

EAST BATON ROUGE CLERK OF COURT
Request for Qualifications and Proposals
Replacement of Case Management & Document Management Systems November 23, 2016

1.0 INTRODUCTION The East Baton Rouge Parish Clerk of Court, Doug Welborn, (“CLERK”) was elected to serve as the Clerk of Court for the 19th Judicial District Court and the Family and Juvenile Courts for East Baton Rouge Parish through June 30, 2020. CLERK also serves as the Ex-Officio Recorder of Mortgages and Conveyances Public records maintained by CLERK include criminal, traffic, civil, family, adoptions and probate cases, evidence, land records, marriage records, mortgages, conveyances and election records.

In its function as Clerk of the District and Family Courts, CLERK files, processes and maintains all documents, and evidence for the cases.

In its function as Recorder, CLERK receives, records and indexes on a daily register all mortgages and other documents to be entered in the public records of the parish.

CLERK seeks proposals to replace the existing Case Management System (“CMS”) and Document Management System (“DMS”).

2.0 BACKGROUND The current CMS is a modified version of ACS/Xerox’s CMS that runs on an Oracle database. The current DMS is a custom solution running on MS SQL database.

3.0 PROCUREMENT PROCESS OBJECTIVES CLERK’s objectives are to obtain an integrated CMS and DMS with the ability to:

- ☐ increase automation in performing daily tasks
- ☐ track receipts and disbursements
- ☐ post and scan documents as they are filed
- ☐ image paper files and associate them to suit records
- ☐ integrate with other databases
- ☐ support electronic filing
- ☐ permit online access to the public for a fee
- ☐ permit remote printing for a fee

4.0 QUESTIONS AND COMMUNICATIONS To ensure a fair and objective evaluation of all responses to Request for Qualifications and Proposals (“RFQ&P”), Respondents SHALL NOT initiate contact or communications with any employee or contractor of CLERK regarding this RFQ&P until after a contract is awarded or this RFQ&P is cancelled. Questions concerning any portion of this RFQ&P shall be submitted via RFP@ebrclerkofcourt.org no later than 4:00 p.m. C.S.T. on Monday, January 16, 2017. All inquiries together with responses thereto will be posted on <http://www.ebrclerkofcourt.org> on or before Wednesday, January 25, 2017.

5.0 TENTATIVE SCHEDULE The following schedule is tentative. CLERK reserves the right to extend any deadline set forth below. Any extended deadline will be posted on <http://www.ebrclerkofcourt.org>

6.0 GENERAL INFORMATION CLERK shall determine, at its sole discretion, whether or not the requirements of the RFQ&P have been met. Omissions of required information shall be grounds for rejection. CLERK 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. CLERK 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 CLERK to award a contract or enter a contract after an award has been made. CLERK reserves the right to take any action it determines to be in the best interest of CLERK including but not limited to the following:

1. reject all proposals;
2. cancel this RFQ&P before or after one or more proposal is received; or
3. decline 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 CD-ROM in PDF format on or before Monday, February 13, 2017 at 2:00 p.m. C.S.T. in a sealed container marked as follows:

CLERK CMS/DMS Proposal
P.O. Box 4132
Baton Rouge, LA 70821

Proposals submitted in response to this RFQ&P become public records upon opening as required by the Louisiana Public Records Law. Any proprietary 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. The successful respondent will be required to execute a contract substantially similar to the Sample Contract attached as Exhibit B. The contract period shall not exceed the term of the CLERK but shall be renewable at the end of CLERK's term for additional time period at the discretion the clerk of court for the succeeding term. The contract shall be subject to cancellation for cause and if sufficient funding is not appropriated by CLERK.

Project Requirements Contractor will be responsible for providing staffing to perform services. Contractor shall adhere to all State and Federal regulations and guidelines, as well as, industry standards and best practices for information systems, data migration and any functions Contractor deems necessary to fulfill the requirements of this RFQ&P. Contractor shall be responsible for training its staff and timely accomplishment of all contractual responsibilities. All contractor utilized equipment and software shall be compliant with industry standard physical and procedural safeguards. Contractor utilized computers and devices must be protected by industry 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 and have all web traffic encrypted using industry standards and best practices. Contractor shall maintain an organizational structure and staff with sufficient experience to discharge Contractor's responsibilities and provide information upon request. Contractor shall notify CLERK of key personnel changes in writing as soon as practicable. Contractor shall designate a Project Manager and an Assistant Project Manager who shall be accessible to CLERK's designee and able to carry out all contractual responsibilities. The Project Manager shall be responsible for problem resolution, assuring all employees are properly trained and supervised and assuring that appropriate quality control procedures are in place. The Project Manager and Assistant Project Manager shall take part in regularly scheduled conference calls with CLERK's designee on a schedule to be established through mutual agreement of CLERK's designee and Contractor. Project Manager and Assistant Project Manager shall meet in person, as needed, with CLERK's designee. Contractor shall cooperate fully with CLERK's contractors, consultants and staff to minimize disruption to CLERK. Any request for information necessary for Contractor to perform contract-related activities shall be made in accordance with policies adopted by CLERK.

B. CMS/DMS Requirements Contractor shall provide an "off the shelf" system. The system must currently exist and have referenceable accounts. Services shall include installation of CMS and DMS, migration of legacy data to the CMS and DMS and training CLERK's personnel to the train additional CLERK staff, court staff and public users. A helpdesk or other method of support for the software will be required. Detailed requirements are outlined in Attachment I. Attachment I lists features the CLERK desires in any proposed solution. The attachment should be filled out stating whether the respondents' system currently supports each requested function, points will be awarded based on the systems' features. Details on the scoring system are out lined in the RFQ&P. Respondents should be mindful of the eventual need for a mobile application and should address whether a mobile application is currently available or whether the solution can be adapted for use as a mobile website compatible with browsers on the Android, IOS and Windows mobile devices and able to support touch interfaces.

C. Requirements for Other Services Contractor shall provide training and support for the CLERK. Prior to GO-LIVE the CMS/DMS, Contractor shall ensure that the CLERK's staff, and Court Employees have been adequately trained in the use of both the CMS/DMS Contractor shall provide support for CLERK during CLERK's regular business hours (7:30 AM – 5:30 PM) and shall provide emergency support after CLERK's regular business hours when necessary to restore access. Contractor shall include instructions and training materials for remote access users on the CLERK's website, which shall be updated, as necessary. Contractor shall employ industry standards and best practices to ensure quality control, security of the software including safeguarding against data mining and security of CLERK's websites during interactions with the public. Contractor shall update procedures as necessary and appropriate to maintain software consistence with industry standards and best practices for information systems.

7.0 EVALUATION CRITERIA

Legal and Financial Requirements Pass / Fail

Respondent is financially solvent

Respondent is able to meet minimum insurance requirements

Respondent is able to meet minimum bonding requirements

Respondent has no conflict of interest with CLERK, CLERK's employees or CLERK's immediate family members as defined by the Louisiana Code of Governmental Ethics

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

Stability of Business.....	15
Relevant Experience	35
Staff Resources.....	35
Conformity of proposal with procurement objectives.....	65
Adaptability of solution for expansion.....	50
Proposed project schedule and completion date.....	50
Pricing.....	100
TOTAL.....	350

SYSTEM FUNCTIONS:

- M - Must have this requirement to meet the business needs –4 points
- S - Should have this function, Important but not vital, may need some kind of workaround (changing processes) 3 points
- C - Could have this function, Wanted or desirable but not critical 2 points
- W – Would like this function in the future but not required for Go-Live 1 point

8.0 NO CONFLICT OF INTEREST CLERK 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 can be found 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. Each Respondent is responsible for determining that there will be no conflict of interest or other violation of the Ethics Code if Respondent is awarded the contract. 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.

9.0 FORMAT FOR RESPONSES Submissions must be bound and printed on 8.5” x 11” paper. Each page shall be consecutively numbered. Additionally, an electronic copy on a CD-ROM in PDF format shall be submitted. The Statement of Qualifications shall 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 e-mail 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 in the proposal.
- ☐ 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 installation of their proposed solution.
- ☐ 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 give an explanation of the reasons for termination.
- ☐ Respondent shall clearly identify any systems or portions of systems outlined in the proposal which are considered to be proprietary in nature.

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. Insurance and Bond Respondent must submit proof of ability to secure all of the insurance coverage required in Article 9 of the Sample Contract attached as Exhibit B. Respondent must submit proof of ability to secure the performance bond in the amount of the total proposed cost through installation/migration

F. Proposal Requirements Respondents shall submit comprehensive proposals. Screen shots of key screens and examples of implementation specifics are encouraged where appropriate. Proposals shall address:

- ☐ Ability to test and de-bug the CMS/DMS prior to implementation as a live site.
- ☐ Ability to complete projects on schedule and within established budgets.
- ☐ Description of how respondent's team has worked with similar projects, managing communications and controlling the project schedule and cost.
- ☐ Describe technical support process and long term maintenance costs.
- ☐ Security features to be included and plan for updating security features.
- ☐ A detailed description of the technology to be employed for the application and database.
- ☐ Redundancy to be employed during crisis. A method to minimize disruption of service.
- ☐ Availability of technical assistance to users and CLERK.
- ☐ Adaptability of solution to facilitate access of other records maintained by CLERK.
- ☐ Adaptability of solution to mobile applications and touch interface.
- ☐ A detailed explanation the proposed project implementation schedule.
- ☐ Proposed cost broken down as set forth on Exhibit D.

G. Contract Respondent shall agree to execute a contract substantially similar to the Sample Contract attached as Exhibit B. All documents requiring a signature shall be signed by an individual authorized to bind the Respondent. Evidence of authority shall be attached.

EXHIBIT B

SAMPLE CONTRACT EAST BATON ROUGE CLERK OF COURT

Request for Qualifications and Proposals

Replacement of Case Management & Document Management Systems

For Replacement of Case Management & Document Management Systems

This Contract is entered into on the date indicated below by and between East Baton Rouge Clerk of Court, a Louisiana political subdivision domiciled at 222 St Louis Street Suite 179 Baton Rouge, LA 70802 ("CLERK"), and _____ ("CONTRACTOR") a _____ authorized to do business in the State of Louisiana, acting through its duly authorized _____. In consideration of the mutual covenants and agreements herein, parties hereto mutually agree as follows:

ARTICLE 1 - EMPLOYMENT OF CONTRACTOR

1.1 CLERK hereby employs CONTRACTOR, who agrees to install, migrate facilitate a successful Go-Live of a replacement CMS/DMS systems and support the systems in accordance with the Request for Qualifications and Proposals dated November 18, 2016 and CONTRACTOR's proposal thereto.

1.2 Parties agree that upon signature of this Contract by Parties 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 CLERK 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 CLERK.

1.4 CONTRACTOR shall not subcontract any of the services herein without the express prior written approval of CLERK.

ARTICLE 2 - COMPENSATION FOR SERVICES

2.1 CLERK agrees to pay fees in accordance with CONTRACTOR's proposal. CONTRACTOR will submit to CLERK an itemized statement and progress report each month supporting any requested compensation for services performed during the previous month and indicating the percentage of work completed.

2.2 During installation, migration and successful Go-Live of a replacement, CLERK shall retain 10% of each statement issued pursuant to this Contract as surety for performance. Within 30 days of successful completion of the Go-Live, CLERK shall release the retainage or provide CONTRACTOR within a detailed list of items to be corrected prior to release of retainage. The retainage shall be released by CLERK to Contractor upon completion of the items in the detailed list.

2.3 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. (a) CONTRACTOR agrees to provide services in accordance with its proposal dated _____. (b) CONTRACTOR agrees to complete design of Go-Live by _____. (c) CONTRACTOR may request an extension of the times provided in the preceding paragraph, provided said application is made in writing prior to the expiration of the time provided for the applicable work, and is for reasons beyond CONTRACTOR's control. (d) If at any time the CONTRACTOR's production is delayed for

causes beyond its control (including, but not being limited to actions of any Participant or CLERK) CONTRACTOR shall immediately advise CLERK and request, in writing, a Stop Work Order or time extension for the work being delayed.

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 (5) years from the completion of the services required by the Contract. CONTRACTOR shall permit authorized representatives of CLERK to inspect and audit data and records relating to performance under this Contract for a period of five (5) years after the issuance of a final payment for the services rendered.

ARTICLE 5 - GENERAL PROVISIONS

5.1 CONTRACTOR will furnish competent designers, developers, programmers and other 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 CLERK 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 CLERK or to timely complete the services required herein.

5.3 This Contract shall be interpreted according to the laws of the State 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, State of Louisiana.

5.4 Consistent with the applicable professional standard of care CONTRACTOR shall comply with all applicable Federal, State and Local laws and ordinances, 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 CLERK 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 date the termination will be effective. If CLERK terminates this Contract for a reason other than an uncured breach by CONTRACTOR, CLERK agrees to reimburse CONTRACTOR upon receipt of invoices for services performed and charges incurred by CONTRACTOR prior to termination. CLERK shall pay CONTRACTOR for the services performed and the charges incurred prior to Notice of Termination within 30 days of receipt of invoice from CONTRACTOR not to exceed the percentage of completion of services.

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 The continuation of this Contract into a new fiscal year is contingent upon the appropriation of funds to

fulfill the requirements of this Contract. If CLERK fails to appropriate sufficient monies to provide for payments under the Contract, the obligation to make payment under the Contract shall terminate on the last day of the fiscal year (June 30th) for which funds were appropriated.

6.4 Notwithstanding anything to the contrary in Contract, Parties agree that the maximum amount payable under the Contract shall be that which is the amount budgeted by CLERK for said project and shall in no event exceed \$ _____. CONTRACTOR shall submit an estimate of cost to CLERK for any additional work. CLERK shall not be liable for any payments for additional work unless CLERK issues a Notice to Proceed for the additional work after appropriating funds.

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 CLERK 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 CLERK and its respective employees, representatives, officers, directors, elected and appointed officials, and CLERK 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/DMS installed hereunder shall be free from defect in design and implementation and will continue to meet the specifications agreed to during development and CONTRACTOR will without any additional compensation correct any such defect and make such additions, modifications, or adjustments to the CMS/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 paragraph have been provided to CLERK and shall not allow any subcontractor to commence work on his subcontract until the insurance required has been obtained and submitted to CLERK. 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 CLERK at least 30 calendar days prior to cancellation.

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

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 CLERK for approval. Upon failure of CONTRACTOR to furnish, deliver and maintain required insurance this Contract, at the election of CLERK, 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 shall notify CLERK 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 as follows:

(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 CLERK 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.

(d) Professional Liability Coverage Professional Liability Insurance with limits of at least One Million Dollars (\$1,000,000) 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 CLERK, CONTRACTOR shall make available for inspection copies of all claims filed or made against any policy during the policy term.

(e) Umbrella Policy of at least Two Million Dollars (\$2,000,000) in coverage. (1) The CLERK, its officials and employees must be named on all liability policies (except for Workmen's Compensation) described above as additional insured. (2) Coverage afforded to the CLERK, its officials, employees and others 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.

(f) Waiver of Subrogation (1) 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 CLERK, its employees, agents, representatives, officers, directors, elected and appointed officials.

ARTICLE 10 – OWNERSHIP OF DOCUMENTS AND WORK PRODUCT

10.1 All data collected by CONTRACTOR and all documents, notes, drawings, tracings and files collected or prepared in connection with this work, except CONTRACTOR's personnel and administrative files, shall be provided to CLERK and shall become the property of CLERK. CLERK shall not be restricted in any way whatsoever 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 CLERK.

10.2 All work-product including all programs developed by CONTRACTOR pursuant to this Contract shall be exclusively owned by CLERK which shall have the right to copyright any program in CLERK's name. CONTRACTOR shall agree not to use any information provided to CONTRACTOR by CLERK or any program created pursuant to this Contract for the benefit of any party other than CLERK. Upon termination of the Contract, CONTRACTOR shall surrender to CLERK all programs, source codes, documentation, materials and other materials either received from CLERK or developed by CONTRACTOR pursuant to this Contract.

ARTICLE 11 – PERFORMANCE BOND

11.1 CONTRACTOR shall submit a performance bond acceptable to CLERK in the amount of the total proposed cost through development and total proposed cost of three months of operation.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

12.1 CLERK 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 CLERK.

ARTICLE 13 – TRANSITION REQUIRMENTS

13.1 Upon termination of this Contract for any reason or upon expiration of the Contract period CONTRACTOR shall transition operation of the CMS/DMS to CLERK 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) CLERK’s directions to assist in the orderly transition of equipment, services, software, leases and other related matters to CLERK or to a third party designated by CLERK.

ARTICLE 14 – COMPLIANCE WITH CIVIL RIGHTS AND ETHICS LAWS 14.1 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. 14.2 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. 14.3 CONTRACTOR acknowledges that CLERK 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 CLERK of any potential or actual violation of the Ethics Code. THUS DONE, entered into and signed in the presence of the witnesses below, on the ____ day of _____, 201____. WITNESSES: CLERK By: Doug Welborn CONTRACTOR By: Printed Name and Title Federal Tax I.D. No.:

COST PROPOSAL

Cost Element	Initial Cost	Annual Cost
Installation		
Migration		
Integration		
Licenses		
Support		
Training		
Other *		

TOTAL COST

*List each Cost Element included in the category “Other” above.

Cost Element	Initial Cost	Annual Cost
OTHER TOTAL COST		

Exhibit D