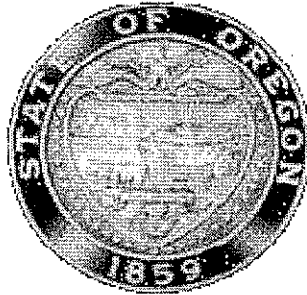


State of Oregon



COVER SHEET

**Department of Administrative Services
State Procurement Office
On Behalf of**

**DEPARTMENT OF CONSUMER
AND BUSINESS SERVICES**

ON-LINE LEGAL AND PUBLIC RECORDS RESEARCH SERVICE

**INVITATION TO BID (ITB)
ITB NUMBER 102-1614-09**

Date of Issue: June 1, 2010

Bid Due Date: June 16, 2010, Time: 2:00 PM (Pacific)

Issuing Office: DAS/State Procurement Office

Contact Name:	Denna M. Coleman
Address:	1225 Ferry Street SE U140
City, State, Zip:	Salem, OR 97301-4285
Phone (voice):	503-378-4684
Phone (fax):	503-373-1626
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SECTION A - SCHEDULE OF EVENTS

Event	Date	Time (Pacific Time)
Solicitation Release	June 1, 2010	See ORPIN System
Deadline for Clarifications / Questions	June 9, 2010	2:00 PM
Deadline for Protest of Solicitation	June 14, 2010	2:00 PM
Closing Date and Time for Submittals	June 16, 2010	2:00 PM
Posting of Notice of Intent to Award (approximate)		See ORPIN System
Protests of Award	7 days from Notice of Intent to Award	
Contract Execution (approximate)	June 30, 2010	See ORPIN System

SECTION B – GENERAL INFORMATION

B.1 SUMMARY OVERVIEW:

The State of Oregon ("State"), acting by and through its Department of Administrative Services, State Procurement Office, ("DAS SPO") on behalf of the Oregon Department of Consumer and Business Services ("Agency" or "DCBS") issues this Invitation to Bid ("ITB") for a comprehensive On-line Database Service for Legal Research, Legal Information, and Public Records Research for the Oregon Department of Consumer and Business Services.

The contract objective is to allow unlimited legal research and public records access for designated DCBS personnel. It is anticipated DCBS will require unlimited access to legal databases for approximately 70 individuals and unlimited public records access for approximately 30 individuals.

The contract resulting from this procurement, if any, is anticipated to start July 1, 2010. The initial term of the contract resulting from this ITB will be three (3) years. DAS SPO may renew the contract for successive terms at its option, in any time increment it desires, however the maximum term, including all renewals must not exceed eight (8) years.

The estimated total value derived from this ITB is approximately \$250,000 during the anticipated eight (8) year term.

B.2 PRE-BID CONFERENCE:

☒ **Not Applicable**

The purpose of this conference is to explain the ITB requirements and to answer any questions Offeror may have. Statements made at the pre-bid conference are not binding upon DAS SPO. Offeror is cautioned that the official ITB requirements will change only by written Addenda issued by DAS SPO as provided in subsection D.5.6.

B.3 ITB DEFINITIONS: For the purposes of this ITB, the following definitions will be used.

B.3.1 "Addendum" or "Addenda" means an addition or deletion of, a material change in, or clarification of, the ITB. Addendum or Addenda shall be labeled as such, issued by DAS SPO, and shall be made available to all interested Offerors as set forth in this ITB.

B.3.2 "Agency" or "DCBS" means the Oregon Department of Consumer and Business Services.

B.3.3 "Bid" means a response to an Invitation to Bid.

B.3.4 "Bidder" means a Person who submits a Bid in response to an Invitation to Bid. Bidder is used interchangeably with "Offeror".

B.3.5 "Closing" means the date and time on or before which all Offers must be submitted.

B.3.6 "Contract" means the contract for the Procurement of Supplies and Services formed by execution of the Contract for On-Line Legal and Public Records Research Services included in Attachment A.

B.3.7 "DAS SPO" means the State of Oregon acting by and through its Department of Administrative Services, State Procurement Office.

B.3.8 "Invitation to Bid" or "ITB" is defined in ORS 279B.005 and means all documents, whether attached or incorporated by reference, and any Addenda thereto, used for soliciting Bids in accordance with ORS 279B.

B.3.9 "Opening" means the date, time and place announced in the ITB for the public opening of Written sealed Offers.

B.3.10 "Offer" means Bid.

B.3.11 "Offeror" means Bidder.

B.3.12 "ORPIN" means the on-line electronic Oregon Procurement Information Network administered by the State Procurement Office, as further defined in OAR 125-246-0500.

B.3.13 "State" means the State of Oregon.

B.3.14 "Vendor" means Bidder.

B.4 SINGLE POINT OF CONTACT: All questions concerning the procurement process, requests for brand approval, change, clarification, protests, the award process, and any other questions that may arise must be directed to the person identified on the cover sheet of this ITB.

B.5 SUBSTANTIAL COMPLIANCE REQUIRED: DAS SPO will not consider Offers not in substantial compliance with ITB requirements, and Offerors cannot supplement such Offers by delivering submissions after Closing. However, DAS SPO may waive minor informalities and irregularities, and may seek clarification from Offerors of any response that, in its sole discretion, it deems necessary or advisable.

B.6 ORPIN SYSTEM:

B.6.1 ITB, including all Addendum and attachments, are posted on the Oregon Procurement Information Network (ORPIN System) as part of the solicitation document and will not be mailed to prospective Offerors. Offerors without access to the ORPIN System may download copies at DAS SPO, 1225 Ferry St. SE – U140, Salem, Oregon. Offerors may also order hard copies from the DAS SPO for a fee by contacting the Single Point of Contact.

B.6.2 ATTACHMENTS: If an Exhibit, Attachment or Addendum is used that cannot be viewed or downloaded through the ORPIN System, the solicitation will include instructions on how to obtain these documents.

B.6.3 ORPIN SYSTEM USAGE: Offerors unfamiliar with the ORPIN System may contact DAS SPO at 1225 Ferry St. SE - U140, Salem, OR 97301-4285; telephone number (503) 378-4642.

B.6.4 ORPIN SYSTEM REGISTRATION INFORMATION: Offerors are responsible for ensuring that their registration information is current and correct. DAS SPO accepts no responsibility for missing or incorrect information contained in the supplier's registration information in the ORPIN System.

SECTION C – SOLICITATION PROCESS

C.1 PROCUREMENT AUTHORITY: DAS SPO is conducting this ITB pursuant to its authority under OAR 125-246-0170(3).

C.1.1 PROCUREMENT METHOD: DAS SPO intends to use the competitive sealed bidding method, pursuant to ORS 279B.055 and OAR 125-247-0255.

C.2 REJECTION OF OFFERS: DAS SPO reserves the right to reject any or all Offers in-whole or in-part, and reserves the right to cancel this ITB at anytime when the rejection or cancellation is in the best interest of the State as determined by DAS SPO. DAS SPO is not liable to any Proposer for any loss or expense caused by or resulting from the rejection or cancellation of this solicitation and/or award. All Bids will become a part of the public file without obligation by DAS SPO except as required by administrative rule or statute.

SECTION D – INSTRUCTION TO OFFERORS

D.1 OFFERS ARE FIRM OFFERS: Any Offer submitted in response to this ITB constitutes a firm Offer by the Offeror. Any Offer received may result in a Contract where the Offeror is bound by the terms and conditions set forth in this ITB. A resulting Contract is enforceable for the period stated in the Contract and notwithstanding ORS 72.2050, obligations hereunder are not revocable by the Contractor. See ORS 279B.140.

D.1.1 OFFER SUBMISSION ADDRESS AND CLOSING: Offeror must submit a sealed Offer to DAS SPO prior to the Closing date and Time specified on the cover page of the ITB, or as amended by Addenda, at the office of DAS SPO in the General Services Bldg. at 1225 Ferry St. SE U140, Salem, Oregon 97301-4285. It is optional for Offerors to attend Closing. Offers will be opened at the same address at the time of Closing. Only Offerors' names and addresses will be read at the Opening. Award decisions will not be made at the time of Opening.

D.2 METHOD OF BIDDING: Bidders shall submit pricing for Bid items 1, 2 and 4 as listed in Section K, and shall list in Bid Item 3 all additional databases, features and services included in the monthly charge per user stated in Bid item 1. If the Bid item(s) state "Optional", then Bidder is only required to submit pricing for those optional items to be offered under any resulting Contract.

D.2.1 Bidders must submit all required pricing information as requested in Section K of the ITB or the Bid may be rejected.

D.2.2 Bidder shall bid in US Funds, NO MORE THAN TWO (2) DIGITS TO THE RIGHT of the decimal point, no exception.

D.3 OFFER SUBMISSION REQUIREMENTS: The information listed below shall be included in Offer submission, and Section I shall be SIGNED BY OFFEROR'S AUTHORIZED REPRESENTATIVE.

Section F: Responsibility Inquiry and Contractor References

Section G: Recycled Products Certification

Section H: Residency Information

Section I: Offeror Signature and Certification

Section J: Pricing

D.3.1 NUMBER OF COPIES; SIGNATURE REQUIRED: Bidders shall submit a total of one (1) copy of the Offer. AT LEAST ONE COPY SUBMITTED BY OFFEROR MUST BEAR AN ORIGINAL INK SIGNATURE OR THE OFFER WILL BE REJECTED.

D.3.2 SEALED ENVELOPE; ADDRESS AND COVER INFORMATION: Offers must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Name of Offeror
ITB Number
Closing Date and Time

Offeror is solely responsible for ensuring that its Offer is received by DAS SPO in accordance with the solicitation requirements, before the Closing Date and Time, and the place specified on the cover sheet of this ITB. DAS SPO shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Proposal deliveries made to another location other than to the address identified on the cover letter of this ITB will be considered non-responsive unless re-delivery is made to the address identified on the cover sheet of this ITB before the Closing Date and Time. **Offers may NOT be submitted by facsimile.**

D.3.3 PROOF OF INSURANCE: The apparent successful Offeror shall provide all required proofs of insurance to DAS SPO within ten (10) calendar days of notification of intent to award. DAS SPO may reject the Offer if the apparent successful Offeror fails to present the required documents within the ten (10) calendar-day period. Offerors are encouraged to consult their insurance agent(s) prior to Offer submission about the insurance requirements contained in the ITB.

All Offers and copies must be complete in all respects, including necessary signatures, certifications, documentation, responses on pricing and Specifications pages, and any other required information. All necessary attachments (e.g., residency statement, references, descriptive literature, manufacturers' warranties, licenses, etc.) must be submitted with the Offer in the required format.

D.4 OFFER FORMAT:

D.4.1 SIGNATURE REQUIRED; OFFEROR AFFIRMATIONS: All Offer documents requiring signature must be signed in ink by an authorized representative of the Offeror. Offeror is required to sign Section I of the ITB.

D.4.2 IN WRITING: Offerors must prepare all Offers including pricing information by word processor, typewriter or in ink. DAS SPO will not accept oral, telephone, e-mail or facsimile Offers.

D.4.3 FORMS TO BE USED: Offerors must submit all required information on the forms specified in this ITB. Any information Offeror submits that is not required to be included on forms prescribed by DAS SPO shall be formatted in the manner called for in the ITB and submitted on Offeror's letterhead.

D.5 METHODS OF SEEKING CLARIFICATIONS AND MODIFICATIONS TO ITB PROVISIONS:

D.5.1 METHOD OF SUBMITTING REQUESTS FOR MODIFICATION OF ITB PROVISIONS: Offerors may seek modifications to provisions of this ITB through (a) requests for clarification; (b) requests for changes to contractual terms or Specifications; or (c) protest of contractual terms or Specifications. Any Offeror that fails to follow one of the procedures below and submits non-approved alternate brands of goods where approval is required, or that takes exception to the Specifications or contractual terms of the ITB may be deemed non-responsive and their Offer may be rejected.

Offerors must mark envelopes containing requests for clarification, requests for change, and Bid protests as follows:

Bid Request for Clarification , Request for Change or Protest
ITB Number
Bid Closing Date and Time

DAS SPO must receive the request by the time and date specified in Section A, Schedule of Events. Unless this specific deadline is extended by subsequent Addendum, DAS SPO will not consider requests for clarification, requests for change, or protests pertaining to provisions contained in the originally-issued ITB after the date specified herein.

D.5.2 REQUEST FOR CLARIFICATION: Any Offeror needing clarification of any provision of this ITB may make a request for clarification in writing, to the contact point listed in section B.4 "SINGLE POINT OF CONTACT". To be considered, DAS SPO must receive the request by the deadline specified in Section A, Schedule of Events.

D.5.3 REQUEST FOR CHANGES TO CONTRACT TERMS OR SPECIFICATIONS: Any Offeror may submit a request for changes to the Contract terms or Specifications, in writing, to the contact point listed in section B.4 "SINGLE POINT OF CONTACT". To be considered, DAS SPO must receive the request for changes by the deadline specified in Section A, Schedule of Events. Offeror must include in the request the reason for requested changes, supported by factual documentation, and any proposed changes.

D.5.3.1 If any omitted specification results in ambiguity as to material characteristics of the goods or service, and inclusion is necessary to enable a reasonable person in the particular industry to properly identify such characteristics, an Offeror shall seek a formal request for change to the specification, as set forth in section D.5.4. Failure to make such a request is at Offeror's risk, and the Offeror awarded a Contract shall be required to provide goods or service meeting the Agency's needs with regard to any omitted specification for which change should reasonably have been sought.

D.5.4 PROTEST OF CONTRACT TERMS OR SPECIFICATIONS: Any Offeror who believes that any Contract term(s) or Specification(s) are unnecessarily restrictive or limit competition may submit a protest, in writing, to the contact point listed in section B.4 "SINGLE POINT OF CONTACT." To be considered, DAS SPO must receive the protest by the deadline specified in Section A, Schedule of Events. Offeror must include in the protest the legal and factual grounds for the protest, a description of the resulting prejudice to the Offeror if the protest is not granted, and any proposed changes to the Contract terms or Specifications.

D.5.5 RESPONSE TO REQUESTS FOR CLARIFICATION: CLARIFICATIONS, WHETHER VERBAL, IN WRITING, OR INCLUDED IN AN ADDENDUM AS A "CLARIFICATION," DO NOT CHANGE SPECIFICATIONS, CONTRACTUAL TERMS, OR PROCUREMENT REQUIREMENTS OF AN ITB. IF A REQUEST FOR CLARIFICATION RAISES AN ISSUE THAT DAS SPO DETERMINES SHOULD BE CHANGED, DAS SPO SHALL AMEND THE ITB, AND ANNOUNCE SUCH A CHANGE IN AN ADDENDUM.

D.5.6 RESPONSE TO REQUESTS FOR CHANGE AND PROTESTS: DAS SPO will promptly respond to each properly-submitted request for change, and protest. Where appropriate, DAS SPO will issue ITB revisions via Addenda posted on ORPIN. DAS SPO may also informally respond to Offeror questions. HOWEVER, INFORMAL RESPONSES DO NOT AFFECT THE PROVISIONS OF THE ITB. SPECIFICATIONS, CONTRACTUAL TERMS, AND PROCUREMENT REQUIREMENTS OF THE ITB CAN ONLY BE CHANGED VIA FORMAL ADDENDA ISSUED BY DAS SPO AND POSTED ON ORPIN.

D.6 RESERVED

D.7 RESERVED

D.8 PROTEST OF ADDENDA: DAS SPO must receive requests for clarification, requests for change, and protests of Addenda provisions by the date and time specified in the Addendum, or DAS SPO may not consider them. DAS SPO will not consider requests or protests of matters not added or modified by the Addendum.

D.9 OFFER MODIFICATION: The person signing the Offer must initial in ink each individual alteration and erasure made before Offer submission. Offerors may, in writing, modify Offers, once submitted, before Closing. Offeror shall prepare modifications on Offeror's letterhead. Each Offer modification document must be signed by an authorized representative and state that the modifications amend and supersede the identified portions of the Offer. DAS SPO will reject any Offer that fails to comply with the provisions of this paragraph or OAR 125-247-0440.

D.9.1 Offerors must submit modifications in a sealed envelope marked as follows:

Bid Modification
ITB Number
Bid Closing Date and Time

D.9.2 OFFERORS MAY NOT MODIFY OFFERS AFTER CLOSING.

D.10 OFFER WITHDRAWALS:

D.10.1 IN WRITING: Offerors may withdraw Offers before Closing. Offer withdrawals must be submitted in writing on Offeror's letterhead, signed by an authorized representative, and received by DAS SPO prior to Closing. Offer withdrawals must be labeled as such and contain the ITB number.

D.10.2 IN PERSON: Offers may also be withdrawn in person before Closing if Offeror's representative presents appropriate identification and evidence of authorization to act for Offeror. DAS SPO may require that the Offeror's representative sign appropriate documentation to confirm withdrawal.

D.11 JOINT VENTURES/PARTNERSHIPS: When an Offeror is a partnership or joint venture, Offeror shall supply, with Offer submission, the name of the contact person for the partnership or joint venture. Prior to award, joint ventures and partnerships submitting Offers must provide a copy of the joint venture agreement or partnership agreement evidencing authority to Offer and to enter into the resulting Contract that may be awarded, together with corporate resolutions (if applicable) evidencing corporate authority to participate as a joint venturer or partner. Such Offeror must also designate a contact person for purposes of receiving all notices and communications under the resulting Contract, if any. All partners and joint venturers will be required to sign the awarded Contract.

D.12 TRADE SECRETS: Any information Offeror submits in response to the ITB that Offeror considers a trade secret under ORS 192.501(2) or confidential proprietary information, and that Offeror wishes to protect from public disclosure, must be clearly labeled with the following: *"This information constitutes a trade secret under ORS 192.501(2) or confidential proprietary information, and is not to be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."* Bidders are cautioned that the entire bid or price information submitted in response to an ITB is generally not considered a trade secret under the Oregon Public Records Law. Further, information submitted by Offeror that is already in the public domain is not protected. Bidders must label the specific bid pages that are considered a trade secret. The State shall not be liable for disclosure or release of information submitted by Offeror when such release is authorized or required by law, or is pursuant to a court or administrative order. The State is immune from liability for disclosure or release of information submitted by Offeror under the circumstances set out in ORS 646.473(3).

SECTION E – EVALUATION CRITERIA

E.1 METHOD OF AWARD: DAS SPO shall award the Contract to the responsible Offeror submitting the lowest responsive Bid, based upon the following method of calculation:

E.1.1 To be considered for award, Bidders must fill in the unit price, as directed in Section K, for each year listed in Section K - Pricing. For award purposes, unit prices for Bid Items 1.3 and 2.4 shall be averaged for a sub-total for each Bid Item. The Bid Item sub-totals will then be added together for a final bid price. Prices are all inclusive of the requirements as outlined in Section J - Specifications. All Bid prices shall remain firm for the term of the Contract, including any extensions thereof.

E.1.2 The Additional Capabilities listed in Bid Item #3 and the "Optional item(s)" listed in Bid Item #4 will not be used in the method of award.

E.2 OFFER EVALUATION CRITERIA: DAS SPO will evaluate Offers to identify the lowest responsive Offer submitted by a responsible Offeror and not otherwise disqualified. (Refer to ORS 279B.100) Adjustments made to account for reciprocal preferences and percentage of recycled materials incorporated into the Goods will be for Offer evaluation purposes only. (Refer to Section E.2.4 and E.2.5) No such adjustments shall operate to amend Offeror's Offer or any Contract awarded pursuant thereto.

E.2.1 RESPONSIVENESS: To be considered responsive, the Offer must substantially comply with all requirements of the ITB and all prescribed public solicitation procedures. In making such evaluation, DAS SPO may waive minor formalities and irregularities. (See OAR 125-247-0470)

E.2.2 RESPONSIBILITY: Prior to award of a Contract, DAS SPO will evaluate whether the apparent successful Offeror meets the applicable standards of responsibility identified in OAR 125-247-0500. In doing so, DAS SPO may investigate Offeror and request information in addition to that already required in the ITB, when DAS SPO, in its sole discretion, considers it necessary or advisable.

E.2.3 DISCOUNTS: Offeror may offer cash or term discounts, or both, if accepted by DAS SPO, such discounts will be binding upon Offeror in the event Offeror is awarded a Contract. However, such discounts will not be considered for award purposes unless specified in this ITB.

E.2.4 RECIPROCAL PREFERENCE: For Offer evaluation purposes only, DAS SPO will add a percentage increase to each out-of-state Offeror's Offer price which is equal to the percentage preference, if any, given to resident Offerors of the Offeror's state. For example, if the Offeror is from a state that grants a 10 percent preference to local Bidders, DAS SPO will add 10 percent to that Offeror's Offer price. (See ORS 279A.120)

E.2.5 RECYCLED MATERIAL: For Offer evaluation purposes only, DAS SPO will deduct from the Bid price an amount equivalent to the dollar value of the percentage of the Goods offered by Offeror constituting recycled paper and non-paper products, up to a maximum of twelve percent (12%) of the Bid price for recycled paper products, and up to a maximum of five percent (5%) of the Bid price for recycled non-paper products.

E.3 PROCESSING OF OFFERS: Neither the release of a Bid bond, the return of an Offer, nor acknowledgment that the selection process is complete (whether by posting of a Bid tabulation sheet, issuance of notice of intent to award, or otherwise), shall operate as a representation by DAS SPO that any Bid submitted was complete, sufficient, lawful in any respect, or otherwise in substantial compliance with the ITB requirements.

E.4 INTENT-TO-AWARD ANNOUNCEMENT: DAS SPO may announce its intent to award prior to formal Contract award by posting the tabulation sheet of Bid results on the ORPIN System, or by letter or fax ("Intent-to-Award Announcement"). The Intent-to-Award Announcement shall serve as notice to all Bidders that DAS SPO intends to make an award.

E.5 PROTEST OF INTENT TO AWARD: Adversely affected or aggrieved Bidders shall have seven (7) calendar days from the date of the Intent-to-Award Announcement within which to file a written protest. DAS SPO will not consider protests submitted after that date. Protests must specify the grounds upon which the protest is based (Refer to OAR ORS 279B.410, ORS 279B.415 and OAR 125-247-0740)

E.6 RESPONSE TO INTENT-TO-AWARD PROTESTS: DAS SPO will respond in writing to intent-to-award protests properly submitted by adversely affected or aggrieved Offerors. DAS SPO may also respond to protests submitted by other Offerors for purposes of clarification. However, any response provided by DAS SPO is not intended to, and shall not in and of itself constitute, confirmation that the Offeror is, in fact, adversely affected or aggrieved, and therefore entitled to protest an intent to award or that the protest was timely or correctly filed.

E.7 AWARD: After expiration of the seven (7) calendar-day file review and Intent-to-Award Announcement protest period, and resolution of all properly-submitted protests, DAS SPO will proceed with final award. (If DAS SPO receives only one Bid, DAS SPO may dispense with the intent-to-award protest period and proceed with award of the Contract.)

E.8 BID RESULTS: After awards are completed, Offerors may download a tabulation of Bid results from the ORPIN system. Alternatively, Offerors may submit a written request to DAS SPO for a paper copy of the tabulation for a fee.

E.9 REVIEW OF AWARDED BID FILES: Most information contained in Bid files are public records and available for review at the DAS SPO office by appointment.

SECTION F – RESPONSIBILITY INQUIRY AND CONTRACTOR REFERENCES
(OFFEROR MUST COMPLETE AND RETURN WITH OFFER)

F.1 RESPONSIBILITY NOTIFICATION: SPO reserves the right, pursuant to OAR 125-247-0500, to investigate and evaluate, at any time prior to award and execution of the Contract, the apparent successful Offeror's responsibility to perform the Contract. Offeror's submission of a signed Offer shall constitute Offeror's authorization for SPO to obtain, and Offeror's agreement to produce for SPO's review and copying, any information SPO deems necessary to conduct the evaluation. The SPO shall notify the apparent successful Offeror, in writing, of any other documentation required, which may include, but is not limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; credit information; materials/equipment/inventory; facility and personnel information; record of contract performance; etc. SPO may reject an Offer if Offeror fails to promptly provide this information. SPO may postpone the award of the Contract in order to complete its investigation and evaluation. Failure of the Offeror to demonstrate Responsibility, as required under OAR 125-247-0500, shall render the Offeror non-responsible and shall constitute grounds for Offer Rejection.

F.2 OFFEROR'S COMPANY INFORMATION:

Company Name: _____

Company Business Mailing Address: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

F.2.1 NUMBER OF YEARS IN BUSINESS SELLING THE PRODUCTS AND PROVIDING THE SERVICES MADE THE SUBJECT OF THIS ITB: _____

F.2.2 WITHIN THE PAST FIVE (5) YEARS, HAS BIDDER HAD ANY LAWSUITS FILED AGAINST IT INVOLVING CONTRACT DISPUTES? YES / NO. IF "YES," INDICATE DATES AND ULTIMATE RESOLUTION OF SUIT. (WITH REGARD TO JUDGMENTS, INCLUDE JURISDICTION AND DATE OF FINAL JUDGMENT OR DISMISSAL).

(USE SEPARATE SHEET IF ADDITIONAL SPACE NEEDED)

F.2.3 WITHIN THE PAST 24 MONTHS, HAS BIDDER FILED A BANKRUPTCY ACTION, FILED FOR REORGANIZATION, MADE A GENERAL ASSIGNMENT OF ASSETS FOR THE BENEFIT OF CREDITORS, OR HAD AN ACTION FOR INSOLVENCY INSTITUTED AGAINST IT? YES / NO. IF "YES," SUPPLY FILING DATES, JURISDICTIONS, TYPE OF ACTION, ULTIMATE RESOLUTION, AND DATES OF JUDGMENT OR DISMISSAL, IF APPLICABLE.

(USE SEPARATE SHEET IF ADDITIONAL SPACE NEEDED)

F.2.4 WITHIN THE PAST 24 MONTHS, HAS BIDDER HAD ANY LAWSUITS FILED AGAINST IT BY CREDITORS? YES / NO. IF "YES," INDICATE DATES AND ULTIMATE RESOLUTION OF SUIT (WITH REGARD TO JUDGMENTS, INCLUDE JURISDICTION AND DATE OF FINAL JUDGMENT OR DISMISSAL).

(USE SEPARATE SHEET IF ADDITIONAL SPACE NEEDED)

F.3 OFFEROR REFERENCES: Offerors shall provide three (3) references from current and former private business and government body customers. These references must be supportive of the Offeror's ability to comply with the requirements of this ITB. No more than one reference will be accepted from any one business entity or government body. Offerors must complete Section F.6.7 through F.6.9 and return it with their Offers. Failure to provide complete and/or accurate information may be cause for Offer rejection.

OFFERORS NOTE: Offerors may not use State of Oregon agencies or their employees as references.

F.3.1 Offerors must provide customer references who can be contacted regarding the quality of workmanship and service provided to current and past customers.

F.3.2 The State reserves the right to investigate any customer references, whether or not furnished by the Offeror, and past performance of any Offeror in respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a product or service on schedule, and its lawful payment of suppliers, subcontractors, and employees.

F.3.3 DAS DPO may postpone the award or execution of the Contract after the announcement of the apparent successful Offeror in order to complete its investigation. State Procurement Office may reject a Offer if, in the opinion of State Procurement Office, overall references responses indicate that the Bidder is not responsible, as determined under OAR 125-247-0640(1)(c)(F).

F.3.4 The State will make reasonable efforts, as described in this Section, to contact each of the references provided by the Offeror. If the State is unable to contact any of the references, the Offeror will receive zero points for each reference the State is unable to reach. The State will make up to three (3) attempts to reach a reference.

F.3.5 Each reference contacted will be asked the same questions regarding products and Services, including but not limited to (1) quality of products and Services; (2) delivery; (3) responsiveness to reported problems, including orders and billing; (4) how well the Contractor met the terms of the contract; and (5) whether the reference would choose to purchase from the Contractor again. For the first four areas, the reference will be asked to rate Offeror's performance on a scale of 1 to 5. On those areas (1) through (4), 5 points will be awarded for a response of "very satisfied"; 4 points will be awarded for a response of "satisfied"; 3 points for "adequate", 2 points for "marginal", and no points for anything less. For the last area, no points will be added, however, a negative response may result in a deduction of five points.

F.3.6 Only Offerors with a total score of 13 or more from each reference will be eligible for consideration; if an Offeror receives fewer than 13 points from any reference, that Offeror will be deemed non-responsive and its Offer may be rejected.

F.3.7 The list of three (3) different references shall include the following information:

Agency/Company Name: _____

Name of Contact Person: _____

Title of Contact Person: _____

Telephone Number for Contact Person: _____

Fax number for Contact Person: _____

E-mail for Contact Person: _____

SECTION G - RECYCLED PRODUCTS CERTIFICATION
(OFFEROR MUST COMPLETE AND RETURN WITH OFFER)

Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the Contract and of the contract Work set forth in this document.

ORS 279A.010(1)(ii) states: "Recycled product" means all materials, goods and supplies, not less than 50 percent of the total weight of which consists of secondary and post-consumer waste with not less than 10 percent of total weight consisting of post-consumer waste. 'Recycled product' also includes any product that could have been disposed of as a solid waste, having completed its life cycle as a consumer item, but otherwise is refurbished for reuse without substantial alteration of the product's form."

ORS 279A.010(1)(u) states: "Post-consumer waste" means a finished material which would normally be disposed of as solid waste, having completed its life cycle as a consumer item. 'Post-consumer waste' does not include manufacturing waste."

ORS 279A.010(1)(jj) states: "Secondary waste materials" means fragments of products of finished products of a manufacturing process which has converted a virgin resource into a commodity of real economic value, and includes post-consumer waste, but does not include excess virgin resources of the manufacturing process. For paper, 'secondary waste materials' does not include fibrous waste generated during the manufacturing process such as fibers recovered from waste water or trimmings of paper machine rolls, mill broke, wood slabs, chips, sawdust, or other wood residue from a manufacturing process."

ORS 279A.010(1)(hh) states: "Recycled PETE product" means a product containing post-consumer polyethylene terephthalate material."

By my signature in **Section I**, I, the undersigned duly authorized representative of the Offeror, hereby affirm that Offeror will comply with the above recycled products provision.

SECTION H - RESIDENCY INFORMATION

(OFFEROR MUST COMPLETE AND RETURN WITH OFFER)

ORS 279A.120(1)(b) states: "Resident Bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid/proposal, has a business address in this state and has stated in the bid/proposal whether the bidder is a "Resident Bidder."

ORS 279.120(1)(a) states: "Non-resident Bidder" means a bidder who is not a "Resident Bidder" as defined above.

a. Check one: Offeror is a ☐ Resident Bidder ☐ Non-resident Bidder.

b. If a Resident Bidder, enter your Oregon business address:

c. If a Non-resident Bidder, enter state of residency: _____

SECTION I – OFFEROR SIGNATURE AND CERTIFICATION
(OFFEROR MUST COMPLETE AND RETURN WITH OFFER)

By my signature at the end of this Section I, I hereby submit a binding Offer and agree to the following terms and conditions

- A. Offeror has completely read, understands, and agrees to comply with all the provisions of this ITB.
- B. The Offer submitted is in response to the specific language contained in this ITB, and Offeror has made no assumptions based upon either (a) verbal or written statements not contained in the ITB, or (b) any previously-issued ITB, if any.
- C. The Offer was prepared independently from all other Offerors, and without collusion, fraud, or other dishonesty.
- D. Offeror based upon, resulting from, or related to, Offeror's failure to comprehend all requirements of this ITB.
- E. The State shall not be liable for any expenses incurred by Offeror in preparing and submitting its Offer or in participating in the Offer evaluation/selection process.
- F. Offeror acknowledges receipt of any and all Addendum to this ITB.
- F. Offeror accepts and agrees to be bound by the terms and conditions of the attached Contract, and as modified by Addendum, and agrees to provide all goods or services ordered by Authorized Purchasers.

Business Name: _____

Business Address: _____

Authorized Representative (Type or Print): _____

Authorized Representative's Signature: _____

Authorized Representative's Title: _____

Telephone Number: (____) _____ **Fax Number:** (____) _____

E-mail Address: _____

SECTION J - SPECIFICATIONS

A. LEGAL DATABASES:

The Legal Databases must have the capabilities to access and search the following information:

1. Legal Research – Oregon
 - a. All Case Law, including Supreme Court and Court of Appeals decisions
 - b. Statutory History from 1991 through current
 - c. Van Natta Decisions: Offeror shall make Van Natta decisions available through their website within 48 hours of the decision's availability on the Workers' Compensation Board site.
 - d. Annotated Statutes (including former versions of statute and legislative history) from 1991 through current
 - e. Administrative Rules (including former versions of the rule)
 - f. Oregon Attorney General Opinions from 1920 through current
2. Legal Research – Federal
 - a. Case Law – all reported decisions from the US Supreme Court, US Court of Appeals, US District Courts and US Bankruptcy Courts
 - b. Statutes – United States Code from 1992 through current
 - c. Code of Federal Regulations from 1981 through current
3. Legal Research – Other States
 - a. Case Law – all states' appellate court decisions
 - b. Review of Statutes
 - c. Comparison of Statutes with Oregon Law
4. Legal Research – Other
 - a. Securities Treatises
 - b. Insurance Treatises
 - c. American Law Reports (ALR)
 - d. American Jurisprudence 2d (AmJur)
 - e. Matthew Bender Analytical Content
 - f. Oregon Reports Citations
 - g. Regional Reporter Citations
 - h. Workers' Compensation Board Orders from Oregon and other states, as available, from 1920 through current
 - i. The ability to "Shepardize" cases, or to verify that the law is still valid, any history of the case and whether the case has been cited in subsequent cases and how. The cite-checking feature must report cases from all mandatory databases within 10 days of the court publication of the cases.
 - j. Ability to have search results that provide case summaries.
 - k. Ability to save searches, cut and paste into external documents, on-line and off-line printing, and e-mail results.
 - l. Ability to find resources by citation. Must be able to search for terms or portions of terms within sentences, paragraphs, or within a certain number of words.

B. PUBLIC RECORDS/OTHER DATABASES:

The Public Records/Other Databases must have the capabilities to access the following state and federal public records information for all fifty states and all federal jurisdictions in the United States:

1. Search for location for neighbors, associates, possible relatives of the target of the investigation.
2. Track down telephone numbers which are published or unpublished (i.e. cell phone numbers and non-directory assistance records).
3. Visual link (link analysis) to be able to visualize relationships between individuals and real property and vehicles, etc.
4. Advanced searches when only limited or incomplete data is available.
5. Uncover assets (i.e. business, vehicles, boats, recreation vehicles, homes, etc.).
6. Criminal history information
7. Search public record court databases for states in and outside of Oregon
8. Search driver/motor vehicle records for states outside of Oregon
9. Search corporate names throughout the United States and link individuals to businesses, which includes business addresses, telephone numbers and possible dates of employment.
10. Judgment and recorded liens information
11. UCC liens
12. Current and previous address information
13. Other household members at the same address
14. Name variations, including but not limited to, other names, former names, and spelling variations used by subject
15. Bankruptcy information
16. Vital records information – birth, death, marriage, etc.
17. SSN issues, including but not limited to state and date of issuance, multiple SSN's used by the subject, mismatch between birthdate and date of issuance, SSN's being used by multiple individuals
18. Ability to identify and exclude information covered by the Fair Credit Reporting Act (FCRA)
19. Ability to have results that provide summaries.
20. Ability to save searches, print and e-mail results.
21. Ability to find resources by party name.

C. TRAINING:

The Offeror must provide all DCBS employees who use the Services with the necessary training and materials to effectively use the system. All training courses and materials should be by user type and include training on all the business and system functions that a given user group type will need to know to successfully perform their duties. The successful contractor will provide on-site training at initial installation, subsequent upgrades, and as requested by DCBS. The costs of all training services must be included in an Offeror's fixed monthly rate. Contractor will provide such training classes at DCBS' request within six weeks of receiving such a request.

D. SUPPORT SERVICES:

The Offeror must provide telephone support for technical helpdesk phone support for connection and infrastructure troubleshooting for DCBS's information technology staff and telephone helpdesk support for end users as needed. An Offeror should explain its support capabilities and availability. At a minimum, telephone support must be available through a toll free number, seven days per week from 6:00 am to 10:00 pm Pacific Time. The cost of all support services are to be included in an Offeror's fixed monthly rate as set forth in Section K.

E. DESIRED FEATURES:

DCBS prefers that in the event that desirable services are not included as part of the basic unlimited access flat rate, that the individual desirable features and functions be provided on an unlimited access flat rate per month basis.

1. Ability to search newspapers, periodicals and other publications.

F. TECHNICAL REQUIREMENTS:

a. Technical Connection.

The Services must be accessible through Agency's standard internet connection, using a standard web browser, such that it provides reliability and speed of access equal to or better than a dedicated data line. The Services website must be compatible with browsers using World Wide Web Consortium (W3C) standards, as updated from time to time, such as Internet Explorer v 6.0 or higher. The Services must use a secure socket layer environment and password protection.

b. Compatibility.

The Services must be compatible with all Agency equipment and facilities, including computer, network security, and telephone facilities. The Services must be compatible and operational with MS Windows, MS Word and all other Agency software. The Services must comply with and meet State accessibility, web and remote access policies and standards. (See, http://www.oregon.gov/DAS/EISPD/ITIP/pol_index.shtml)

c. System Access.

- Contractor must be able to issue every authorized Agency employee an individual password to access the Services and maintain a current list of authorized Agency employees (the "User List").
- Agency will provide Contractor a list of employees to be added to or deleted from the User List and Contractor must issue or cancel a user password, as applicable.
- Contractor must be able to issue or delete user passwords within two (2) working days of receipt of Agency request.
- Contractor must be able to confirm to Agency that an employee name has been added or deleted to the User List, as requested, and the corresponding password has been issued or deleted as requested, within two business days of receipt of Agency request.

SECTION K – PRICING SCHEDULE

Offerors must fill in each box in Bid Item 1 and Bid Item 2, below, with a \$ symbol in it.

Bid Item 1 -- Public Records/Other Databases – Unlimited Access

Bid Item	Number of Users	Monthly Charge per User Year 1	Monthly Charge per User Year 2	Monthly Charge per User Year 3	Monthly Charge per User Year 4	Monthly Charge per User Year 5	Monthly Charge per User Year 6	Monthly Charge per User Year 7	Monthly Charge per User Year 8
1.1	1 – 10	\$	\$	\$	\$	\$	\$	\$	\$
1.2	11 – 20	\$	\$	\$	\$	\$	\$	\$	\$
1.3	21 – 30	\$	\$	\$	\$	\$	\$	\$	\$
1.4	31 – 40	\$	\$	\$	\$	\$	\$	\$	\$
1.5	41 – 50	\$	\$	\$	\$	\$	\$	\$	\$

Bid Item 2 -- Legal Databases – Unlimited Access

Bid Item	Number of Users	Monthly Charge per User Year 1	Monthly Charge per User Year 2	Monthly Charge per User Year 3	Monthly Charge per User Year 4	Monthly Charge per User Year 5	Monthly Charge per User Year 6	Monthly Charge per User Year 7	Monthly Charge per User Year 8
2.1	30 – 40	\$	\$	\$	\$	\$	\$	\$	\$
2.2	41 – 50	\$	\$	\$	\$	\$	\$	\$	\$
2.3	51 – 60	\$	\$	\$	\$	\$	\$	\$	\$
2.4	61 – 70	\$	\$	\$	\$	\$	\$	\$	\$
2.5	71 – 80	\$	\$	\$	\$	\$	\$	\$	\$
2.6	81 – 90	\$	\$	\$	\$	\$	\$	\$	\$
2.7	91 – 100	\$	\$	\$	\$	\$	\$	\$	\$

Bid Item 3 – Additional Capabilities

3. In addition to the capabilities required in Section K – Specifications, Offeror shall list any additional databases, features and/or services included in monthly charge per user (included charges). (Use separate sheets if additional space is necessary.)

3.1	
3.2	
3.3	
3.4	
3.5	
3.6	

Bid Item 4 – Optional Items

4. List any additional databases, features, and services excluded from the monthly charge per user rate stated in Bid Item 1 (excluded charges) and their associated charges for each year. (Use separate sheets if additional space is necessary.)

4.1

Bid Item	Number of Users	Monthly Charge per User Year 1	Monthly Charge per User Year 2	Monthly Charge per User Year 3	Monthly Charge per User Year 4	Monthly Charge per User Year 5	Monthly Charge per User Year 6	Monthly Charge per User Year 7	Monthly Charge per User Year 8
4.1.1	30 – 40	\$	\$	\$	\$	\$	\$	\$	\$
4.1.2	41 – 50	\$	\$	\$	\$	\$	\$	\$	\$
4.1.3	51 – 60	\$	\$	\$	\$	\$	\$	\$	\$
4.1.4	61 – 70	\$	\$	\$	\$	\$	\$	\$	\$
4.1.5	71 – 80	\$	\$	\$	\$	\$	\$	\$	\$
4.1.6	81 – 90	\$	\$	\$	\$	\$	\$	\$	\$
4.1.7	91 – 100	\$	\$	\$	\$	\$	\$	\$	\$

4.2

Bid Item	Number of Users	Monthly Charge per User Year 1	Monthly Charge per User Year 2	Monthly Charge per User Year 3	Monthly Charge per User Year 4	Monthly Charge per User Year 5	Monthly Charge per User Year 6	Monthly Charge per User Year 7	Monthly Charge per User Year 8
4.2.1	30 - 40	\$	\$	\$	\$	\$	\$	\$	\$
4.2.2	41 - 50	\$	\$	\$	\$	\$	\$	\$	\$
4.2.3	51 - 60	\$	\$	\$	\$	\$	\$	\$	\$
4.2.4	61 - 70	\$	\$	\$	\$	\$	\$	\$	\$
4.2.5	71 - 80	\$	\$	\$	\$	\$	\$	\$	\$
4.2.6	81 - 90	\$	\$	\$	\$	\$	\$	\$	\$
4.2.7	91 - 100	\$	\$	\$	\$	\$	\$	\$	\$

4.3

Bid Item	Number of Users	Monthly Charge per User Year 1	Monthly Charge per User Year 2	Monthly Charge per User Year 3	Monthly Charge per User Year 4	Monthly Charge per User Year 5	Monthly Charge per User Year 6	Monthly Charge per User Year 7	Monthly Charge per User Year 8
4.3.1	30 - 40	\$	\$	\$	\$	\$	\$	\$	\$
4.3.2	41 - 50	\$	\$	\$	\$	\$	\$	\$	\$
4.3.3	51 - 60	\$	\$	\$	\$	\$	\$	\$	\$
4.3.4	61 - 70	\$	\$	\$	\$	\$	\$	\$	\$
4.3.5	71 - 80	\$	\$	\$	\$	\$	\$	\$	\$
4.3.6	81 - 90	\$	\$	\$	\$	\$	\$	\$	\$
4.3.7	91 - 100	\$	\$	\$	\$	\$	\$	\$	\$