



**Specifications for**  
**Statewide Contract (SWC) 396 – Legal Research Services**  
**State of Tennessee**  
**Department of General Services,**  
**Central Procurement Office (CPO)**

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The purpose of this solicitation is for the State of Tennessee to establish a Statewide Contract for online legal research services and solutions including but not limited to databases, libraries, federal and state case law, public records, etc. for all Authorized Users.

## **Section One: General Solicitation Information**

### **1.1 Definitions of Terms and Acronyms**

<b>Term/ Acronym</b>	<b>Definition</b>
<b>Authorized User</b>	Entities that are authorized to and who may purchase off of this Statewide Contract. This includes: all Tennessee State governmental entities, Tennessee local governmental entities, the board of trustees of the University of Tennessee system, the Tennessee Board of Regents system, or the State university boards; any private non-profit institutions of higher education chartered in Tennessee; and eligible Non-Profit Agencies per Tenn. Code Ann. § 33-2-1001
<b>Contractor</b>	Any successful Respondent to whom a Contract has been awarded by the Central Procurement Office (CPO).
<b>State Contract Administrator</b>	The State's point of contact for all questions, concerns, and management of the designated statewide contract.
<b>Respondent</b>	Any supplier, "bidder", or "proposer" that is a natural person or legal entity that has properly registered as required by the State and who responds to and submits a bid for the solicitation of this contract.
<b>SWC</b>	Statewide Contract

### **1.2 Contracting Approach**

SWC 396 – Legal Research Services will be awarded to one or more Respondent(s) that meet all requirements of the contract and solicitation. Respondent(s) must submit product and service descriptions and pricing for any and all services they provide in each category listed under Section 2.3 below. Respondent(s) are not required to propose pricing for every category in order to be considered for Contract Award.

The State will award separate contracts to each Respondent that meets the mandatory requirements of this ITB. After award of the contract, the State will seek quotes and issue purchase orders as described in this ITB.

### **1.3 Contract Manager**

The Contractor shall designate a contract manager for the contract. The contract manager will be a single point of contact for the State Contract Administrator. The contract manager is responsible for addressing contract issues and requests brought to them by the State Contract Administrator and resolving them in a timely manner. The contract manager shall have the authority and competence to address and correct

any issues related to the contract. The Contractor shall notify the State Contract Administrator in writing within three (3) business days of assigning a new contract manager.

#### **1.4 Escalation Tree**

An agreed upon escalation tree of employees and contact information shall be provided by the awarded Contractor within thirty (30) days after the contract award. This document shall include contact information to be used when either party has questions or concerns regarding the contract, specifically if an issue with the contract requires escalation. The “tree” shall include employee names, titles, phone numbers, and email addresses and shall be listed in ascending order by position. The document shall not be abused by either party to reach the highest-ranking employee with questions or issues that may be addressed by a lower position. Contact information shall be provided starting with the Contractor’s contract manager ending with a position that has high-level decision making power for the Contractor. The number of positions may differ for each Contractor.

### **Section Two: Pricing and Product/Service Specifications**

#### **2.1 General Pricing Structures**

Contractor(s) shall submit product and service descriptions, pricing, and units of measure on any and all services offered within the scope of this contract. Pricing worksheets may include a catalog or price list but shall specify the unit for each price listed and include any proposed annual variations for each year of the Term. Respondents shall provide flexible pricing arrangements to provide cost-effective and competitive pricing structures for the State’s needs. Examples of pricing structures that may be submitted for consideration are outlined below:

- Price Per User/Per Month (“PUPM”): Respondents may provide a service per user/per month. The State anticipates that most products and services will be submitted on this basis.
- Tiered Pricing: Respondents may offer a tiered pricing structure. E.g., tiered pricing offered for the number of licenses purchased. For tiered pricing structures, the price offered will be adjusted monthly. For example, if an agency chooses to add more licenses at a date later than their initial purchase; they will receive the pricing for the total number of combined purchased licenses on the following monthly invoice. Conversely, if an agency decreases licenses, they will move back down into the appropriate tier of pricing based on their total number of combined licenses on the following monthly invoice.

- **Percent Discount:** Respondents may provide the State with a percent discount for the number of services purchased on an agency by agency basis. For Percent Discount structures, Contractor(s) should provide percent discount pricing to Authorized Users on a rolling aggregate basis. If an agency chooses to add more services at a date later than their initial purchase, they will receive the pricing discount for the total number of combined services purchased on the following monthly invoice. Conversely, if an agency drops services, they will receive the appropriate pricing discount based on the total number of services purchased on the following monthly invoice.
- **Per Unit of Measurement:** Respondents may provide the State with a per-unit of measurement pricing. E.g., per-hit, per-search, or per-input pricing for transactional features. This pricing may also be proposed for add-ons or additional specific resources that Authorized Users can select from a list of features.
- **Customized Packages:** Respondents may propose customized package options if this would be a more cost-effective pricing option for the State. The Contractor shall specify what products and services will be made available with this option. Custom packages shall only consist of products and services already approved by the State and included in the Contractor's catalog/worksheet within the contract scope.

## **2.2 Master Service Agreements and Product Order Forms**

No terms and conditions are permitted other than as outlined in this Contract. See Extraneous Terms and Conditions in §8.5.

If a Respondent is legally required to obtain additional information from Authorized Users in order to provide the goods or services, through additional documentation such order forms or other agreements, all additional documentation must be submitted as part of the bid response for consideration. CPO reserves the option to negotiate additional documentation terms with Respondents. If such additional documentation is accepted by the State, and changes to these additional documents are required during the life of the Contract, then CPO must be notified at least ninety (90) days before the proposed forms are to be utilized to allow sufficient time to seek any requisite approvals and modify the contract accordingly. In no event should any additional documents include any exceptions or changes that:

- 1) Contradict any applicable State or federal law
- 2) Have been identified as a mandatory requirement in the ITB

In the event of a conflict between any of the specifications or terms and conditions in this State of Tennessee Contract and any other Respondent provided document, the specifications, terms, and conditions of SWC 396 will prevail and any other terms and conditions shall be subordinate.

### **2.3 Product and Service Requirements**

The following is a list of products and services currently provided to the State. Respondent(s) must submit pricing catalogs/worksheets for any and all of the services offered within the Scope of this Contract. Respondent(s) may propose pricing for additional products and services not listed that are within the scope of this Contract. Additional products and services proposed by the Contractor shall be only included at the State's sole option.

- Legal Resources
  - Full Jurisdictional
  - All Federal and State Case Law
  - Statutes and Regulations
  - Administrative Sources
  - Legislative Information State and Federal
  - National Briefs Pleadings and Motions
  - All Law Reviews
  - Analytical Source Material
  - Reviews, and Periodicals
  
- Current and Archived News
  - Local, National, and International Newspapers
  - Broadcast Transcripts from Major Television and Radio Networks
  - Wire Services
  - Magazines
  - Trade Journals
  
- Company and Financial
  - Company Profiles
  - Financial Filings
  
- Public Records
  - Real and Personal Property Records
  - Business and Person Locators
  - Civil and Criminal Court Filings
  - Criminal Records
  - Secretary of State Records

- Liens, Judgments, and UCC Filings
  - Jury, Judgment, and UCC Filings
  - Jury Verdicts and Settlements
  - Bankruptcy Filings
  - Professional Licenses
  - Intellectual Property Records Including Trademarks and Patents
- Other
- Correctional Facility All Primary Law (or equal)
  - Accurint Services (or equal)
  - CLEAR Services (or equal)
  - Concordance Services (or equal)
  - LAW PreDiscovery Services (or equal)
  - Revenue Discovery and Revenue Identity Subscriptions (or equal)

## 2.4 Additions to the Contract

SWC 396 Legal Research Services Special Terms and Conditions, §8.15. Additional Lines, Items, or Options shall be followed when any additions to the contract are considered.

## 2.5 Contractor Ability

Each Respondent will be required to demonstrate their ability to serve other state governments that are similar to the size, scope, and spend of SWC 396. Respondents must provide a minimum of three (3) comparable state contract templates or an analysis that includes the number of departments served in that state and the dollar amount of contract spend.

## 2.6 Offshore Resources Statement

All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest.

Access to State data shall be limited to US-based (onshore) resources only.

Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited.

Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.