

**SUPREME COURT OF VIRGINIA
REQUEST FOR PROPOSALS:
to provide
ONLINE LEGAL RESEARCH
RFP # 111:23-0005
DUE: August 17, 2023 @ 3:00 pm**



05/31/23

**SUPREME COURT OF VIRGINIA
OFFICE OF THE EXECUTIVE SECRETARY
100 NORTH NINTH STREET
RICHMOND, VA 23219**

Note: In accordance with the Code of Virginia, Section 2.2-4343.1, this public body does not discriminate against faith-based organizations or against an offeror because of race, religion, color, gender, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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This procurement **IS NOT** being conducted on the behalf of any other public bodies. Only the Supreme Court of Virginia, Office of Executive Secretary, Richmond, VA 23219 will be allowed to utilize this contract.

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**SUPREME COURT OF VIRGINIA
OFFICE OF THE EXECUTIVE SECRETARY
REQUEST FOR PROPOSAL (RFP) COVER SHEET**

Issue Date: May 31, 2024

Title: SUPREME COURT OF VIRGINIA
Online Legal Research
RFP #111:23-0005

Issuing Agency: Office of the Executive Secretary
Supreme Court of Virginia
100 North Ninth Street
Richmond, VA 23219

Sealed Proposals will be received until 3:00 pm ON 08/17/23 for furnishing the goods/services described herein signed original and 6 copies).

Offerors are requested to also provide an electronic copy (on thumb drive) of their proposal in MS-Word and/or MS Excel).

Offerors are reminded to clearly identify trade secret and proprietary material. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

In compliance with this Request for Proposal and subject to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

RFP # 111:23-0005 OFFEROR INFORMATION	
Offeror (Vendor) Name:	
Signature (<i>Required</i>):	Date:
Signatory (Name and Title):	
Address (Street, City, State, Zip Code):	
FEI/FIN #:	
SCC ID #	
Telephone Number:	Fax:
E-Mail Address:	

PRE-PROPOSAL CONFERENCE

There will be no pre-proposal conference for this request for proposals. However, questions will be accepted until July 11, 2023. Answers will be provided in the form of an addendum to the request for proposals.

All inquiries for information and questions should be directed to:

PRIMARY CONTACT
<p><u>Mr. Joseph M. O'Brien, Jr.</u> Dept. of Fiscal Services Office of the Executive Secretary Supreme Court of Virginia 100 North Ninth Street, 3rd Floor Richmond, VA 23219 (804) 786-7487 (804) 692-0889 jobrien@vacourts.gov</p>

I. PURPOSE

Purpose: The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for the purchase of online legal research services for the Commonwealth of Virginia’s Judicial Branch (Supreme Court Justices, Court of Appeals Judges, Circuit Court Judges, General District Court Judges, Juvenile and Domestic Relations District Court Judges, law clerks and legal staff). The term of the of the contract will be from November 1, 2023 through October 31, 2024 with options to renew for four (4) additional one-year periods.

II. BACKGROUND

Background: The Commonwealth of Virginia Judicial Branch, through the Supreme Court of Virginia Office of the Executive Secretary (SCVOES) is reviewing options to provide online legal research services for up to 1,000 subscribers. **Subscribers may include Justices, judges, magistrates, law clerks and other designated court personnel.** Courts currently use online legal research services to support the research necessary for timely legal decisions.

III. STATEMENT OF NEEDS

3.1 **Overview:** The Contractor is to provide web access to a broad range of legal research databases including coverage of primary and secondary legal resources. SCVOES is especially interested in the scope and quality of comprehensive and scholarly legal titles, as well as Virginia – specific publications, including torts, business law, domestic relations, intellectual property, contracts, and worker’s compensation. SCVOES also requires access to Virginia circuit court case decisions and the response should provide a detailed statement of the scope and breadth of this coverage. The services provided should include functionality for searching, citation checking and printing. The legal research services must be provided in the worldwide web with secured password protection for access and control. The contractor’s product shall provide for file downloads to users’ computers and/or printers in Rich Text Format (.rtf), WordPerfect (.wpd), Microsoft Word (.doc) and Adobe Acrobat (.pdf) formats. Other services required include automatic cite checking and verification services such as Shepard’s Citations or KeyCite or an approved equivalent.

3.2 **Types of Resources:** The following represents a general listing of the types of resources that should be available from the online legal research service. This listing is not intended to be all inclusive, but an example that stipulates the primary services sought. Each offeror should submit a specific list of materials that will be provided in the event of contract award.

A. Federal Case Law Materials:

- Full text coverage of all US Supreme Court, US Court of Appeals and US District Court opinions and orders (both reported and unreported)
- US Court of Federal Claims opinions
- US Tax Courts opinions
- US Supreme Court and federal court briefs
- Federal court rules, model or form jury instructions, sentencing guidelines, practice materials and forms
- US Code – with and without annotation; full text - historical statutes including tables and indices
- US Public Laws – current and archived
- Federal bill tracking and bill archives
- Congressional record
- Federal administrative law, regulations, and decisions, including regulation tracking
- US Attorney General opinions
- Presidential Documents

B. State Materials, including Virginia

- Full text coverage of all stat’s appellate and trial court opinions and orders (both reported and unreported)
- Full – text annotated coverage of all state current and historical court rules
- Full – text annotated coverage of all states current and historical statutes
- State bill tracking and legislative histories
- State attorney general opinions
- State executive orders
- State administrative codes and regulations
- State public utility reports
- Major national and Virginia newspapers

- C.
- United State law reviews, legal periodicals, and bar journals
 - Legal dictionaries
 - Legal encyclopedias, such as American Jurisprudence
 - Comprehensive legal treatises such as Larson’s Workers’ Compensation and Search and Seizure by LaFave
 - American Law Reporter

Please describe the content, name (s) of the authors/editors and the frequency with which your secondary sources are updated.

- D. Additional Virginia specific content required by the Supreme Court of Virginia includes the following:

- VA public records (e.g., UCC records, liens, judgments, property records, lawsuits, or adverse fillings)
- VA model jury instructions
- Virginia treatises covering, but not limited to, civil and criminal law, labor and employment law, torts, wills and worker compensation.

3.3 Mandatory Search and Data Capabilities:

- A. Word or phrase search
- B. Specification of proximity relationship between search terms
- C. Field or segment searching
- D. Search by set index terms and summary fields
- E. Root expansion and universal character symbols
- F. Boolean and natural language
- G. Option of browsing retrieved documents page by page or search term to search term
- H. Highlighting of search terms in retrieved results
- I. The ability to search all state databases simultaneously
- J. The ability to search all federal databases simultaneously
- K. Hypertext links within documents
- L. Retrieval of documents by citation
- M. The ability to print and download entire or selected portion of results
- N. The ability to download, and email documents
- O. Options for dual and single column printing in PDF, plain-text (ASCII) and common word processing formats
- P. Citation checking history
- Q. The ability to exact cites from electronic documents for cite checking
- R. Electronic clipping services
- S. An integrated indexing system
- T. The ability to save and track history
- U. The ability to personalize the home page to highlight used data bases

3.4 Mandatory Technical Requirements:

- A. Standard web browser software shall be the only tool necessary to access online services proposed.
- B. Contractor will be required to block databases not included in the flat rate contract.
- C. The contract's service must include password protection to prevent unauthorized access. The contractor shall provide bi – monthly reports of user activity and, if requested by the Supreme Court of Virginia Office of Executive Secretary

(SCVOES), provide 6-month reports of connect time based on individual subscribers.

- D. During all online research sessions, the contractor shall preclude any internet “pop-ups” or advertisements of any nature from displaying during the user’s research session.
- E. A SCVOES representative via email will request login and IDs for all judges and law clerks Contractor to provide to SCVOES via email login and ID numbers within 2 business days of the request. A point of contact with the awarded supplier will be determined upon award.
- F. The contractor shall not impose any limit to the number of simultaneous users, nor limit in any manner the access time. Web – based access must not be limited to any group of IP addresses.
- G. The contractor shall provide the most current version of all automatic cite checking systems provided. The contractor will be responsible for updating the Supreme Court of Virginia’s cite checking system when new versions are released. The contractor shall also provide the most current version of any citation verification services provided.

3.5 Training: The contractor must provide instructor-led training and related materials for all subscribers located in the Commonwealth of Virginia. The training must focus on accessing web-based research tools provided and include the following minimum elements in the course syllabus:

- Accessing the web site
- Familiarization with available data bases, record collections, and resources
- Conducting simple searches
- Saving search results
- Conducting searches within search results
- Conducting complex searches
 - Boolean logic
 - Natural language searches
 - Nested searches
 - Wild card searches
 - Constructing an efficient search
 - Constructing searches that can be saved and searched again
- Printing search results
- Downloading search results to subscriber’s computer
- Using online help
- Using online tutorials

3.6 Support Services: The offeror must provide telephone and other help support as needed. An offeror should explain its support capabilities and availability. The cost of all support services is to be included in an offeror's fixed monthly rate. Caveats or charges in pre-printed commercial literature or price lists are not an acceptable means of excluding such charges from the fixed rate and shall not be effective for that purpose.

IV. PROPOSAL PREPARATION & SUBMISSION INSTRUCTIONS

4.1 Specific Proposal Instructions

Proposals should be as thorough and detailed as possible so the Supreme Court of Virginia Office of the Executive Secretary (SCVOES) may properly evaluate the offerors' capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. A written narrative statement to include:
 - a. Experience in providing the goods/services described herein.
 - b. Names, qualifications, and experience of personnel to be assigned to the project.
 - c. Resumes of staff to be assigned to the project.
3. Specific plans for providing the proposed services including:
 - a. List of proposed equipment/goods/etc., including operating parameters, illustrations, etc.
 - b. What, when and how the service will be performed.
 - c. Detailed description of content of treatises and legal encyclopedias and identity of authors/editors.
 - d. For treatises and legal encyclopedias please indicate whether hard and electronic copies may be purchased separately and if so at what cost.
4. **Proposed Price. Indicate in the pricing schedule, Attachment D. PLEASE NOTE THAT OTHER PRICING FORMS ARE ACCEPTABLE.**

4.2 General Instructions

A. RFP Response

To be considered for selection, Offerors must submit a complete response to this RFP. Offerors are to provide multiple paper copies and electronic copies (on thumb drive) of their proposal (in MS-Word and Excel) as follows:

PAPER COPIES: Offerors must provide:

- one (1) paper proposal with ink signatures marked "Original"
- six (6) paper proposals marked "Copy"

- one paper proposal marked “Redacted” if you submit a proposal with proprietary information removed. Note: Only required if a proposal is submitted with proprietary information.

ELECTRONIC COPIES:

- one (1) electronic copy of the proposal on a thumb drive.
- one (1) electronic copy of the “Redacted” proposal on a thumb drive with any confidential information removed. Note: Only required if a proposal is submitted with proprietary information.

No other distribution of the proposal shall be made by the Offeror.

B. **Proposal Preparation:**

1. Proposals **shall be signed by an authorized representative of the Offeror** (see the RFP Cover Sheet). All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
2. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. All pages are to be numbered.
3. Proposals should be organized in the order in which the requirements are presented in the RFP. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
4. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
5. Ownership of all data, materials, and documentation originated and prepared for SCVOES pursuant to the RFP shall belong exclusively to SCVOES and be subject to public inspection. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically

identify the data or materials to be protected and state the reasons why protection is necessary. **The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.** The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

- C. **Oral Presentation/Demonstration:** The highest two (2) rated offerors will be required to give an oral presentation and demonstration of their proposal to the evaluation committee. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. SCVOES will schedule the time and location of any presentations.

4.3 **Acceptance of Proposals for Evaluation**

Proposals may be mailed, or hand delivered. Proposals will be accepted for evaluation only if they are received prior to the closing date and time, if they respond to all questions, provide all information requested and if they follow the format specified. Please record the proposal number on all proposal documents. **Faxed or e-mailed proposals will not be accepted.** The cover sheet must be signed in ink.

General questions regarding the proposal should be directed to Joe O'Brien at 804-786-7487 or jobrien@vacourts.gov. Questions may also be faxed to Joe O'Brien at 804-692-0889.

Sealed Proposals (Signed Original & 6 Paper Copies, 1 redacted copy (if needed) plus any required electronic copies on a thumb drive are due at the OES Department of Fiscal Services, Purchasing Department by 3:00 p.m. on August 17, 2023

Late Proposals not accepted. No exceptions.

Proposals are to be sent to:

**Joseph M. O'Brien, Jr. (Ref: RFP# 111:23-0005)
Department of Fiscal Services/Purchasing Department
Office of the Executive Secretary
Supreme Court of Virginia
100 North Ninth Street, 3rd Floor**

Richmond, VA 23219

Hand-delivered proposals should be addressed as above but be delivered to the third floor Purchasing Department. All mail and deliveries are subject to x-ray inspection and other security measures. Proposals will be opened on 3:00 p.m. on August 17, 2003 at the same location specified above.

4.4 Cancellation of Request for Proposal

After opening, but prior to award, any or all proposals may be rejected when the purchaser determines, in writing that such action is in SCVOES' best interest for reasons including, but not limited to the following items.

1. The supplies or services being procured are no longer required;
2. Ambiguous or otherwise inadequate specifications were part of the request;
3. The Request for Proposal did not provide for consideration all factors of significance to OES;
4. Prices exceed available funds and it would not be appropriate to adjust quantities or qualities to come within available funds;
5. All otherwise acceptable proposals received are at clearly unreasonable prices; or
6. There is reason to believe that the proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith.

The bidder must acknowledge SCVOES' right to cancel the RFP.

SCVOES reserves the right to hold discussions with individual Offerors after opening. These discussions are held to: (a) promote understanding of SCVOES' requirements and the Offerors' proposals; (b) facilitate arriving at a contract that will be the most advantageous to the State taking into consideration price and the other evaluation factors set forth in the RFP; and (c) ensure Offerors are accorded fair and equal treatment in discussion and revision of their proposals. After RFP responses have been opened, meetings may be held with those Offerors determined to be the most responsive (quality and price). Discussions may be held to clarify requirements and to make minor adjustments in services to be performed and in related costs. Auction techniques and/or disclosure of any information derived from competing proposals are prohibited. Any changes to the proposal, whether technical or pricing, shall be submitted/confirmed in writing by the Offeror(s).

All decisions by SCVOES are final and may not be appealed. SCVOES will select the proposal(s) that best meets its needs.

V. EVALUATION & AWARD CRITERIA

5.1 Evaluation Criteria

Proposals shall be evaluated by SCVOES using the following criteria:

#	CRITERIA	POINT VALUE
1	Content offered – Both overall and Virginia specific	30
2	Qualifications of staff, references, and experience of Offerors in providing the services and necessary training.	15
3	User accessibility; functionality including “search and retrieval capabilities”	30
4	Acceptance of Terms and Conditions	5
5	Cost	20
	TOTAL	100

5.2 Award of Contract

SCVOES reserves the right to award the contract in the aggregate, by individual service or any combination of categories, whichever is in SCVOES’ best interest. Selection shall be made of one or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations may be conducted with Offeror(s) so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, SCVOES shall select the Offeror(s) that, in its opinion, has made the best proposal, and shall award the contract to that Offeror(s). SCVOES reserves the right to make multiple awards as a result of this solicitation. SCVOES may cancel this Request for Proposals or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2- 4359D).

Should SCVOES determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor’s proposal as negotiated.

VI. PRE-PROPOSAL CONFERENCE

There will be no pre-proposal conference for this RFP. However, questions will be accepted until July 11, 2023. Answers will be provided in the form of an addendum to the request for proposal.

VII. METHOD OF PAYMENT

Invoices are to be submitted by the 10th of each month following the month services were rendered to:

Supreme Court of Virginia
Office of the Executive Secretary
Attn.: Aretha Sykes
100 North Ninth Street, 3rd floor
Richmond, VA 23219

Upon approval, invoice payment will be rendered by check within net 30 days per terms of the Commonwealth of Virginia's "Prompt Pay Act"

VIII. REQUIRED GENERAL TERMS & CONDITIONS GOODS AND NON-PROFESSIONAL SERVICES

1. VENDORS MANUAL
2. APPLICABLE LAWS AND COURTS
3. ANTI-DISCRIMINATION
4. ETHICS IN PUBLIC CONTRACTING
5. IMMIGRATION REFORM AND CONTROL ACT OF 1986
6. DEBARMENT STATUS
7. ANTITRUST
8. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS
9. CLARIFICATION OF TERMS
10. PAYMENT
11. PRECEDENCE OF TERMS
12. QUALIFICATIONS OF BIDDERS OR OFFERORS
13. TESTING AND INSPECTION
14. ASSIGNMENT OF CONTRACT
15. CHANGES TO THE CONTRACT
16. DEFAULT
17. ANNOUNCEMENT OF AWARD
18. DRUG-FREE WORKPLACE
19. NONDISCRIMINATION OF CONTRACTORS
20. AVAILABILITY OF FUNDS

- 8.1 **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "I Sell Virginia".
- 8.2. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations
- 8.3 **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the SCVOES that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

8.4 **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

8.5 **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the SCVOES, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986

8.6 **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non – debarred vendor will be debarred for the same period as the debarred vendor.

- 8.7 **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Supreme Court of Virginia Office of the Executive Secretary (SCVOES) all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by SCVOES under said contract.
- 8.8 **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, SCVOES reserves the right to decide on a case-by-case basis, in its sole discretion, whether to reject such a proposal.
- 8.9 **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by SCVOES.
- 8.10 **PAYMENT:**
- A. **To Prime Contractor:**
1. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 3. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public body is being billed.
 4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 5. **Unreasonable Charges** - Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to

all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351.,. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

B. To Subcontractors:

1. A contractor awarded a contract under this solicitation is hereby obligated:
 - (a) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Office of the Executive Secretary for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (b) To notify the Office of the Executive Secretary and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
2. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from SCVOES, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of SCVOES.

C. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

D. The Commonwealth of Virginia's Department of Accounts encourages contractors and subcontractors to accept electronic payment.

8.11 **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF

1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- 8.12 **QUALIFICATIONS OF OFFERORS:** SCVOES may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services and the offeror shall furnish to SCVOES all such information and data for this purpose as may be requested. SCVOES reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. SCVOES further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy SCVOES that such offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.
- 8.13 **TESTING AND INSPECTION:** SCVOES reserves the right to conduct any test/inspection it may deem advisable to assure the services conform to the specifications.
- 8.14 **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of SCVOES.
- 8.15 **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
- A. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from modifications shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - B. The SCVOES may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Office of the Executive Secretary of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Office of the Executive Secretary written decision affirming, modifying, or revoking the prior written notice. If the Office of the Executive Secretary decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred because of such order and shall give

the Office of the Executive Secretary a credit for any savings. Said compensation shall be determined by one of the following methods:

1. By mutual agreement between the parties in writing; or
2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to SCVOES' right to audit the contractor's records and/or to determine the correct number of units independently; or
3. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present SCVOES with all vouchers and records of expenses incurred and savings realized. SCVOES shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to SCVOES within thirty (30) days from the date of receipt of the written order from SCVOES. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by SCVOES or with the performance of the contract generally.

- 8.16 **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, SCVOES, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which SCVOES may have.
- 8.17 **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, SCVOES will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- 8.18 **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation,

possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

8.19 **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless SCVOES has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, SCVOES shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

8.20 **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that SCVOES shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

IX. SPECIAL TERMS & CONDITIONS – GOODS AND NON-PROFESSIONAL SERVICES

1. ADVERTISING
 2. AUDIT
 3. AWARD OF CONTRACT
 4. PROPOSAL ACCEPTANCE PERIOD
 5. CANCELLATION OF CONTRACT
 6. PROMPT PAYMENT DISCOUNTS
 7. RENEWAL OF CONTRACT
 8. IDENTIFICATION OF BID/PROPOSAL ENVELOPE
 9. CONTRACTOR AS INDEPENDENT CONTRACTOR
 10. ADDITIONAL USERS
 11. PRICE CURRENCY
 12. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH
- 9.1 **ADVERTISING:** In the event a contract is awarded for supplies, equipment, software, or services resulting from this proposal, no indication of such sales or services to the Supreme Court of Virginia Office of the Executive Secretary (SCVOES) will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that SCVOES has purchased or uses its products or services, and the contractor shall not include SCVOES in any client list in advertising and promotional materials.
- 9.2 **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. SCVOES, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- 9.3 **AWARD OF CONTRACT:** SCVOES reserves the right to award the contract in the aggregate, by individual service or any combination, whichever is in SCVOES' best interest. Selection shall be made of one or more Offerors deemed to be fully qualified and best suited among those submitting proposals based on the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations may be conducted with Offeror(s) so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, SCVOES shall select the Offeror(s) that, in its opinion, has made the best proposal, and shall award the contract to that Offeror(s). SCVOES reserves the right to make multiple awards as a result of this solicitation. SCVOES may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D).

Should SCVOES determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor’s proposal as negotiated.

9.4 **PROPOSAL ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 60 days. At the end of the 60 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

9.5 **CANCELLATION OF CONTRACT:** SCVOES reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

9.6 **PROMPT PAYMENT DISCOUNTS:** SCVOES will pay within 30 days after submittal of invoices. If the offeror provides a prompt payment discount for prompt payment within 20-29 calendar days, the discount will be calculated in determining net low bid.

9.7 **RENEWAL OF CONTRACT:** This contract may be renewed by SCVOES for four (4) successive one – year periods if SCVOES elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the All Urban Consumers Section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available

9.8 **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed proposal should be sent in a separate envelope or package, sealed and identified as follows:

From (Name of Bidder/Offeror):
Date & Time Received by OES (To be entered by OES Staff):
Address of Bidder/Offeror: – Street or Box Number – City, State, and Zip Code
To: Mr. Joseph M. O’Brien Department of Fiscal Services/Purchasing Dept. Office of the Executive Secretary Supreme Court of Virginia 100 North Ninth Street, 3 rd floor Richmond, VA 23219
Reference: RFP # 111:23-0005

Proposals may be hand delivered to the designated location (Third Floor Purchasing Department) in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- 9.9 **CONTRACTOR AS INDEPENDENT CONTRACTOR**: During the performance of this contract, the contractor and contractor's employees will be regarded as independent contractors and not as an agent or employee of SCVOES. The contractor shall be responsible for all Contractor supplied employee's insurance and federal, state, local and FICA taxes. Employees of the Commonwealth of Virginia are not eligible to offer proposals for this solicitation.
- 9.10 **ADDITIONAL USERS**: This procurement **IS NOT** being conducted on the behalf of any other public bodies. Only the Supreme Court of Virginia, Office of Executive Secretary, 100 North Ninth Street, Richmond, VA 23219 will be allowed to utilize this contract.
- 9.11 **PRICE CURRENCY**: Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.
- 9.12 **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH**: A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. Please complete *Attachment "E"*

X. SPECIAL TERMS & CONDITIONS – INFORMATION TECHNOLOGY SERVICES

10.1. CONFIDENTIALITY

- A. PURCHASER:** SCVOES agrees that neither it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the operation of the software, the technology embodied therein, or any other trade secret or proprietary information related thereto, except as specifically authorized by the contractor in writing or as required by the Freedom of Information Act or similar law. It shall be the contractor's responsibility to fully comply with § 2.2-4342F of the *Code of Virginia*. All trade secrets or proprietary information must be identified in writing or other tangible form and conspicuously labeled as "proprietary" either prior to or at the time of submission to the Court.
- B. CONTRACTOR:** The Contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and SCVOES' written consent. Any information to be disclosed, except to SCVOES, must be in summary, statistical, or other form which does not identify particular individuals. Contractors and their employees working on this project will be required to sign the Confidentiality statement in this solicitation.

10.2 OWNERSHIP OF INTELLECTUAL PROPERTY

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of SCVOES. On request, the Contractor shall promptly provide an acknowledgement or assignment in a tangible form satisfactory to SCVOES to evidence SCVOES' sole ownership of specifically identified intellectual property created or developed in the performance of this contract.

XI. ATTACHMENTS

- A. Glossary
- B. Procurement Schedule
- C. Checklist of Bidder Submission
- D. Price Schedule
- E. State Corporation Form
- F. References

ATTACHMENT A: GLOSSARY

A more complete set of definitions and acronyms relating to procurement is available in the Virginia Agency Procurement and Surplus Property Manual.

Agency: For the purpose of this procurement, “agency” means the Supreme Court of Virginia, Office of the Executive Secretary.

Agency Purchase Order (APO): An Agency Purchase Order is a form used by an agency to order goods, services and printing available on a State or term contract, or to procure goods or services from non-contract sources within its delegated purchase authority.

APSPM: The Virginia Agency Procurement and Surplus Property Manual

Back-file: The term "back-file" redaction means the redaction of social security numbers from land records that exist in the database of a circuit court clerk prior to the date of completion of redaction.

Best and Final Offer (BAFO): The last offer provided by an Offeror in response to a Request for Proposals and all further negotiation ceases. When the provision for receiving best and final offers is included in an RFP, Offerors are given the opportunity to submit a best and final offer after negotiations have been held. After the best and final offers are submitted, no further negotiations shall be conducted with any of the Offerors and the decision to award is based on re-scoring of the best and final offers.

Best Value: The overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body’s needs, as predetermined in a solicitation. Best value concepts may be applied when procuring goods and nonprofessional services, but not construction or professional services. The criteria, factors, and basis for the consideration of best value and the process for the consideration of best value shall be as stated in the procurement solicitation (*Code of Virginia*, § 2.2-4301).

Boiler Plate: General Terms and Conditions.

Competitive Negotiation: A method for purchasing goods and services, usually of a complex and technical nature whereby qualified individuals or firms are solicited by means of a Request for Proposals (RFP). Negotiations are conducted with selected Offerors and the best proposal, as judged against criteria contained in the Request for Proposals, is accepted and an award issued.

Confirming Purchase Order: A purchase order issued after the fact by a procuring agency to a vendor for goods or services ordered orally or by some other informal means. The order should be marked “CONFIRMING ORDER. DO NOT DUPLICATE”.

Contract: When used as a noun in this RFP, contract refers to an agreement enforceable by law, between two or more competent parties, to do or not to do something, not prohibited by law, for a consideration. A contract is any type of agreement or order for the procurement of goods or services. As a verb, contract has its usual legal sense, signifying the making of an agreement for consideration.

Contract Administration: The management of all facets of a contract to assure the Contractor's total performance is in accordance with the contractual commitments and that the obligations of the Contractor under the terms and conditions of the contract are fulfilled.

Contract Management: The management of the organization's contracts and contract-related activities which may include accounting, administration, auditing, grants management, law, negotiation, logistics, price-structure compensation, delegation of purchasing authority, program management, termination and other business activities.

Contract, Cost-Plus-A-Fixed-Fee: A cost-reimbursement type contract that provides for the payment of a fixed fee to the contractor. The fixed fee, once negotiated, does not vary with the actual cost but may be adjusted as a result of any subsequent changes in the scope of work or services to be performed under the contract.

Contract, Cost-Plus-A-Percentage-Of-Cost: A form of contract which provides for a fee or profit at a specified percentage of the contractor's actual cost of accomplishing the work. Except in case of emergency affecting the public health, safety or welfare and for some insurance contracts, no public contract shall be awarded on the basis of cost plus a percentage of cost (*Code of Virginia*, § 2.2-4331).

Contract, Design-Build: A contract between a public body and another party in which the party contracting with the public body agrees to both design and build the structure, roadway or other item specified in the contract.

Contract, Fixed Price: A contract that provides for a firm unit or total price to be established at the time of order placement or contract award. The contractor bears the full risk for profit or loss.

Contract, Fixed Price, Incentive: A fixed price is agreed upon with a target cost/profit, a ceiling price, and a profit formula. Below target, the contractor and state share savings. Above ceiling, the contractor must assume all costs.

Contract, Fixed-Price with Escalation/De-escalation: A fixed price type of contract that provides for the upward and downward revision of the stated contract price upon the occurrence of certain contingencies (such as fluctuations in material costs and labor rates) specifically defined in the contract.

Contract, Requirements Type: A form of contract covering long-term requirements used when the total quantity required cannot be definitely fixed but can be stated as an estimate or within

maximum and minimum limits, with deliveries on demand. Such contracts are usually for one year or more in duration.

Contract, Service: A contract for work to be performed by an independent contractor wherein the service rendered does not consist primarily of the acquisition of equipment or materials, or the rental of equipment, materials and supplies.

Contract, Time and Material: A contract providing for the procurement of supplies or services on the basis of direct labor hours at specified fixed hourly rates (which include direct and indirect labor, overhead, and profit) and material at cost, or at some bid percentage discount from manufacturer's catalog or list prices.

Contractor: An individual or firm that has entered into an agreement to provide goods or services to the Commonwealth.

Day-forward: The term "day-forward" redaction means the redaction of social security numbers from land records that exist in the database of a circuit court clerk since the last redaction.

eVA: The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us , streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

General Terms and Conditions: Standard clauses and requirements incorporated into all solicitations (IFB/RFP) and resulting contracts which are derived from laws, or administrative procedures of the government agency. (Also called "Boiler Plate.")

Goods: Material, equipment, supplies, printing, and automated data processing hardware and software (*Code of Virginia*, § 2.2-4301).

Negotiation: A bargaining process between two or more parties, each with its own viewpoints and objectives, seeking to reach an agreement, or settlement of, a matter of common concern, on terms that are mutually beneficial and satisfactory to both.

Notice of Award: A Notice of Award is written notification stating that a vendor has received an award by the State.

Notice of Intent to Award: The Notice of Intent to Award is a written notice, or bid tabulation sheet publicly displayed, prior to award, that shows the selection of a vendor for the award of a specific contract or purchase order. This decision may be changed prior to the actual award of a contract or purchase order.

OES: The Office of the Executive Secretary of the Supreme Court of Virginia – the administrative office for Virginia's courts.

Offeror: A person who makes an offer in response to a Request for Proposals. Also, can be called the "bidder."

Pre-bid or Pre-proposal Conference: Also known as a “bidder’s conference”. Meeting held with prospective bidders or Offerors prior to submission of bids or proposals, to review, discuss, and clarify technical considerations, specifications, and standards relative to the proposed procurement.

Primary Contact: The designated person to contact regarding questions and other matters relating to the procurement, and to whom applications should be sent.

Procurement: The procedures for obtaining goods or services, including all activities from the planning steps and preparation and processing of a requisition, through receipt and acceptance of delivery and processing of a final invoice for payment.

Proposal: An offer made by one party to another as a basis for negotiations, prior to the creation of a contract.

Purchasing Agency: A state agency or institution purchasing goods or services. Here, the Supreme Court of Virginia, Office of the Executive Secretary

Request for Proposals (RFP): All documents, whether attached or incorporated by reference, utilized for soliciting proposals; the RFP procedure requires negotiation with Offerors (to include prices) as distinguished from competitive bidding when using an Invitation for Bids.

SCV: Supreme Court of Virginia

SCVOES: Supreme Court of Virginia Office of the Executive Secretary

Sealed Bid: A bid which has been submitted in a sealed envelope to prevent its contents from being revealed or known before the deadline for the submission and opening of all bids.

Services: Services are any activities performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies (*Code of Virginia*, § 2.2-4301).

Solicitation: An Invitation for Bids (IFB), a Request for Proposals (RFP), telephone calls, or any other document issued by the state to obtain bids or proposals for the purpose of entering into a contract.

Special Terms and Conditions: Special clauses pertaining to a specific procurement which may supplement or in some cases supersede one or more general terms and conditions, e.g., Award Clause, Extension of Contract.

Term Contracting: A technique by which a source of supply is established for a specific period of time. Term contracts are established based on indefinite quantities to be ordered “as needed,” although such contracts can specify definite quantities with deliveries extended over the contract period. Also see Contract, Requirements Type.

Vendor: One who sells goods or services.

Virginia Public Procurement Act: Chapter 43 of Title 2.2, *Code of Virginia*, which enunciates the public policies pertaining to governmental procurement from nongovernmental sources.

ATTACHMENT B. PROCUREMENT SCHEDULE

The following procurement schedule is subject to change. Notice of any changes affecting the RFP submission dates will be posted as an addendum to the RFP.

#	ACTIVITY	DATE(S)
1	RFP Issued (posted on eVA procurement website, and notices mailed/e-mailed/faxed to interested parties)	05-31-23
2	Deadline for any questions.	07-11-23
3	Any answers to questions received will be added as an Addendum to the RFP, posted on website(s), and sent to all inquirers	07-21--23
4	Deadline for receipt of proposals (3:00 p.m.). (subject to change)	08-17-23
5	Review and preliminary scoring by Selection Committee	09-08-23
6	Highest scoring vendor(s) selected and notified of demonstrations and oral presentations dates.	09-12-23
7	Demonstrations and oral presentations provided by the two highest scoring offors. (subject to change).	09-26-23

ATTACHMENT C: CHECKLIST OF RFP BIDDER SUBMISSION

The following checklist is offered as a guide to Offerors in preparing their RFP response. It is not intended as a substitute for reviewing the body of the RFP itself.

✓	#	Item	Page
	1	RFP Cover Sheet (“Offeror Information”) – Completed and with inked signature?	4 - 5
	2	Part III- Statement of Needs Reviewed and Understood?	6 - 11
	3	Part IV Proposal Preparation and Submission	12 - 15
	4	Part 4.1 - Have all requirements of the Specific Proposal Instructions been addressed in your firms response to the RFP?	12
	5	Part 4.2 – A. General Instructions. Are the correct number of paper and electronic Copies of the Offeror’s RFP response provided?	12 - 13
	6	Part 4.2 – B, section 5 General Instructions: Have trade secrets/proprietary information been marked and noted as such as per Virginia Code?	13 - 14
	7	Part 4.3., section 2: Has the proposal address package been addressed correctly?	14 - 15
	8	Part VIII: General Terms & Conditions (T&C):Have these reviewed as well as T&C “A”: <i>Vendor Manual</i> (www.eva.virginia.gov)?	18
	9	Part IX: Special Term & Conditions (T&C): Have these been completed /complied with? Part 9.8 “Identification of Bid/Proposal envelope”	26 - 28
	10	Part X Special Terms and Conditions for Technology Services reviewed?	29
	11	Attachment D: Offeror Price Schedule Note: Pricing schedules submitted in other formats will be evaluated	38
	12	Attachment E: Authorization to Conduct Business in the Commonwealth Has this attachment been completed?	39
	13	Attachment F: Have references been provided as requested?	40
	13	Have all attachments been cross-referenced to the main text?	
	14	Have receipt and acceptance of any RFP Addenda been acknowledged in writing in the Offeror’s RFP response?	
	15	Original and 6 copies of the proposal by 3:00 on 08/08/18 Requested electronic copies (thumb drive) also included? Requested redacted paper copy also included Labeled and sealed? Mailed to proper address or hand-delivered to Third Floor Purchasing Department?	

ATTACHMENT D: PRICING SCHEDULE

Flat rate price schedule per month per year for up to 1,000 subscribers, including unlimited downloads and printing:

<u>Year 1</u>	\$ _____	per month - Flat Rate for Up to 1,000 subscribers
<u>Year 2</u>	\$ _____	per month - Flat Rate for Up to 1,000 subscribers
<u>Year 3</u>	\$ _____	per month - Flat Rate for Up to 1,000 subscribers
<u>Year 4</u>	\$ _____	per month - Flat Rate for Up to 1,000 subscribers
<u>Year 5</u>	\$ _____	per month - Flat Rate for Up to 1,000 subscribers

OR flat rate price schedule per subscriber, including unlimited downloads and printing:

701 – 800 subscribers: \$ _____/month
 801 - 850 subscribers: \$ _____/month
 851 – 900 subscribers: \$ _____/month
 901 – 950 subscribers: \$ _____/month
 951 – 1,000 subscribers: \$ _____/month

Please include in the above yearly or monthly pricing the cost for providing online access to the following treatises/ publications: *

Virginia specific:

Michie's Jurisprudence (Va. and W. Va.)
 The Law of Evidence in Virginia by Charles E Friend
 Virginia Civil and Criminal Benchbooks for Judges and Lawyers
 Virginia Civil Procedure by Hamilton Bryson
 Virginia Civil Procedure by Middleditch and Sinclair
 Virginia Criminal Procedure by Ron Bacigal
 Criminal Offenses and Defenses in Virginia by Ron Bacigal
 Virginia Family Law by Swisher, Diehl, and Cottrell
 Virginia Model Jury Instructions - Civil & Criminal
 Virginia Workers' Compensation (by Lawrence Pascal)

National:

Larson's Workers' Compensation Law
 American Jurisprudence legal encyclopedia
 American Law Reports (ALR)
 Search and Seizure (by LaFave) (West)

***If you are unable to provide a particular publication, please indicate that.**

ATTACHMENT E: STATE CORPORATION COMMISSION FORM
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State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The bidder:

is a corporation or other business entity with the following SCC identification number:

_____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

ATTACHMENT F – REFERENCES

Please provide the following information on at least three (3) references for whom Offeror has provided services similar to those sought in this RFP. The provided references are to be a procurement officer or contract administrator for a public body's online legal research contract. Past history has shown that judges and court officers are non – responsive to requests for a reference.

1. Organization: _____
 Address: _____
 Contact Person: _____ Telephone: _____
 Nature of services provided: _____

2. Organization: _____
 Address: _____
 Contact Person: _____ Telephone: _____
 Nature of services provided: _____

3. Organization: _____
 Address: _____
 Contact Person: _____ Telephone: _____
 Nature of services provided: _____

