SOLICITATION FOR PROPOSAL
BOARD ELECTION SERVICES
for the
TEACHERS' RETIREMENT SYSTEM OF LOUISIANA (TRSL)

Issued: February 3, 2020

Lisa R. Honoré, Ph.D.
Election Services SFP Coordinator
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DUE DATE FOR RESPONSES TO THE SFP
Monday, March 16, 2020
4:30 p.m. Central Time

IMPORTANT: During this search for board election services, February 3, 2020, through March 27, 2020, contact by a bidder concerning this search with the TRSL Board of Trustees is prohibited. Doing so could cause your firm to be eliminated from the search process. The proposing firm must also adhere to the Louisiana Code of Governmental Ethics and the Louisiana laws pertaining to executive branch lobbying (see www.ethics.state.la.us).
INTRODUCTION AND BACKGROUND

Purpose

This document is a Solicitation for Proposal (SFP) from qualified bidders for materials and services relating to elections for the Teachers' Retirement System of Louisiana (TRSL) Board of Trustees. TRSL invites qualified vendors to submit information regarding their ability to provide voting services for board elections.

About TRSL and Board of Trustees

TRSL has approximately 85,900 active members and 79,600 retirees, survivors, and beneficiaries. The TRSL Board consists of 17 members, which include: seven (7) elected members who represent each of TRSL’s seven active member districts; two (2) elected members who represent all retired teachers; one (1) elected member for employees paid with school food service funds; one (1) elected member for employees of state colleges and universities; one (1) elected member employed as a parish or city superintendent of schools; four (4) ex officio members: the state superintendent of education, the state treasurer, the commissioner of the division of administration, and the chair of the Louisiana Senate committee on retirement; and one (1) member of the Louisiana House of Representatives committee on retirement appointed by the Speaker of the House.

TRSL holds elections each year. Successful candidates serve four-year terms beginning the January following elections. The number of regularly scheduled elections in any given year varies with a maximum of five elections. (See Appendix A) In 2020, there will be two regularly scheduled elections for representatives in District 5 and District 6.

However, in some years, it may be necessary to hold special and run-off elections for one or more elected trustee positions in addition to the regularly scheduled elections. The potential exists for 40 or more total candidates in any given election year.

ADMINISTRATIVE

Contact Information

Any questions concerning response submissions or content should be directed to:

Lisa Honoré, Ph.D., SFP Coordinator
Teachers’ Retirement System of Louisiana
8401 United Plaza Boulevard, Third Floor
Baton Rouge LA 70809-1017
Phone: (225) 925-6446, ext. 6109
Fax: (225) 925-4035
E-mail: lisa.honore@trsl.org
GUIDELINES FOR PROPOSAL SUBMISSIONS

Proposal Submission Deadline

Please provide an electronic copy and a hard copy of your response by 4:30 p.m. (CST) on Monday, March 16, 2020, at the following address:

Lisa Honoré, Ph.D., SFP Coordinator
Teachers’ Retirement System of Louisiana
8401 United Plaza Boulevard, Suite 300
Baton Rouge, LA 70809-7017
lisa.honore@trsl.org

Any response received after the required time and date specified for receipt shall be considered late. Late responses may not be evaluated.

NOTE: TRSL reserves the right to amend and/or change this schedule of SFP events as it deems necessary under the circumstances.

Proposal Submission Considerations

The awarding of any contract resulting from this SFP will be based upon the most responsive vendor whose offer will be the most advantageous to TRSL in terms of cost, functionality, and other factors as specified elsewhere in this SFP.

TRSL reserves the right to:

- Reject any or all responses and discontinue this SFP process without obligation or liability to any potential vendor;
- Accept other than the lowest priced offer;
- Award a contract on the basis of initial responses received, without discussions or requests for best and final offers; and
- Maintain its current election services relationship without pursuing a contract with a new vendor.

TRSL will not reimburse vendors for any expenses incurred in responding to this request. Likewise, the submission of a response does not in any way obligate TRSL to purchase services or products, or to enter into a contract with the vendor.

A vendor’s response to this SFP may be incorporated into any subsequent contract between TRSL and the selected vendor unless the language conflicts with the contract.
**Bidder Inquiries**

TRSL will consider written bidder inquiries regarding SFP requirements or scope of services before the date specified in the Schedule for Bids. TRSL reserves the right to modify the SFP should a change be identified that is in the best interest of TRSL.

To be considered, written inquiries and requests for clarification of the content of this SFP must be received at the physical address, email address or fax number listed in the Contact Information section, by **4:30 p.m. (CST) Monday, February 17, 2020**, as specified in the Schedule for Bids.

Any and all questions submitted to the SFP Coordinator will be deemed to require an official response. Official responses to each of the questions presented by the bidders will be posted by **Wednesday, February 19, 2020** at http://www.trsl.org.

Only the SFP Coordinator has the authority to officially respond to bidder questions on behalf of TRSL. Communications from any other individuals are not binding to TRSL. All inquiries and submissions concerning this SFP should be mailed, e-mailed, or faxed to the SFP Coordinator.

**SFP SCHEDULE**

**Schedule for Bids**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Send out bid invitation letters</td>
<td>Mon., February 3, 2020</td>
</tr>
<tr>
<td>Deadline for receiving bidder inquiries</td>
<td>Mon., February 17, 2020</td>
</tr>
<tr>
<td>Issue responses to bidder inquiries</td>
<td>Wed., February 19, 2020</td>
</tr>
<tr>
<td>Final date for submissions</td>
<td><strong>4:30 p.m. CST on Mon., March 16, 2020</strong></td>
</tr>
<tr>
<td>Finalist interviews and demonstrations</td>
<td>Mon., March 23 – Fri. March 27, 2020</td>
</tr>
<tr>
<td>Announcement of vendor selection</td>
<td>Fri. April 3, 2020</td>
</tr>
<tr>
<td>Anticipated contract execution date</td>
<td>Wed., April 8, 2020</td>
</tr>
<tr>
<td>Contract effective date</td>
<td>Wed., April 8, 2020</td>
</tr>
</tbody>
</table>

**NOTE:** TRSL reserves the right to amend and/or change this schedule of SFP events as it deems necessary under the circumstances
EVALUATION PROCESS AND FACTORS

Evaluation Criteria

All proposals received by the submission deadline will be reviewed by a committee of TRSL employees to determine whether or not they meet the requirements of this SFP and to recommend the best vendor to award the contract. The primary factors to be considered include the following:

a. Prospective vendor’s proposal: Evaluation of the bidder’s election process in terms of maintaining the security and integrity of the process; guaranteeing the accuracy of the results; and maintaining voter confidentiality

b. Prospective vendor’s ability to provide election services and meet election deadlines: Evaluation of the bidder’s understanding of the work to be performed, commitment to perform the work within the schedule, and ability to meet the specifications

c. Experience of the contractor: Evaluation of the bidder’s experience providing election services to similarly sized organizations, particularly public organizations

d. Prospective vendor’s customer service: Evaluation of the bidder’s practice and procedures for addressing and/or responding to client concerns and/or communications (i.e. phone calls, emails) as well as information obtained through bidder’s references

e. Cost: Evaluation of the bidder’s costs for providing election services, including costs for voting recounts, election reruns, and election runoffs

REQUIRED SERVICES

Minimum Requirements for Bidders

The selected vendor must meet the following requirements:

a. Proper authorization to conduct business in the state of Louisiana

b. Demonstrate previous experience using an interactive voice response (IVR) telephone voting system, electronic voting via the Internet, and paper ballot systems to conduct an election, benefits enrollment, or similar functions, for a public, private, or corporate organization of comparable size to TRSL

c. Possess an existing IVR, Internet, and paper ballot voting system, along with the in-house technical expertise to support these systems

d. Ability to collect votes from IVR, Internet, and paper ballot systems without allowing multiple voting and ensuring confidentiality

e. Agree to abide by Louisiana law, including Louisiana ethics and reporting laws
Election Services Required

The selected vendor shall provide the following services:

a. Voting materials preparation: Prepare paper ballots and/or voting materials to be distributed to eligible voting members. Voting materials may include candidate biographies, pre-printed postage paid return envelopes, and other required voting information. Print and distribute ballots and/or voting materials to eligible voting members, including labeling and zip coding in compliance with U.S. Postal Service address hygiene requirements.

b. Vote collection: Collect votes utilizing an interactive voice response (IVR) telephone voting system, electronic voting via the Internet, and votes cast as paper ballots. Verify that only eligible TRSL members can cast votes. Use a voting process that does not utilize the member’s full Social Security number for voter identification. Maintain confidentiality of member data and voting decisions. Have the ability to run simultaneous elections.

c. Vote tallying: Tally IVR votes, Internet votes, and votes cast by paper ballots. Verify that only a single vote is cast by each voting member.

d. Customer service: Provide easy-to-read ballot and voting material with clear instructions on how to cast vote by telephone, Internet or paper ballot. Provide a toll-free telephone number for use by voting members to receive additional information and/or customer assistance. Provide a bank of telephone lines sufficient to allow voting members access to electronic voting within 15 seconds even during peak calling hours. Provide Internet server and bandwidth capacity to allow voting members access to Internet voting within 15 seconds even during peak hours. Assist a member with a disability to cast a vote as outlined in the Election Policy (Appendix C).

e. Vote certification: Provide validated and certified election results, as indicated in the election schedule (Appendix B) to TRSL representing the final vote tally, including percentages of votes for each candidate; (b) eligible voters who cast ballots; and ballots cast by voting method per week.

f. Data retention: Maintain all ballots for a period of one year after the certification of the election results by the TRSL Board, in the event a recount is necessary.
PROPOSAL REQUIREMENTS

Information Required on all SFP Responses

The contractor must include an understanding of the work to be performed and a commitment to perform the work with the time schedule previously set forth. The contractor must also provide detailed information pertaining to the following:

1. General Overview: Provide the timeline and process your firm will implement to fulfill the requirements outlined in this SFP, utilizing the sample election schedule in Appendix B. Include the time and method by which TRSL must provide voting member information in order to meet material transmission deadlines.

2. Election Platform and Process: Describe your election platform and any features that allow for customization. How long have you had your existing platform? Please disclose any plans to move to a different platform. Describe how you intend to structure the IVR, Internet, and paper ballot to aid TRSL members in casting their votes. Provide sample ballots and election material.

3. Security: Describe what steps you will take to protect any data, files, reports, or other information from destruction, loss, erasure, or breach. Provide specific security measures for TRSL data. Describe the electronic media and transmission method your firm would use in the transporting of data. Provide details about how your firm prevents unauthorized access to its computer system. Describe how you plan to prevent members from casting multiple votes. Provide information about your data retention requirements and/or guidelines as well as your schedules for data deletion.

4. Anonymity: Describe the process by which you will ensure voter anonymity and include a guarantee that all member information will remain confidential and that no information (originals or copies) will be sold or otherwise transferred to another party.

5. Experience: Provide the length of time your firm has been in operation, and the number of times your firm has performed election or benefit enrollment services using IVR, Internet, and paper ballot systems. If your firm has provided these services in the past, provide the largest number of votes cast or members serviced by IVR, Internet, and paper ballot. Specify if these services have been provided to a public entity and/or retirement system.

6. References: Provide names, addresses, telephone numbers, and contact person of firms for whom your company performs election services. Provide names and backgrounds of any individuals who would be assigned to the TRSL account and how long they have been with your company. Include any relevant certifications for these persons. Provide the names, addresses, telephone numbers, type of business, and number of employees of any third-party firms involved in your bid. Provide a list of five client references for any third-party firms involved in your bid.

7. Customer Service: Describe how you plan to track and resolve TRSL member requests and complaints.
8. **Financials**: Provide copies of your firm’s most recent audited financial statement and a copy of your firm’s most recent SAS 70 audit report.

9. **Cost**: Provide a detailed breakdown of all expected costs for election services, including (a) printing and mailing *Call for Candidates* postcards, *Notice of Forthcoming Election* postcards and ballots for the 2020, 2021, 2022, and 2023 elections (cost per unit); (b) toll-free telephone expenses; (c) election management services including vote collection and tallying; (d) travel expenses; (f) miscellaneous costs. TRSL prefers a guaranteed-fee bid. If your firm is unable to guarantee fees for contract term, what is maximum fee increase for the 2021, 2022, 2023, 2024, and 2025 elections? (See Appendix A.)

10. **Account Servicing**: Identify the representative(s) who likely would be responsible for TRSL’s account. Describe their roles, responsibilities, credentials, and experience.

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**TRSL CONTRACT TERMS**

**Contract Term**

Initial contract term will be from the effective date of contract through the end of Calendar Year 2022, with two optional one-year renewals by TRSL ((2023 and 2024) see Appendix A).

A contract for services is included as an attachment to the SFP. Proposing firms must agree to the terms of the contract or identify any exceptions and include any proposed changes in the response to the SFP. The SFP and all written material received from the successful vendor will be considered contractual obligations unless they conflict with the signed contract. (See Appendix D.)

**Contingency of Awarding of Contract**

During this search for board election services, February 3, 2020, through March 27, 2020, contact by a bidder concerning this search with the TRSL Board is prohibited. Doing so could cause your firm to be eliminated from the search process. The proposing firm must also adhere to the Louisiana Code of Governmental Ethics and the Louisiana laws pertaining to executive branch lobbying (see [www.ethics.state.la.us](http://www.ethics.state.la.us)).
## APPENDIX A: FUTURE ELECTIONS

<table>
<thead>
<tr>
<th>Election Year</th>
<th>Estimated Voters</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2020 Election</strong></td>
<td></td>
</tr>
<tr>
<td>District 5</td>
<td>11,100</td>
</tr>
<tr>
<td>District 6</td>
<td>12,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>23,100</strong></td>
</tr>
<tr>
<td><strong>2021 Election</strong></td>
<td></td>
</tr>
<tr>
<td>Retirees</td>
<td>70,600</td>
</tr>
<tr>
<td>School Food Service</td>
<td>7,500</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>78,100</strong></td>
</tr>
<tr>
<td><strong>2022 Election</strong></td>
<td></td>
</tr>
<tr>
<td>Colleges &amp; Universities</td>
<td>11,500</td>
</tr>
<tr>
<td>District 1</td>
<td>11,100</td>
</tr>
<tr>
<td>District 7</td>
<td>11,900</td>
</tr>
<tr>
<td>Retirees</td>
<td>70,600</td>
</tr>
<tr>
<td>Superintendents</td>
<td>69</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>105,169</strong></td>
</tr>
<tr>
<td><strong>2023 Election</strong></td>
<td></td>
</tr>
<tr>
<td>District 2</td>
<td>7,600</td>
</tr>
<tr>
<td>District 3</td>
<td>10,800</td>
</tr>
<tr>
<td>District 4</td>
<td>10,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>28,400</strong></td>
</tr>
<tr>
<td><strong>2024 Election</strong></td>
<td></td>
</tr>
<tr>
<td>District 5</td>
<td>11,100</td>
</tr>
<tr>
<td>District 6</td>
<td>12,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>23,100</strong></td>
</tr>
</tbody>
</table>
### 2020 Election Schedule - District 5 and District 6

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Call for Candidates</em> notice transmitted to members by TRSL</td>
<td>Mon., February 17, 2020</td>
</tr>
<tr>
<td>Candidate <em>Letter of Intent</em> must be received at TRSL by 4:30 p.m.</td>
<td>Thurs., April 30, 2020</td>
</tr>
<tr>
<td>Address file transmitted to vendor by TRSL staff</td>
<td>Fri., July 10, 2020</td>
</tr>
<tr>
<td><em>Notice of Forthcoming Election</em> transmitted by TRSL to active members, employers, and active member associations</td>
<td>Mon., August 3, 2020</td>
</tr>
<tr>
<td>Vendor mails voting information to members’ home addresses</td>
<td>Mon., August 10, 2020</td>
</tr>
<tr>
<td>Telephonic and Web voting must be completed and all paper ballots received by vendor by 4:30 p.m.</td>
<td>Thurs., September 10, 2020</td>
</tr>
<tr>
<td>Vendor sends (via overnight) certified primary results to arrive at TRSL by 4 p.m.</td>
<td>Mon., September 14, 2020</td>
</tr>
<tr>
<td>Elections Committee receives primary results</td>
<td>October 1 or 2, 2020</td>
</tr>
<tr>
<td>Elections Committee reports primary results to the Board</td>
<td>October 1 or 2, 2020</td>
</tr>
<tr>
<td>Address file transmitted to vendor by TRSL staff</td>
<td>Friday, October 2, 2020</td>
</tr>
<tr>
<td><em>Notice of Forthcoming Run-Off Election</em> transmitted to members by TRSL</td>
<td>Tues., October 6, 2020</td>
</tr>
<tr>
<td>Vendor mails run-off voting information to members’ home addresses</td>
<td>Fri., October 16, 2020</td>
</tr>
<tr>
<td>Run-off telephonic and web voting must be completed and all paper ballots to vendor by 4:30 p.m.</td>
<td>Mon., November 16, 2020</td>
</tr>
<tr>
<td>Vendor sends (via overnight) certified run-off results to arrive at TRSL office by 4 p.m.</td>
<td>Mon., November 23, 2020</td>
</tr>
<tr>
<td>Elections Committee receives run-off results</td>
<td>December 3 or 4, 2020</td>
</tr>
<tr>
<td>Elections Committee reports run-off results to the Board</td>
<td>December 3 or 4, 2020</td>
</tr>
<tr>
<td>Oath of Office</td>
<td>January 2021</td>
</tr>
</tbody>
</table>
APPENDIX C: ELECTION POLICY

POLICY NUMBER: 100.3

TITLE: Election of Trustees

I. PURPOSE

The Board of Trustees of TRSL is charged with establishing procedures for the election of members to the Board, in compliance with applicable law. The Board consists of 17 trustees, 12 of whom are elected pursuant to procedures established by the Board to represent active and retired members; members employed in institutions of higher education; members paid with school lunch funds; and members who are employed as a city or parish school superintendent. The following procedures set forth the processes by which such trustees are elected.

II. IMPLEMENTATION OF ELECTION PROCEDURES

A. TRSL staff and an elections management vendor, selected pursuant to the procedures set forth herein, shall implement this policy in the election of members of the Board.

B. Any interpretation or clarification of this election policy will be at the discretion of the Board. A majority vote by the Board will decide any questions raised and those decisions will be considered final.

III. CANDIDATE ELIGIBILITY

A. Qualifications

1. Active member positions on the Board consist of the School Food Service Representative, the State Colleges and Universities Representative, the Parish and City Superintendent Representative, and the seven geographic district representatives.

2. All active members must be hired no later than April 30 of an election year to qualify to run for a seat on the Board representing the district in which they are employed or the respective group to which they belong.

3. Active Members

   a. An active member, for the purposes of qualifying to seek election to the Board, is an individual who qualifies as a “teacher,” as defined in La.
R.S. 11:701(33), or an individual who has retained membership in TRSL pursuant to La. R.S. 11:723.

i. An active member who becomes a candidate in a Trustee election must maintain employment with a TRSL-participating employer through the election cycle.

ii. An active member elected to the Board must be employed by a TRSL-participating employer when assuming a Trustee position, after which a termination of employment with a TRSL-participating employer will be governed by La. R.S. 11:822.

b. An active member on a leave of absence from employment shall be eligible to seek election to the Board.

c. A member participating in the Deferred Retirement Option Plan (DROP) or working after DROP shall be eligible to seek election to the Board in an active member position.

d. An active member, for the purposes of qualifying to seek election to the Board, does not include:

   i. an individual who has chosen to participate in the Optional Retirement Plan, La. R.S. 11:921 et seq., thereby forgoing the right to participate in the TRSL regular retirement plan;

   iii. an individual holding membership in the United States Civil Service Retirement System, as provided in La. R.S. 11:881.

4. **School Food Service Worker Representative**

   Any active member paid by school food service funds may seek election to the Board.

5. **State Colleges and Universities Representative**

   Any active member employed by a state college or university may seek election to the Board. There is no restriction as to the type of employment or position held by an otherwise qualified active member seeking or holding the State Colleges and Universities Trustee position. As set forth in Paragraph III.A.3, “active member” does not include an individual who has chosen to participate in the Optional Retirement Plan, La. R.S. 11:921
et seq., thereby forgoing the right to participate in the TRSL regular retirement plan.

6. **Parish or City Superintendent Representative**

Any active member employed as a parish or city superintendent may seek election to the Board.

7. **Geographic District Active Member Representatives**

a. Active members seeking election to the Board to represent a geographic district must be employed in a parish that the respective district represents, as follows:

   i. **District 1:** Ascension, St. James, St. John the Baptist, St. Charles, Jefferson, Plaquemines, St. Bernard

   ii. **District 2:** Washington, St. Tammany, Orleans

   iii. **District 3:** East Baton Rouge, Iberville, Assumption, Lafourche, Terrebonne

   iv. **District 4:** Caddo, Bossier, Webster, Claiborne, DeSoto, Red River, Bienville, Lincoln, Sabine, Natchitoches

   v. **District 5:** Union, Morehouse, West Carroll, East Carroll, Jackson, Ouachita, Richland, Madison, Caldwell, Franklin, Tensas, Catahoula, Concordia, West Feliciana, East Feliciana, St. Helena, Livingston, Tangipahoa

   vi. **District 6:** Winn, Grant, LaSalle, Vernon, Rapides, Avoyelles, Beauregard, Allen, Evangeline, St. Landry, Pointe Coupee, Jefferson Davis, St. Martin, West Baton Rouge

   vii. **District 7:** Calcasieu, Acadia, Cameron, Vermilion, Lafayette, Iberia, St. Mary

b. Active members who qualify to hold the position of School Food Service Worker Representative, State Colleges and Universities Representative, or Parish or City Superintendent Representative are not eligible to seek election as a representative of a geographic district.

c. There is no restriction as to the type of employment or position held by an otherwise qualified active member seeking or holding a Trustee position representing a geographic district.
8. An active member employed by two TRSL employers shall be eligible to seek office based on the member’s primary employment.

9. **Retired Representative**
   a. There are two Retired Representatives on the Board.
   b. A retiree, for the purposes of qualifying to seek election to the Board, is an individual who has retired from TRSL, pursuant to La. R.S. 11:761, even if such retiree has returned to active service pursuant to La. R.S. 11:710 (Return to Work Law), and La. R.S. 11:778, provided the retiree maintains the status of retiree.
   c. Any retiree may seek election to the Board as a Retired Representative. There is no restriction as to the type of employment or position held by an individual seeking or holding the Retired Representative position.

B. **Qualifying Process**

1. **Letter of Intent and Candidate Statement**
   a. An active member or retiree seeking election to a position on the Board (“Candidate”), must mail a Letter of Intent to TRSL. The Letter of Intent must include the following:
      i. The Candidate’s name as it is to appear on the ballot;
      ii. The last four digits of the Candidate’s Social Security number;
      iii. A daytime telephone number where the Candidate can be reached;
      iv. An email address where the Candidate can be contacted; and
      v. For active members, the Candidate’s:
           aa. Place of employment; and
   b. Candidate Statement. A Candidate may submit the following information for printing on the ballot that will be mailed to eligible voters by TRSL or its election vendor:
      i. A biographical statement (curriculum vitae) of up to 250 words; and
      ii. A candidate statement of interest in position of up to 75 words.
c. All materials must be mailed to the attention of the TRSL Director. Materials must be mailed to TRSL’s physical address, 8401 United Plaza Boulevard, 3rd Floor, Baton Rouge LA 70809-7017 by U.S. Certified Mail, U.S. Registered Mail, U.S. Express Mail, or other carrier that requires proof of delivery. No other method of delivery will be accepted.

d. The Candidate Statement printed on the regular election ballot will be printed on the runoff election ballot.

2. **Deadline for Receipt of Qualifying Materials for Regular Elections**

A Candidate’s Letter of Intent and Candidate Statement (“Qualifying Materials”) must be received by TRSL no later than 4:30 p.m., Central Time, on the last working day prior to the first day of May in the year of the election.

3. **Notice of Qualification Status**

a. TRSL will acknowledge receipt of each Candidate’s qualifying materials and provide each candidate with qualification status for the election.

b. TRSL will provide each qualifying Candidate who meets eligibility requirements with the following:

   i. A copy of the fiduciary responsibility document;
   
   ii. A copy of the applicable Election Schedule;
   
   iii. A copy of financial disclosure statutory requirements and information for boards and commissions; and
   

4. **Failure to Qualify**

a. The following individuals shall fail to qualify to be a candidate for election to the Board:

   i. Individuals failing to meet established deadlines for the submission of qualifying materials; and
   
   ii. Individuals failing to meet any of the qualifications set forth herein for the respective position they are seeking.
C. **Candidate Code of Conduct**

1. All candidates (including trustees seeking re-election to the Board) are prohibited from using any stationery, document, envelope, advertisement, social media posting, website, or email that contains TRSL identification, such as logos, symbols, emblems or letterhead, in a manner that either directly or indirectly solicits a vote in which a reasonable person would assume constitutes an endorsement from TRSL. Candidates may link, like, or repost pictures or information posted by TRSL on their own social media pages, but may not do so in a manner that circumvents this policy.

   a. Candidates or their surrogates who violate this provision will be required to make notification at their own expense to individuals who received the prohibited correspondence/information, clarifying that use of TRSL identification was in violation of the Board’s election policy and in no way constitutes an endorsement by TRSL.

   b. Any candidate found to be in violation of this provision may be subject to formal corrective action and/or liability.

2. Candidates seeking re-election shall not participate in the distribution, collection, delivery, opening, and/or ratification of election results.

3. Candidates seeking re-election to the Board shall not serve on the Elections Committee during the year the election is to be held.

4. All candidates may seek information from TRSL that is available to the general public and TRSL employees may respond to such a request; however, TRSL employees are prohibited from participating in any candidate’s campaign activities during regular working hours.

IV. **ELECTION PROCESS**

A. **Election Schedule**

1. The Board will approve a regular election schedule in January or February of each year in which an election will be held.

2. The Board will approve a special election schedule, as necessary.

3. All election schedules presented to the Board for approval shall be in compliance with this policy, with date alterations, as necessary, for special elections.
4. The Board shall have the authority to modify any election schedule due to extraordinary circumstances.

B. **Call for Candidates**

1. No later than March 1 of each year in which a regular election(s) will be held, a notice announcing the elections of representatives to the Board will be provided to members and retirees utilizing various methods of communication, including the TRSL website, publications, email blasts, and social media. Notice will also be provided to employers for active members in districts or categories and employee and retiree associations, as applicable.

2. Information regarding the qualifications to seek election to the Board, the process for qualifying for election, important dates, and TRSL contact information will be included in all notices.

3. TRSL will request that employers provide notice to their employees in a manner that is reasonable and customary.

C. **Electorate Database**

Through secure electronic transmission, TRSL will submit appropriate member database information to the election vendor for the purpose of allowing every eligible voter the ability to cast a single vote in the election.

D. **Approval of Election Information**

1. In compliance with statute, the Board will approve election information that will be transmitted to TRSL members.

2. Election information will be provided to the chairs of the House of Representatives and Senate Retirement Committees for their review, as provided by law.

E. **TRSL’s Election Webpage**

1. The TRSL website will contain the following materials regarding TRSL Trustee elections:

   a. Board Governance Manual Policy Number 100.3 (Election of Trustees);

   b. A list of elections to be held in the current calendar year and the upcoming three calendar years; and
c. The election schedule approved by the Board for any election in the current calendar year.

2. The TRSL website is not a public forum; therefore, no campaign materials will be posted on the website.

F. **Notice of Forthcoming Election**

A Notice of Forthcoming Election will be provided to members and retirees utilizing various methods of communication, including the TRSL website, email blasts, and social media. Notice will also be provided to employers for active members in districts or categories and employee and retiree associations, as applicable.

G. **Transmission of Voting Materials to Eligible Voters**

Voting materials, including Candidate Statements and voting instructions, must be transmitted to active members and retirees eligible to vote in each respective trustee election at least thirty (30) days before the election deadline.

H. **Method of Voting in an Election**

Each eligible voter may cast a vote by telephone, on the Internet, or by paper ballot.

I. **Regular Election Voting Deadline**

A regular election voting deadline shall be scheduled no later than the last weekday in September and in sufficient time to permit the receipt of election results by the Board Elections Committee at its October meeting.

J. **Election to Board of Trustees**

1. A candidate receiving more than fifty (50) percent of all votes cast in the election contest shall be elected to the Board.

2. In the case of a tie or an appeal of any election, the Board shall make a determination as to the process to be used to conclude the election.

K. **Run-off Elections**

1. If no candidate receives more than fifty (50) percent of the votes in an election contest, a run-off election will be held between the two candidates who receive the largest number of votes.
2. If necessary, a run-off election shall be scheduled following the same procedures outlined for a primary election; however, the Board shall have the authority to waive the transmission of a Notice of Forthcoming Election to each member.

3. Notice of a run-off election will be included in TRSL publications and on its website.

4. The election voting deadline shall be scheduled no later than the last weekday in November and in sufficient time to permit the receipt of election results by the Board Elections Committee at its December meeting.

L. Opening and Ratification of Election Results

1. The Elections Committee will open and ratify the election results for each election.

2. The Election Committee will invite candidates or their representatives to be present during the opening of the election results.

3. All candidates will be notified of the results following the Election Committee meeting.

M. Publication of Election Results

All election results will be published by percentage in TRSL publications, on the TRSL website, and in press release(s). Published election results will include the name of the Trustee-elect and the percentage of the vote won by the Trustee-elect.

N. Interim Appointments and Special Elections

1. In the event of a vacancy in the office of a Trustee when the unexpired portion of the term is one year or less, the Board may fill the vacancy by the appointment of a person who is otherwise qualified and eligible to hold that particular office which is vacant for the remainder of the term.

   a. The Board may choose to use the procedure outlined below, but is not required to do so.
2. In the event of a vacancy in the office of a trustee when the unexpired portion of the term exceeds one year, the Board shall fill the unexpired term by calling a special election.

   a. Prior to the special election, the Board may appoint a person who is otherwise qualified and eligible to hold that particular office which is vacant. If a person is appointed prior to a special election, the Board shall use the procedure outlined below.

   b. The Board will establish an election schedule for any special election following the same procedures outlined for a primary election with date alterations, as necessary. The Board shall have the authority to schedule a special election to be conducted on the same schedule as a regular election.

      i. Board members elected via special election to fill a vacant term exceeding one year shall hold such office until the regular election for that position is held in accordance with the Term of Office had that position not been vacant.

3. When making an interim appointment to a vacant position,

   a. A notice announcing the vacancy and that the Board will be making an interim appointment will be provided to members and retirees. In making this announcement, various methods of communication, including the TRSL website, publications, email blasts, and social media, will be utilized. Notice will also be provided to employers for active members in districts or categories and employee and retiree associations, as applicable,

   b. Members seeking an interim appointment shall submit a Letter of Intent and Applicant Statement as provided in Section III.B of this policy to the TRSL official business address by an established deadline,

   c. Applicants may be asked to appear before the Board to express their interest in the position at the meeting in which the appointment is scheduled to be made, and
O. Taking of Office and Oath of Office

1. Each Trustee elected to the Board in a regular election will assume office at the end of the term of the incumbent.

2. Each Trustee elected to the Board in a special election or appointed to the Board will assume office at the first board meeting following election or appointment.

3. Each Trustee will take an oath of office in accordance with applicable law.

4. Before taking the oath of office, an incoming Trustee who has any change in status that would otherwise result in a vacancy in the position shall not be eligible to become a member of the Board.

V. ELIGIBLE VOTERS

A. Active Members Eligible to Vote

1. An active member, for the purposes of voting in a Trustee election, is an individual who qualifies as a “teacher,” as defined in La. R.S. 11:701(33), or an individual who has retained membership in TRSL pursuant to La. R.S. 11:723.

2. An active member shall be eligible to vote in a Trustee election in which the member would also be eligible to qualify as a candidate as set forth in Section III.A.3 through A.7 of this policy.

3. All active members must be hired no later than July 1 of an election year to be eligible to vote in a Trustee election.

4. An active member employed by two TRSL employers in separate geographic districts or Trustee position categories or a combination thereof, who make contributions to TRSL for both employments will be allowed to participate in elections for the respective Trustee positions. Such members may participate in the election in each applicable district or category provided contributions were made in the respective calendar year. Active members employed by two TRSL employers in the same geographic district or Trustee position category shall only be permitted to cast one vote in the election for the Trustee position.
5. An active member on leave of absence from employment who otherwise qualifies to vote in a Trustee election shall be eligible to vote in the applicable Trustee election.

6. An active member employed on a part-time, temporary, or substitute basis is eligible to vote in the applicable Trustee election.

7. A member participating in the Deferred Retirement Option Plan (DROP) or working after DROP is eligible to vote as an active member.

8. An active member, for the purposes of voting in a Trustee election, does not include:
   a. an individual who has chosen to participate in the Optional Retirement Plan, La. R.S. 11:921 et seq., thereby forgoing the right to participate in the TRSL regular retirement plan;
   b. an individual holding membership in the United States Civil Service Retirement System, as provided in La. R.S. 11:881.

B. **Retirees Eligible to Vote**

1. A retiree shall be eligible to vote in a Trustee election in which the retiree would also be eligible to qualify as a candidate as set forth in Section III.A.9 of this policy.

2. A retiree must be retired no later than April 30 of an election year to be eligible to vote in a Trustee election.

VI. **SELECTION OF VENDOR**

The TRSL Director shall select a vendor to provide election services through the use of a Solicitation for Proposal and determine the term of the contract for such services.

In the event of extenuating circumstances, the TRSL Director may choose to execute a contract with an election service provider without the necessity of a Solicitation for Proposal.

VII. **VENDOR RESPONSIBILITIES**

A. The vendor will conduct the election in accordance with the Board-approved election schedule.

B. The vendor will transmit election information and voting instructions to the home address on file with TRSL of each eligible voting member.
C. The voting instructions provided by the Vendor to each eligible voting member shall contain instructions for each type of voting methods. Voting methods shall include telephone voting, Internet voting, and, paper ballot voting. Additionally, instructions shall contain the statement “Vote for One Candidate Only.”

D. The vendor must assign a unique Personal Identification Number (PIN) to each eligible voting member to be used when voting by telephone or web.

E. The vendor must provide a toll-free telephone number for those members who wish to vote using the telephone voting procedure; web pages for those who wish to vote using the Internet; and a paper ballot for those who wish to vote by paper ballot. The vendor must also provide a toll-free telephone number for customer assistance, which includes provisions for casting a vote for a disabled member.

F. When the vendor's customer service representative receives a call from a disabled member who is unable to cast a vote, the representative must cast the vote for the member as directed by the member after verifying the member is eligible to vote. Verification will require the last four digits of the member's Social Security number and PIN.

G. The first vote recorded by the vendor (either by telephone, Internet, or paper ballot) must be the vote counted.

H. The vendor must have the election results, including vote percentages by candidate, certified by a notary public. This certification is to be provided to the TRSL Director by overnight delivery, sent to the official TRSL business address, to be received on the date established by the Board-approved Election Schedule.

I. The vendor shall comply with all requirements set forth in its proposal in response to TRSL's Solicitation of Proposal or Request for Information, its contract with TRSL and all other agreements reached between the parties.

Authority: La. R.S. 11:822

History: Adopted December 2008

Revised June 2011

Revised January 2013

Revised February 2015

Revised December 2016

Revised January 2020
APPENDIX D: DRAFT CONTRACT

SERVICE AGREEMENT

This Agreement, dated as of _________________________ (this "Agreement"), by and between VENDOR, with its principal offices located at _______________________________ (hereinafter referred to as "VENDOR") and Teachers' Retirement System of Louisiana, with its principal offices located at 8401 United Plaza Boulevard, Ste. 300 Baton Rouge, LA 70804- 9123 (hereinafter referred to as "CLIENT").

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Election Services.** Subject to the terms and conditions set forth in this Agreement, VENDOR and CLIENT agree that during the term (as stated below in Section 2) of this Agreement, VENDOR will conduct CLIENT’S election(s) (the "Election(s)"). With respect to each Election, VENDOR shall provide CLIENT with a schedule (each, an "Election Services Schedule") specifying the services (the "Election Services") to be performed by VENDOR and the rate for each such Election. A copy of each Election Services Schedule shall be attached hereto and shall become a part of this Agreement. In connection with each Election, not later than 30 days prior to such Election, CLIENT will provide VENDOR with specific schedules, time frames and procedures (including copies of all internal and external rules, laws, regulations, bylaws, directives, statutes and ordinances which may affect, relate to or govern each such Election) to be incorporated into the Election Services Schedule which shall be prepared and administered by VENDOR. VENDOR will submit each Election Services Schedule to CLIENT for CLIENT’S approval and, upon such approval, the Election Services Schedule shall be attached hereto and shall become a part of this Agreement.

2. **Scope of Services:** Under this agreement, VENDOR shall provide the following services:

   A. Vote collection services, including electronic votes utilizing an interactive voice response ("IVR") telephone voting system, web-based voting, and paper ballots.

   B. Vote tallying services, including IVR votes, web-based votes, and paper ballots.
C. Responsible for distribution of voting materials, including labeling and zip coding in compliance with U.S. Postal Service address hygiene requirements. For candidate brochures and ballots, utilize standard mail with all available discounts for presorting, barcoding, and zip coding, with endorsement that guarantees forwarding and return postage and requests address corrections from the U.S. Postal Service.

D. Verification that only System membership can cast votes.

E. Verification that only a single vote is cast by each member in any one election.

F. Provide toll-free customer service number for members.

G. Live customer service available weekdays during regular business hours.

H. Provide assistance to voting members with a disability to cast a vote through the VENDOR’S customer service representative.

I. Provide a computer system that is compatible with the System-produced mailing address database.

J. Provide available telephone lines sufficient to allow voting members access to electronic voting within 15 seconds, even during peak calling hours.

K. Provide internet server and bandwidth capacity to allow voting members to access Internet voting within 15 seconds even during peak hours.

L. Mail *Notice of Forthcoming Election* information/ballots to home address of each eligible voting member. The addresses used for such mailings shall only be those provided to VENDOR by CLIENT. VENDOR agrees that it will not update the addresses provided by the CLIENT with any corrections provided by the United States Postal Service.

M. Duplication of IVR, web, and paper voting services for simultaneous elections.

N. Reports on the total count by candidate, and percentages of votes for each candidate, eligible voters who cast ballots, and ballots cast by voting method per week.

O. VENDOR shall perform all of the above services for the purposes of conducting any primary and run-off election.

P. Comply with Louisiana law and all policies governing trustee elections adopted by the Teachers’ Retirement System of Louisiana Board of Trustees.
Q. Meet all deadlines in the System election schedule, which shall include the following:

1. Transmission of voting materials to eligible voting members, as provided by System, at least thirty (30) days before any scheduled election deadline.

2. Transmission of Notice of Forthcoming Election to eligible voting members, as provided by System, prior to transmission of voting materials. At its discretion, the System may waive this requirement.

3. Transmission of election results to System by deadline set in election schedule.

R. Maintain confidentiality of member voting decisions.

S. Comply with all provisions set forth in VENDOR’S response to CLIENT’S Solicitation for Proposal (SFP) dated ________________ which is incorporated by reference herein. The provisions of this contract shall supersede any provision of the SFP response to the extent of any conflict.

T. VENDOR shall return all telephone calls and respond to all emails from CLIENT on the same day they are received concerning any issues or problems with any elections.

3. **Term.** The original term of this Agreement shall commence on _______________ and shall continue until December 31, 2022 unless terminated earlier pursuant to Section 6. Upon agreement of both parties, in writing, the term of the contract may be extended for a subsequent one (1) year period which shall continue until December 31, 2023. Upon agreement of both parties, in writing, a second subsequent term may be extended until December 31, 2024.

4. **Fees.**

   A. CLIENT agrees to pay VENDOR for its performance of the Election Services as set forth in the Election Services Schedule, for each Election conducted.

   B. CLIENT agrees to pay all federal, state, county and local excise, sales and user taxes applicable to this Agreement and each Election, if any. CLIENT is a tax exempt entity and agrees to provide certification of tax exemption upon request.
C. If CLIENT requests additional support or services beyond those specifically stated herein, VENDOR reserves the right to invoice CLIENT for such services; provided, that CLIENT and VENDOR shall agree in advance on the fees for such services and CLIENT shall sign a Change Order. Change Orders shall be invoiced and are due with final payment unless otherwise stated.

5. Payment Terms. All invoices are due and payable upon receipt. In the event of a dispute regarding an invoice or any portion thereof, CLIENT must provide written notice to VENDOR and shall promptly pay to VENDOR the full amount of the invoice less such disputed amount. Any invoice not contested within twenty (20) days from the date of the invoice shall be conclusively presumed to be correct. Payment for all invoices, including invoices for postage, shall be made payable to VENDOR.

6. Safeguarding Property. Attached hereto is TRSL Policy Number 801.0 Appendix B which is hereby incorporated into the contract. Additionally, CLIENT guarantees that the election data of TRSL remains exclusively in the United States of America and that said guarantee extends to data contained in the cloud service provider’s hosting and backup services.

   A. All processing of Election ballots will be performed at facilities designated by VENDOR.
   B. Except as otherwise provided in Section 7, only VENDOR’S authorized personnel are permitted to handle, touch or examine any Election materials provided, however, that candidates or representatives of candidates shall be permitted to observe the processing of the ballots and proxies if CLIENT has provided prior written authorization of same to VENDOR and if the operative rules and regulations governing such Election permit such observation.
   C. VENDOR will store all Election materials free of charge for thirty (30) days after any Election is completed. Election materials include voted and unvoted ballots, unused envelopes and any collateral biographical information. Prior to the end of such thirty-day period, CLIENT shall notify VENDOR in writing as to the final disposition of such Election materials. The parties hereby agree that if CLIENT fails to notify VENDOR in writing as to the final disposition of such Election materials within the required time period, VENDOR shall have the right, but not the obligation, to dispose of all such Election materials without any liability on the part of VENDOR.
8. **Termination.**

A. If either party breaches this Agreement or fails to perform its obligations hereunder, the other party shall provide a written notice of such breach or non-performance to the breaching or non-performing party, and such party shall have ten (10) days from receipt of such notice to cure such breach (if capable of cure) or non-performance. Should such party not adequately cure such breach or non-performance within such 10-day period, this Agreement may be terminated by the other party.

B. In addition to and notwithstanding anything to the contrary in Section 6(A) above, in the event CLIENT fails to pay any VENDOR invoice or any portion thereof (other than a disputed amount), VENDOR may, at its option (i) suspend its performance during the period of delinquency, or (ii) terminate this agreement. This remedy is non-exclusive and is in addition to all other remedies VENDOR may have at law or in equity.

C. This contract may be terminated by either party upon thirty (30) days' notice.

D. In the event this Agreement is terminated pursuant to Section 6(B), or 6(C) above, VENDOR shall be entitled to retain the non-refundable deposit and shall be reimbursed by CLIENT for all expenses incurred by VENDOR until the actual date of termination. If the Agreement is terminated pursuant to Section 6(A) due to breach by VENDOR, said deposit shall be reimbursed to CLIENT.

9. **Use Of Subcontractors.** CLIENT acknowledges that VENDOR, at certain stages of each Election process, may utilize the services of an independent subcontractor(s) to perform specialized functions including, but not limited to, inserting and mailing of Election materials. VENDOR shall be responsible for the performance of any such services by any independent contractor retained by VENDOR. Other than any observation rights CLIENT may have under Section 5(b) above, CLIENT shall have no right to control or supervise any subcontractor performing services hereunder.

10. **Adherence to Time Frames.** Both VENDOR and CLIENT understand the necessity of adhering to each Election Services Schedule. Should CLIENT not adhere to predetermined time frames and deliveries as set forth in each Election Services Schedule, VENDOR may assess overtime charges, as deemed appropriate and CLIENT hereby agrees to pay such charges, plus all unforeseen or unanticipated expenses incurred by VENDOR resulting from CLIENT'S failure to adhere to the Election Services Schedule.
11. **Rules Governing Election.** CLIENT warrants to VENDOR that CLIENT has provided VENDOR with true, correct and complete copies of all internal and external rules, laws, regulations, bylaws, directives, statutes and ordinances which may affect each Election. CLIENT further warrants that each Election as provided for herein is in compliance therewith. CLIENT will solely be responsible (i) for compliance with all laws and governmental regulations affecting its business and (ii) for any use CLIENT may make of the Election Services to assist in complying with such laws and governmental regulations. CLIENT agrees that it shall certify in writing to VENDOR all rules governing contact or communications between VENDOR and Election candidates.

12. **Indemnification.**

   A. CLIENT will indemnify and hold harmless VENDOR, its directors, officers, employees, agents, subsidiaries, affiliates, successors and assigns against any and all actions, proceedings, claims, liabilities, demands and costs, damages and expenses (including, without limitation, reasonable attorneys' fees) (collectively, "Damages"), as a result of lawsuits, claims, demands, costs, or judgments to which such party may be subjected by any third party arising out of or related to this Agreement or any Election, including, but not limited to, any alleged non-compliance with any rules, laws, regulations, bylaws, directives, statutes or ordinances affecting, relating to, or governing an Election, except to the extent that it is determined that such Damages were caused by the negligence, willful misconduct or gross negligence of VENDOR in the performance of its duties hereunder.

   B. VENDOR will indemnify and hold harmless CLIENT, its directors, officers, employees, agents, subsidiaries, affiliates, successors and assigns against any and all actions, proceedings, claims, liabilities, demands and costs, damages and expenses (including, without limitation, reasonable attorneys' fees) (collectively, "Damages"), as a result of lawsuits, claims, demands, costs, or judgments to which such party may be subjected by any third party arising out of or related to this Agreement or any Election, including, but not limited to, any alleged non-compliance with any rules, laws, regulations, bylaws, directives,
statutes or ordinances affecting, relating to, or governing an Election; provided, however, that VENDOR shall only be required to indemnify such party to the extent that it is determined that such Damages were caused by the willful misconduct or gross negligence of VENDOR in the performance of its duties hereunder.

13. **Limitation of Liability.**

   A. Except as may be required under section 10 above, neither party nor their respective directors, officers, employees, agents, subsidiaries, affiliates, successors and assigns shall be liable to the other, or their respective directors, officers, employees, agents, subsidiaries, affiliates, successors and assigns, whether in contract, tort or under any other legal theory, for lost profits or revenues, loss of use, or similar economic loss, or for any indirect, special, incidental, consequential or similar damages or punitive damages, arising out of or in connection with the performance or non-performance of the election services.

   B. CLIENT will be responsible for (i) the consequences of any instructions CLIENT may give to VENDOR, (ii) CLIENT'S failure to use the election services in the manner prescribed by VENDOR, and (iii) CLIENT'S failure to supply accurate information.

14. **Force Majeure.** Neither party shall be liable or shall be deemed to be in default for any delay or failure in performance arising under this Agreement or interruption of service resulting from acts of God, civil or military authorities, acts of war, acts of terrorism, fires, explosions, earthquakes, floods, the elements, strikes, labor disputes, communication line failure, or power failures outside the reasonable control of either party.

15. **Confidentiality.**

   A. All Confidential Information, as defined in this paragraph, will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own Confidential Information. The receiving party will limit access to Confidential Information to its employees and agents, including sub-contractors with a need to know and will instruct and obligate such employees and agents to keep such
information confidential. Notwithstanding the foregoing, the receiving party may disclose Confidential Information to the extent necessary to comply with any law, rule, regulation or ruling applicable to it and to the extent necessary to enforce its rights under this Agreement. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. For purposes of this Section, "Confidential Information" shall mean: all information of a confidential or proprietary nature provided by the disclosing party to the receiving party for use in connection with the Election Services, but does not include (i) information that is already known by the receiving party, (ii) information that becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis. Confidential Information of VENDOR also includes all VENDOR trade secrets, processes, proprietary data, information or documentation related thereto, or any pricing or product information furnished to CLIENT by VENDOR.

B. Electronic information that may be qualified as non-public personal information, under the Gramm-Leach-Bliley Act and other consumer information protection legislation in effect at the time of this contract, shall be purged from VENDOR systems within thirty (30) days from completion of the final reports and resolution of all challenges or complaints, if any.

16. Reference. CLIENT agrees to let VENDOR use CLIENT’S name and contact information as a reference to potential VENDOR clients and/or investors. Disclosed information to potential clients and/or investors will be limited to the CLIENT’S name, the size of the CLIENT’S membership, a general description of the CLIENT’S election process, the work performed by VENDOR and the results achieved. The contact information will be the person stated in section 15.

17. Notices. Any notice or other communications hereunder must be in writing and shall be deemed to have been duly given and received on the day on which it is served by personal delivery upon the party for whom it is intended, on the third business day after it is mailed by registered or certified mail, return receipt requested, on the business day after it is delivered to a national courier service, or on the business day on which it is sent by fax; provided, that the fax is promptly confirmed by telephone confirmation thereof, to the person at the address or telephone number, as the case
may be, set forth below, or such other address or telephone number as may be designated in writing hereafter, in the same manner, by such person:

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<th>VENDOR:</th>
<th>CLIENT:</th>
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<tbody>
<tr>
<td>Name</td>
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<td>Address</td>
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<tr>
<td>Email:</td>
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18. **Assignability.** This Agreement shall not be assignable unless authorized by CLIENT in writing thirty (30) days prior to assignment. Any assigning party shall be bound by this Agreement unless specifically agreed to by both parties with any amendments to said Agreement being stated in writing and signed by CLIENT and assigned party.

19. **No Third-Party Beneficiaries.** Except as set forth in Section 10, nothing in this Agreement creates, or will be deemed to create, third-party beneficiaries of or under this Agreement. VENDOR has no obligation to any third-party (including, without limitation, CLIENT’S employees, shareholders or members) by virtue of this Agreement.

20. **Non-Hire.** During the term of this Agreement, CLIENT shall not solicit the employment of any VENDOR employee who has been involved in furnishing Election Services under this Agreement. Furthermore, VENDOR shall not solicit the employment of any CLIENT employee who has been involved in furnishing Election Services under this Agreement.

21. **Waivers and Amendments: Non-Contractual Remedies; Preservation of Remedies.** This Agreement may be amended, superseded, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. No delay on the part of either VENDOR or CLIENT in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of either VENDOR or CLIENT of any such right, power or privilege, or any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege.
22. **Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

23. **GOVERNING LAW.** THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE CONTROLLED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF LOUISIANA WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

24. **Entire Agreement.** This Agreement and the attached Schedules constitute the entire Agreement among the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements, written or oral, with respect thereto.

25. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

26. **Audit and Inspection of Records.** Those accounts of VENDOR relating to this contract shall be subject to audit by the Legislative Auditor of the State of Louisiana and/or any Certified Public Accounting firm under Contract with CLIENT or CLIENT audit staff.

27. **Disclosure of Expenditures.** Beginning January 1, 2005, any individual, committee, association, corporation, and any other organization or group of persons who has or is seeking a contractual, financial, or business relationship with any state or statewide retirement system in Louisiana must report expenditures, gifts, donations, etc., given to retirement officials. The law can be found on the Louisiana Legislature website at [http://www.legis.la.gov/Legis/Law.aspx?p=y&d=285461](http://www.legis.la.gov/Legis/Law.aspx?p=y&d=285461) and the complete Louisiana Code of Ethics can be found at [http://ethics.la.gov/](http://ethics.la.gov/).
28. **Ethics Compliance.** In the completion of work according to this agreement, the VENDOR must comply with the State of Louisiana Code of Governmental Ethics as published by the Louisiana Board of Ethics. The complete Louisiana Code of Governmental Ethics and any updates may be found at [http://ethics.la.gov/](http://ethics.la.gov/).

IN WITNESS WHEREOF, VENDOR and CLIENT have caused this Agreement to be executed by their duly authorized representative as of the date set forth below their signatures.

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<thead>
<tr>
<th>VENDOR:</th>
<th>CLIENT:</th>
</tr>
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<tbody>
<tr>
<td>Signatures</td>
<td>Signatures</td>
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</table>
APPENDIX E: TRSL POLICY 801 APPENDIX B

Confidential Information Provisions in TRSL Contracts

All financial, statistical, personal, technical and other data and information relating to TRSL’s operations which are designated confidential by the TRSL and made available to the Contractor in order to carry out this contract shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to TRSL.

Contracts with service providers shall include the following provisions:

1. Contractor acknowledges that any and all information that Contractor uses, receives and/or obtains access to from TRSL, either directly or indirectly, is considered confidential. Such information includes, but is not limited to information that personally identifies any living or deceased individuals such as social security numbers, date of birth, place of birth, medical information, beneficiary information, credit card numbers and bank account information.

2. Contractor agrees to hold all information used, received or obtain pursuant to this agreement in strict confidence. Contractor shall not use or disclose such information except as specifically permitted or required by this Agreement, or otherwise authorized in writing by TRSL, subject to and in accordance with applicable state and federal law.

3. Prohibition on Unauthorized Use or Disclosure of Information: Contractor agrees to hold all information in strict confidence. Contractor shall not use or disclose information received from or on behalf of TRSL except as permitted or required by this Agreement, or as otherwise authorized in writing by TRSL, all in accordance with applicable federal and state law.

4. Safeguard Standard: Contractor agrees that it will protect all information it receives from or on behalf of TRSL according to commercially acceptable standards and no less rigorously than it protects its own information, all in accordance with applicable federal and state laws.
5. Contractor agrees to bear the entire cost of notification in the event a breach of personal information (as defined by La R.S. 51:3073) occurs as a result of, or for reasons relating to this contract when such breach is attributable, either in whole or part, to the action, negligence or failure to act on the part of the contractor.

6. Return or Destruction of Information: Upon termination, cancellation, expiration or other conclusion of the Agreement, Contractor shall:
   
   a. Return to TRSL or, if return is not feasible, destroy all information in whatever form or medium that Contractor received from or created on behalf of TRSL. This provision shall also apply to all information that is in the possession of subcontractors or agents of Contractor. In such case, Contractor shall retain no copies of such information. Contractor shall complete such return or destruction as promptly as possible, but not less than thirty (30) days after the effective date of the conclusion of this Agreement. Within such thirty (30) day period, Contractor shall certify in writing to TRSL that such return or destruction has been completed.

   b. If Contractor believes that the return or destruction of information is not feasible, Contractor shall provide written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction is not feasible, Contractor shall extend the protections of this Agreement to all information received from or created on behalf of TRSL, and limit further uses and disclosures of such information, for so long as Contractor maintains the information.

7. Terms and Termination:
   
   a. In addition to the rights of the parties established by this Agreement, if TRSL reasonably determines in good faith that Contractor has materially breached any of its obligations under this Agreement, TRSL, in its sole discretion, shall have the right to:
      
      i. exercise any of its rights to reports, access and inspection under this Agreement; and/or
ii. require Contractor to submit to a plan of monitoring and reporting, as TRSL may determine necessary to maintain compliance with this Agreement; and/or

iii. provide Contractor with a fifteen (15) day period to cure the breach; and/or

iv. terminate the Agreement immediately if Contractor has breached a material term of this Agreement and cure is not possible.

b. Before exercising any of these options, TRSL shall provide written notice to Contractor describing the violation and the action it intends to take.

8. Subcontractors and Agents: If Contractor provides any information that was received from, or created for, TRSL to a subcontractor or agent, then Contractor shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Contractor by this Agreement.

9. Maintenance of the Security of Electronic Information: Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted information received from, or on behalf of, TRSL.

10. Reporting of Unauthorized Disclosures or Misuse of Information: Contractor shall report to TRSL any use or disclosure of information not authorized by this Agreement or in writing by TRSL. Contractor shall make the report to TRSL not less than one (1) business day after Contractor learns of such use or disclosure. Contractor’s report shall identify:

   a. the nature of the unauthorized use or disclosure,
   
   b. the information used or disclosed,
   
   c. who made the unauthorized use or received the unauthorized disclosure,
   
   d. what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and
   
   e. what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.