

**EAST BATON ROUGE CLERK OF COURT**  
**Request for Qualifications and Proposals**  
**Replacement of Records Management & Document Management Systems**  
**12/20/2019**

## **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 including 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 Records Management System (“RMS”) and Document Management System (“DMS”) for the receipt, recording and indexing on a daily register of all mortgages and other documents to be entered in the public records of the parish. This proposal does not seek a replacement for the existing RMS and DMS system for the filing, processing and maintaining of all documents and evidence for the cases.

## **2.0 BACKGROUND**

The current RMS is a customized “ASP” web application with a visual basic cash register RMS that runs on an MS SQL 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 RMS 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 instrument numbers
- ☐ integrate with other databases
- ☐ support electronic filing
- ☐ permit online access to the public for a fee
- ☐ permit remote printing for a fee

- ☐ accept credit card payments
- ☐ integrate with CLERK's accounting software

#### **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](mailto:RFP@ebrclerkofcourt.org) no later than 2:00 p.m. C.S.T. on Friday, January 24, 2019. All inquiries together with responses thereto will be posted on <http://www.ebrclerkofcourt.org> on or before Friday, January 31, 2019.

#### **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>

<b>Event</b>	<b>Date</b>
Request for Qualifications and Proposals (RFP&Q) released	12/20/2019
Deadline to submit written inquiries	12/24/2019
Deadline to receive response to written inquiries	12/31/2019
RFP&Q opening	2/19/2019

#### **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.

Should CLERK award a contract pursuant to this RFQ&P, CLERK shall make the award to a responsible offeror whose proposal is determined by CLERK to be the most advantageous, taking into consideration price and other evaluation factors set forth in this RFQ&P.

A “responsible offeror” is a contractor or subcontractor who has an established business and who has demonstrated the capability to provide goods and services in accordance with the terms of the contract, plan, and specifications without excessive delays, extensions, cost overruns, or changes for which the contractor or subcontractor was held to be responsible, and who does not have a documented record of past projects resulting in arbitration or litigation in which such contractor or subcontractor was found to be at fault. A responsible offeror shall have a negotiable net worth, or shall be underwritten by an entity with a negotiable net worth, which is equal to or exceeds in value the total cost amount of the public contract as provided in the proposal submitted by such offeror. All property comprising the negotiable net worth shall be pledged and otherwise unencumbered throughout the duration of the contract period.

Respondents must deliver an original and eight (8) copies of the Statement of Qualifications and Proposals and an electronic copy on a CD-ROM in PDF format on or before **WEDNESDAY**, February 19, 2019 at 2:00 p.m. C.S.T. in a sealed container marked as follows:

CLERK RMS/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.

#### *RMS/DMS Requirements*

Contractor shall provide an "off the shelf" system. The system must currently exist and have referenceable accounts.

Services shall include installation of RMS and DMS, migration of legacy data to the RMS 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.

Contractor's system shall have the ability to accept credit card payments and to integrate with CLERK's accounting software, Microsoft Dynamics, GP. Should CLERK begin using a different accounting software during the contract term, Contractor shall be required to take any and all measures necessary to ensure that Contractor's system remains capable of integrating with CLERK's accounting software.

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. During the evaluation process points will be awarded based on the systems' features. Details on the scoring system are outlined in the RFQ&P.

Respondents may be invited to provide a demonstration of its system to CLERK and/or its

designees. The demonstration shall not be in lieu of completing Attachment I. Any Respondent who does not complete Attachment I will be disqualified and will not be invited to provide a demonstration.

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.

#### *Requirements for Other Services*

Contractor shall provide training and support for the CLERK to the satisfaction of CLERK. Prior to GO-LIVE the RMS/DMS, Contractor shall ensure that the CLERK's staff, and Court Employees have been adequately trained in the use of both the RMS/DMS.

Contractor shall provide support for CLERK during CLERK's regular business hours (7:30 AM – 5:30 PM) and shall provide emergency support at no cost to CLERK after CLERK's regular business hours when necessary to restore access. Any routine maintenance, updates, or other prescheduled system downtime shall occur after CLERK's regular business hours.

Contractor shall provide 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 consistent with industry standards and best practices for information systems.

#### *Financial requirements*

Contractor shall be financially solvent and shall have a negotiable net worth, or shall be underwritten by an entity with a negotiable net worth, which is equal to or exceeds in value the total cost amount of the contract as provided in the proposal submitted by Contractor. All property comprising the negotiable net worth shall be pledged and otherwise unencumbered throughout the duration of the contract period.

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.

Contractor shall submit a performance bond acceptable to CLERK in the amount of half of the proposed cost through development and half of the proposed cost of three months of operation. Alternatively, Contractor shall deposit a cash bond with CLERK in the amount of half of the proposed cost through development and half of the proposed cost of three months of operation.

## **7.0 EVALUATION CRITERIA**

To determine which proposal, if any, is most advantageous to CLERK, proposals shall be evaluated in accordance with the following criteria:

### **Legal and Financial Requirements**

*The Legal and Financial Requirements shall be scored on a Pass / Fail basis. Respondent must receive a "Pass" rating in each category. A "Fail" rating in any category shall result in disqualification from consideration.*

<b>Criteria</b>	<b>Pass/Fail</b>
Respondent is financially solvent.	
Respondent is able to meet minimum insurance requirements.	
Respondent is able to meet minimum bonding requirements or deposit a cash bond.	
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.	
Respondent has a negotiable net worth, or is underwritten by an entity with a negotiable net worth, which is equal to or exceeds in value the total cost amount of the contract as provided in Respondent's proposal.	
Respondent does not have a documented record of past projects resulting in arbitration or litigation in which Respondent was found to be at fault.	

### **System Functions**

*Each feature listed in Attachment I by Respondent shall be scored based on the following scale:*

	<b>Description</b>	<b>Number of Points</b>
<b>M</b>	Must have this requirement to meet the business needs	4
<b>S</b>	Should have this function; important but not vital, may need some kind of workaround (changing processes)	3
<b>C</b>	Could have this function; wanted or desirable but not critical	2
<b>W</b>	Would like this function in the future but not required for Go-Live	1

**Additional Evaluation Factors** *Points shall be awarded on each of the following criteria:*

<b>Criteria</b>	<b>Maximum Points</b>
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
<b>TOTAL</b>	<b>350</b>

## **8.0 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.

All responses to the RFQ&P shall be submitted in a sealed container.

Any erasures, strikeovers, and/or changes to price should be initialed by the Respondent. Failure to initial may be cause for rejection of the response to the RFQ&P as non-responsive.

All documents requiring a signature shall be signed by an individual authorized to bind the Respondent. Evidence of authority shall be attached.

Responses to the RFQ&P shall be organized in the following manner:

**A. Cover Letter/Executive Summary**

- 1) The cover letter/executive summary should exhibit Respondent's understanding and approach to the project. It should set forth the history and background of the Respondent, a summary of Respondent's ability to perform the services described in the RFQ&P, and confirmation that Respondent is willing to perform such services and enter into a contract with CLERK.
- 2) The cover letter/executive summary shall be signed by an individual authorized to bind the Respondent. Evidence of such authority shall be attached.

**B. Statement of Qualifications**

**1) Identification of Respondent**

- a. Respondent's name, address, telephone number and email address.
- b. Name of a single key contact person and contact information including telephone numbers and e-mail address.
- c. Identify how long Respondent has been in business.
- d. 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.
- e. 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.
- f. 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.
- g. Statement as to whether Respondent is currently in good standing with the Louisiana Secretary of State;
- h. Statement as to whether Respondent is current on all taxes duly assessed by the state of Louisiana and its political subdivisions, including any occupational license taxes;



**2) Respondent's Qualifications and Experience**

- a. 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.
- b. 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.
- c. 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.
- d. Identify all projects having a similar scope of services to the RFQ&P in which Respondent was involved in litigation and/or arbitration related thereto. Provide the case name, jurisdiction, and current status of any such litigation and/or arbitration.

**3) Resumés**

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

**4) Additional Resources**

- a. 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.
- b. List information technology resources and equipment which are owned by Respondent and those which will be acquired prior to performing services.
- c. Explain Respondent's ability to access additional resources for timely completion of the services required by the RFQ&P.

**5) Insurance and Bond**

- a. Submit proof of ability to secure all of the insurance coverage required in Article 9 of the Sample Contract attached as Exhibit B.
- b. Submit proof of ability to secure the performance bond in the amount of the total proposed cost through installation/migration. Alternatively, Respondent may submit proof of the ability to deposit a cash bond.

**C. Proposal Requirements**

- 1) Respondents shall submit comprehensive proposals.
- 2) Respondent shall clearly identify any systems or portions of systems outlined in the proposal which are considered to be proprietary in nature.
- 3) Screen shots of key screens and examples of implementation specifics are encouraged where appropriate.
- 4) Proposals shall address:

- a. Ability to test and de-bug the RMS/DMS prior to implementation as a live site.
- b. Ability to complete projects on schedule and within established budgets.
- c. Ability to accept credit card payments.
- d. Ability to integrate with CLERK's accounting software, Microsoft Dynamics, GP.
- c. Description of how Respondent's team has worked with similar projects, managing communications and controlling the project schedule and cost.
- d. Describe technical support process and long-term maintenance costs.
- e. Security features to be included and plan for updating security features.
- f. A detailed description of the technology to be employed for the application and database.
- g. Redundancy to be employed during crisis. A method to minimize disruption of service.
- h. Availability of technical assistance to users and CLERK.
- i. Adaptability of solution to facilitate access of other records maintained by CLERK.
- j. Adaptability of solution to mobile applications and touch interface.
- k. A detailed explanation the proposed project implementation schedule.
- l. Proposed cost broken down as set forth on **Exhibit D**.

#### **D. Contract**

- 1) Respondent shall agree to execute a contract substantially similar to the Sample Contract attached as Exhibit B. Respondent shall agree to execute the contract within thirty (30) days from the award or a mutually agreeable extension of time.
- 2) All documents requiring a signature shall be signed by an individual authorized to bind the Respondent. Evidence of authority shall be attached.

#### **9.0 NO CONFLICT OF INTEREST**

CLERK is an elected official to whom 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(19) defines "public servant" to be a public employee or an elected official. 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.