Electronic Legal Research using the Internet to the Judicial Branch, Judges and law clerks. The groups using these services are the trial court judges of general and limited jurisdiction courts and their law clerks in Iowa. The State Court Administrator desires a flat rate for the services provided. The State Court Administrator prefers a single vendor to provide the legal research services, training and technical services.

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**1.02 Introduction**

The Iowa Judicial Branch has implemented Electronic Legal Research since 1995. The initial implementation was regional compact disk tower configuration with access provided through the Judicial Branch intranet. The 2000 implementation provided for vendor provided services through the Internet on a flat rate basis. This service has provided legal research services for the trial courts of Iowa. The customers of the trial courts are District Court Judges, District Associate Judges, Magistrates, and key administrative staff. This provides access to legal research tools from the judges chambers, from their home offices and from other facilities. This is of great benefit to judges in the administration of justice.

**1.03 Solicitation Procedure**

This solicitation requires any vendor wishing to submit a proposal to respond to this Request For Proposal (RFP) by **3:00 p.m. Central Standard Time, on December 28, 2005**. The vendor must submit the following items:

- 1.1.1 Responses to all sections and subsections in Chapters 1,2,3 and 4 of this RFP.
- 1.1.2 A transmittal letter as required by Section 1.10.
- 1.1.3 Proposal security as required by Section 1.11.

Following contract award by the State Court Administrator, each vendor submitting a proposal will receive written confirmation of the State Court Administrator's decision.

**1.04 Blank**

**1.05 Notice of Intent to Respond**

Each vendor who intends to submit a proposal in response to this RFP must submit a letter of intent to respond to the RFP Administrator at [Larry.murphy@jb.state.ia.us](mailto:Larry.murphy@jb.state.ia.us) by **close of business on December 16, 2005 CST**.

**1.06 Relevant Dates**

Request For Proposal Issued

**December 6, 2005**

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Notice of Intent to Respond	<b>December 16, 2005</b>
Written Questions and Exceptions due	<b>December 20, 2005</b>
Response to Questions posted to website	<b>December 21, 2005</b>
Proposals Due	<b>December 28, 2005 3:00 p.m. CST</b>
Proposed Evaluation Committee	<b>December 29, 2005</b>
State Court Administrator's Decision	<b>December 30, 2005</b>
Negotiate and Finalize Contract	<b>January 13, 2006</b>

The proposal, which includes all documents and materials required by this solicitation, shall be email-ed to the [larry.murphy@jb.state.ia.us](mailto:larry.murphy@jb.state.ia.us) Proposals will not be accepted over the telephone or the telecopier (FAX). All required components of the proposal must be received at the State Court Administrator's Office in a **single electronic package for this solicitation by 3:00 p.m., Central Standard Time, on December 28, 2005**. No proposals will be accepted after the date and time specified. A late proposal will be returned electronically to the Vendor.

**1.08 Format of Submission**

All proposals should be prepared simply and economically providing a direct, concise delineation of the Vendor's proposal and qualifications. Elaborate brochures, sales literature and other presentations which are unnecessary to complete an effective proposal are not desired.

All proposals must be typed. **The Vendor's proposal must be in an electronic format and e-mailed to RFP Administrator at [larry.murphy@jb.state.ia.us](mailto:larry.murphy@jb.state.ia.us) .**

Only one proposal will be accepted from each vendor.

**1.09 Responses to Sections of this RFP**

Vendors must identify and address each section and subsection contained in Sections 2 & 3 of this RFP by section number and in order and must copy, complete and submit the price matrix in Appendix A. VENDORS DO NOT NEED TO RESPOND TO THE TERMS AND CONDITIONS IN SECTION 1 OF THIS RFP. By submitting a proposal, the vendor agrees to provide products and services as required in this RFP under the conditions and terms specified in this RFP.

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**1.10 Transmittal Letter**

A transmittal letter must be submitted as part of the proposal. The transmittal letter must clearly indicate that it is the transmittal letter, identify the vendor submitting the proposal, and indicate the name, title, address, and telephone number of the person in the vendor's organization to be contacted concerning the proposal.

The transmittal letter **MUST BE SIGNED** by an officer of the vendor or another agent of the vendor who may bind the vendor to the terms of the proposal. By signing the transmittal letter, the vendor commits itself to providing the hardware and/or application software as required by this RFP under the terms specified in this RFP. By signing the transmittal letter, the vendor also warrants that it has not agreed to pay any fee or commission to another person or entity which is contingent on the award of this contract other than to an employee of the vendor.

**1.11 Proposal Security**

No proposal security is required for this Request for Proposal.

**1.12 Demonstrations**

The State Court Administrator may require vendors to allow members of the evaluation committee and other persons designated by the State Court Administrator to demonstrate its product in the office of the State Court Administrator or other designated location(s) for the evaluation committee. If a demonstration is requested the demonstration must be conducted with the proposed equipment and the program aides precisely as proposed. All information obtained as part of the vendor's proposal and will be used by the committee in making its recommendation to the State Court Administrator.

**1.13 Public Records and Requests for Confidentiality**

The release of information by the State Court Administrator to the public is subject to Iowa Code Chapter 22. Vendors are encouraged to familiarize themselves with these provisions prior to submitting a proposal. All information submitted by a vendor may be treated as public information by the State Court Administrator unless the vendor properly requests that information be treated as confidential at the time of submitting the proposal.

Any request for confidential treatment of information must be included in the transmittal letter described in Section 1.11 of this RFP and must enumerate the specific grounds in Iowa Code Chapter 22 which support treatment of the material as confidential and must also indicate why disclosure is not in the best interests of the public. The request must also include the name, address, and telephone number of the person authorized by the vendor to respond to any inquiries by the State Court Administrator concerning the confidential status of the materials.

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Any documents submitted as part of the proposal which contain confidential information must be marked on the outside as containing confidential information, and each page upon which confidential information appears must be marked as containing confidential information. All copies of the proposal submitted, as well as the original proposal, must be marked in this matter.

In addition to marking the material as confidential material where it appears, the vendor must submit one copy of the relevant pages of the proposal from which the confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the document as possible. These pages must be submitted with the transmittal letter and will be made available for public inspection.

The vendor's failure to request confidential treatment of material pursuant to this section and the relevant laws will be deemed by the State Court Administrator as a waiver of any right to confidentiality which the vendor may have had.

**1.14 Ownership of Proposals**

All proposals become the property of the State Court Administrator upon submission, and the proposals will not be returned to the vendors. By submitting a proposal, the vendor agrees that the State Court Administrator may copy the proposal for purposes of facilitating the evaluation or to respond to requests for public records. The vendor consents to such copying by submitting a proposal and warrants that such copying will not violate the rights of any third party, including copyrights. In addition, the State Court Administrator will have the right to the ideas or adaptations of ideas which are presented in the proposals.

**1.15 Inquiries and Exceptions**

Written inquiries concerning this RFP must be submitted to the RFP Administrator ([larry.murphy@jb.state.ia.us](mailto:larry.murphy@jb.state.ia.us)) **no later than 3:00 p.m. CST, December 20, 2005**. Oral inquiries will not be accepted. The vendor's written inquiries should identify any terms and conditions which the vendor is unable to meet and any proposed modifications to the RFP that the vendor chooses to suggest. If the vendor suggests modifications, the vendor should describe the benefit to the State Court Administrator which can be obtained by making the modification.

Written questions received, and answers which the State Court Administrator chooses to provide, will be posted to the website.

In the event that a vendor attempts to contact, orally or in writing, with regard to this RFP, any employee of the State Court Administrator other than the RFP Coordinator designated above, or any employee or elected official of the State of Iowa, the vendor may be disqualified.

**1.16 Opening of Proposals**

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**The proposals will be opened at 3:00 p.m. CST on December 28, 2005.** At that time, the names of Vendors who timely submitted proposals will be posted to the website. Announcement of the names of the Vendors who submitted proposals is not a guarantee that the proposals otherwise comply with the specifications of this RFP. The proposals will remain confidential until the Evaluation Committee has reviewed all of the proposals submitted in response to this RFP and a notice of intent to award a contract is announced in accordance with Iowa Code Section 72.3. The proposals will be available for inspection after the notice of intent to award a contract is announced consistent with the requirements of Chapter 22 of the Iowa Code.

**1.17 Standard Applicable to the Award**

The State Court Administrator will award the contract to the responsible vendor submitting the best proposal. THE LOWEST PRICED PROPOSAL IS NOT NECESSARILY THE BEST PROPOSAL. The price will be evaluated in relationship to the products and services provided.

The proposals will be reviewed initially by an evaluation committee.

The vendors may be required to submit a best and final proposal. The vendors may be requested to make an oral presentation to the evaluation committee.

The evaluation committee will make its recommendation to the State Court Administrator after considering all relevant information. The method that the evaluation committee will use to determine the lowest priced proposal is indicated in the Proposals. The State Court Administrator will consider the committee's recommendation when determining the successful vendor but is not bound by the committee's recommendation.

In making the award, the State Court Administrator may consider all information presented in the vendors' proposals, information provided by the evaluation committee and any other relevant information known to the State Court Administrator. The State Court Administrator reserves the right to obtain, from any and all sources, information concerning a vendor or a vendor's product, services, personnel, or subcontractors which the State Court Administrator deems pertinent to this RFP and to consider such information in evaluating the vendor's proposal.

**1.18 Evaluation of Proposals**

Proposals will be evaluated within 90 days of the bid opening. Proposals will be evaluated as to their overall suitability for the purposes of this project according to the criteria set forth below. The purpose of the evaluation criteria is for the Judicial Branch to determine best value for products and services. Determination as to suitability for any purpose will be at the sole discretion of the branch. The following is a list of the criteria the branch will use to evaluate the submitted vendor bids:

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- Total monthly flat fee for electronic legal research services cost including vendor's cost of products, services, training, system software, maintenance and installation.
- Vendor's willingness and capability to support the system after installation.
- Vendor's ability to meet an installation plan.
- A favorable assessment by other vendor customers that the vendor is capable of providing the items and services specified.
- Technical features of the services of the vendor's products and how they match the requirements described in the Request for Proposal (RFP).
- Strength of the vendor's support and training capability in the State of Iowa.
- Vendor's experience with court environments or familiarity. Vendor's experience in other business/public environments.
- Vendor's documentation for legal services, technical use of the services and regional training for the products.
- Vendor's compliance with the Request for Proposal.
- Vendor's financial ability to meet the requirements of the Request for Proposal. Vendor's financial status.
- Vendor's ability to demonstrate the legal services features of the proposed products for judicial use.
- Vendor's ability to meet business terms and conditions as described in the Request for Proposal.
- Additional points maybe provided by the evaluation committee for discounts on primary law print subscriptions
- Any other criteria the State Court Administrator deems relevant.

The evaluation committee will review all proposals submitted. The vendors maybe request to make a best and final proposal. The vendors maybe requested to make an oral presentation to the evaluation committee.

The criteria described above will be the areas for the evaluation of each vendor by the evaluation committee. Each area can be rated from 1 to 5. The vendor with the highest total number of points scored will be recommended to the State Court Administrator for award.

**1.19 Content of the RFP**

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This RFP is designed to provide vendors with the information necessary for the preparation of competitive proposals. It is not intended to be comprehensive, and each vendor is responsible for determining all factors necessary for submission of a comprehensive proposal including, without limitation, local installation requirements, connections, and power sources. The State Court Administrator will presume that the vendor has read and understood all of the requirements and specifications outlined in this RFP.

The State Court Administrator reserves the right to modify this RFP at any time. Any modification made shall be in writing. Any modification of this RFP will be clearly marked as a modification and will be provided to each vendor that is participating in the solicitation procedure at the time of the modification.

Proposals should be based solely on the material contained in this RFP or in subsequent written modifications to this RFP. Vendors are to disregard any draft material they may have received, any newspaper articles they may have read, and any previous oral or written representations.

By submitting a proposal each vendor agrees that it will not bring any claim or have any cause of action against the State Court Administrator or the State of Iowa, or any employee of the State, based on any misunderstanding concerning the information provided or concerning the State Court Administrator's failure, negligent or otherwise, to provide the vendor with pertinent information as intended by this RFP.

**1.20 Construction of RFP With Laws and Rules**

This RFP is to be construed in light of pertinent legal requirements. Changes in applicable laws and rules may affect the award process or the resulting contract. Vendors are responsible for ascertaining pertinent legal requirements and restrictions.

**1.21 Proprietary Items**

These specifications are not intended to include any proprietary items, components, circuits or devices which would preclude any equipment or service from meeting these specifications. All technical tolerances, ratings, power outputs or other technically specified criteria contained in these specifications are considered to be within the current state of the electronic guidelines and are currently being met by commercially available equipment. The fact that a manufacturer chooses not to produce equipment to meet these specifications, providing the above criteria are met, will not be sufficient cause to determine that these specifications are unduly restrictive. The vendor should submit a **written inquiry to the RFP Administrator ([larry.murphy@jb.state.ia.us](mailto:larry.murphy@jb.state.ia.us)) by 3:00 p.m. CST on December 28, 2005; if the vendor believes that any of these specifications restrict the vendor to the use of proprietary items.**

**1.22 Restriction on Gifts and Activities**

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Iowa Code Chapter 68B contains laws which restrict gifts which may be given to or received by state employees and requires certain individuals to disclose information concerning their activities with state government. Vendors are responsible for determining the applicability of this chapter to their activities and for complying with these requirements. In addition, Iowa Code Chapter 722.1 provides that it is a felony to bribe a public official.

**1.23 Cost to Vendors**

The State Court Administrator is not responsible for any costs incurred by a vendor which are related to the preparation or delivery of the proposal, any inspection or demonstration which may be required, or any other activities related to this RFP. The State Court Administrator will, however, pay traveling expenses of the evaluation committee if the committee chooses to inspect a vendor's facilities.

**1.24 Proposals Valid for 180 Days**

All proposals submitted shall remain valid for 180 calendar days following the date on which the proposals are due. By submitting a proposal, the vendor specifically agrees to this time limit.

**1.25 Clarification of Proposals**

The State Court Administrator reserves the right to contact a vendor after the submission of proposals for the purpose of clarifying a proposal to ensure mutual understanding. A vendor will not be permitted to modify or amend its proposal if contacted by the State Court Administrator for this reason.

**1.26 Waiver of Deficiencies and Rejection for Non-Compliance**

The State Court Administrator reserves the right to waive deficiencies in a proposal and to accept or reject any exception taken to the RFP in the vendor's proposal. The decision as to whether a deficiency will be waived or will require the rejection of a proposal, or whether an exception will be accepted or rejected will be solely within the discretion of the State Court Administrator. Vendors are specifically notified that the failure to comply with or respond to any part of this RFP which requires a response may result in rejection of its proposal. Vendors are also specifically notified that an exception to this proposal may result in the rejection of the proposal.

**1.27 Discretionary Rejection of Proposals**

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The State Court Administrator reserves the right to reject any and all proposals in response to this RFP at any time during the solicitation process for any reason and is under no obligation to award a contract as a result of this solicitation. The State Court Administrator may choose to reject only part of a proposal.

**1.28 Effect of Proposals and Changes to the Proposal**

By submitting a proposal, the vendor is agreeing to provide hardware and software which meets each element of this RFP under the terms and conditions stated in this RFP. All proposals are firm offers and shall not be made contingent upon uncertain events or engineering which has not occurred prior to submission of the proposal. Proposals must be based upon prices in effect at the time the proposal is submitted. Following submission of a proposal, a change to the proposal will be allowed in the sole discretion of the State Court Administrator. If the State Court Administrator consents to a change at any time during the solicitation process, the vendor shall submit amended pages to the proposal which shall include the date on which the change is effective.

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**Request for Proposal**

**CHAPTER 2 - Contractual Terms and Conditions**

**2.0 Contract Provisions**

The contract which the State Court Administrator expects to award as a result of this RFP will be based upon the proposal submitted by the successful vendor and this RFP. The State Court Administrator reserves the right to either award a contract without further negotiation with the successful vendor or to negotiate contract terms with the selected vendor if the best interests of the State Court Administrator would be served. The selected vendor may be required to reduce the price quoted if the State Court Administrator reduces the requirements placed upon the vendor or if the State Court Administrator assumes some of the vendor's responsibilities.

The following contract terms are not intended to be a complete listing of all contract terms, but are provided only to enable the vendor to better evaluate the vendor's costs associated with this contract. When submitting a cost proposal, vendors should plan on the following terms being included in any contract awarded as a result of this solicitation. ALL COSTS ASSOCIATED WITH COMPLYING WITH THESE REQUIREMENTS SHOULD BE INCLUDED IN THE PRICES QUOTED BY THE VENDOR. The initial contract term will be for one year. The contract may be extended in the sole discretion of the State Court Administrator for two, one-year option periods.

2.01 The contract will allow the State Court Administrator to terminate the contract without notice and without the payment of any penalty at any time if the funds necessary for the State Court Administrator to fulfill the State Court Administrator's obligations under the contract are insufficient for any reason, if the State Court Administrator's authority to proceed under the contract is modified or withdrawn, or if the vendors fails to comply with the terms of the contract or appears to be unable to fulfill its obligations under the contract.

2.02 The contract will not be exclusive. Through the term of the contract, the State Court Administrator may obtain hardware and software and services from other sources without infringing the contract.

2.03 The contract will include an indemnity clause requiring the Contractor to indemnify the State of Iowa for any damages, liabilities or expenses, including attorney fees, incurred by the State as a result of the contractor's acts or omissions while performing pursuant to the contract. The contractor's duty to indemnify will include, without limitation, indemnification arising from allegations that the system infringes third-party rights in patent, trademarks, trade secrets and copyrights. The State of Iowa will not agree to indemnify the contractor for any reason.

2.04 The contract will require the vendor to comply with all applicable laws and rules when performing the contract. These laws and rules include, without limitation, the specific reporting and performance requirements related to the State's policy of prohibiting discrimination in employment. The contractor may be required to submit an affirmative action plan. The

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contractor's failure to comply with any of these laws and rules may be considered a material breach of the contract.

2.05 The contractor will be required to allow the State Court Administrator or State Auditor or any designee of the State Court Administrator or State auditor to examine, audit, excerpt and transcribe any directly pertinent books, documents, papers and records of the Contractor relating to orders, invoices or payment. In the event a federal funding source is used to fulfill the State's obligations under this contract, the United States government and its designees shall be given a similar right of audit and access. All records pertaining to the contract shall be retained by the contractor for five years following the completion of the contract or the completion of any required audit.

2.06 The contractor shall be responsible for the work of all subcontractors. The Branch will reserve the right to approve all subcontractors.

2.07 No insurance coverage proof is required for the Request for Proposal.

2.08 The contract will contain substantial penalties for default including the term by the State Court Administrator. Upon the occurrence of a default, the State Court Administrator will be authorized to pursue any legal or equitable remedy authorized by applicable laws.

2.09 No performance bond is required for this Request for Proposal.

2.10 No fidelity bond is required for this Request for Proposal

2.11 The contractor will be responsible for all taxes levied on the contractor or the contractor's property and employees. The Branch is exempt from Iowa sales and use tax on all products and services provided to the Branch. The contractor will take all necessary steps to insure that the Branch receives all tax exemptions to which it is entitled.

2.12 The State Court Administrator will reserve the right to require the replacement of any vendor personnel who is not able, in the opinion of the State Court Administrator, to properly discharge their duties. The State Court Administrator may also require the removal of any employee whose background makes them unfit for working in a court environment.

2.13 The contractor will be required to expressly warrant all aspects of system performance and of the goods and services provided by the contractor or used by the contractor in the performance of the system for a period of one year following acceptance. The warranties which shall be made by the contractor will include, but will not be limited to, the following warranties: 1) All goods and services will be warranted as fit for the purpose intended and as merchantable; 2) all goods and services will be warranted as conforming to all required specifications; 3) The contractor will warrant that it has the right to transfer title or to license the use of any property transferred or licensed to the State under the contract; 4) The contractor will warrant that it's

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performance of the contract as specified by the Branch will not infringe on any third-party rights including, without limitation, copyrights, patents, trade and service marks or trade secrets.

2.14 The contractor will be required to establish a schedule of progress meetings (Quarterly) which meets the approval of the State Court Administrator.

2.15 The contractor will not be allowed to assign, transfer, convey or dispose of the contract of its rights, title, interest or duties under the contract to any other person or entity without the prior written consent of the State Court Administrator. For purposes of construing the assignment clause a transfer of a controlling interest in the contractor shall be considered an assignment.

2.16 The laws of the State of Iowa will govern and determine all matters related to the contract. The contract will specify that any actions to enforce the contract or arising from performance of the contract will be brought in Des Moines, Iowa in Polk County District Court for the State of Iowa.

2.17 All hardware and software will become the property of the Judicial Branch at the time of acceptance by the Branch. Risk of loss shall be with the contractor until final acceptance and shall transfer to the Judicial Branch following acceptance. If any intellectual property rights in the system, including copyrights, are held by the contractor or any third-party, the State of Iowa should be given a perpetual, royalty-free license to use such property prior to the time of acceptance.

2.18 The contract will provide that payment will be made for any services provided during the previous month, after review of invoice for correctness and accuracy.

2.19 The contract will require the contractor to maintain information obtained from the State during the performance of the contract as confidential information.

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**Request for Proposal**

**CHAPTER 3 – Detailed Specifications**

**SECTION 3 - DETAILED SPECIFICATIONS**

The Judicial Branch requests electronic legal research resource available for the Iowa Judiciary through flat rate pricing using the internet. The legal research will provide content related to Iowa cases.

The services to be provided by Vendors is the following:

- 1). Electronic Legal Research current contract provides for legal services including: searches, single document retrievals, printing, law reviews, auto-cite services, Shepard's service, ALR services, private data-base services, and nexis serves. This is the current contract legal research services. The proposed response to this RFP does not need to include these exact services, however, the vendor is required to disclose in the proposal the services proposed to the Iowa Judicial Branch and the related monthly flat fee.
- 2). Flat rate cost using the Internet. With secured password protection for access and control.
- 3). Training for judges on use of the research software and tools. This can be provided individually or as arranged by the Judicial Districts in regional sites.
- 4). Documentation for judges as reference on the use of the research software and tools. This can be either paper or electronic formats.

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- 5). Support services for judges to call to obtain assistance during Iowa prime times. The vendor is required to provide an 800 number for this service.
- 6). Provide a monthly invoice in paper format with details about use by each named user and cost associated with each user and amount of time of service received. The invoice shall be a flat fee each month. The monthly cost of the service shall not change for a fiscal year (July through June). The service may increase with notice to the contract administrator at least four months in advance of the beginning of the fiscal year. The rate of increase shall not exceed three percent each of the two years following the signing of the contract.
- 7). The vendor shall provide a Web based access to various report usage formats to the administrator of the contract. These reports shall include costs of services delivered. The formats shall allow date ranges and downloads to spreadsheets for analysis.
- 8). The vendor shall provide an efficient and rapid method for adding and deleting user registration for the legal services.
- 9). The vendor may provide discounts on primary law print subscriptions.

**REQUEST FOR PROPOSAL**

**CHAPTER 4 - PROPOSAL FORMAT**

**4.0 PROPOSAL FORMAT AND EVALUATION**

**4.1 INSTRUCTIONS**

The complete proposal package shall be marked as follows:

PROPOSAL

\_\_\_\_\_

JUDICIAL BRANCH

SUBMITTED BY:

DATE:

**4.2 TECHNICAL AND COST PROPOSAL CONTENTS**

The Technical and Cost Proposal shall consist of the following elements in the order given below.

A. Cover or Title Page

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B. Table of Contents

C. Letter of Transmittal

The Vendor's letter of transmittal, signed by an officer with the authority to bind the Vendor to providing the services as proposed.

D. Executive Summary

A brief overview of the offered services.

E. Administrative, Contractual and Mandatory Requirements

1. The Vendor shall provide a positive Statement of understanding or compliance with respect to Chapter 1, Administrative Information.
  
2. Contractual, Chapter 2: Should the Vendor take exception to any of the general terms and conditions set forth in Chapter 2, it must so State in its response. Vendor's exceptions may be rejected and may be used as the basis to reject Vendor's entire proposal as non-responsive.
  
3. The Vendor shall provide a positive Statement of compliance with respect to each of the mandatory specifications in Chapter 3. The Vendor must also give an explanation as to how their response meets each requirement.

F. Cost Proposal

The vendor shall include the flat rate monthly cost and the services provided.

- 4.3** The State reserves the right to make a written request for additional information from a Vendor to assist in understanding or clarifying a proposal. Any information received shall not be considered in the evaluation of the Vendor's proposal if it materially alters the content of said proposal.

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**Appendix A**

**Monthly usage by Judicial Branch**

<b>Month</b>	<b>Number of Users</b>
<b>June 2005</b>	<b>160</b>
<b>July 2005</b>	<b>151</b>
<b>August 2005</b>	<b>140</b>
<b>September 2005</b>	<b>145</b>
<b>October 2005</b>	<b>154</b>
<b>November 2005</b>	<b>152</b>