

**AGREEMENT BETWEEN THE STATE OF FLORIDA  
DEPARTMENT OF LEGAL AFFAIRS  
OFFICE OF THE ATTORNEY GENERAL  
AND  
LEGAL FILES SOFTWARE, INC.  
CONTRACT NO. K04387**

This **AGREEMENT** is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General ("OAG"), mailing address at PL-01, The Capitol, Tallahassee, FL 32399-1050, and, Legal Files Software, Inc., ("Legal Files"), mailing address at 801 S. Durkin Drive, Springfield, Illinois 62704 (Legal Files shall be referred to as Legal Files or the "CONTRACTOR").

**ARTICLE 1. ENGAGEMENT OF THE CONTRACTOR**

The OAG agrees to engage the CONTRACTOR and the CONTRACTOR agrees to provide a Legal Case Management System (CMS) software solution in accordance with the requirements set forth in ITN No: DLA-2018.01 (the "ITN" and any Addenda thereto) and the terms and conditions specified in this Agreement. This Agreement includes and incorporates by reference Attachment A (the ITN), Attachment B (Legal Files' Technical Response to the ITN, dated January 16, 2018), Attachment C (Legal Files' Best and Final Offer, dated March 12, 2018), Attachment D, PUR 1000, "General Contract Conditions", Attachment E, Legal Files' End User Licensing Agreement (EULA and Services Description, as amended), and Attachment F, Legal Files' Master Source Code Escrow Agreement.

**ARTICLE 2. TERM**

**2.1 Initial Term**

The initial term of this Agreement is April 16, 2018 through September 30, 2021. At the conclusion of the term, the OAG may at its option renew this Agreement for three (3) additional one (1) year periods. There is no automatic renewal of this Agreement.

The maintenance and support of the Legal CMS software solution shall continue for as long as the Agreement is in effect and shall terminate on September 30, 2021, subject to the OAG's option to renew this Agreement for the additional three (3) one (1) year periods. The initial phase of the Agreement representing the successful implementation of the Legal CMS shall be completed no later than September 4, 2018. The second phase of the Agreement representing system

maintenance and support begins after the successful implementation of the Legal CMS.

## 2.2 License Term

The license term starts on the effective date of the Agreement pursuant to Section 2 of the Legal Files Software End User License Agreement, Attachment E.

## 2.3 Renewal Term

Annual renewal of that portion of this Agreement for annual maintenance and support of the Legal Files CMS solution, as described in Section D, Maintenance and Support, of the Services Description contained in Attachment E, is limited to the additional three (3) one (1) year periods, shall be in writing and shall be subject to the terms and conditions set forth in the Agreement, at the renewal year prices set forth in Article 4, COMPENSATION. All renewals are contingent upon satisfactory performance by the CONTRACTOR and the availability of funds, subject to annual appropriations by the Florida Legislature or unless terminated earlier by the OAG.

If at any time the Agreement is cancelled, terminated, or expires, and a contract is subsequently executed with a firm other than the CONTRACTOR, the CONTRACTOR has the affirmative obligation to assist in the smooth transition of Agreement services to the subsequent Contractor.

### **ARTICLE 3. SCOPE OF SERVICES**

The CONTRACTOR agrees to provide the Legal Files Legal Case Management System software solution, including Legal Files Portal Mode Licenses, Enterprise System Module, Audit Module, Document/Email Download Module, Server License and 75 End User Licenses, Onsite Administrative Training and Configuration Assistance, Onsite End User Training, Existing CMS Data Conversion, Data Mapping, Testing & Review, Project Management, Maintenance & Support, and other services and tools described in this Agreement and Attachment A (the ITN), Attachment B (Legal Files' Technical Proposal submitted in response to the ITN, dated January 16, 2018), and Attachment C (CONTRACTOR's Best and Final Offer, dated March 12, 2018).

The CONTRACTOR shall configure, install, implement and complete the Legal Case Management System on or before September 4, 2018. The CONTRACTOR shall ensure that its Legal Files Legal CMS software solution meets or exceeds all mandatory proposed system requirements set forth in the ITN, and that it will provide the following deliverables, as set forth in Section 4.2.1.5 of the ITN:

<b>DELIVERABLES AND KEY MILESTONES</b>	<b>PROJECTED DATE</b>	<b>COST</b>	<b>RESOURCES</b>	<b>ACCEPTANCE OF DELIVERABLE</b>
Contract Signing	April 19, 2018		LF & OAG	
Delivery Installation Questionnaire	April 19, 2018		Legal Files	Legal Files delivers installation questionnaire to OAG
Completed Installation Questionnaire	April 23, 2018		OAG	OAG will return installation questionnaire to Legal Files
Kick off call with the OAG IT staff and selected users to identify any necessary modifications or customizations to the product no later than ten (10) business days after execution of the Agreement. Discuss training and how OAG IT staff and selected users will be integrated and involved during the configuration, and system installation and implementation process.	April 23, 2018	Included in Project Management fee to be invoiced upon project completion	LF & OAG	Call to be completed via conference call and will include Legal Files staff, OAG staff and OAG IT.
Delivery of Installation package based on completed installation questionnaire. Will consist of: Legal Files Server License, 75 Legal Files End User Licenses, and the Legal Files Portal Mode Licenses Module Package (includes 150 portal mode licenses) to the OAG (Deliverable No. 1)	April 27, 2018	\$114,000.00	Legal Files	Deliver Installation package based on installation questionnaire
Complete Installation of the Legal Files and Modules CMS installation package. (Deliverable No. 2)	May 1, 2018		LF (Lead) & OAG (Oversight)	Complete installation of Legal Files
Final project implementation plan no later than ten (10) business days after execution of the Agreement. (Deliverable No. 3)	May 7, 2018	Included in Project Management fee to be invoiced upon project	Legal Files	Delivery of Project Plan

		completion		
Complete Onsite Administration Training to OAG Legal Files project team. Deliverable No. 4)	May 18, 2018	\$6,300.00	LF & OAG	Complete Onsite Administration Training
Provide 6 Sample CSV files to Legal Files	May 18, 2018		OAG	OAG delivers CSV Files to Legal Files. The format of these files cannot change after this date or additional costs will apply and final data conversion date will be delayed.
Complete Onsite Configuration Assistance of the Legal Files CMS solution. Deliverable No. 5)	June 1, 2018	\$8,400.00	LF & OAG	Complete Onsite Configuration Assistance
Data Mapping Signoff for Conversion	June 15, 2018		OAG	OAG must approve the data mapping document by this date or final data conversion deliverable date will be delayed. Changes made to the data mapping document after this date will result in additional costs and final data conversion date will be delayed.
Configuration of Software Modules, Configuration and Testing of the Legal Files CMS solution. (Deliverable No. 6)	June 30, 2018	\$36,485.00		All configuration relating to the data conversion is completed. Configuration with document templates, workflow wizards, etc. can continue

Data Conversion test run in production ready environment using full production data files.	August 15, 2018		LF & OAG	Test to ensure there are no unexpected problems with conversion program in OAG environment or with full data set. If problems are discovered, there should be enough time to resolve before production run.
Completion of the onsite End User training. (Deliverable No. 7)	August 31, 2018	\$33,600.00	Legal Files	All End Users Trained in Tallahassee, Orlando, Tampa and Ft. Lauderdale
Legacy Case Management Data Conversion, including testing & review (Deliverable No. 8)	September 1, 2018	\$34,200.00	Legal Files	Production run of data conversion
Go Live and completion of project management hours (Deliverable No. 9)	September 4, 2018	\$12,800.00	Legal Files	OAG begins using the Legal Files CMS.
Annual Maintenance and Support of Legal Files CMS solution for Year One of the Agreement.	September 4, 2018	\$36,697.00	Legal Files	Maintenance and support begins once Go Live is reached and the Legal CMS can be used by OAG.

The project deliverables and milestones listed above are linear and depend on the completion of each previous deliverable. If a deliverable date is missed all subsequent deliverable dates would need to be adjusted accordingly.

The OAG has determined that of the deliverables listed above, Deliverables No. 6, 7, 8, & 9 are most crucial to the successful, timely completion of the project. Financial consequences if the CONTRACTOR fails provide these deliverables by the contract date shall be applied as follows:

Deliverable No. 6 \$364.85 per day following the completion date until the deliverable is met.

Deliverable No. 7 \$336.00 per day following the completion date until the deliverable is met.

Deliverable No. 8 \$342.00 per day following the completion date until the deliverable is met.

Deliverable No. 9 \$128.00 per day following the completion date until the deliverable is met.

**ARTICLE 4. COMPENSATION**

Prices for the initial term of the Agreement, Years One through Three, will be those set forth in Attachment C, CONTRACTOR's Best and Final Offer, dated March 12, 2018. Year One Costs will include the purchase of all licenses necessary for using the Legal Files Case Management System solution to be installed and configured on the OAG server in its server environment, plus Portal Mode Licenses for use by other persons outside of OAG to access discovery and investigative files, and costs attributed to converting legacy data of the Office of Statewide Prosecution stored in its existing Legal CMS system. Year One Costs consist of the following elements:

<u>Description</u>	<u>Unit</u>	<u>Qty.</u>	<u>Cost/Unit</u>	<u>Total Cost</u>
Legal Files Server License	Each	1	\$4,995	\$4,995
Legal Files End User License	Each	75	\$1,190	\$89,250
Audit Module	Each	1	\$4,995	\$4,995
Test/Secondary Environment	Each	1	\$1,500	\$1,500
Document/Email Download Module	Each	1	\$9,995	\$9,995
Legal Files Portal Mode License Package (includes 150 licenses)	Each	1	\$19,755	\$19,755
Enterprise System Module (unlimited sites)	Each	1	\$19,995	\$19,995
Onsite Administration Training	Days	3	\$2,100	\$6,300
Onsite Configuration Assistance	Days	4	\$2,100	\$8,400
Onsite End User Training	Days	16	\$2,100	\$33,600
Project Management	Hours	64	\$200	\$12,800
Data Mapping, Testing & Review (Part of Legacy Data Conversion)	Hours	16	\$200	\$3,200
Data Conversion	Hours	155	\$200	\$31,000
Maintenance & Support	Annual			\$36,697
<b><u>TOTAL YEAR ONE COSTS</u></b>				<b><u>\$282,482</u></b>

Bills for travel expenses are not permitted under the terms of this Agreement.

After Year One, the costs for the remaining two (2) years of the initial term of the Agreement will be limited to only annual maintenance and support of Legal Files' Legal CMS solution, with annual pricing provided in Attachment C, Legal Files' Best and Final Offer, as follows:

Year Two (2) of the Initial Term of the Agreement (10/1/19-9/30/20)	\$36,697.00
Year Three (3) of the Initial Term of the Agreement (10/1/20-9/30/21)	\$38,202.00

In addition, the CONTRACTOR will provide the OAG with up to an additional twenty-five (25) Legal Files End User licenses at the Cost/Unit price above of \$1,190.00 per license at any time during the initial term of the Agreement.

The OAG is exempt from Florida state sales and use tax, and Federal excise tax. The CONTRACTOR shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

Renewal Term Pricing will be paid on an annual basis and will be all inclusive in providing all support and maintenance on the entire Legal Files Legal CMS solution implemented in Year One of the Agreement for the OAG. As set forth in Attachment C, Legal Files' Best and Final Offer, the Renewal Term Support and Maintenance Cost Pricing will be as follows:

Renewal Year One (10/1/21-9/30/22)	\$38,202.00
Renewal Year Two (10/1/22-9/30/23)	\$39,782.00
Renewal Year Three (10/1/23-9/30/24)	\$39,782.00

Payment for services shall be issued in accordance with the provisions of Section 215.422, Florida Statutes, which govern time limits for payment of invoices. The OAG is responsible for all payments under the Agreement. The OAG's delay in payment shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the OAG. Pursuant to Section 215.422(7), Florida Statutes, the Department of Financial Services has established a Vendor Ombudsman to act as an advocate for vendors. The Vendor Ombudsman may be reached at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.

## **ARTICLE 5. INVOICING**

The CONTRACTOR shall submit monthly itemized (by deliverable and service performed) to the attention of the OAG's Contract Manager. More than one invoice for payment may be submitted by the CONTRACTOR during a thirty (30) day period, if the approved final project implementation plan and the schedule of Project Deliverables set forth below contemplate more than one deliverable(s) being successfully accomplished and completed within the month in question.

All invoices for compensation shall be supplemented with a report that, along with the contents of the invoices, include detail sufficient to permit proper pre-audit and post-audit. At a minimum, the invoice as supplemented by the report will include the following:

1. The OAG contract number.
2. The CONTRACTOR's federal identification number.

Invoices must be submitted to the attention of the OAG contract manager electronically via email to the address designated for the contract manager or by mail to PL-01, The Capitol, Tallahassee, FL 32399-1050, and shall include only deliverables completed within the invoice period. The OAG contract manager shall be responsible for enforcing performance of the Agreement terms and conditions and he/she shall serve as liaison with the CONTRACTOR and shall review and approve all invoices for payment.

Unless renewed or extended, the final invoice must be received within thirty (30) days immediately following the expiration of the Agreement.

The CONTRACTOR shall maintain a file, available for inspection by the OAG, the Auditor General or other authorized government representative, documenting all costs and fees incurred in connection with this Agreement. The file(s) shall be maintained for a period of two (2) years from the termination date of this Agreement, unless otherwise notified in writing by the OAG.

## **ARTICLE 6. FINANCIAL CONSEQUENCES FOR NON-PERFORMANCE**

### **1. Withholding Payment**

In addition to the financial consequences set forth above concerning Deliverables No. 6, 7, 8, & 9, the OAG reserves the right to withhold payment or implement other appropriate remedies, such as contract termination or nonrenewal, when the CONTRACTOR has failed to perform/comply with provisions of this Agreement. These consequences for non-performance will not be considered penalties.



**2. Non-compliance**

In addition to the consequences explained above, non-compliance with the Agreement may result in any or all of the following:

- a. Reduction in amount owed to be reduced by an amount up to 100%. This amount will be determined by the OAG.
- b. No additional work offered to the CONTRACTOR until services are provided to the satisfaction of the OAG.
- c. Termination of the Agreement.

The OAG will not implement any such remedies in any instance wherein the non-performance of the CONTRACTOR is caused by non-performance by the OAG of any tasks for which it has responsibility pursuant to the Agreement.

**ARTICLE 7. AVAILABILITY OF FUNDS**

In accordance with the provisions of Section 287.0582, Florida Statutes, if the terms of this Agreement and payment thereunder extend beyond the current fiscal year, the OAG's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Legislature. In the absence of an appropriation, this contract may be terminated for convenience by the OAG without penalty or further obligation. Upon learning of an absence of an appropriation affecting its ability to pay under this Agreement, the OAG will notify the CONTRACTOR of such event as soon as practicable.

**ARTICLE 8. ESCROW AGREEMENT**

The OAG will be made a beneficiary under the Legal Files Software, Inc. Escrow Agreement, Attachment F, effective August 28, 2000 between Legal Files Software, Inc. and Farmer's State Bank & Trust Co.

**ARTICLE 9. BENEFIT**

The Agreement awarded pursuant to ITN DLA No. 2018.01 is for the benefit of the OAG and the CONTRACTOR and not for the benefit of any other third party or person.

**ARTICLE 10. FLORIDA SUBSTITUTE FORM W-9 PROCESS**

The State of Florida Department of Financial Services requires that all vendors and contractors have a verified Substitute Form W-9 on file in order to avoid delays in payments. Information on how to register and complete your Substitute Form W-9 can be found at <http://flvendor.myfloridacfo.com>. The Vendor Management Section can also be reached at (850)

413-5519.

**ARTICLE 11. ADDITIONS/ DELETIONS**

During the term of the Agreement, the OAG shall have the right to add/delete services/products upon mutual written agreement of both parties.

**ARTICLE 12. PUBLIC RECORDS**

The CONTRACTOR shall keep and maintain public records required by the OAG to perform all services required under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the OAG. If the OAG does not possess the requested records, the OAG will notify the CONTRACTOR of the request. Upon receiving such a notification and request from the OAG's Custodian of Public Records, the CONTRACTOR shall provide the OAG with a copy of the requested records, at no cost to the OAG, or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The CONTRACTOR must ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, those records that are exempt or confidential and exempt from public records disclosure requirements by operation of Section 119.071, Florida Statutes (2018) or Chapter 119, Florida Statutes, are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the CONTRACTOR does not transfer the records to the OAG.

If the CONTRACTOR fails to comply with the OAG's request for records, then the aforementioned failure constitutes grounds for unilateral cancellation of this Agreement by the OAG at any time, with no recourse available to the CONTRACTOR. Further, any CONTRACTOR who fails to provide the public records to the OAG within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes (2018). Upon completion of this Agreement, the CONTRACTOR shall keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Agreement, or electronically transfer in a file format compatible with the information technology systems of the OAG, at no cost, to the OAG all public records in possession of the CONTRACTOR. If the CONTRACTOR transfers all public records to the OAG upon completion of the Agreement, the CONTRACTOR shall destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for

retaining public records, consistent with the State of Florida's records retention schedule. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, at no cost to the OAG, in a format compatible with the information technology systems of the OAG.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THEN THE CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 414-3634, [publicrecordsrequest@myfloridalegal.com](mailto:publicrecordsrequest@myfloridalegal.com) OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.**

**ARTICLE 13. DATA SECURITY**

The CONTRACTOR will take reasonable measures to protect and secure the data which has been provided to it by the OAG. In the event of a data breach, the CONTRACTOR will notify the OAG about the breach, and provide such other information as requested by the OAG pertaining to the breach. Additionally, the CONTRACTOR agrees to indemnify and hold the OAG harmless from any damages flowing from any such data breach. In the event of a data breach, the CONTRACTOR will also comply with Section 501.171(4), Florida Statutes, as applicable.

**ARTICLE 14. BACKGROUND SCREENING REQUIREMENTS**

"Person" or "Persons" means any CONTRACTOR employees, subcontractor personnel, independent contractors, leased employees, volunteers, licensees, or other persons, operating under the direction of the CONTRACTOR with access to State of Florida data during the performance of the legacy data conversion provided in the Agreement, or who enter the premises and facilities of OAG, or both.

"Access" means to approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any resources of a computer, computer system, or computer network. "Data" means a representation of information, knowledge, facts, concepts, computer software, computer programs, or instructions, whether said information is confidential information or personal information. Data may be in any form, including but not limited to, in storage media, stored in the memory of the computer, in transit or presented on a display device, or a hard copy. The CONTRACTOR will ensure that Persons directly entering OAG headquarters, premises, or facilities, have been screened and cleared by the OAG, as well as

those persons who are performing services under the Agreement and have access to State of Florida Data received in the course of performing the legacy Data Conversion pursuant to the Agreement.

**1. Background Screening Required**

The CONTRACTOR will not allow any Person to have access to any State of Florida legacy data received in the course of performing the Data Conversion, or enter any facility of the OAG until that person has been cleared by the OAG under the standards and procedures provided below. The OAG may conduct, and the CONTRACTOR shall cooperate in a background screening. Background screening requirements are as follows:

- Level 1 background screening, pursuant to standards defined and set forth in Section 435.03(1), Florida Statutes, to be conducted, reviewed and cleared through the OAG's designee, at OAG's expense, pursuant to personal identifying information provided by the CONTRACTOR and/or the person who is the subject of the screening, shall be required for all persons performing these services with all necessary personal identifying information provided by the CONTRACTOR and/or such persons at least ten (10) calendar days in advance of the desired initial date of access prior to persons performing project services being allowed access to the Collins Building or all other facilities of the OAG.
- OAG IT staff members must be in the immediate area where CONTRACTOR personnel are performing project services in the Collins Building, and OAG staff members must be in the immediate area in all other OAG facilities.

**ARTICLE 15. ENTIRE AGREEMENT AND AMENDMENTS**

This Agreement represents the entire agreement of the parties, and supersedes all previous communications on this subject, either oral or written. This Agreement may not be amended or modified in any manner except in a writing signed by both parties.

**ARTICLE 16. CONTRACTOR RESPONSIBILITY**

The OAG will consider the CONTRACTOR to be the sole point of contact with regard to contractual matters. The CONTRACTOR will assume sole responsibility for providing the commodities and services offered in its Response to the ITN whether or not the CONTRACTOR is the supplier of said commodities and services or any component.

**ARTICLE 17. TERMINATION FOR CAUSE**

The OAG reserves the right to immediately terminate the Contract by providing written

notice to The CONTRACTOR if the OAG determines any of the following have occurred:

1. CONTRACTOR knowingly furnished any statement, representation, warranty, or certification in connection with the ITN or the Agreement, which representation is materially false, deceptive, incorrect, or incomplete.
2. CONTRACTOR fails to perform to the OAG's satisfaction any material requirement of the Agreement or defaults in performance of the Agreement.
3. The performance of the Agreement is substantially endangered by the action or inaction of the CONTRACTOR, or such occurrence can be reasonably anticipated.
4. The State enacts a law which removes or restricts the authority or ability of the OAG to conduct all or part of its function.

Should the OAG give notice of termination for reasons in sub-paragraphs (2) and/ or (3) above, the CONTRACTOR shall have not less than ten (10) calendar days, or as specified by the notice, after receipt of said notice to remedy the failures or problems. If the CONTRACTOR fails to so remedy, the OAG may order CONTRACTOR to cease all work. If the Agreement is terminated for cause or unilaterally canceled by the OAG, the OAG shall be obligated only for the goods and services actually delivered and accepted prior to the date of notice of termination, less any liquidated damages or other damages that may be assessed for non-performance.

**ARTICLE 18. TERMINATION BY MUTUAL AGREEMENT**

With the mutual agreement of both parties, the Agreement or any part of the Agreement may be terminated on an agreed date prior to the end of the Agreement Term without penalty to either party.

**ARTICLE 19. TERMINATION FOR CONVENIENCE**

The OAG reserves the right to terminate the Agreement or any part of the Agreement at its convenience. The OAG shall incur no liability for materials or services not yet ordered if it terminates for convenience. If the OAG terminates for convenience after an order for materials or services has been placed, the CONTRACTOR shall be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as properly documented expenses necessarily incurred in the performance of work up to time of termination.

**ARTICLE 20. CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION**

After receipt of a Notice of Termination, and except as otherwise specified by the OAG, the CONTRACTOR shall:

1. Stop work under this Agreement on the date, and to the extent specified, in the notice;

2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Agreement that is not terminated;
3. Complete performance of such part of the work as shall not have been terminated by the OAG; and
4. Take such action as may be necessary, or as the OAG may specify, to preserve and deliver to the OAG all stored research separated by office related to this Agreement which is in the possession or control of the CONTRACTOR.

**ARTICLE 21. DEFAULT**

Failure of the CONTRACTOR to perform according to the Agreement shall be cause for the CONTRACTOR to be found in default. In the event of default, any and all procurement costs, along with any other remedies provided in the ITN, Agreement and/or by rule or law, may be charged against the CONTRACTOR.

**ARTICLE 22. APPLICABLE LAWS AND RULES**

The Contractor shall comply with all laws, regulations, and directives issued by any public health agency pertaining to the Worker's Compensation Act and shall conduct said operation in a safe, efficient, and sanitary manner.

The Contractor is responsible for complying with any applicable local, state, or national codes and/ or ordinances.

All necessary permits and licenses shall be the responsibility of the Contractor.

**ARTICLE 23. INDEPENDENT CONTRACTOR**

The CONTRACTOR is an independent contractor and is not an employee, agent, servant, joint venture, or partner of the OAG or the State of Florida.

**ARTICLE 24. LIABILITY**

The OAG will not assume any liability for the acts, omissions to act, or negligence of the Contractor, its agents, servants, subcontractors or employees. The Contractor shall assume all liability for its own acts, omissions to act, or negligence of its agents, servants, subcontractors, or employees. In addition, the Contractor agrees to be responsible for any injury or property damage resulting from any activities conducted by the Contractor, its agents, servants, subcontractors, or employees. Neither the OAG nor any agency or subdivision of the State of Florida waives any defense or sovereign immunity, or increases the limits of its liability, upon entering into any contractual arrangement resulting from the ITN.

**ARTICLE 25. NONDISCRIMINATION AND COMPLIANCE WITH LAW**

The CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the services and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work.

**ARTICLE 26. PUBLIC ENTITY CRIME AND DISCRIMINATION**

Pursuant to Sections 287.133 and 287.134, Florida Statutes, and the definitions of terms set forth therein, the following restrictions apply to the persons or affiliates placed on the convicted vendor list regarding Public Entity Crime and the discriminatory vendors list regarding Discrimination.

1. **PUBLIC ENTITY CRIME.** A person or affiliate (as defined) who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount for Category Two (as defined in Section 287.017, Florida Statutes), for a period of 36 months from the date of being placed on the convicted vendor list, pursuant to Section 287.133, Florida Statutes. The CONTRACTOR certifies that neither it nor any affiliate has been placed on such convicted vendor list, and shall notify the Agency within five (5) days of its, or any of its affiliate's, placement thereon.
2. **DISCRIMINATION.** An entity or affiliate (as defined) who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date the entity or affiliate was placed on the discriminatory

vendor list, pursuant to Section 287.134, Florida Statutes. The CONTRACTOR certifies that neither it nor any affiliate has been placed on such discriminatory vendor list, and shall notify the Agency within five (5) days of its, or any of its affiliate's, placement thereon.

**ARTICLE 27. CONTRACT MANAGERS**

The OAG's Contract Manager is responsible for all aspects of contract management including but not limited to: managing the receipt, certification, and payment of commodities and contractual services; monitoring and evaluating CONTRACTOR performance and end user satisfaction; serving as the point of contact between the OAG and the CONTRACTOR; and maintaining the contract management file. As of the effective date of the Agreement, the Contract Manager is Joseph Spataro [[Joseph.Spataro@myfloridalegal.com](mailto:Joseph.Spataro@myfloridalegal.com); (813) 287-7960]. As of the effective date of the Agreement, the CONTRACTOR's Contract Manager is Gordon D. Hack, [[gordon.hack@legalfiles.com](mailto:gordon.hack@legalfiles.com); (800) 500-0537, Ext. 247]. The OAG will consider the CONTRACTOR's Contract Manager to be the sole point of contact with regard to contractual matters. All notices must be given to the parties' contract managers. All approvals must be obtained from the parties' contract managers or their designees. Any change in contract manager, including designation of a designee, shall be in writing to the other party's contract manager. Such changes do not require a formal written amendment to the Agreement.

**ARTICLE 28. GOVERNING LAW & VENUE**

The Agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in accordance with the laws and rules of the State of Florida. If any term or provision of the Agreement is found by a court of law to be invalid or unenforceable, such terms or provisions shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Any and all litigation arising under this Agreement shall be instituted in the appropriate court in Leon County, Florida.

**ARTICLE 29. PUBLICITY**

The CONTRACTOR may not, without prior written consent of the OAG, represent, directly or indirectly, that any product or service provided by the CONTRACTOR is or has been approved or endorsed by the OAG, or the State of Florida.

**ARTICLE 30. INDEMNIFICATION/CLAIMS OF INFRINGEMENT**

The CONTRACTOR shall indemnify and hold the OAG and its employees harmless from any claim by any third party against the OAG that the services, as delivered by the



CONTRACTOR, misappropriate or infringe on any patent, trademark, copyright, trade secret, or other intellectual property right, arising from the OAG's access to and use of the software, legal case management system, and other services that are the subject of this Agreement.

**ARTICLE 31. SILENCE OF SPECIFICATIONS**

The apparent silence of specifications set forth in the ITN and Agreement to any details, or the omission by the CONTRACTOR of a detailed description, concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used. All interpretations of the ITN shall be made upon the basis of this statement.

**ARTICLE 32. FORCE MAJEURE**

The parties' performance under this Agreement is subject to interruption or delay only due to causes not resulting from negligence and beyond the parties' control, such as acts of God, acts of government, war or other hostility, acts of terrorism, civil disorder, the elements, fire, explosion, industrial or labor dispute, and the like.

**ARTICLE 33. E-VERIFY**

The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of new employees providing services under this Agreement.

**ARTICLE 34. ASSIGNMENT OF THE AGREEMENT**

The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under this Agreement, without the prior written consent of the OAG. Monies which become due thereunder are not assignable except with the prior written approval of the OAG, and the concurrence of the Chief Financial Officer of the State of Florida. In the event of such approval, the terms and conditions of the Agreement shall apply to and bind the party or parties to whom the Agreement is assigned as fully and completely as the CONTRACTOR is thereby bound and obligated. No assignment, if any, shall operate to release the CONTRACTOR from its liability for the prompt and effective performance of its obligations under the Agreement.

**ARTICLE 35. WARRANTY OF AUTHORITY**

Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

IN WITNESS WHEREOF, Legal Files Software, Inc., and the State of Florida, Department of Legal Affairs, Office of the Attorney General have executed this Agreement.

**LEGAL FILES SOFTWARE, Inc.**

By: DocuSigned by:  
John Kanoski  
ADC4881227B7481...  
Signature

JOHN A. KANOSKI

CHIEF EXECUTIVE OFFICER

4/20/2018

Date

FEID No. 

**STATE OF FLORIDA  
DEPARTMENT OF LEGAL AFFAIRS  
OFFICE OF THE ATTORNEY GENERAL**

DocuSigned by:  
Sabrina W Donovan  
8156214093492  
SABRINA DONOVAN  
DIRECTOR OF ADMINISTRATION

4/20/2018

Date

K04387  
OAG Contract Number