

August 23, 2023

RFP 22-3970 – Legal Matters Management Software Solution

ADDENDUM #3
(Acknowledgment is Required)

The Respondent shall acknowledge its review and receipt of this Addendum by signing below and including a signed copy of this Addendum with its bid submittal, or as stated in Section 4.1, Basis for Award of Agreement of the RFB. Failure to do so could result in disqualification of the bid.

Please note that underlined information (example) is added wording and stricken information (~~example~~) is deleted wording.

I. QUESTIONS AND ANSWERS:

1. **Question:** **Data Migration – Please clarify whether data migration is in scope for this RFP and identify: (a) the amount of data; (b) if documents, how where are they being migrated from; (c) how many documents; (d) whether all versions of the documents need to be migrated; (e) whether metadata needs to be moved with the documents; (f) if metadata is to be migrated, how many fields, where it's located currently, and what format it's in; (g) How much data and documents will be migrated in GB; (h) document breakdown by each practice group/department.**

Answer: (a) The documents database will remain in Filestream and the associated metadata is approximately 1 MB in size; (b) metadata will be migrated; however, the documents will be held on-premise; (c) the documents database will remain in Filestream and the number of files is greater than 10,000 for the purposes of incorporating metadata into the system; (d) all versions of the documents are included in the 10,000 file estimate above; (e) only metadata and not the actual documents will be migrated; (f) a .csv file will be provided that clearly states the field titles; some examples of these titles include: name, description, project name, permit number, case number, assigned staff name, date file opened, date file closed, and status; (g) the database of documents will not be migrated; (h) OGC is the only department with documents for this project.

2. Question: Time Tracking – How does the District currently track time? What level of detail (to the minute, second, etc.) would the District like to track?

Answer: Tracked hours are not used for most cases in the OGC department, but there are tracking systems that show the number of days spent on certain cases and "tickets", of the tracking that is done for the purposes of expense claims against other entities this is tallied by days.

3. Question: Go Live – Is there a desired “go live” date?

Answer: The District does not specify a date for “go live”; the implementation schedule should be proposed as part of RFP response.

4. Question: Section 3.4 Annual Rate specifies 16 District employees for the proposed solution. What level of access (read/write) do the employees require? Please confirm this is an exhaustive list of the number of employees who will require access to the proposed solution. Does this number include any applicable IT staff that will need to access the proposed solution?

Answer: There are 16 OGC staff and the rest of the up to 100 staff are manager and higher-level staff. If proposed, the other staff would potentially use a request portal for review of matters or contracts. IT staff will not need access; it is assumed that the provider will handle technical support.

5. Question: Please provide a breakdown of each department/practice group with number of employees accessing the proposed solution. Please identify any legacy documents by file type and total amount for each department/practice group.

Answer: There are 16 OGC staff and the rest of the up to 100 staff are manager and higher-level staff. The documents database will remain in Filestream and the number of files is greater than 10,000 for the purposes of incorporating metadata into the system. For the purposes of metadata migration, a .csv file will be provided that clearly states the field titles.

6. Question: Storage – Please identify the total amount of vendor hosted storage required.

Answer: For the purposes of metadata migration, a .csv file will be provided that clearly states the field titles. This .csv file is approximately 1 MB in size.

7. Question: Would it be possible to allow additional time for vendor response? One additional week from providing answers to the Q&A period would be helpful to the creation of the highest quality response.

Answer: The District has extended the opening date to August 29, 2023 at 2 PM prior to this addendum being posted.

8. Question: Would it be possible for the District to accept exceptions/conditions/assumptions after providing answers to this Q&A period? The responses to the Q&A period may generate additional exceptions/questions.

Answer: All questions and language changes were to be submitted by the respondents during the question and answer period. No additional questions, exceptions, conditions, or assumptions will be accepted at this time.

9. Question: Has the District seen demos of any products? If so, which products?

Answer: Some staff from the District has seen demos of five products. However, the evaluation committee has not seen or received information about any of these vendors. The product demos were presented by DoeLegal, Legal Suite, Repstor/Intapp, BusyLamp, United Lex, Clio, Practice Panther, Zola, and Arrow Consultants.

10. Question: Is there an identified budget for this project? If so, please identify the budget amount.

Answer: The District has budgeted \$71,400 for project.

11. Question: 3.6 Work Products Required – Please expand on integration to District specified backend database. What is the database? What sort of integration is required? What is the requested use case for the integration? What information needs to be transferred? Whether this is a one way or bi-directional integration? If one-way, from which direction?

Answer: The documents database will remain in Filestream, integration is up to the respondent to propose. The District will provide a .csv file that clearly states the field titles for integration.

- 12. Question: How many total named users will be using the software?**
Answer: There are 16 OGC staff and the rest of the up to 100 staff are manager and higher-level staff. If proposed, the other staff would potentially use a request portal for review of matters or contracts.
- 13. Question: When will answers to these questions be supplied?**
Answer: All questions and legal language changes will be answered via addenda that will be posted on Demandstar as well as the District's website watermatters.org
- 14. Question: Will all questions and answers from all vendors be shared?**
Answer: Yes, all questions vendors asked the District in regard to this RFP are shared to all vendors.
- 15. Question: Does the OGC wish to integrate with Filestream filegroup for document management? If so, what are the functional and technical requirements?**
Answer: The documents database will remain in Filestream, integration is up to the respondent to propose. The District will provide a .csv file that clearly states the field titles for integration.
- 16. Question: For cloud solutions does the City/County have a preferred cloud environment such AWS GovCloud or Microsoft Azure Government?**
Answer: The District prefers cloud based solutions and vendors such as Microsoft Azure and AWS are acceptable.
- 17. Question: Have you evaluated or viewed any other vendor's products? If yes, please provide details.**
Answer: Some staff from the District has seen demos of five products. However, the evaluation committee has not seen or received information about any of these vendors. The product demos were presented by DoeLegal, Legal Suite, Repstor/Intapp, BusyLamp, Clio, Practice Panther, Zola, and Arrow Consultants.
- 18. Question: Will preference be given to browser-based applications?**
Answer: Browser-based applications are acceptable.

19. Question: Are solutions that utilize VDI technology (Citrix, RDP, VMware View) acceptable?

Answer: Yes, VDI technology will be acceptable to be evaluated.

20. Question: Will any users be accessing the system via VPN? If yes, please provide technical requirements.

Answer: The District will not accept a VPN-based solution; a domain joined solution for on-premise is preferred.

21. Question: If planning on migrating data to the new system what sample data, record layouts, schema, ERD, etc. is available for analysis?

Answer: For the purposes of metadata migration, a .csv file will be provided that clearly states the field titles. Some examples of these titles include: name, description, project name, permit number, case number, assigned staff name, date file opened, date file closed, and status.

22. Question: What is the desired timeframe for implementation?

Answer: Per Attachment 2: Supplemental Information Questionnaire, Question 1 Item D, the implementation schedule should be proposed as part of RFP response.

23. Question: Will any consultant be assisting with product selection or implementation? If a consultant is involved please identify them. If assisting with the implementation, what systems have they had experience with in the past?

Answer: No consultants will be assisting with product selection.

24. Question: Page 13 item 3.6 mentions "Integration to District specified backend database". What is the backend database and what are the functional and technical requirements for integration?

Answer: The documents database will remain in Filestream and the associated metadata for migration and integration will be provided as a .csv file that clearly states the field titles. Some examples of these titles include: name, description, project name, permit number, case number, assigned staff name, date file opened, date file closed, and status.

25. Question: What other systems will be integrated into the new case management system? For each provide functional and technical requirements.

Answer: No other systems are planned to be integrated into the selected system.

26. Question: What is being used for file room/records management to track physical paper-based files? Is the desire to replace or integrate with it?

Answer: Any paper files will be scanned into electronic format if they need to be integrated into the database.

27. Question: Is legal hold functionality a requirement?

Answer: Legal hold functionality is not a requirement.

28. Question: Is there any intention or need to interface with or provide eBilling capabilities in the future for outside counsel submission of invoices?

Answer: tracked hours are not used for most cases in the OGC department, but please include tracking that shows the number of days spent on certain cases and "tickets" for the purposes of expense claims against other entities in the proposal response.

29. Question: Is SWFWMD intending to track internal legal time in the Matter Management application?

Answer: tracked hours are not used for most cases in the OGC department, but please include tracking that shows the number of days spent on certain cases and "tickets" for the purposes of expense claims against other entities in the proposal response.

30. Question: What functionality would you like to see in an Outlook add-in?

Answer: The proposed solution should provide an overview of all case information from a single dashboard, which will allow OGC staff to have a cohesive, uniform process that is able to link all contacts, documents, calendar events, notes, time entries, tasks, reports, and emails in a central location and be customizable to their needs. The proposal should detail any integration with Outlook to meet these requirements.

31. Question: For the migration, is the data structured?

Answer: A .csv file will be provided that clearly states the field titles (structured data). Some examples of these titles include: name, description, project name, permit number, case number, assigned staff name, date file opened, date file closed, and status. The documents in the database are unstructured data.

32. Question: What is the estimated timeframe when SWFLW would like to begin the system implementation?

Answer: Per Attachment 2: Supplemental Information Questionnaire Question 1 Item D, please propose as part of RFP response.

33. Question: Please describe how SWFWMD intends to use the matter intake process (for matter requests from other departments, outside counsel?)?

Answer: There are 16 OGC staff and the rest of the up to 100 staff are manager and higher-level staff. If proposed, the other staff would potentially use a request portal for review of matters or contracts. There are no plans at this time to allow outside counsel to request matters or contract review.

34. Question: Does the organization currently have an environment in AWS or Azure where we can install the product, but the server environment going forward is managed by your IT staff or via your third party hosting vendor selected by your organization, such as AWS or Azure? Or is the department only considering a vendor hosted and managed solution?

Answer: The District prefers cloud based solutions and hosts such as Microsoft Azure and AWS are acceptable. IT staff will not need access; it is assumed that the provider will handle technical support.

35. Question: Regarding RFP Section 1.17, we are offering a commercial off-the shelf solution that is available to the general public and conditions its offer on the acceptance of the company's standard commercial license and other terms for this product. If the company is the successful bidder, we are willing to negotiate additional or different terms or conditions to cover any specific requirements unique to this project that are within the scope of the company's products and services offerings. Is the District willing to accept our standard commercial terms for the offered product, subject to any terms the parties might negotiate?

Answer: Consistent with Section 1.17 of the RFP, the District declines to preemptively accept any terms as any negotiations between the District and a Respondent would occur upon award to such Respondent.

36. Question: Regarding the indemnity in RFP Section 1.18., the company's standard commercial terms for the offered product include indemnity obligations for each party. Is the District willing to delete the indemnity in Section 1.18 and accept (or negotiate) our standard commercial indemnities?

Answer: The District declines to alter Section 1.18 of the RFP at this time and refers all Respondents to the terms of that Section as stated. The District declines to preemptively accept any terms as any negotiations between the District and a Respondent would occur upon award to such Respondent.

37. Question: Regarding the right to terminate without cause in RFP Section 1.21, due to the subscription model for the offered product, this type of termination is not applicable. Is the District willing to delete Section 1.21 and accept (or negotiate) the company's standard commercial termination provisions?

Answer: The District declines to alter Section 1.21 of the RFP at this time and refers all Respondents to the terms of that Section as stated. The District declines to preemptively accept any terms as any negotiations between the District and a Respondent would occur upon award to such Respondent.

38. Question: Regarding the right to audit in RFP Section 1.12.1, the company accepts audit terms which are focused on confirming information related to fees, charges, and invoices. Accordingly, is the District willing to accept (or to negotiate) the following term: "The Company will maintain all generally required books, documents, papers, and other records, including electronic records, related to invoicing under the Agreement for a period of time as may be required by law or generally accepted good accounting principles. The District will, until three (3) years after final payment under the Agreement, be provided with reasonable access to and the right to examine all such books, documents, papers, and other records at a reasonably agreed to time and at the District's sole expense. Any such on-site examination will be conducted in a manner to mitigate disruption to the Company's business and shall be scheduled to take place during the Company's normal business hours, no more frequently than once per calendar year. The District's representatives shall be subject to and shall abide by the Company's security and safety policies and procedures while on-site, and written obligations of confidentiality. The Company will maintain appropriate records, accounting procedures, processes, systems, and controls reasonably sufficient to support its compliance with the Agreement and such records will be made

available to you upon reasonable written request to the same extent generally made available to all of our customers.”

Answer: The District declines to alter Section 1.12.1 of the RFP at this time and refers all Respondents to the terms of that Section as stated. The District declines to preemptively accept any terms as any negotiations between the District and a Respondent would occur upon award to such Respondent.

39. Question: Regarding compliance with the Florida Public Records Act as described in RFP Section 1.12.2, we understand and agree that the company it must comply with the terms of the Act and is willing to accept Section 1.12.2 to the extent it accurately represents such compliance. Is the District willing to negotiate Section 1.12.2 to the extent necessary to reflect accurately the District's and the Act's statutory obligations and procedures so that no additional or different obligations or requirements are imposed on the Company?

Answer: The District declines to alter Section 1.12.2 of the RFP at this time and refers all Respondents to the terms of that Section as stated. The District declines to preemptively accept any terms as any negotiations between the District and a Respondent would occur upon award to such Respondent.

40. Question: Regarding the withholding provisions in RFP Section 1.21, we are willing to cooperate with the District in expeditiously and effectively resolving any questions or disputes about fees, charges, or invoices, without the need for withholding, deductions, offset, retainage, or other unilateral remedies. Is the District willing to delete Section 1.21 in its entirety?

Answer: The District declines to alter Section 1.21 of the RFP at this time and refers all Respondents to the terms of that Section as stated.

41. Question: Regarding RFP Section 1.29, which allows other Florida agencies to purchase under the “the same terms and conditions” as the awarded contract, we can agree to this section with the understanding that pricing is not included in “the same terms and conditions” and will be negotiated separately with each purchaser. Does the District have the same understanding?

Answer: No. Please refer to the terms of Section 1.29 as stated.

42. Question: Regarding compliance with Section 448.095, Florida Statutes, in RFP Section 1.30, and any other representations or certifications made by the company in the RFP, West states that it makes all such representations or certifications on its own behalf and not on behalf of any third party, including without limitation, subcontractors, for example, in the second sentence of Section 1.30. The company states that it does not contemplate having any subcontractors for the commercial off-the-shelf product we are offering. Is the District willing to delete any references or flow downs to subcontractors in Section 1.30 and in the RFP generally?

Answer: The District declines to alter the terms of the RFP at this time as requested by this question.

43. Question: Regarding Part IV, Insurance Requirements, this provision is not applicable to the commercial off-the-shelf product we are offering. None of the company's personnel will be present on the District's premises. If we are the successful bidder, the company will obtain and maintain in full force and effect, with financially sound and reputable insurers having A.M. Best ratings of at least A- or better, the necessary insurance to cover our obligations under the awarded contract. Is the District willing to delete Part IV or to negotiate insurance provisions based on types and coverages of insurance that the company carries in relation to the offered product?

Answer: The District declines to alter Part IV, Insurance Requirements, of the RFP at this time and refers all Respondents to the terms of that Section as stated. The District declines to preemptively accept any terms as any negotiations between the District and a Respondent would occur upon award to such Respondent.

44. Question: Regarding Section 8 of the sample MNDAs in Attachment 1, the company is unable to accept a confidentiality obligation in perpetuity as this would require compliance monitoring for an indefinite period. Is the District willing to accept a confidentiality term of three (3) years after the date of expiration or termination of the contract?

Answer: The District declines to alter Section 8 of Attachment 1 to the RFP at this time and refers all Respondents to the terms of that Section as stated. The District declines to preemptively accept any terms as any negotiations between the District and a Respondent would occur upon award to such Respondent.

45. Question: Regarding RFP Attachment 3, Public Entity Crimes Statement, we can make this statement on behalf of the company; however, we cannot make the statement on behalf of any individual because we do not obtain this information from individuals based on our privacy policies. Most importantly, our proposal does not include consulting services or named personnel resources. Will the District accept the statement from the company with the understanding that the statement is limited to the company and does not cover any individual?

Answer: No. Please refer to Attachment 3, Public Entity Crimes Statement, of the RFP as stated.

46. Question: Regarding Attachment 5, Certification Regarding Drug-Free Workplace Requirements, the company complies with FAR 52.223-6, Drug Free Workplace. We can comply with Attachment 5 to the extent these terms are consistent with the FAR clause. Will the District accept the company's certification with the understanding that the certification is limited to the terms of the FAR clause?

Answer: No. Please refer to Attachment 5, Certification Regarding Drug-Free Workplace Requirements, of the RFP as stated.

47. Question: 1.21 – TERMINATION WITHOUT CAUSE. The Agreement may be terminated by the District without cause upon ten days written notice to the Respondent. Our legal counsel's advice is to set the number of days higher than 10 days. When we exceptionally accept this clause, as we are taking all the time needed with our prospects prior to signing with us to be sure the solution will fit their needs before signing with us. We suggest having 90 days pre advice.

Answer: The District declines to alter Section 1.21 of the RFP at this time and refers all Respondents to the terms of that Section as stated. The District declines to preemptively accept any terms as any negotiations between the District and a Respondent would occur upon award to such Respondent.

48. Question: **4.1 - Insurance / 4.1.5 The District and its employees, agents, and officers must be named as additional insured on the general liability policy to the extent of the District's interests arising from the contract. It is reasonably impossible to maintain a list of employees and other people on an insurance for a Software as a Service subscription due to 1/ low risk 2/ turn overs. We suggest removing this clause.**

Answer: The District declines to alter Sections 4.1 and 4.1.5 of the RFP at this time and refers all Respondents to the terms of that Section as stated. The District declines to preemptively accept any terms as any negotiations between the District and a Respondent would occur upon award to such Respondent.

49. Question: **ATTACHMENT 1 – SAMPLE MUTUAL NONDISCLOSURE AGREEMENT We suggest adding a duration of 5 years maximum. As we assume the information we should have access to is supposedly not highly sensitive.**

Answer: The District declines to alter Attachment 1 to the RFP at this time and refers all Respondents to the terms of that Section as stated. The District declines to preemptively accept any terms as any negotiations between the District and a Respondent would occur upon award to such Respondent.

Celeste Larisey
Procurement Specialist
cc: Project Manager

ACKNOWLEDGEMENT OF ADDENDUM #3

BY: _____ DATE

(TYPE/PRINT NAME AND TITLE)

COMPANY NAME

End of Addendum #3 for RFP 22-3970