LOUISIANA CLERKS' REMOTE ACCESS AUTHORITY

Request for Qualifications and Proposals
For Case Management and Document Management Systems and Related Services
February 24, 2021

1.0   INTRODUCTION

The Louisiana Clerks' Remote Access Authority ("LCRAA") was authorized by La. R.S. 13:754. La. R.S. 13:754(B) requires LCRAA "to provide for infrastructure, governance, standard operating procedures, technology and training to support a statewide portal for secure remote access by internet users to certain records maintained by LCRAA members and shall provide assistance to LCRAA members in procuring, implementing, enhancing, and maintaining equipment, supplies, and services related to technology to facilitate electronic transactions and communications and to disseminate information to the public, to facilitate the operations of any member during any declared emergency, and to provide for document preservation."

LCRAA's portal located at www.laclerksportal.org ("Portal") currently provides secure remote access to indices of certain records maintained by Clerks of Court ("Clerks"). All 64 parish Clerks participate in LCRAA and provide access to certain records through the Portal; however, the use of any technology procured by LCRAA through this Request for Qualifications and Proposals ("RFQ&P") will be voluntary.

LCRAA seeks a paperless case management system ("CMS") and a paperless document management systems ("DMS") to process all pleadings, documents and evidence in civil and criminal suits capable of integrating e-filings and in-person filings to be implemented beginning on July 1, 2021 in parishes which choose to participate. The CMS and DMS must be capable of imprinting information on pleadings and forwarding documents to clerk personnel, court personnel and judges for electronic signature and capable of returning the signed documents to the Clerk for updating dockets and distribution to parties.

2.0   BACKGROUND

The 65 elected Clerks serve the 42 Judicial District Courts, the East Baton Rouge Parish Family Court and the Juvenile Courts providing a full range of court services for cases involving civil, criminal, family and juvenile cases. Some judicial districts consist of multiple parishes with multiple Clerks serving the same judicial district while other Clerks serve multiple courts (i.e. a Judicial District Court and a Juvenile Court) and others serve only a single court system.

Filers will access the E-filing System through the Portal, to file and process payments for filing fees. The E-filing System must be capable of: 1) forwarding documents to clerks of court for integration with existing CMS and/or DMS; 2) processing electronic payments; 3) disbursing funds to appropriate Clerks; and 3) adaptation to changes in legal requirements and current technology.

Since the Clerks operate independently, software related to the CMS and DMS including accounting systems, e-filing systems, recording software, jury management software and

court registry software varies. CMS and DMS must be capable of integration with other software in use by Clerks.

3.0 PROCUREMENT PROCESS REQUIREMENTS

LCRAA seeks a vendor to implement a CMS and DMS through its Portal for integration with other software used by Clerks. Contractor shall coordinate with participating Clerks to provide for conversion from Clerks existing CMS and DMS to the selected CMS and DMS to ensure continuity in the effective operation of the Clerks' offices and integration with related software including the E-Filing, accounting systems, jury management systems and registry of the court.

Contractor shall provide continuous maintenance and support for CMS and DMS. Additionally, Contractor shall enhance the CMS and DMS as necessary to adapt to changes in legal requirements, technology advances, and to improve functionality.

LCRAA's objective is to expand the ability of the Clerks to serve the judiciary by providing an efficient CMS and DMS and training for participating clerks. LCRAA seeks a Contractor to provide a CMS and DMS with the following minimum capabilities:

- Automation of daily tasks of court personnel
- Scheduling court events
- Suit accounting
- Post and scan documents upon filing
- Image paper files and associate them to suit records
- Integrate with other databases in use by Clerks
- Support electronic filing and payment processing of applicable filing fees
- Permit online access to the public for a limited time for a fee
- Permit online access to monthly or annual subscribers for a fee
- Permit online users to print for a fee
- Maintain a secure log activity relative to filings and case information to enable Clerks to review statistics regarding the date and time of filing, volume of filings, usage and method of filing and related fees
- Ability to initiate case reporting required by the Louisiana Supreme Court
- Ability to maintain the confidentiality of sealed records
- Ability to generate statistical reports
- Capture electronic signatures from a signature pad
- Ability to automatically redact information designated as personal in publicly available documents

Additionally, Contractor must provide:

- Training and technical support to Clerks during Clerks' regular business hours
- User support for e-filing via online chat 24 hours a day, seven days a week

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- User support via phone during regular Clerks' regular business hours
- High level of continuous user satisfaction

4.0 QUESTIONS AND COMMUNICATIONS

To ensure fair and objective evaluation of responses to Request for Qualifications and Proposals ("RFQ&P"), Respondents <u>SHALL NOT</u> initiate contact or communications with any Board member, employee, or contractor of LCRAA, any Clerk, employee of a Clerk, or any contractor of a Clerk regarding this RFQ&P until after a contract is awarded or this RFQ&P is cancelled.

Questions concerning this RFQ&P shall be submitted via email to LCRAARFP@gmail.com no later than 4:00 p.m. CST Thursday, March 11, 2021. All inquiries together with responses thereto will be posted on http://laclerksofcourt.org on or before Tuesday, March 16, 2021.

5.0 TENTATIVE SCHEDULE

The following schedule is tentative. LCRAA reserves the right to extend any deadline set forth below. Any extended deadline will be posted on http://laclerksofcourt.org.

Activity	Description	Date(s)	Day(s)
Submit Notice to Official Journal	Deadline for submission of Notice to The Advocate for 1st publication on February 24, 2021	Monday February 22, 2021 (before 2:00 p.m.)	
Publication of Notice RFQ&P	Notice published in The Advocate, on www.centralauctionhouse.com, http://laclerksofcourt.org and sent to interested parties	Wednesday, February 24, 2021	Day 1
Publication of Notice in Official Journal	RFQ&P Notice published in The Advocate	Wednesday, February 24, 2021 Friday, February 26, 2021 Monday, March 1, 2021	Days 1, 3 & 6
Inquiries regarding RFQ&P	Deadline for potential respondents to submit inquiries to LCRAARFP@gmail.com	4:00 pm CST Thursday, March 11, 2021	Day 16
Response to Inquiries	Deadline for LCRAA to post all inquiries and responses on http://laclerksofcourt.org	Tuesday, March 16, 2021	Day 21
Addenda	Deadline for LCRAA to issue Addenda to clarify RFQ&P, if necessary, posted on http://laclerksofcourt.org	Tuesday, March 23, 2021	Day 28
Statements of Qualifications and Proposals Due	Deadline to submit Statements of Qualifications and Proposals	12:00 pm CST Monday, April 5, 2021	Day 41
Ranking of Respondents and Interviews	LCRAA designees rank Respondents and set interview schedule	Week of April 5, 2021	Days 41-45
Interviews and Selection of Contractor	LCRAA Board interviews highest ranked Respondents and selects Contractor	Week of April 12th-16th	Days 48-52
Contract Period Begins	Contractor begins work	Week of May 10th- 14th	Days 76-80

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6.0   GENERAL INFORMATION

LCRAA shall determine, at its sole discretion, whether responses meet the requirements of the RFQ&P. Omissions of required information shall be grounds for rejection.

LCRAA reserves the right to modify or discontinue this RFQ&P at any time without any obligation to any Respondent. All costs of preparation of proposals shall be borne by Respondents. LCRAA will not reimburse any expense incurred by any Respondent prior to the term of the contract.

Issuance of this RFQ&P does not constitute a commitment by LCRAA to award a contract or enter a contract after an award is made. LCRAA reserves the right to take any action determined to be in the best interest of LCRAA, including but not limited to the following:

1. Rejection of all proposals.

2. Cancelation of this RFQ&P before or after one or more proposal(s) is received.

3. Declining to enter a contract with the successful Respondent at any time after the award is announced.

Respondents must deliver an original and ten copies of the Statement of Qualifications and Proposals and an electronic copy on a USB 3.0 Drive in PDF format on or before Monday, April 5, 2021, no later than 12:00 p.m. CST in a sealed container marked as follows:

<div align="center">

LCRAA CMS and DMS Proposal
10202 Jefferson Highway, Building A
Baton Rouge, LA 70809

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Proposals submitted in response to this RFQ&P become public records as required by the Louisiana Public Records Law. Any proprietary and/or trade secret information must be clearly designated, in accordance with La. R.S. 44:3.2. For each page of the proposal including confidential information, a redacted version of the page with all confidential proprietary and/or trade secret information redacted shall be provided.

A. Project Requirements

Contractor is required to:

1. Provide a project plan, itemized costs, and general specifications detailing equipment and software requirements to be used by CMS and DMS.

2. Provide a testing environment to implement CMS and DMS to test the secure exchange of documents and case information, and system compatibility.

3. Continuously test process to certify that the CMS and DMS properly integrate with other software used by the Clerk and processes are accurate and secure.

4. Prepare documentation, including but not limited to instructions to assist CMS and DMS users in customizing their systems for integration with other software.

5. Expedite migration of data from the existing the CMS and DMS.

6. Describe how automated clearing house ("ACH") services, escrow accounts and credit card payments will integrate with e-filing systems to securely process payments, record and log e-filing activity, and directly exchange information with Clerks' CMS.

7. Describe the functionality of any necessary web services, how they support the CMS and DMS and the manner in which exchanges will be acknowledged and logged.

8. Provide all equipment, materials, office space, and staffing to perform services necessary to migrate data from current CMS and DMS and install and support the CMS and DMS.

9. Adhere to all State and Federal regulations and guidelines, as well as, industry standards and best practices for information systems, data exchange, and any other functions Contractor deems necessary to fulfill the requirements of this RFQ&P.

10. Own, lease, or otherwise have access to computer facilities sufficient to develop and enhance the CMS and DMS as necessary.

11. Maintain the CMS and DMS in a manner to enable the E-Filing System to segregate E-filing activity through the portal for each individual Clerk.

12. Design, develop, and maintain any software necessary to integrate the CMS and DMS with the Clerks' other office technology.

13. Be responsible for training Clerks' staff and timely accomplishment of all contractual responsibilities.

14. Ensure all Contractor-utilized equipment and software are compliant with industry standard physical and procedural safeguards including standard virus protection software automatically updated on a regular schedule, have installed all security patches relevant to the applicable operating system and other system software, have encryption protection enabled at the operating system level, and have all web traffic encrypted using industry standards and best practices.

15. Maintain an organizational structure and staff with sufficient experience to discharge Contractor's responsibilities and provide information upon request.

16. Notify LCRAA of key personnel changes in writing as soon as practicable.

17. Designate a Project Manager and an Assistant Project Manager who shall be accessible to LCRAA's designee(s) and able to carry out all contractual responsibilities. The Project Manager shall be responsible for problem resolution, proper training, implementation of appropriate quality control procedures. The Project Manager and Assistant Project Manager shall take part in conference calls with LCRAA's designee on a schedule established through mutual agreement of LCRAA's designee and Contractor. The Project Manager and Assistant Project Manager shall meet in person, as needed, with LCRAA's designee or Board.

18. Cooperate fully with Clerks' contractors, consultants, and staff to minimize disruption to Clerks' offices.

19. Make requests for any information necessary to perform contract-related activities in accordance with a procedure approved by the Clerk.

20. Monitor industry standards to propose any changes in specifications beneficial to the CMS and DMS.

21. Be responsible for all initial and recurring costs required for hosting, maintaining, and supporting the CMS and DMS, including but not limited to hardware, software,

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licensing, authorization for utilization of any patented or copyrighted materials, annual maintenance, support, and connectivity.

22. Any other duties necessary to successfully complete the requirements of the RFQ&P.

B. CMS and DMS Requirements

LCRAA seeks an "off the shelf" CMS and DMS with currently existing and verifiable accounts. Required related services shall include but not be limited to installation of CMS and DMS, migration of legacy data to the CMS and DMS, training of Clerks' designated personnel, court personnel and public users. The CMS and DMS shall be capable of supporting multiple court locations and outside agencies which interact with the Clerks and courts. The CMS and DMS shall include mobile applications for use by browsers on Android, IOS and Windows mobile devices and be able to support touch interfaces.

A helpdesk and other methods of support for the CMS and DMS are required.

Case Initiation function must have ability to:

- Designate court type, case type and location
- Generate a case profile and register actions for a specific case
- Assign a unique case number automatically
- Assign a unique case number manually
- Partially initiate a case and flag for completion
- Seal a record and restrict viewing within to designated users
- Assign parties to a case, i.e. judge, district attorney, public defender, attorney or other court resources
- Assign deposits and costs to appropriate parties or attorneys
- Transfer a case to another court
- Enter and maintain current and historical addresses with effective dates, including email addresses and telephone numbers for texting
- Apply one or more roles of each party on a case, i.e. plaintiff, defendant, witness, counsel
- Assign an unlimited number of parties to a case
- Include identifiers including but not limited to name, date of birth, aliases, individual dba business, driver's license number, social security number and other identification numbers and to maintain the confidentiality of any designated identifiers
- Store multiple addresses for parties
- Allow simultaneous updating of participant data on all active cases
- Identify and apply criteria to a jury trial request
- Prepare reports of case histories

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- Identify whether pleadings were filed in person, electronically or via facsimile
- Link court activities to a document
- Enter multiple counts of violations of a single statute for a defendant
- Enter violations of multiple statutes for a defendant
- Link multiple cases for the same individual
- Create case flows and templates
- Utilize tracking numbers of other agencies

Case Management System must have ability to:

- Search the system for all cases an attorney opened or filed an appearance in
- Search by any and all data fields
- Search by court type and location
- Track each judgment by litigant
- Track the amount of time from filing to disposition
- Report to Louisiana Supreme Court disposition of cases
- Generate forms upon disposition of a case, i.e. commitments
- Create docket entries for service
- Provide for electronic service of notices
- Generate notices for filings which require further action
- Distinguish between disposition by jury trial, bench trial, summary judgment, default judgement, arbitration, settlement and abandonment
- Forward expungement orders to appropriate agencies electronically
- Apply expungement orders to a single defendant on a multi-defendant case
- Track charges for use of drug and alcohol for adults and juveniles
- Correct data entry errors and resubmit
- Copy minute entries, and dispositions from case to case
- Set up advance actions or activities to occur upon the filing of a particular document
- Allow the user to select which participants will receive the documents generated as a result of a specific action
- Provide workflow navigation for proper sequence of events and time for all case types
- Generate a single notice for an attorney who represents multiple parties in a case
- Select parties individually to receive hearing notices
- Generate court hearing notices automatically

- Altert users when notes or comments exist on a case, subject to established viewing privileges

- Permit entry of judgments and minutes for multiple participants at a hearing or trial

- Prevent cases from being closed when there is a pending action

- Calculate the number of days between events of the case excluding legal holidays

- Cross-reference cases consolidated in accordance with a court order

- Assign case management tracks using sequences of events, milestones and due dates

- Permit users to define docket codes and descriptions

- Accept electronic evidence such as PowerPoint presentations, engineering diagrams, videos and other forms of electronic recording or imaging

- Provide for multiple viewing and printing options for docket reports including filtering case types

- Generate letters based on filing or payment errors, i.e. payment declined or returned, incomplete filing

- Mass event update capacity and mass minute entries

- Manage movement and chain of custody of exhibits, files and evidence

- Distinguish between amendments to charges and corrections to data entries

- Set indicators for cases to be scheduled for hearing or reviewed based on rules

- Produce subpoenas, writs, citations and other documents from templates

- Archive and unarchive cases

- Copy data from one case to another

Documents Management System must have ability to:

- Generate court hearing notices automatically, based on the scheduling of future court events allowing for manual overrides

- Select parties individually to receive notices

- Generate a single notice for an attorney who represents multiple parties

- Automatically notify parties of scheduled events using email and text messages

- Generate documents for defendant by specific sentence codes, i.e. probation, community service

- Generate documents in an overnight batch

- Insert documents generated by the CMS into the DMS

- Generate multiple copies of generated documents

- Generate docket sheets in PDF format

- Generate a watermark or other security features on documents

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- Support electronic signature of documents

- Generate documents on demand or batches

- Convert images from current CMS and DMS to selected CMS and DMS

- Process and transmit documents using electronic formats

- Record the manual or automated reception or transmittal of all documents

- Electronically distribute and receive documents from the internet

- Electronically store and index all documents on a case

- Provide viewers with information about a document, i.e. the source of the document, and where the document is located at the moment

- Allow documents to be searched by key words or phrases (OCR)

- Allow documents scanned once to be linked to one or more participants

- Allow a document to be linked to one or more cases

- Pull data from database fields to use in generating documents

- Generate and disseminate administrative documents

- Automatically redact data on documents

- Archive data and documents in accordance with approved retention, archiving and destruction policies

- Store, catalog, and view court orders electronically

- Generate an inventory of cases destroyed

- Index and attach scanned documents to a docket entry

- Generate and route designated documents automatically

Scheduling function must have ability to:

- Schedule single, related, consolidated, and/or multiple cases

- Assign a judge to an event manually or randomly

- Assign recurring block schedules to a specific case-type or event, i.e. arraignments, motions, traffic cases

- Set a maximum number of cases to be assigned to a block schedule

- Override the maximum number of cases assigned to a block schedule

- Reserve a portion of a block for other use

- Establish block schedules specific to various court resources

- Schedule events to a room

- Support scheduling rules by case type, judge, weekday or holiday

- Schedule related cases for same time

- Identify and resolve scheduling conflicts for a case

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- Provide the next available court date and time for a hearing
- Reschedule blocks of cases and notify all parties
- Capture the number of continuances per case, per judge, per attorney
- Generate calendars in summary and detailed formats
- Allow customization of court calendars
- Create daily, weekly and monthly views of calendar
- Store information regarding a judge's availability
- Link a judge to an event when not the assigned judge for the matter
- Specify availability for each judge by hour, by day and by week
- Limit the number of cases scheduled for the same session
- Search calendars by participant
- Perform mass reassignment of a group event from a judge, courtroom or date
- Schedule events over multiple dates
- Be accessed by users based on permissions virtually via various electronic devices
- Be send notices to court personnel and other agencies electronically

Accounting function must have ability to:

- Apply advanced deposits to case and disburse deposits to designated agencies
- Apply fees by case type, i.e. pauper filings, government filings
- Accept payments above the total cost of filing, and apply balance to the advanced deposit
- Accept various payment methods, i.e. cash, check, money order, credit/debit card, electronic payments
- Accept multiple payment types per transaction
- Accept single payment to be applied to multiple cases
- Generate a late payment notice
- Associate payments with individual parties on a case
- Transfer funds between accounts with audit trail
- Generate receipts with appropriate information for transaction type
- Send receipts via email
- Generate sequential receipt numbers
- Generate multiple receipts for a single payment made for multiple cases
- List transactions and compute totals by date range
- Record inventory of cash drawer contents

- Produce discrepancy report for imbalances
- Produce summary cashiering reports
- Calculate fees using a schedule
- Generate invoices for unpaid fees and receipts for payments and forward via email
- Reprint receipts
- Interface with credit card and other payment providers
- Generate invoices
- Generate trial balance reports
- Disburse checks
- Provide reports for disbursements electronically
- Produce allocation formula reports
- Produce pre-check register
- Produce account/case-based financial reports
- Produce report of fines and fees waived
- Maintain general ledger and journals
- Provide customization of chart of accounts
- Reconcile and balance accounts
- Create a new bank account more than one account
- Retrieve bank account records
- Post interest accruals
- Total and reconcile receipts to calculate bank deposits
- Calculate and record bank deposits
- List bank deposits individual cashier sessions
- Reconcile bank statements electronically
- Utilize bank account reporting
- Produce financial transaction lists by sessions
- Manage dishonored payments
- Maintain case account financial
- Compute and display costs and fees based on events for a case
- Accrue charges to a case based on users actions
- Record financial changes resulting from court orders
- Maintain tables for costs, fees, fines
- Preserve transactions while applying corrections

- Post transactions

- Generate detailed case account reports; fee by fee

- Establish an attorney account per case

- Maintain and track individual case accounts and balances

- Share information electronically with collection agencies to collect payments

- Mark a case or party account closed

- Post adjustment; with detailed reason

- Post and process installment and partial payments

- Produce transaction lists

- Assess fines and fees

- Assess fees applicable to a specific offense

The CMS and DMS shall enable integration with other software used by Clerks including e-filing software. The CMS and DMS shall include an e-filing process capable of the following:

- Encrypt the transmission of documents and case information to and from users

- Implement a web service connector, which validates the source of all connections and transmissions, includes exchanges success and error codes with each exchange, and effectively transfers e-filed documents, case information, and related metadata via the E-Filing System to the CMS

- Provide messaging capabilities for the CMS to share and record such information as the success and failure of transactions, the acceptance and rejection of e-filings, the recordation of date and time stamps, unique transmission numbers, and status of specific e-filings

- Allow user to select a document type from a drop-down list prior to uploading any document

- Allow user to designate a document as confidential or redacted, select reason(s) from a drop-down list and submit both redacted and unredacted versions

- Successfully auto-stamp documents with filing date and time, court name and initials of deputy clerk who accepted the filing after a pleading or document has been submitted and accepted

- Reject filings where no payment or valid fee waiver is entered

- Reject a duplicative filing of the same document

- Allow users to file multiple documents without having to log out and log back in for each filing

- Issue broadcast messages to users when they log on to inform them of policy and procedure changes relative to e-filing

- Provide to users:

A receipt for successful filings

A unique trace number for each filing

The status of each filing

The date and time the outcome was determined

A specific error for each unsuccessful filing with detail to and enable the user to correct the error

- Provide to Clerks:

Daily and Monthly Deposit Reports for a selected date range

Itemized Deposit listings for a selected date range

Batch summary deposit listings including refunds

Daily and Monthly Refund Reports for a selected date range

Reports detailing the collected amount and breakout of fees

Itemized submission listings for a selected date range

C. Requirements for Other Services

Contractor will be provided with on-site access to Clerks' offices on a schedule agreed upon by LCRAA and the individual Clerk for implementation of the CMS and DMS. Accordingly, Contractor shall provide support for Clerks, court officials, and technology professionals during Clerks' regular business hours and shall provide emergency support after Clerks' regular business hours when necessary. Prior to completion of the implementation, Contractor shall ensure that each Clerk's staff has been adequately trained to operate the CMS and DMS.

Additionally, Contractor shall include instructions and training materials on use of the CMS and DMS. Instructions and training materials shall be updated as necessary.

Contractor shall employ industry standards and best practices to ensure quality control and security for the CMS and DMS relative to all interactions between Contractor's systems and the Clerks' System. Contractor shall update security procedures as necessary and appropriate to maintain the CMS and DMS in a manner consistent with industry standards and best practices for information systems.

D. Ownership and Use of Software and Data

If any work product is developed by the selected Contractor pursuant to the Contract, the work product shall be exclusively owned by LCRAA. LCRAA shall have the right to copyright any such work product in LCRAA's name.

Contractor shall agree not to use any information provided to Contractor by LCRAA or any work product created pursuant to the Contract for the benefit of any party other than LCRAA without LCRAA's written permission.

Upon termination of the Contract, Contractor shall surrender to LCRAA all programs, source codes, documentation, materials, and other resources received from LCRAA, LCRAA's users, developed by Contractor for and paid for by LCRAA pursuant to the Contract, if any.

7.0   EVALUATION CRITERIA

Legal and Financial Requirements	Pass / Fail
Respondent is financially solvent	
Respondent is able to meet minimum insurance requirements	
Respondent has no conflict of interest with LCRAA or Clerks	
NOTE: Respondent must receive a "Pass" rating in each category. A "Fail" rating in any category shall result in disqualification from consideration.	

Evaluation Criteria	Maximum Points
Conformity of proposal with procurement objectives	45
Pricing model, including cost of implementation and recurring fees to be paid by Clerks and users	45
Ability of system to integrate with other software in use by Clerks	35
Experience with similar projects	25
Schedule and completion date	25
Staff Resources	20
Stability of Business	15
TOTAL	210

8.0   NO CONFLICT OF INTEREST

LCRAA is a political subdivision to which the Louisiana Code of Governmental Ethics, La. R.S. 42:1101, *et seq.* ("Ethics Code") applies. Information regarding the Ethics Code is located at http://ethics.la.gov. La. R.S. 42:1113 prohibits elected officials, public employees, members of the immediate family of public servants and legal entities in which the public servant has a controlling interest from bidding on or entering any contract, subcontract or other transaction that is under the supervision or jurisdiction of the public servant's agency. La. R.S. 42:1102(13) defines "immediate family" as the children, spouses of the children, the siblings, the spouses of the siblings, the parents, the spouse and the parents of the spouse of a public servant. La. R.S. 42:1102(2) defines "agency" to be a department, division, agency, commission, board, committee, or other organizational unit of a governmental entity. La. R.S. 42:1102(8) defines "controlling interest" as any ownership interest in any legal entity or beneficial interest in a trust, held by or on behalf of an individual or a member of his immediate family either individually or collectively, which exceeds 25% of that legal entity.

Respondents are responsible for determining there will be no conflict of interest or other violation of the Ethics Code, if s selected. Respondent should direct all inquiries regarding the applicability of the Ethics Code to the Louisiana Board of Ethics at P.O. Box 4368, Baton Rouge, LA 70821, or by phone to: (225) 219-5600 or 1-800-842-6630.

The following individuals currently serve on the LCRAA Board: Richard "Rick" Arceneaux, H. Lynn Jones, II, Melissa Henry, Mark Graffeo, Jeffery Skidmore, David

Boneno and Ashley Coco. The following individuals currently serve as staff to the LCRAA Board: Debbie Hudnall, Chris Kershaw, Dagmar Hebert, Evie Dodge, Angela Gaines, and Davis Silk. Sheri M. Morris and the law firm of DAIGLE, FISSE & KESSENICH serve as legal counsel to the LCRAA Board. A list of Clerks participating in LCRAA is available on the Portal www.laclerksportal.org.

9.0   FORMAT FOR RESPONSES

Submissions must on 8.5" x 11" paper, bound and printed with each page consecutively numbered. Additionally, an electronic copy on a 3.0 USB Drive in PDF format must be submitted.

The Statement of Qualifications must be organized in the following manner:

A. Cover Letter Executive Summary—Identification of Respondent

- Respondent's name, address, telephone number, and email address.

- Name of a single key contact person and contact information including telephone numbers and email address.

- Identify how long Respondent has been in business.

- Description of Respondent's structure, *i.e.*, single entity, consortium, joint venture, prime contractor with subcontractors, etc. If Respondent is a consortium, joint venture, or prime contractor with subcontractors, describe prior business and working relationships with other entities.

- If Respondent intends to subcontract for portions of the work, the Respondent shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor.

- If Respondent is other than a single entity, describe how Respondent would respond to a situation where Respondent no longer had the participation of one or more entities or subcontractors.

B. Contractor's Qualifications and Experience

- Describe Respondent's relevant experience with projects having a similar scope of services and provide website addresses of relevant projects. Respondent should describe in detail its role in the design, development, and maintenance of similar projects.

- For each project listed as relevant experience within the past three years, provide a listing in table format of project references including project name, client contact and phone number, brief description of project, and contract value.

- Identify any projects within the past three years where Respondent or any subsidiary or related entity has been terminated prior to the end of the contract term. Please explain the reasons for termination.

- Respondent shall clearly identify any systems or portions of systems outlined in the proposal considered to be proprietary in nature.

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C. Resumés

- Provide resumés of key individuals who will be responsible for administration of services and describe their roles and relevant experience.

- Describe procedure for replacing key individuals.

D. Additional Resources

- List information technology resources, including software and hardware, which will be available for provision of services in addition to those required by the RFQ&P.

- List information technology resources and equipment which are owned by Respondent and those which will be acquired prior to performing services.

- Explain Respondent's ability to access additional resources for timely completion of the services required by the RFQ&P.

E. Proposal Requirements

Respondents shall submit comprehensive proposals including screen mock-ups. Examples of implementation and other specifics are encouraged where appropriate.

Proposals shall address:

- Ability to test and de-bug CMS and DMS prior to implementation.

- Ability to complete projects on schedule.

- Description of Respondent's work with similar projects, managing communications and controlling the project schedule.

- Security features to be included and plan for updating security features.

- A detailed description of the technology requirements for Clerks and users including hardware and operating systems.

- Redundancy used during a crisis and methods of minimizing disruption of service.

- Availability of technical assistance to users and Clerks.

- Adaptability of solution to mobile applications and touch interface.

- A detailed explanation of the proposed project implementation schedule.

- Proposed fee structure and pricing broken down by fees for:

    Installation of CMS and DMS;
    Migration / conversion of data form existing CMS and DMS;
    Integration with other software;
    Licensing fees;
    Support;
    Training;
    Any other cost to Clerks not included in the foregoing list; and
    Any fees to be assessed to filers for filing and for payment processing.

- List of other software or applications which are compatible with or can be integrated with CMS and/or DMS.

F.   Contract For Case Management Systems and Related Services

The successful respondent will be required to execute a contract substantially similar to the Sample Contract attached as **Exhibit A**. The contract period will be for 24 months and shall include an option to extend contract for up to 12 additional months on the same terms and conditions. The contract shall be subject to cancellation for cause.

All documents requiring a signature must be signed by an individual authorized to bind Respondent. Evidence of the signer's authority must be attached to the proposal.

LOUISIANA CLERKS' REMOTE ACCESS AUTHORITY
CONTRACT FOR CASE MANAGEMENT AND DOCUMENT MANAGEMENT
SYSTEMS AND RELATED SERVICES

      This Contract is entered into by and between Louisiana Clerks' Remote Access Authority, a Louisiana political subdivision domiciled at 10202 Jefferson Highway, Building A, Baton Rouge, LA 70809 ("LCRAA"), acting through its Chairman, and _____ ("CONTRACTOR"). [Entity type]__ acting through its duly authorized president _____ shall become effective on _____, 2021.

      In consideration of the mutual covenants and agreements herein, LCRAA and CONTRACTOR ("Parties") agree as follows:

ARTICLE 1 - EMPLOYMENT OF CONTRACTOR

1.1   LCRAA hereby employs CONTRACTOR, who agrees to implement a paperless Case Management System ("CMS") and a paperless Document Management System ("DMS") to process all pleadings, documents and evidence in civil and criminal suits capable of integrating e-filings and in-person filings in parishes which choose to participate. The CMS and DMS must be capable of imprinting information on pleadings and CMS forwarding documents to judges for electronic signature and capable of returning the signed documents to the Clerk for updating dockets and distribution to parties.in accordance with the Request for Qualifications and Proposals dated February 24, 2021 and CONTRACTOR's proposal thereto.

1.2   Parties agree that upon signature of this Contract, the Contract shall become fully valid and binding subject to the stipulations herein, and CONTRACTOR shall commence the work promptly when the Notice to Proceed is issued, consistent with applicable industry standards prosecute it vigorously and accomplish the required work in the time specified in Article 3 hereof.

1.3   CONTRACTOR's relationship to LCRAA shall be that of an independent contractor. It is understood that Parties have not entered into any joint venture or partnership with each other. CONTRACTOR shall not be considered an agent of LCRAA.

1.4   CONTRACTOR shall not subcontract any of the services herein, other than hosting services to be provided by _____, without the express prior written approval of LCRAA. In the event CONTRACTOR deems it necessary to change hosting services, CONTRACTOR will send a request for approval to LCRAA at least 180 days prior to any proposed change. LCRAA shall determine whether said change is in the best interest of LCRAA and shall notify CONTRACTOR of any objection to the change at least 30 days prior to the proposed change.

ARTICLE 2 - COMPENSATION FOR SERVICES

2.1   CONTRACTOR will be compensated for hosting and maintaining the CMS and DMS and providing related services in accordance with CONTRACTOR's proposal dated _____, 2021, (Exhibit 1). CONTRACTOR will submit itemized invoices supporting the compensation for services performed.

2.2   CONTRACTOR hereby agrees that the responsibility for payment of taxes on any compensation received pursuant to this Contract shall be CONTRACTOR's obligation and will be reported under the Federal Tax I.D. Number provided below.

ARTICLE 3 - CONTRACT TIME

3.1   CONTRACTOR agrees to perform the services herein provided within the times herein set forth in its Proposal dated _____, 2021 (Exhibit 1). CONTRACTOR agrees to begin implementing CMS and DMS software though the Statewide Portal on or before July 1, 2021.

ARTICLE 4 – AUDIT REQUIREMENT

4.1   CONTRACTOR shall maintain records and accounts documenting the receipt of compensation paid under the terms of the Contract for a period of five years from the completion of the services required by the Contract. CONTRACTOR shall permit authorized representatives of LCRAA to inspect and audit data and records relating to performance under this Contract for a period five years after the issuance of a final payment for the services rendered.

ARTICLE 5 - GENERAL PROVISIONS

5.1   CONTRACTOR will furnish competent staff qualified in their respective fields, and will provide adequate direction. All professional services shall be performed by individuals and entities with all current licenses required by the state of Louisiana to provide said service.

5.2   CONTRACTOR agrees to notify LCRAA of any material changes in the Principals or Owners of CONTRACTOR, any change in corporate status or authorization to do business in Louisiana, any change in licensure status and of any fact that would materially affect CONTRACTOR'S ability to contract with LCRAA or to timely complete the services required herein.

5.3   This Contract shall be interpreted according to the laws of Louisiana. Parties irrevocably agree that the venue for any and all disputes arising out of this Contract, except for those disputes submitted to mutually agreeable mediation, shall be brought exclusively in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, Louisiana.

5.4   Consistent with the applicable professional standard of care CONTRACTOR shall comply with all applicable Federal and State laws as shall all others employed by CONTRACTOR to carry out the provisions of this Contract.

5.5   This Contract shall be considered severable and if any portions thereof are declared to be invalid or unenforceable by a court of competent jurisdiction, all other portions shall remain in full force and effect.

ARTICLE 6 - TERMINATION

6.1 Prior to implementation of the CMS and DMS, LCRAA may terminate all or any portion of the services to be provided under this Contract without cause and at its option by sending CONTRACTOR a written Notice of Termination. The Notice of Termination shall specify the work to be discontinued and shall identify the effective date of the termination.

6.2 Either Party may terminate this Contract for cause if the other party commits a material uncured breach. In the event either party believes a material breach has occurred, it shall direct to the breaching party a Notice of Proposed Termination, which notice shall specifically delineate the alleged breach. From receipt of the Notice of Proposed Termination, the party allegedly at fault shall have ten days to cure the alleged breach. Parties agree to cooperate in good faith in an effort to cure any breach identified in the Notice of Proposed Termination. If after Notice of Proposed Termination based on a material, uncured breach the breaching party fails to timely remedy the breach, this Contract shall terminate immediately upon notice.

6.3 Notwithstanding anything to the contrary in Contract, Parties agree that the maximum amount payable under the Contract shall in no event exceed $_____ per month/year.

ARTICLE 7 - MEDIATION

7.1 Claims, disputes or other matters in question between Parties to this Contract arising out of or relating to this Contract or breach thereof shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

7.2 A demand for mediation shall be filed in writing with the other party. A demand for mediation shall be made within a reasonable time after any claim, dispute or other matter in question arises.

ARTICLE 8 – WARRANTIES AND INDEMNIFICATION

CONTRACTOR shall indemnify LCRAA against any loss or expense arising out of any breach of this Contract or warranty specified herein:

8.1 CONTRACTOR shall be fully liable for the actions of its agents, employees, partners and subcontractors and shall fully defend, indemnify, and hold forever harmless LCRAA and its respective employees, representatives, officers, directors, elected and appointed officials, and Participants to the extent permitted by law, from and against any damages, losses, expenses and/or attorney's fees which result from any breach by CONTRACTOR of any of the terms, provisions, conditions, and/or limitations of the Contract, as well as any and all claims resulting from the negligence, liability, strict liability, and/or fault of CONTRACTOR.

8.2 CONTRACTOR warrants that the CMS and DMS shall be free from defect in design and implementation and will continue to meet the specifications agreed to and CONTRACTOR will without any additional compensation correct any such defect and make such additions, modifications, or adjustments to the CMS and DMS as necessary to operate as specified in its proposal.

ARTICLE 9 - INSURANCE

9.1   CONTRACTOR shall not commence work until Certificates of Insurance for all insurance required by this contract have been provided to LCRAA. All Certificates of Insurance must contain provisions indicating that no cancellation or change in limits shall be effected for any cause without written notice to LCRAA at least 30 calendar days prior to cancellation.

9.2   The insurance coverage shall be procured from an insurer approved by LCRAA.

9.3   If at any time, any of the insurance policies required to be furnished by the CONTRACTOR under the terms of this Article shall lapse, expire, or fail to comply with the requirements of this Article, CONTRACTOR shall procure and obtain such new insurance policies as may be required in order to comply with the requirements of this Article. Upon obtaining a new insurance policy, CONTRACTOR shall submit a new Certificate of Insurance to LCRAA for approval. Upon failure of CONTRACTOR to furnish, deliver and maintain required insurance this Contract, at the election of LCRAA, may be declared suspended, discontinued or terminated. Failure of the CONTRACTOR to maintain any required insurance shall not relieve the CONTRACTOR from any liability under the Contract.

9.4   CONTRACTOR notify LCRAA in writing within 30 calendar days of any claims filed against CONTRACTOR in excess of Twenty-Five Thousand Dollars ($25,000) relating to the scope of services provided under this Contract. CONTRACTOR shall keep in effect and maintain until completion and acceptance of the work, insurance

   (a)   Commercial General Liability Insurance with at least One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) General Aggregate, covering claims for injuries to members of the public or damages to property of others arising out of any acts of CONTRACTOR undertaken to provide services for LCRAA as required in this Contract or omission of CONTRACTOR or any of its employees, or subcontractors.

   (b)   Comprehensive Automobile and Vehicle Liability Insurance with at least One Million Dollars ($1,000,000) covering claims for injuries to members of the public and/or damages to property of others arising from the use of CONTRACTOR's owned, non-owned or leased motor vehicles, including onsite and offsite operations.

   (c)   Statutory Worker's Compensation as required by the State of Louisiana and Employers Liability Insurance with One Million Dollars ($1,000,000) in coverage for employees working in Louisiana.

   (d)   Professional Liability Coverage Professional Liability Insurance with limits of at least Two Million Dollars ($2,000,000) per claim and Three Million Dollars ($3,000,000) in the aggregate. Said coverage shall include within its scope Cyber/Privacy protections unless included in another policy. CONTRACTOR shall be responsible for maintaining Professional Liability Insurance for a minimum of two years from the date of expiration or termination of this Contract. Upon request of LCRAA, CONTRACTOR shall make available for inspection copies of all claims filed or made against any policy during the policy term.

(e)　　An Umbrella Policy may be used to obtain minimum required coverage.

(f)　　The LCRAA, its officials, employees and participants must be named on all liability policies (except for Workmen's Compensation) described above as additional insureds.

Coverage afforded to LCRAA, its officials, employees and participants and other insured pursuant to this Contract applies as primary and not as excess or contributing to any other insurance issued in the name of the named or additional insured.

(g)　　CONTRACTOR shall obtain a Waiver of Subrogation from each insurance carrier providing coverage required by this Contract for any and all claims which could be asserted against the LCRAA, its employees, agents, representatives, officers, directors, elected and appointed officials, and participants.

ARTICLE 10 – OWNERSHIP OF DOCUMENTS AND WORK PRODUCT

10.1　　All data collected by CONTRACTOR and all documents collected or prepared in connection with this work, except CONTRACTOR's personnel and administrative files, shall provided to LCRAA and shall become the property of LCRAA. LCRAA shall not be restricted in any way whatever in its use of such material. No public news releases, technical papers or presentations concerning this project may be made by CONTRACTOR without the prior written approval of LCRAA.

10.2　　Any programs developed by CONTRACTOR pursuant to this Contract shall be exclusively owned by LCRAA which shall have the right to copyright any program in LCRAA's name. CONTRACTOR shall agree not to use any information provided to CONTRACTOR by LCRAA or any program created pursuant to this Contract for the benefit of any party other than LCRAA. Upon termination of the Contract, CONTRACTOR shall surrender to LCRAA all programs, source codes, documentation, materials and other materials either received from LCRAA or developed by CONTRACTOR pursuant to this Contract, if any. CONTRACTOR agrees to complete any documents necessary to confirm the ownership of any application developed pursuant to this contract upon request by LCRAA.

10.3　　If CONTRACTOR develops any program or application pursuant to this Contract, CONTRACTOR hereby grants LCRAA a perpetual, irrevocable, non-exclusive, license to use, disclose, make, sell, copy, re-license, distribute and modify any product or application created or developed by CONTRACTOR as a work for hire pursuant to this Contract including any proprietary code incorporated into any software application including but not limited to mobile applications, any copyrightable material, any process, art or method, or any new use of a known process that could be subject to an application for a United States patent.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

11.1   LCRAA and CONTRACTOR each bind their successors, executors, administrators and assigns to the other Party to this Contract, and to the successors, executors, administrators and assigns of such other Party in respect to all covenants of this Contract. CONTRACTOR may not assign this Contract without the specific approval of LCRAA.

ARTICLE 12 – TRANSITION REQUIRMENTS

12.1   Upon termination of this Contract for any reason or upon expiration of the Contract period CONTRACTOR shall transition operation of the CMS and DMS to LCRAA or a third party by complying with:

    (a)   all terms and conditions stipulated in the Contract until the effective date of the termination or expiration; and

    (b)   LCRAA's directions to assist in the orderly transition of equipment, services, software, leases and other related matters to LCRAA or to a third party designated by LCRAA.

12.2   Within 90 days of execution of this Contract, CONTRACTOR shall present to LCRAA for approval a comprehensive Transition Plan detailing the proposed schedule, activities and resource requirements associated with transitioning operation of the CMS and DMS.

12.3   Within 30 days of receipt of the Transition Plan LCRAA shall review and approve or request revision to the Transition Plan.

12.4   CONTRACTOR shall deliver to LCRAA all code, programs and software developed pursuant to this Contract, if any.

ARTICLE 13 – COMPLIANCE WITH CIVIL RIGHTS AND ETHICS LAWS

13.1   CONTRACTOR agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustments of 1972, the Age Act of 1975, and the Americans with Disabilities Act of 1990.

13.2   CONTRACTOR agrees not to discriminate in its employment practices, and to render services under this Contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with applicable statutory obligations shall be grounds for termination of this Contract.

13.3 CONTRACTOR acknowledges that LCRAA is a political subdivision to which the Louisiana Code of Governmental Ethics, La. R.S. 42:1101, *et seq.* ("Ethics Code") applies and hereby represents that CONTRACTOR has made a diligent effort to determine that no conflict of interest or other violation of the Ethics Code will occur by execution of and/or performance of this Contract. CONTRACTOR agrees to immediately notify LCRAA of any potential or actual violation of the Ethics Code.

THUS DONE, and signed in the presence of the witnesses below, on the dates indicated.

WITNESSES:

LOUISIANA CLERKS' REMOTE ACCESS AUTHORITY

By: _____

Richard "Rick" Arceneaux, Chairman

_____

_____
Date

CONTRACTOR

By: _____

(_____, President)

_____

Federal Tax I.D. No.: _____

_____

_____
Date