

LOUISIANA CLERKS' REMOTE ACCESS AUTHORITY
Request for Qualifications and Proposals
For Recording Software Integration and Related Services

June 4, 2018

Addendum #1

5.0 REVISED 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 1 st publication on June 1, 2018	2:00 pm CST Wednesday, May 30, 2018	
Publication of Notice RFQ&P	Notice published in The Advocate, on www.centralauctionhouse.com , http://laclerksofcourt.org and notice sent to interested parties	Monday, June 4, 2018	Day 1
Publication of Notice in Official Journal	RFQ&P Notice published in The Advocate	Monday, June 4 Wednesday, June 6 & Friday, June 8, 2018	Days 1, 3 & 5
Inquiries regarding RFQ&P	Deadline for potential respondents to submit inquiries to LCRAARFP@gmail.com	4:00 pm CST Wednesday, June 13, 2018	Day 13
Response to Inquiries	Deadline for LCRAA to post all inquiries and responses on http://laclerksofcourt.org	Friday, June 15, 2018	Day 15
Addenda	Deadline for LCRAA to issue Addenda to clarify RFQ&P, if necessary, posted on http://laclerksofcourt.org	Monday, June 25, 2018	Day 25
Pre-proposal Demonstration	Pre-proposal demonstration of Jefferson Parish Recording Software	9:30 am – 11:30 am Thursday, June 28, 2018	Day 28
Statements of Qualifications and Proposals Due	Deadline to submit Statements of Qualifications and Proposals	2:00 pm CST Friday, July 6, 2018	Day 36
Ranking of Respondents and Interviews	LCRAA designees rank Respondents and set interview schedule	Thursday, July 12, 2018	Day 42
Interviews and Selection of Contractor	LCRAA Board interviews highest ranked Respondents and selects Contractor	Wednesday, July 18 & Thursday, July 19, 2018	Days 48 & 49
Contract Period Begins	Contractor begins work	Monday, July 23, 2018	Day 54

LOUISIANA CLERKS' REMOTE ACCESS AUTHORITY

**Request for Qualifications and Proposals
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June 4, 2018

Addendum #2

**LOUISIANA CLERKS' REMOTE ACCESS AUTHORITY
CONTRACT FOR RECORDING SOFTWARE INTEGRATION
AND RELATED SERVICES**

This Contract is entered into on the date indicated below by and between Louisiana Clerks' Remote Access Authority, a Louisiana political subdivision domiciled at 10202 Jefferson Highway, Baton Rouge, LA 70809 ("LCRAA"), acting through its Chairman, and _____ ("CONTRACTOR") a requested to do business in Louisiana, domiciled at _____, acting through its duly authorized president _____ shall become effective on _____, 2018.

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 design, develop and maintain software to integrate the custom recording software used by Jefferson Parish with programs currently used by various Clerks of Court to record land records, for document management and for accounting ("Integration Software") in accordance with the Request for Qualifications and Proposals dated June 4, 2018 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 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, without the express prior written approval of LCRAA.

ARTICLE 2 - COMPENSATION FOR SERVICES

- 2.1 LCRAA agrees to pay CONTRACTOR \$_____ for Development of the Integration Software, and migration of existing electronic indices and images to the custom recording software in accordance with CONTRACTOR's proposal dated _____, (Exhibit A). CONTRACTOR will submit an itemized invoice and progress report supporting the requested compensation for services performed in accordance with the payment schedule, (Exhibit B).

- 2.2 During development, LCRAA shall retain 10% of each invoiced amount for each parish as surety for satisfactory performance. Within 120 days of successful completion of the Integration Software and migration of indices and images for the parish, LCRAA shall release the retainage or provide CONTRACTOR with a detailed list of items to be corrected prior to release of retainage. The retainage shall be released by LCRAA to Contractor upon satisfactory completion of the items in the detailed list.
- 2.3 Following completion of the Integration Software and migration of indices and images for the parish, LCRAA agrees to pay CONTRACTOR an annual support fee of \$_____ per Participant to be paid in 12 monthly installments on the 9th day of each month beginning the month following completion of the Integration Software and migration of indices and images for the parish. LCRAA shall have the option to extend the term of the Support and Maintenance for an additional 24 months on the same terms.
- 2.4 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 _____, (Exhibit A).
- (a) CONTRACTOR agrees to complete design of the Integration Software for the first three parishes for delivery on or about _____.
 - (b) CONTRACTOR may request an extension of the times provided in the Proposal Project Phases and Tasks, provided said application is made in writing prior to the expiration of the time provided for the delivery of the applicable work, and stating the reasons beyond CONTRACTOR'S control for the extension.
 - (c) 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 LCRAA) CONTRACTOR shall immediately advise LCRAA and request, in writing, a Stop Work Order or time extension for the number of days the work is 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 LCRAA to inspect and audit data and records relating to performance under this Contract for a period 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 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 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
- 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 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 date the termination will be effective. If LCRAA terminates this Contract for a reason other than an uncured breach by CONTRACTOR, LCRAA agrees to reimburse CONTRACTOR upon receipt of invoices for services performed and charges incurred by CONTRACTOR prior to termination. LCRAA 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 LCRAA 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 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 the amount budgeted by LCRAA for said project and shall in no event exceed \$_____. In the event any additional training is required by LCRAA, CONTRACTOR shall submit an estimate of cost to LCRAA for said training. LCRAA shall not be liable for any payments for additional training unless LCRAA issues a purchase order for the additional training 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 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 Integration Software developed and indices and images migrated 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 Integration Software as necessary to operate as specified in its proposal.
- 8.3 CONTRACTOR warrants that all materials produced hereunder will be of original development by CONTRACTOR, and will be specifically developed for the fulfillment of this Contract. In the event CONTRACTOR elects to use or incorporate in the materials to be produced any components of a system already existing, CONTRACTOR shall first notify LCRAA, which after whatever investigation LCRAA may elect to make, may direct the CONTRACTOR not to use or incorporate such component. If LCRAA does not object,

CONTRACTOR may use or incorporate such component at CONTRACTORS's expense after furnishing written consent of the component's owner. Such component shall be warranted by CONTRACTOR and CONTRACTOR will arrange to transfer title or the perpetual license for the use of such components to LCRAA.

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.
 - (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 LCRAA,

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 Million Dollars (\$2,000,000) in coverage.
 - (1) The LCRAA, its officials, employees and participants must be named on all liability policies (except for Workmen's Compensation) described above as additional insured.
 - (2) Coverage afforded to the 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.
- (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 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, notes, drawings, tracings and files collected or prepared in connection with this work, except CONTRACTOR's personnel and administrative files, shall be 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 All work-product including all 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. 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 Any and all applications developed by CONTRACTOR for LCRAA pursuant to this contract are works for hire and, upon payment hereunder, the names, source code, layout and all other protectable elements of each shall irrevocably become the wholly owned intellectual property of LCRAA. All applications delivered pursuant to this contract may be altered, modified, diluted, copied, repurposed, licensed or sold by LCRAA without the consent of CONTRACTOR after the termination of this contract without any additional payment to CONTRACTOR.

- 10.4 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 – PERFORMANCE BOND

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

ARTICLE 12 - SUCCESSORS AND ASSIGNS

- 12.1 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 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 Integration Software 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.
- 13.2 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 Integration Software.
- 13.3 Within 30 days of receipt of the Transition Plan LCRAA shall review and approve or request revision to the Transition Plan.
- 13.4 CONTRACTOR shall deliver to LCRAA all code, programs, operating manuals and software necessary to operate and maintain Integration Software and Recording Software.

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 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 ____ day of _____, 2018.

WITNESSES:

LOUISIANA CLERKS' REMOTE ACCESS
AUTHORITY

By: _____
(Richard "Rick" Arceneaux, Chairman)

"CONTRACTOR"

By: _____
(_____, Title)

Federal Tax I.D. No.: _____

LOUISIANA CLERKS' REMOTE ACCESS AUTHORITY

**Request for Qualifications and Proposals
For Recording Software Integration and Related Services**

June 4, 2018

Addendum #3

Ascension and Rapides Parish Clerks of Court	
Indices and Images will have to be converted from the following:	
Currently Running:	IBM AS400/iSeries
Current Operating System:	OS/400 version 5.4 (compatible with windows, Unix, SQL, XML etc.)
Current Recording Package written in:	RPG/RPGLE
Database:	DB2/DB2400
Imaging System Written By:	Real Vision Software (http://www.realvisionsoftware.com)

St. Tammany Parish Clerk of Court	
Indices and Images will have to be converted from the following:	
Currently Running:	Dell Optiplex 755, 7010 and 7055
Current Operating Systems:	Windows 7 and Windows 10
Current Imaging System Specifications:	Tiffs - Group 4 CCIT Bi-tonal, LZW full color tiff (all single tiffs) 1.5 TB but will need to increase to accommodate back scanning of additional images
Database:	SQL Server 2014 Express
Imaging System Written By:	Proprietary in-house recording software.

EXHIBIT

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Rev. 06/25/2018