**SINGLE SOURCE AWARD** **BID # SS-9467-21**

**Subject:** STACWeb 2.0 and BOMSWeb 2.0 Software Maintenance Support

**Department:** Office of the State Attorney, Fourth Judicial District

**Description of Purchase:**
Recommend approval to retroact the period of service from October 1, 2020 to date of award.

Recommend approval of Single Source Award to Computer Information & Planning, Inc. for the STACWeb 2.0 and BOMSWeb 2.0 Software Maintenance Support/Portal License Fee. Period of service will be from date of award through September 30, 2021. Total requested expenditure not to exceed $73,700.00.

Funding for this award to be encumbered by various accounts, to be executed by purchase order(s).

**Single Source Award To:** Computer Information & Planning, Inc.

**Price Justification:** See Attached

**Total Award:** $73,700.00. **Requisition #** SASA-500037-21

**Attachments:** Agency Memo, Single Source Form, License Agreement, Vendor Quote

**Certification as to Single Source:** Stephen Siegel, First Assistant State Attorney

**THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.**

**ANALYST: Ruben Ola**

**Gregory Pease, Chief**
**Procurement Division**

***APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE***
**"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"**

***CHAIRMAN*** ***DATE***

**ACTION OF AWARDING AUTHORITY**

**DATE:** _____

**APPROVED**_____ **DISAPPROVED** _____

**OTHER** _____

**SIGNATURE OF AUTHENTICATION** _____

**FORM GB-114, Revised 12/2007**

# MEMORANDUM

TO: Gregory Pease, Chief of Procurement

FROM: Stephen Siegel, First Assistant State Attorney

DATE: October 9, 2020

RE: Single Source Request – Computer Information Planning

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The State Attorney's Office requests a single source award to Computer Information Planning or CIP for annual maintenance costs associated with STACWeb 2.0 and BOMSWeb 2.0. The period of maintenance is for the current FY. CIP created our case management, STAC, almost twenty years ago. Migrating to a different vendor would be cost prohibitive and significantly disruptive to our business operations.

## SINGLE SOURCE REQUEST

**Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a Supplier subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments**

**PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):**

The State Attorney's Office case management system is STACWeb 2.0 and its Personnel Management System is BOMSWeb 2.0. Both are provided by Computer Information Planning or CIP. Last year, the SAO purchased an e-discovery portal from CIP. The portal is another step toward a paperless and file less case management system. Staff can upload documents and other discovery media to a secure cloud based portal for receipt by defense attorneys. Moreover, the portal is an automated system which provides text, telephone, and email notification to victims, witnesses, and law enforcement officers of upcoming court appearances, reducing the workload burden on individual staff.

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**PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:**

CIP developed STACWeb 2.0 and BOMSWeb 2.0 and the accompanying portal. It is a proprietary system for which there is no other vendor. Moving to a different e-discovery portal would require migration to a different case management vendor.

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**ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:**

CIP developed STACWeb 2.0 and BOMSWeb 2.0 and the accompanying portal. It is a proprietary system for which there is no other vendor. Moving to a different e-discovery portal would require migration to a different case management vendor. CIP is the only vendor who can provide maintenance and support.

# SINGLE SOURCE REQUEST

**Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a Supplier subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments**

## PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):

The Portal is a cloud based Infrastructure for the Customer to notify external recipients. Customer notifications via electronic file, a telephone call or text message ,Document Sharing to other attorneys, professionals assisting on a case, victims, witnesses and defendants. Logged events in STACWeb showing when documents were shared and when they were downloaded. Notification service to Inform recipients of upcoming court dates, depositions, and other scheduled events via a telephone call and/or text message.

## PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:

Computer Information & Planning, Inc. designed and developed STACWeb 2.0 and BOMSWeb 2.0 and it is the only company entitled to provide maintenance and support for this product.

## ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:

Computer Information & Planning, Inc. designed and developed STACWeb and BOMSWeb and is the only company entitled to provide maintenance and support for this product.

**Procurement Division**

**March, 2020**

# Invoice

**Computer Information & Planning, Inc.**
PO Box 600515
Jacksonville, FL 32260
ADMIN@CIPI.NET

| DATE | INVOICE # |
|---|---|
| 9/11/2020 | 4970 |

BILL TO

State Attorney's Office
Fourth Judicial Circuit
311 West Monroe Street
Jacksonville, FL 32202

| P.O. NO. |
|---|
| |

| QUANTITY | DESCRIPTION | RATE | AMOUNT |
|---|---|---|---|
| 1 | Portal License Fee.<br><br>Period of Service: October 1st, 2020 through September 30th, 2021. | 73,700.00 | 73,700.00 |
| | | **Total** | $73,700.00 |

**Computer Information & Planning, Inc.**
**Information Management Consultants**

P.O. Box 600515
Jacksonville, Florida, 32260
Telephone: (904) 685-4035
admin@cipi.net

# CIP Portal License Agreement

This Agreement made and entered by and between the **OFFICE OF THE STATE ATTORNEY, FOURTH JUDICIAL CIRCUIT** Florida, doing business at 311 West Monroe Street, Jacksonville, Florida, hereinafter referred to as the **Customer,** and **Computer Information & Planning, Inc.,** a corporation doing business at 12443 San Jose Boulevard, Suite 804, Jacksonville, Florida, hereinafter referred to as **CIP.**

In consideration of the fees paid by the Customer under this Agreement, CIP agrees to provide Customer access to and use of the **CIP Portal,** hereinafter referred to as **Portal,** as said service and software now exist, in accordance with the terms of this Agreement.

The Portal is CIP's proprietary software application and the user interface made available to Customer contains third-party components licensed to CIP. CIP grants Customer during the Period of Service specified under this Agreement the non-exclusive, non-transferable, non-sub licensable license to permit Customer to access and use the Portal solely for Customer's own internal business operations. Customer does not acquire any rights in the Portal, express or implied, other than those expressly granted in this Agreement and all rights not expressly granted to Customer are reserved by CIP. This Agreement is not a sale and does not convey any rights of ownership in or related to the Portal to Customer.

The Portal is used in conjunction with CIP's proprietary software STACWeb. This Agreement is exclusive to the Portal and does not include STACWeb.

The parties acknowledge that they are subject to certain contractual obligations and restrictions by the laws of the State of Florida. The contractual relationship created by the license is therefore subject to the laws of the State of Florida, which, where inconsistent with the terms of this Agreement, will control.

## 1 Proprietary Rights, License and Non-Disclosure

1.1 Customer acknowledges that the Portal (including all object code, source code, or infrastructure as supplied) and the systems, ideas, methods of operation, and information contained therein are CIP's proprietary trade secret information pursuant to Florida Statutes sections 119.071(f), 688.001-688.009, and 812.081. Accordingly, the Customer's use and disclosure must be carefully and continuously controlled with at least the same degree of care with which the Customer treats its own confidential information, and in no event with less care than is reasonably required to protect the confidentiality of the Licensed Portal. Further, Customer understands that the Portal is protected by the Copyright Act and treaties of the United States, trade secret, and other intellectual property laws, and the rights of CIP thereunder.

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1.2 CIP shall retain title to all intellectual property rights, including patent, trademark, copyright, and trade secrets related to the Portal.

1.3 Customer shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Portal, including without limitation the Portal, the Portal software that are provided as a part thereof, or access the Portal in order to build a similar or competitive product or service.

1.4 Customer shall take all reasonable steps to ensure that the Portal, in whole or in part, in any form, whether modified or unmodified, and any portion, including copies thereof, is not licensed, rented, leased, assigned, distributed, displayed, hosted, outsourced or otherwise commercially exploited, transferred, sublicensed, reproduced, copied, printed, disclosed, or made available by the Customer, or its employees, to any other government agency or entity or third party.

1.5 CIP agrees to defend, indemnify and hold harmless the Customer and its personnel from and against all damages, claims, losses, costs, and expenses brought against the Customer to the extent it is based on a claim that the Licensed Portal used within the scope of the license granted hereunder infringe a United States patent, copyright or other proprietary right of a third party.

1.6 CIP represents that there are no pending third party claims related to the Portal, and to its knowledge none are threatened.

## 2 Services

The Portal is a cloud based infrastructure for the Customer to notify external recipients. Notifications can be sent as an electronic file, a telephone call, or a text message. Translation services are available for the non-English speaking population for telephone calls and text message notifications. The Customer is responsible for all content that is uploaded or transmitted via the Portal.

### Document Sharing

Document Sharing is used to send files to other attorneys, professionals assisting on a case, victims, witnesses, and defendants. Once a file is shared with the recipient, the recipient receives an email indicating there is a new file to be reviewed. This email contains a link to CIP's Portal. Once the recipient creates a new account or logs in to an existing account, the recipient will be able to view the newly shared file in addition to all other files shared with the recipient. Each document will be available to the recipient for 30 days.

Once the recipient downloads a file for the first time, the Portal will send that information back to the Customer's STACWeb, providing a method to identify the date and time the recipient accessed each of the shared files. The Customer can write queries to see which files were viewed or not viewed and send reminders to the recipient. During the initial Period of Service storage space for uploaded files is unlimited.

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**Notification Services - Telephone Calls and Text Messages (SMS)**
**Telephone Calls**
This service generates a telephone call to inform recipients of upcoming court dates, depositions, and other scheduled events, or to convey a message. These calls can be configured to only deliver a message or to capture an answer from the recipient and sent it back to STACWeb.
An exclusive telephone number with a local area code will be issued to the Customer.
(Customer's recipients may incur charges from their telephone carrier when these services are used.)

**Text Message (SMS)**
Text messages are similar to the telephone call service, but the messages are delivered via text. This service can also capture a response from the recipient which is sent back to STACWeb.
(Customer's recipients may incur charges from their telephone carrier when these services are used.)

**Translation Services**
For both telephone calls and text messages, the Portal can translate messages from English to Spanish, Portuguese, French, Italian, and German.

Customer further agrees that unless explicitly stated otherwise, any features other than the ones listed under Services on this Agreement that may be offered in the future on the Portal are not automatically part of this Agreement.

## 3 Support

Support will be given to Customer only. **Under no circumstance will CIP communicate directly or indirectly with Customer's recipients**. Support will be performed during normal working days and hours (9:00 A.M. to 5:00 P.M. E.S.T. or E.D.T, Monday through Friday except for holidays).

## 4 Period of Service, License Fee and Payment

**A.** The Period of Service for this Agreement will start on **October 1st, 2020 and will continue through September 30th, 2021** with annual renewals, unless otherwise specified by either party to this Agreement.
**B.** For the Period of Service Customer shall pay a license fee in the amount of **$73,700.00.**
**C.** Invoices shall be payable within forty five (45) days after receipt thereof. In addition to any remedies CIP may have pursuant to this Agreement or at law for non-payment, delinquency in payment may result in delay or suspension of the right to use the Portal.

Computer Information & Planning, Inc.
Information Management Consultants

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## 5 Public Records

CIP is subject to Chapter 119, Florida Statutes, where applicable. In the event that CIP receives a public record request, CIP will notify the Customer's Public Records Coordinator, identified below, as soon as possible upon receipt of the request.

**Customer Public Records Custodian or Coordinator:**

Name: MIRIAN NELSON
E-mail: MIRIANN@COJ.NET
Telephone: (904) 255 - 2980

The Customer acknowledges and recognizes that, in creating the Portal and all its associated intellectual property, CIP was acting solely on its own behalf, and was not "acting on behalf of any public agency," as that phrase is used in Florida Statutes section 119.011(2).

## 6 Termination

Upon termination of this Agreement the Customer agrees to immediately cease the use of the Portal. No prorated refunds will be issued for partial Periods of Service.

## 7 Warranty and Limitation of Liability

The Portal is provided "AS IS." CIP does not warrant that the operation of the Portal will be uninterrupted or error free. To the fullest extent permitted by Law, in no event will CIP and its affiliates, officers, employees, agents, suppliers or licensors be liable to the Customer or any third party for any indirect, incidental, special, cover or consequential, exemplary, or punitive damages including, but not limited to damages for the inability to use the equipment to access data, loss of use, data, business, revenues, profits, or the like, in each case whether direct or indirect, however caused, under any theory of liability, including without limitation, contract, tort, warranty, negligence or otherwise, even if the party knew or should have known that such damages were possible. CIP's total liability to the Customer for actual damages, for any cause whatsoever will be limited to the fees actually paid by the Customer under this Agreement.

## 8 Survival

**All provisions in this Agreement that expressly or customarily survive the termination or expiration of a contract, such as obligations relating to copyright, intellectual property, trade secrets, proprietary rights, license, non-disclosure, warranty, limitations of liability, general, and public records shall survive any termination of this Agreement.**

**Computer Information & Planning, Inc.**
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## 9 General

9.1 Upon termination of this License Agreement, all content generated by the Customer will be permanently purged from the Customer's account.

9.2 Neither party shall be in default by reason of any failure in performance of this License in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of such party. Such causes may include, but are not restricted to, acts of God, or of a public enemy, acts of government in either its sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, a communication line failure, power failure, failure of the computer equipment or non-CIP developed software, and unusually severe weather, but in every case the failure to perform must be beyond the control and without fault or negligence of the party failing to perform.

9.3 This License may be executed in counterparts.

9.4 No action, regardless of form, arising out of the transactions under the Agreement, may be brought by either party more than one year after the cause of action has accrued except that an action for nonpayment may be brought within one year after the date of last payment.

9.5 In the event of a material breach of this Agreement by either party, the non-breaching party may demand that the breaching party remediate the breach in a manner that is satisfactory and timely under the circumstances. If any such material breach is not remediated to the reasonable satisfaction of the non-breaching party, that party may terminate its executory obligations under this License. In the event of a termination by the Customer, fees paid before the termination will not be refunded.

9.6 The Agreement is governed by Florida law. The courts of Duval County, Florida shall be the exclusive venue for any litigation arising under this Agreement.

9.7 If any provision of the Agreement is held unenforceable, the rest remains in full force and effect.

9.8 The Customer acknowledges that CIP will collect case count information from the Customer.

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The Customer and CIP, through their respective undersigned officers, acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions. They further agree that this Agreement is the entire agreement between the parties relating to the Portal and it supersedes all prior oral or written communications, proposals, and representations with respect to the Portal or any other subject matter covered by this Agreement.

This Agreement is effective on the following date: 10 / 01 / 2020

MWNelson 9/21/20

Melissa W. Nelson
State Attorney
**Office of the State Attorney**
**Fourth Judicial Circuit**

Eliane Sant'Anna
President
**Computer Information & Planning, Inc.**

Please return a copy of the signed contract, via email to **admin@cipi.net** or by mail: P.O. Box 600515, Jacksonville, FL, 32260.