#	Question	Answer
1.	Section 1.1 Purpose (page 1) We understand that the Justice Administrative Commission (JAC) is negotiating this ITN on behalf of the members of the Florida Prosecuting Attorneys Association (FPAA), State Attorneys, Florida Public Defender Association (FPDA), Public Defenders, and other offices described in Section 4.1.  Will it be mandatory for all of these offices to purchase off the contract resulting from this ITN? Would it be more accurate to state that the resultant contract will be made available to these offices as a procurement vehicle, giving these offices the option to purchase off the schedule (and take advantage of the pre-negotiated prices and terms), if they wish to do so? Please clarify.	The language contained in Section 1.1, Purpose, speaks for itself and needs no clarification.
2.	Section 1.1 Purpose (page 1) Does JAC have the authority to bind FPAA, FPDA, and the other offices described in Section 4.1 to the resultant contract? Is it more accurate to state that the JAC is negotiating a master contract that these offices may purchase off, but that the FPAA, FPDA, and other offices will enter into separate contracts and/or issue separate POs referencing the master JAC contract? Please clarify.	The language contained in Section 1.1, Purpose, speaks for itself and needs no clarification.
3.	Section 1.1 Purpose (page 1) Will JAC be entering into a single Purchase Order with the Respondent on behalf of the participating offices described in Section 4.1, or will each participating office enter into separate Purchase Orders with the Respondent, referencing the master JAC contract? Please clarify.	The language contained in Section 1.1, Purpose, speaks for itself and needs no clarification.
4.	Section 1.1 Purpose (page 1)  The ITN, as currently written, provides for a single "one-size-fits-all" content set for legal and a single "one-size-fits-all" content set for investigative. It is our experience that different offices will have unique and different content needs. If the resultant contract is intended to be mandatory, and the FPAA, FPDA, and other offices described in Section 4.1 are required to purchase off the resultant contract, can you please explain what a participating office will do if the resulting content package(s) for legal, investigative, and/or print do not meet its specific online research needs?	The language contained in Section 1.1, Purpose, speaks for itself and needs no clarification.

#	Question	Answer
5.	Section 1.1. Purpose (page 1) Section 1.1 states that the resulting contract "would supersede any existing contracts or arrangements with those offices currently in effect."	The language contained in Section 1.1, Purpose, speaks for itself and needs no clarification.
	Can you please explain how a contract resulting from this ITN would supersede any legally binding and enforceable contract currently in effect? It would be this Respondent's expectation that any pre-existing contracts would be honored to their full term, before any office would be eligible to purchase off the ITN contract. Please clarify.	
6.	Section 1.1. Purpose (page 1) If a vendor chooses to not participate in this ITN or is not awarded a contract as a result of the ITN, can you please explain how the contract resulting from this ITN will impact any existing contracts with that vendor?	No, this question does not seek clarification regarding any language used in the ITN and JAC will not speculate on how any action taken in this ITN will or will not affect any vendor choosing not to submit a proposal in response to the ITN.
7.	Section 1.1. Purpose (page 1)/Section 2.11 Term of Contract (page 6) Section 1 states that "Prices submitted and accepted shall be firm against any increase for the entire contract term, including renewals". Section 2.11 states that "There shall be no price increase during the initial contract period" but states that prices may be increased in correlation with PPI for the renewal periods.  Sections 1.1 and 2.11 are inconsistent. Section 1.1. does not allow for price increases, including renewals. Section 2.1 allows for price increases for renewals. Please clarify.	Since Section 1.1, Purpose, does not purport to set forth the mandatory criteria for any proposal received or of any contract created from this ITN, Subsection 2.11, Term of Contract, controls the terms of any contract awarded as a result of this procurement.
8.	Section 1.1. Purpose (page 1)/Section 2.11 Term of Contract (page 6) Standard industry practice is for online legal research vendors to receive a modest increase in each year to cover the costs of doing business (e.g., costs of labor, production, materials, database development, database maintenance, overhead and numerous other costs). The offices contemplated by this ITN that are receiving similar research services are already under contracts that include modest annual increases. We respectfully request the JAC to modify this ITN to allow for annual price increases (both initial term and renewal years), consistent with industry practice, and with the costs of doing business.	This narrative statement by the vendor does not contain a question to be answered by the JAC.
9.	Section 1.1. Purpose (page 1)/Section 2.11 Term of Contract (page 6) May Respondents modify the price schedule to allow for price increases? Please clarify.	No, the mandatory provisions of the ITN control this procurement and no respondent may modify the terms of the ITN.

#	Question	Answer
10.	Section 1.4 Calendar of Events (page 3)  The submission deadline is currently set for Friday, March 17, and requires Respondents to submit a hard copy response to the JAC. To ensure that our response makes it to the JAC by the submission deadline, we will have to mail the response no later than Wednesday, March 15. As answers to questions are currently set for release on Friday, March 10, this provides Respondents with less than three business days to review answers to questions and prepare their proposal responses.  Given the complexity and magnitude of the ITN, the number of possible agencies affected, and the number of questions submitted for clarification, will the JAC consider extending the deadline for submitting offers to a reasonable time frame (e.g., ten business days after all written questions have been answered)? This will provide Respondents with eight days to prepare their response and two business days to mail the response. Please advise.	There will be no change to Section 1.4, Calendar of Events.
11.	Section 1.4 Calendar of Events (page 3)  The Calendar of Events states that FABOs may be sent by facsimile transmission. In lieu of facsimile transmission, can FABOs be provided via email?	Yes, FABO's may be provided via email to the Issuing Officer, providing that the FABO with original signature must still be received by the deadline set forth in the Calendar of Events in compliance with the terms of the ITN.
12.	Section 2.2 Non-Responsive Proposals (page 4) Section 2.2 provides that proposals that do not meet all mandatory and material requirements of this ITN will be rejected as non -responsive. The Scope of Project, as currently written, appears to include content that may be exclusive to one vendor or another. As such, it is unclear how JAC will receive any responsive proposals to this ITN. Can the JAC please confirm that all research requirements outlined in the ITN are in fact "must haves"? In the alternative, can Respondents use the list of requirements in the ITN as a guide and then clearly indicate in their responses to what extent they can satisfy the requirements? Please clarify.	The ITN speaks for itself regarding mandatory requirements. See, Subsection 2.1, Mandatory Requirements.

#	Question	Answer
13.	Section 2.15 Confidentiality Period (pages 6-7) Section 2.15 provides that sealed bids, proposals, or replies will remain confidential until such time as the agency provides notice of an intended decision or until 30 days after the opening of the bids, proposals, or final replies, whichever is earlier. This Respondent notes that, under the current Calendar of Events, the Final and best offers (FABOs) are due more than 30 days after the opening of the bids. This creates the potential scenario whereby a Respondent's bid, proposal, or reply could be released to a competitor prior to the deadline for the FABO. This is unacceptable as it results in competitive harm to each Respondent. Can the JAC provide confirmation that no bid, proposal, or reply will be released until after submission of the FABOs and after the notice of an intended decision? In the alternative, can JAC modify the Calendar of Events to protect from this scenario?	No, the JAC cannot make such a confirmation in the face of the Florida Public Records statutes. See, Section 119.07(1)(b)2., Florida Statutes. There will be no change in the Calendar of Events.
14.	Section 4.1 Background (page 12) Section 4.1 states that all of the offices employ over 5,100 staff with online legal and/or investigative research needs. We note, however, that Attachment A provides a price schedule for 2,000+ licenses for Legal/Public Records/News, and 300+ for Investigative Materials.  Would it be a correct understanding that approximately 2,000 of the 5,100 employees need access to Legal/Public Records/News and approximately 300 of the 5,100 employees need access to Investigative Materials?	The language contained in both Section 4.1, Background, and Attachment A of the ITN speaks for itself.
15.	Section 4.1 Background (page 12)  If more than 2,000 employees need Legal/Public Records/News, and/or more than 300 employees need access to Investigative Materials, may Respondents modify the price schedule to allow for additional and/or different bands?	No, proposers may not alter Attachment A, Price Sheet, in any manner, including the creation of additional and/or different tiers of licenses for pricing of same.
16.	Section 4.1 Background (page 12) Section 4.1 indicates that it is the JAC's intent to take "advantage of the substantial number of potential licenses involved to obtain the best competitive pricing for those services." Standard industry practice is to provide discounted pricing for guaranteed purchases (e.g., volume discounts). If we understand the structure of this ITN correctly, there is no guaranteed purchase being offered to Respondents. As such, what incentive do Respondents have to provide discounted pricing when there is no guaranteed purchase?	This is not a question seeking clarification of any provisions of the ITN or regarding the content of the ITN and the JAC declines to respond.

#	Question	Answer
17.	Section 4.2.1 Legal Materials Database (page 13) Section 4.2.1 requires respondents to provide trial passwords during the evaluation and negotiation period.  How many trial passwords are needed? Would it be for the three (3) members of the Evaluation Committee listed in Section 6.1? Please clarify.	All Respondents will be informed of the quantity of trial passwords to be provided before the technical evaluations begin.
18.	Section 4.2.1 Legal Materials Database (page 13) Would it be a correct understanding that JAC will request these trial passwords after the review of the technical proposals? Or are Respondents required to provide these trial passwords as part of their technical response? Please clarify.	Subsection 4.2.1, Legal Materials Database, speaks for itself and there is no need for further clarification.
19.	Section 4.2.1.1 Legal Materials Database, Section 4.2.2.1 Public Records Databases, and Section 4.2.3.1 Investigative Materials Databases (pages 13-16)  Sections 4.2.1.1, 4.2.2.1, and 4.2.3.1 provide a very comprehensive and robust set of legal, public records, and investigative content that Respondents must include in their offer.  Legal Materials - Do all 5,100 potential users actually need access to all of the databases and resources listed in Section 4.2.1.1 (a) and (b)? For example, do all employees need access to briefs? Jury instructions? Formbooks? Court pleadings and filings? Public records? News? All the other listed content? It is this Respondent's experience that this list may be requiring substantially more content than offices are purchasing under their existing contracts.	Subsection 4.2.1, Legal Materials Database, speaks for itself and there is no need for further clarification.
20.	Section 4.2.1.1 Legal Materials Database, Section 4.2.2.1 Public Records Databases, and Section 4.2.3.1 Investigative Materials Databases (pages 13-16) Public Records Materials - Do all 5,100 potential users actually need access to all of the databases and resources listed in Section 4.2.2.1? For example, do all employees need access to newspapers? Criminal records? Social security numbers? Incarcerations records? All the other listed content? For example, social security numbers is a data set heavily regulated by federal, state, and local law and requires a particular permissible use case for access. Please clarify.	Subsection 4.2.1, Legal Materials Database, speaks for itself and there is no need for further clarification.

#	Question	Answer
21.	Section 4.2.1.1 Legal Materials Database, Section 4.2.2.1 Public Records Databases, and Section 4.2.3.1 Investigative Materials Databases (pages 13-16) Investigative Materials - Do all potential users actually need access to all of the databases and resources listed in Section 4.2.3.1? For example, do all employees need access to criminal records? Social security numbers? Incarcerations records? All the other listed content? For example, social security numbers is a data set heavily regulated by federal, state, and local law and requires a particular permissible use case for access. Please clarify.	Subsection 4.2.1, Legal Materials Database, speaks for itself and there is no need for further clarification.
22.	Section 4.2.1.1 Legal Materials Database, Section 4.2.2.1 Public Records Databases, and Section 4.2.3.1 Investigative Materials Databases (pages 13-16)  Based on the required list of mandatory content provided in Sections 4.2.1.1, 4.2.2.1, and 4.2.3.1, it would appear that there is certain content listed that may be proprietary to one or more Respondents. As such, it creates a situation where no single Respondent can be responsive to the ITN. Can the JAC please confirm that all research requirements outlined in the ITN are in fact "must haves"? In the alternative, can Respondents use the list of requirements in the ITN as a guide and then clearly indicate in their responses to what extent they can satisfy the requirements? Please clarify.	See the JAC's response to the same question asked by West in reference to Section 2.2, Non-Responsive Proposals, Non-Responsible Respondents. (West Question #12).
23.	Section 4.2.1.1 Legal Materials Database, Section 4.2.2.1 Public Records Databases, and Section 4.2.3.1 Investigative Materials Databases (pages 13-16) Section 4.1 states that the needs of each office may vary. However, the ITN as currently written, provides for a single "one-size-fits-all" content set for legal/public records/news and a single" one-size-fits-all" content set for investigative. This creates the unintended consequence that participating offices may be paying for content that they do not need, and will likely result in offices paying a higher price than their existing contracts. Would JAC consider modifying the ITN to allow Respondents to create packages of commonly purchased legal research, public records, news, and investigative materials, thus providing maximum flexibility for offices to purchase the packages that meet their unique needs, consistent with the Section 4.1? In other words, Section 4.2.1.1, 4.2.2.1, and 4.2.3.1 would become a list of potential content that may be included and/or offered, rather than "must".	Subsection 4.2.1, Legal Materials Database, speaks for itself and there is no need for further clarification.
24.	Section 4.2.1.1a Required Legal Materials Database (page 13). Regarding the list of required Legal Materials, can the JAC please confirm our understanding that Florida PERC decisions (3) and Florida Jurisprudence 2d (6) are required resources?	Provisions of the ITN addressing items required to be included speak for themselves and need no clarification.

#	Question	Answer
25.	Section 4.2.2.1 Required Public Records Databases (page 15).  In section 4.2.2.1, the ITN lists Vehicle identification (d), Assets (property and <i>vehicles</i> ) (j), and Vehicle ownership (I) as requirements. Can the JAC confirm that these are each referring to Motor Vehicle registration records?	The list of items contained in Subsection 4.2.2.1, Contents of Public Records Databases (National Coverage), speaks for itself and needs no further clarification.
26.	Section 4.2.2.1 Required Public Records Databases (page 15). The ITN lists Driving records (o) as part of the required Public Records Databases. Is it a correct assumption that the JAC is referring to Criminal Records, which cover driving offenses?	The specification speaks for itself and it should be noted that there are two distinct items, Driving records, and Criminal records, not just one term covering both categories of information. Not all driving offenses result in a criminal record, as some are merely civil infractions, for example.
27.	Section 4.2.2.1 Required Public Records Databases (page 15).  The ITN lists Newspapers (f) as part of the required Public Records Databases.  Newspapers are not generally categorized as public records in legal research solicitations (because of the specialized nature of public records materials). Rather, they are often included as part of the legal content requirements. Would the JAC please consider moving the news requirement out of Section 4.2.2.1 and into Section 4.2.1.1 Legal Materials Database?	The JAC declines to move the requirement for Newspapers content from Public Records Databases to the requirements for Legal Materials Database. It should be further noted that, since both of these databases are combined into the same category for entry of license pricing on Attachment A, Price Sheet, the JAC sees no reason to consider changing the content of these two databases by moving a category from one to the other.
28.	Section 4.2.2.1 Required Public Records Databases (page 15).  The solicitation lists Incarcerations (y) as part of the required Public Records Databases.  This Respondent does not provide Incarcerations as part of our Public Records content set. Rather, it is included as part of our Investigative Materials content set. It is this Respondent's assumption that our proposal will still be considered responsive, if we provide Incarcerations in response to section 4.2.3.1, Investigative Materials Databases. Is this a correct assumption?	Mandatory content to be included in each database is set forth in Subsections 4.2.1, Legal Materials Database, 4.2.2, Public Records Databases and News, and 4.2.3, Investigative Materials Databases. There is no further need for clarification of the language set forth in those subsections, other than to reiterate that Incarcerations are set forth as mandatory items to be included in the Contents of the Public Records Databases.
29.	Section 4.2.2.2 Search and Retrieval Capabilities for Public Records Databases (page 15).  The solicitation requires that Public Records Databases provide the ability to search by tag number. Does this refer to license plate number, or does it refer to something else? Please clarify.	Yes, searching by tag number is synonymous with searching by license plate number.
30.	Section 4.2.4 Password Options (page 17) Section 4.2.4(b) states that respondents must provide flexibility for addition/deletion of passwords without cost. Is it a correct understanding that this statement refers to the idea of password management (as the ITN provides that there will be a charge for each password)? Please clarify the intent of this provision.	The intent of this provision stems from its location in the subsection regarding Password Options and is associated with password management by the respondent. The JAC hereby clarifies this provision to state that the phrase "without cost" in Subsection 4.2.4(b) refers to any attempts to assess administrative costs beyond the per license per month fees to be billed under the contract. Adding and deleting passwords must be accomplished without any additional costs or administrative fees assessed by the respondent associated with the changes made to the account. This language does not affect

#	Question	Answer
		the contract license fees being billed in the contract for each license for each month of use.
31.	Section 4.2.6 Special Requirements (page 17) Section 4.2.6(c) states that respondents will provide detailed monthly usage reports to the JAC. Is it the intent that JAC will receive a report summarizing the usage of all participating offices? Or will the monthly usage reports actually be provided to the individual purchasing agencies instead? Please clarify.	The language contained in Section 4.2.6, Special Requirements, speaks for itself and needs no clarification.
32.	Section 5.1 Two Step Process (page 18)  The ITN stipulates that the Price Sheet should be submitted separately from the Technical Section/ Sheet. The ITN also states that the Price Sheet and Technical Section/Sheet should be "submitted at the same time". Would it be acceptable to the JAC if the Price Sheet be packaged and sealed in a separate envelop/ box that would then be inserted into a larger box that contained the Technical Section/Sheet (e.g., sealed box inside a sealed box). This would ensure that each Respondent's ITN packages be contained in a single package for shipping efficiency but would still maintain the integrity of the separate, sealed Price Sheet. Please clarify.	As long as the method of packaging and shipping the two separate components of the ITN package as defined in Section 5.1, Two Step Process, does not disturb the sealed nature of the separate envelopes or boxes containing Attachment A, Price Sheet, so that the Technical Response may be accessed, the two envelopes/boxes could travel together.
33.	Section 5.6 Technical Section Format (page 19)  Section 5.6 provides the format and headings for the Technical Section. We note, however, that the listings in Section 5.6 do not line up with Section 4 Scope of Project. For example, federal and state materials are combined in Section 4.2.1.1, but are divided into court opinions, statutes, administrative. In contrast, Section 5.6 separates it out by federal (subsection a) and multistate (subsection c). Similarly, Section 5.6 separates out News Databases (subsection f) and Public Records (subsection h), but they are combined in Subsection 4.2.2.1. Will the JAC consider revising section 5.6 to match the format outlined in section 4.2 Technical Specifications? If not, please clarify how Respondents are to reconcile and align Section 5.6 and Section 4 for purposes of preparing their responses.	All respondents must submit a Technical Section prepared utilizing the mandatory format and headings as set forth in Section 5.6, Technical Section Format. Section 4 of the ITN sets forth the scope of the Project and contains the mandatory requirements for database content, not how the Technical Section of a proposal is to be formatted and presented.
34.	Section 5.6 Technical Section Format (page 19) - Item (n) of Section 5.6 Technical Section Format asks for a "Description of Individual Password Plan, including Price Sheet". Respondents are instructed in Section 5.1 (page 18) to submit the Price Sheet separately (in its own separate envelope) Would it be a correct understanding that subsection (n) is a typographical error and should be deleted from Section 5.6? If not, will the JAC please clarify this item and advise the level of information that Respondents should provide in their Technical Section response?	The phrase "including Price Sheet" was not meant to confuse the mandatory requirement that the filled out and executed Attachment A, Price Sheet, must be submitted in a separate sealed envelope/box. The phrase will be deleted as part of an Addendum to the ITN to be issued by the JAC to rectify the matter. The corrected requirement will stop at "Description of Individual Password Plan".

#	Question	Answer
35.	Section 6.3 Best Value (page 21) - The ITN indicates that JAC intends to contract with the responsive and responsible respondent whose proposal provides the best value to JAC. This suggests that JAC intends to make one award. Elsewhere in the proposal (Section 2.9 Non-Exclusive Rights, page 5) the ITN indicates that JAC can contract with as many firms as is necessary.  Can JAC please confirm this Respondent's understanding that this ITN will result	The ITN speaks for itself.
36.	in multiple awards?  Section 6.3 Best Value (page 21)  Can you please clarify under what circumstances would JAC make a single award? It would seem to be in the best interest of the State to make multiple awards so as to allow purchasing offices to have the flexibility to choose the Respondent and/or the packages that they prefer.	The ITN speaks for itself.
37.	Attachment A Price Sheet - The ITN requires Respondents to provide the Attachment A, Price Sheet.  Section 4.1 provides that "The particular service desired will vary between the offices of Justice Administration, as well as depend upon the role of each employee" That is consistent with our experience that each separate office has unique and different legal research, public records, news, and investigative needs. However, we note that the ITN, as currently written, provides for a single "one-size-fits-all" content set for legal and a single "one-size-fits-all" content set for investigative. This creates the unintended consequence that participating offices may be paying for content that they do not need, and will likely result in offices paying a higher price than their existing contracts. Would JAC consider modifying the ITN to allow Respondents to create packages of commonly purchased legal research, public records, news, and investigative materials, thus providing maximum flexibility for offices to purchase the packages that meet their unique needs, consistent with the Section 4.1 statement that "the particular service desired will vary between the offices."? Please clarify.	This paragraph does not constitute a question as contemplated by the ITN. The ITN speaks for itself.

#	Question	Answer
38.	Attachment A Price Sheet  If it is a correct understanding that individual participating offices will be issuing separate and individual Purchases Orders for their individual purchases off the master resultant contract, then the bands listed for both Legal Materials/Public Records/News and Investigative Materials are much too large to be advantageous to the State of Florida. As such, we would recommend, consistent with other statewide master agreements, that the bands be reduced to much smaller bands. May Respondents provide alternative bands that are consistent with how other state master agreements are typically structured, consistent with industry practice and pricing?	Attachment A, Price Sheet, contains the tiers for pricing in this ITN and its use by all proposers is mandatory.
39.	Attachment A Price Sheet Section 4.2.4(a) instructs respondents to provide password options for legal materials only, public records only, and/or investigative materials only, and legal materials in conjunction with public records and/or investigative materials. We note, however, that the Attachment A Price Sheet only provides password options for Legal/Public Records/News combined and Investigative. Can JAC please clarify the discrepancy between Section 4.2.4(a) and Attachment A? Will JAC modify Section 4.2.4(a) to reflect Attachment A, or modify Attachment A to reflect Section 4.2.4(a)? In the alternative, may Respondents simply provide their own price schedule that provides flexible price options? Please clarify.	This question reflects inconsistent language contained in Subsection 4.2.4(a), Password Options, in apparent opposition to the pricing schema set forth in Attachment A. The language in Subsection 4.2.4(a), will be modified to match the two types of licenses and related passwords set forth in Attachment A, Price Sheet, by issuance of an Addendum to the ITN by the JAC, in order to correct the inconsistency in the published subsection.
40.	Attachment A Price Sheet Recognizing that the needs of each individual purchasing agency may vary (see Section 4.1), the current Price Schedule does not provide the required flexibility to address the unique and varied needs of each purchasing agency. May Respondents revise the price schedule to address the unique and varied needs of individual purchasing offices/agencies? In the alternative, may Respondents provide alternative pricing options to Attachment A Price Sheet?	No, this question was already asked and was answered by the JAC in response to West's Question No. 38 above.

#	Question	Answer
41.	Attachment A Price Sheet In Section 2.11 Term of Contract, the ITN indicates that "there shall be no price increase during the initial contract period" and the initial contract period is defined as a three-year period (6/1/2017 - 5/31/2020). As addressed earlier, it is standard industry practice for online legal research vendors to receive a modest increase in each year of a contract to cover the costs of doing business (e.g., costs of labor, database development, database maintenance, overhead and numerous other costs). To accommodate these annual increases, would JAC please modify the Price Sheet to allow for price increases during both the initial term and renewal years, consistent with industry practice, and with the cost of doing business? As an alternative, may Respondents provide a revised Price Sheet?	The ITN speaks for itself and the answer again, is no.
42.	Attachment A Price Sheet The Price Sheet is separated into two sections for online legal research services: Legal Materials Databases, Public Records, and News, and Investigative Materials Databases. Can Respondents submit a response for only Legal Materials Databases, Public Records, and News, or only Investigative Materials Database (i.e., one or the other)? Or do both categories need to be included for the proposal to be considered responsive? Please clarify.	The JAC would remind all respondents to review Section 4.2, Technical Specifications, in order to confirm that Subsections 4.2.1, 4.2.2, and 4.2.3 all contain mandatory requirements to be satisfied by every proposal received in response to the ITN.