

Section I – RFP Announcement, Schedule, and eBidding

CALCASIEU PARISH CLERK OF COURT



REQUEST FOR PROPOSAL

RETURN THIS FORM TO:

CALCASIEU CLERK OF COURT Nancibelle Hardy, IT DIRECTOR 1000 RYAN STREET RM 5 LAKE CHARLES, LA 70601 navallee@calclerkofcourt.com PH: 337-437-3550
Company Quote # if applicable

**BIDDER MUST FILL IN
COMPANY NAME AND
COMPLETE ADDRESS
(PRINTED OR TYPED)**

PHONE:	
FAX:	
EMAIL:	

BID SUBMISSION
to be filled in by the Clerk

--

RFP NUMBER:

2022-002

PROJECT NAME

Conv Scan Index Series 1-3

EXPECTED DAYS TO
COMPLETE PROJECT

14

from start date not contract signing

TERMS

Defined in the Scope of Work and Instructions to Bidders

**BIDDER AGREES TO
COMPLY WITH ALL
TERMS AND CONDITIONS
CONTAINED HEREIN AND
ATTACHED TO THIS
REQUEST**

**Prices are to be complete as
directed in the Instructions to
Bidders**

**INCLUDE THIS PAGE WITH YOUR RESPONSE
FAILURE TO SIGN WILL DISQUALIFY RESPONSE**

Typed or Printed Name

Signature

Date

Title

Clerks Primary Contact for this Bid	Nancibelle Vallee Hardy	334-737-3558 ext 139
Clerks Primary Contact for this Project	Nancibelle Vallee Hardy	334-737-3558 ext 139

In addition to including this coversheet with your bid response.

Initially, all interested parties may fill out this page and return it to the Primary Contact for the bid to be notified personally of any new/updated information pertaining to this RFP.

SCHEDULE - The following is the schedule for this RFP.

First Advertisement	Thursday, February 10, 2022
Second Advertisement	Tuesday, February 22, 2022
Pre-Proposal Meetings	Thursday, February 10, 2022 Monday, February 28, 2022
Written Question Deadline	Monday, February 28, 2022
Addenda Published (if needed)	Thursday, March 3, 2022
Deadline for Accommodation Request	Thursday, March 3, 2022
Proposal Due Date	Monday, March 7, 2022
Bid Opening	Tuesday, March 8, 2022
Bid Review Committee Closed Review	Wednesday, March 9, 2022 Friday, March 11, 2022
Tentative Interviews (if needed)	Monday, March 21, 2022 Thursday, March 24, 2022
Selection Negotiations	Friday, March 25, 2022 Wednesday, March 30, 2022
Selection Award Announced	Thursday, March 31, 2022
Written Notification of Selection	Friday, April 1, 2022
Bids and Tabulations open for Public View	Friday, April 1, 2022
Deadline for Proposal Protest	Friday, April 8, 2022
Step into Section IV Initial Work Plan	Monday, April 11, 2022

The above schedule is for information purposes only and is subject to change at the discretion of the Clerk.

Respond by Mail or Portal

Bid Proposals may be mailed through USPS or any other common mail carrier or hand delivered to:

CALCASIEU CLERK OF COURT
NANCIBELLE HARDY, IT DIRECTOR
1000 RYAN STREET RM 5
LAKE CHARLES, LA 70601

OR Filed through our eBid Portal

The Clerk of Court has established a relationship with BidNet Direct for electronic processing of RFPs. The service is free for Vendors. Go to bidnetdirect.com to setup an account and access the service.

Experience

Qualified Respondents must have a minimum of 15 years of experience in the scanning industry; have experience and expertise successfully handling sensitive legal documents, have experience and expertise successfully handling documents in an aged and delicate condition, have experience indexing legal documents for retrieval, and provide a minimum of 4 customer references.

Section II – Bid Forms

CALCASIEU PARISH CLERK OF COURT UNIFORM BID FORM

TO: Calcasieu Parish Clerk of Court
Archive Scanning – Nancibelle Vallee Hardy
1000 Ryan Street, Room 5
Lake Charles, LA 70601

BID FOR: RFP# 2022-002
Conv Scan Index Series 1-3

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project documents and hereby proposes to provide all labor, materials, tools, appliances and facilities (unless otherwise stated in the scope) as required to perform, in a workmanlike manner, all work and services for the completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: _____ and dated: _____.

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following ADDENDA: _____

Prepared by: _____ Published on: _____

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" *but no alternates) the sum of:

_____ Dollars (\$_____)

Overages – use the UNIT PRICE FORM to indicate per piece price on overages.

_____ Dollars (\$_____)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description. Example 1) the option to scan the documents on sight at a location provided by the Clerk in Calcasieu Parish or the Alternate would be the vendor moving the documents to their facility within the parish of Calcasieu. Alternatively moving the documents to their facility in another parish or state. Example 2) proposal indicates taking more than the prescribed 50 boxes from the Clerk's possession.

Alternate No. 1 Attachment(s) no. of pages to detail Alternate _____

_____ Dollars (\$_____)

Alternate No. 2 Attachment(s) no. of pages to detail Alternate _____

_____ Dollars (\$_____)

Alternate No. 3 Attachment(s) no. of pages to detail Alternate _____

_____ Dollars (\$_____)

LOUISIANA Registered Vendor's Number: _____

NAME of Authorized Signatory of Bidder: _____

TITLE of Authorized Signatory of Bidder: _____

SIGNATURE of Authorized Signatory of Bidder: _____ Date: _____

Signature Authority: Attention: R.S. 329.1594(c) (4) requires evidence of authority to sign and submit bids to the State of Louisiana. You must indicate which of the following apply to the signer of this bid.

Circle one:

- 1) The signer of this bid is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. A copy of the annual report or partnership must be attached hereto.
- 2) The signer of this bid is a representative of the bidder authorized to submit this bid as evidence by documents such as Corporate Resolution, Certification as to Corporate Principal, etc. If this applies a copy of the resolution, certification, or other supportive documents must be attached hereto.
- 3) The bidder has filed with the Secretary of State and affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be attached hereto.
- 4) The signer of the bid has been designated by the bidder as authorized to submit bids on the bidder's Vendor Application on file with this office or if a new vendor attached hereto.

Attachment(s) no. of pages to comply with requirements of R.S. 329.1594(c) (4) _____

*The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:221(A) attached to and made a part of this bid. (*IMPORTANT* See no. 17 of the Instructions to Bidders regarding bond.)

Attachment(s) no. of pages _____

Applying for "Responsible Bidder" status to forgo bond requirement under LA RS 38:2216

Attachment(s) no. of pages _____

Quality Assurance Plan to maintain the Standard of Care (*see no. 26 of Instructions to Bidders*)

CALCASIEU PARISH CLERK OF COURT UNIFORM BID FORM

UNIT PRICE FORM

TO: Calcasieu Parish Clerk of Court
 Archive Scanning – Nancibelle Vallee Hardy
 1000 Ryan Street, Room 5
 Lake Charles, LA 70601

BID FOR: RFP# 2022-002
 Conv Scan Index Series 1-3

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures. **Use this form to indicate price unit for overages.**

Description	___ Base Bid	Or Alt# _____		
REF. No.	Quantity:	Unit of Measure	Unit Price	Unit Price Extension (<i>Quantity times Unit Price</i>)

Description	___ Base Bid	Or Alt# _____		
REF. No.	Quantity:	Unit of Measure	Unit Price	Unit Price Extension (<i>Quantity times Unit Price</i>)

Description	___ Base Bid	Or Alt# _____		
REF. No.	Quantity:	Unit of Measure	Unit Price	Unit Price Extension (<i>Quantity times Unit Price</i>)

Description	___ Base Bid	Or Alt# _____		
REF. No.	Quantity:	Unit of Measure	Unit Price	Unit Price Extension (<i>Quantity times Unit Price</i>)

Description	___ Base Bid	Or Alt# _____		
REF. No.	Quantity:	Unit of Measure	Unit Price	Unit Price Extension (<i>Quantity times Unit Price</i>)

Description	___ Base Bid	Or Alt# _____		
REF. No.	Quantity:	Unit of Measure	Unit Price	Unit Price Extension (<i>Quantity times Unit Price</i>)

Description	___ Base Bid	Or Alt# _____		
REF. No.	Quantity:	Unit of Measure	Unit Price	Unit Price Extension (<i>Quantity times Unit Price</i>)

Description	___ Base Bid	Or Alt# _____		
REF. No.	Quantity:	Unit of Measure	Unit Price	Unit Price Extension (<i>Quantity times Unit Price</i>)

Description	___ Base Bid	Or Alt# _____		
REF. No.	Quantity:	Unit of Measure	Unit Price	Unit Price Extension (<i>Quantity times Unit Price</i>)

ACCEPTANCE OF FUNDING AND PAYMENT CLAUSE

STATE OF LOUISIANA

PARISH OF _____

Before me, the undersigned authority, came and appeared _____, who, being first duly sworn, deposed and said that:

- 1. He/She is the _____ and authorized representative of _____
_____, hereafter referred to as "Respondent."
- 2. The Respondent submits the attached proposal in response to Calcasieu Parish Clerk of Court
RFP# _____.
- 3. **FUNDNG CLAUSE** - The Respondent submits that they understand and accept that the continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the designated Funding Agency as defined in the Scope of Work. If the funding agency fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the funding agency, or by any means provided in the budget to allow the total appropriation, or for any other lawful purpose, and the effect of such reduction creates a situation whereby there are insufficient funds available for the continuation of the contract; at the discretion of the Clerk, the contract can be terminated or work reduced to meet the available funding. The Clerk will advise the Vendor in writing if such situation occurs providing a minimum of 30 days notice.
- 4. Payment is scheduled to be made within 30 days after receipt of properly executed invoice. In no event shall the Clerk of Court submit final payment until all documents have been returned, work has been Inspected and Accepted as completed by the Clerk of Court. In some instances, a delay in payment may be caused by the funding agency. If that situation occurs, the Clerk will inform the vendor in writing.

Respondent Representative (Signature) *Date*

Name

Address

City, State Zip

Sworn to and subscribed before me, _____ Notary Public, this _____ day
of _____ 20_____.

Notary Public (Signature)

Notary ID# / Bar Roll #

CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

STATE OF LOUISIANA

PARISH OF _____

Before me, the undersigned authority, came and appeared _____, who, being first duly sworn, deposed and said that:

1. He/She is the _____ and authorized representative of _____
_____, hereafter referred to as "Respondent."
2. The Respondent submits the attached proposal in response to Calcasieu Parish Clerk of Court RFP# _____.
3. The Respondent hereby confirms that a conflict(s) of interest exists/does not exist/may exist in connecting with this solicitation which might impair Respondent's ability to perform if awarded the contract, including any familial or business relationships that the Respondent, the proposed subcontractors, and their principals have with Clerk Officials or employees. *(If a conflict of interest exists and/or may exist, a letter describing the nature of the conflict, the parties involved, and why there is a conflict is attached to this form.)*

Letter attached Yes No
Attachment(s) no. of pages _____

Respondent Representative (Signature) *Date*

Name

Address

City, State Zip

Sworn to and subscribed before me, _____ Notary Public, this _____ day
of _____ 20_____.

Notary Public (Signature)

Notary ID# / Bar Roll #

CONFIDENTIALITY AND TRANSFER OF DATA AGREEMENT

**STATE OF LOUISIANA
PARISH OF CALCASIEU**

THIS AGREEMENT IS MADE this _____ day of _____, 20_____, by and between H. Lynn Jones, II, Clerk of Court, whose mailing address is Post Office Box 1030, Lake Charles, Louisiana, (hereinafter referred to as “Clerk”) and _____, whose address is _____, appearing herein through its duly authorized agent(s), _____, et al. (hereinafter referred to as “Vendor”).

Vendor does hereby acknowledge that in completing services or providing materials to the Clerk it will have access to “Confidential and Private Information”. “Confidential and Private Information” shall mean all information about employees of the Clerk, or private citizens, including names, addresses, social security numbers, health or life insurance information, financial information, etc. to which Vendor has access. “Confidential and Private Information” shall also mean all notes, memoranda, files, records, writing, and/or other documents, which the Clerk has in its possession and to which Vendor has access. Confidential Information shall also include any and all information and materials in the Clerk’s possession or under its control for any other person or entity, which the Clerk is obligated to treat as confidential or proprietary, and any and all information not generally known to the public.

In order to protect the Clerk’s confidential information and to promote and ensure the continuity of the Clerk’s relationships with the public, Vendor covenants and agrees that it will not, at any time in any fashion, form or manner, either directly or indirectly, divulge, publish, disclose or communicate to any person, firm or corporation any of the confidential information or use the same for Vendor’s own benefit or to the detriment of the Clerk.

Vendor further agrees not to share or forward the Clerk’s information to a third party even a consultant of the Vendor without prior notifying the Clerk in writing and obtaining WRITTEN PERMISSION from the Clerk or his designee. The Clerk of Court retains ownership of all data including backup copies and work media generated by the Vendor in execution of his duties as the Vendor. All data on removable media must be returned or provided to the Clerk of Court for archive or disposal as deemed necessary by the Clerk. The Clerk reserves the right to inspect any non-removable media to verify removal of the Clerk’s data once the project is completed.

Vendor acknowledges a breach of this agreement would be detrimental to the Clerk and to the private citizens for which money is inadequate compensation. Vendor agrees that the Clerk shall be entitled to injunctive relief and specific performance to enforce this agreement, in addition to damages and all other legal and criminal remedies. Vendor further agrees that the 14th Judicial Court shall be the venue in which any and all injunctive relief can be sought.

Nothing in this agreement is intended to restrict or limit any rights that the Clerk may have to enforce this agreement or prosecute under the laws of the State of Louisiana.

Clerk

H. Lynn Jones II

Calcasieu Parish Clerk of Court

By: _____

Title: _____

Signed: _____

Date: _____

Witness

Type or Print Name: _____

Signed: _____

Date: _____

Vendor

Type or Print Name: _____

Company: _____

By: _____

Title: _____

Signed: _____

Date: _____

Witness

Type or Print Name: _____

Signed: _____

Date: _____



Calcasieu Clerk of Court VENDOR APPLICATION

Name of Business _____

Address of Business _____

Tax ID# or SS# _____

Contact Person _____

Phone # _____

Fax # _____

Email Address _____

TYPE OF BUSINESS

Manufacturer Distributor Service Wholesaler Retailer

Other: _____

PREFERRED METHOD OF PAYMENT

Check Credit Card PayPal Other: _____

Vendor must attach a copy of their W9 to this application.

VENDOR APPROVAL - *Must be signed by Clerk or Administrator*

I hereby certify that no officer, or employee, having a substantial part of capital interest in the above-named firm is also an official or employee of any budget unity of the Calcasieu Parish Clerk of Court and that all the information supplied herein is true and correct to the best of my knowledge.

I APPROVE THE ADDITION OF THIS VENDOR TO THE VENDOR DIRECTORY.

Signature

Title

Date

ENTERED INTO VENDOR DIRECTORY BY _____

Name

Date

CYBER SECURITY REQUIREMENTS ACCEPTANCE FORM

Required for winning bidders. Must be filled out and turned in prior to contract signing.

STATE OF LOUISIANA

PARISH OF _____

Before me, the undersigned authority, came and appeared _____, who, being first duly sworn, deposed and said that:

1. He/She is the _____ and authorized representative of _____, hereafter referred to as "Respondent."
2. The Respondent submits the attached proposal in response to Calcasieu Parish Clerk of Court RFP# _____.
3. The Respondent hereby confirms that _____, they have read the Cyber/Network Security Requirements and are currently in compliance as defined by NIST (National Institute of Standards and Technology, and the U.S. Department of Commerce).
4. Further that the above named company will continue to maintain the specified requirements using generally accepted industry standard or above to preserve the security of their computer network protecting the records of the Clerk.
5. The vendor accepts that the Clerk retains the right to make inspection and verify that the Cyber/Network Security Requirements are being followed, that all necessary hardware/software components are in place on the Vendor's network and functioning properly, and that all necessary licenses and or subscriptions are current.
6. Proof of Cyber Cyber/Network Security components, copy of current licenses and or subscriptions is attached to this affidavit. Attachments no. of pages _____

Respondent Representative (Signature) *Date*

Name

Address

City, State Zip

Sworn to and subscribed before me, _____ Notary Public, this _____ day
of _____ 20_____.

Notary Public (Signature)

Notary ID# / Bar Roll #

CYBER SECURITY INSURANCE AFFIDAVIT

Required for winning bidders. Must be filled out and turned in prior to contract signing.

STATE OF LOUISIANA

PARISH OF _____

Before me, the undersigned authority, came and appeared _____, who, being first duly sworn, deposed and said that:

1. He/She is the _____ and authorized representative of _____
_____, hereafter referred to as "Respondent."
2. The Respondent submits the attached proposal in response to Calcasieu Parish Clerk of Court RFP# _____.
3. The Respondent hereby confirms that _____ holds Cyber Security Insurance that will respond in the event of a network security failure, such as data breaches. And covers loss of transferred funds, computer fraud, cyber extortion, data mining, privacy, data breaches, and network exposures.
4. Proof of Cyber Security Insurance is attached to this affidavit. *Attachments no. of pages* _____

Respondent Representative (Signature) *Date*

Name

Address

City, State Zip

Sworn to and subscribed before me, _____ Notary Public, this _____ day
of _____ 20_____.

Notary Public (Signature)

Notary ID# / Bar Roll #

Section III– Scope of Work

SCOPE OF WORK

FUNDING AGENCY(S)

Calcasieu Clerk of Court, Calcasieu Police Jury, and FEMA*

* *FEMA funding is a reimbursement and conditional.*

DOCUMENT DETAILS

Conveyance Index Books Series 1 – 3 Vendor and Vendee

Series 1; 1903-1919 (8 Books) typed 500 pages per book

Series 2; 1920-1933 (8 Books) typed until 1926 then hand written 600 pages per book

Series 3; 1934-1944 (9 Books) typed until 1936 then hand written 600 pages per book

Documents are mostly typed double-sided pages.

Total Volumes 25 (loose leaf)

Size 14 ½ x 18

DATE RANGE

1903- 1944

CURRENT LOCATION OF DOCUMENTS

In the Clerk of Court office in the Calcasieu Parish Courthouse

HOW DOCUMENTS ARE STORED

Documents are stored in heavy duty Cloth Binders with metal spines and pull rod mechanisms with straight posts. The rod mechanisms allows the pages to be removed from the binder. The pages are double sided and sequentially numbered. The books have tabbed set-out pages with specific sub-indexes

DOCUMENT STANDARD OF CARE

These documents represent the Clerk's oldest Conveyance records, they are "One of a Kind Historical Documents" that require the highest Standard of Care. The paper quality is good and most pages are feeder capable. 10% of the pages are more heavily used/delicate and may require a flat bed scanner.

INDEXING REQUIREMENTS

The application used to retrieve the images from these books requires a specific naming convention on the image files. No other index on these images is required. *See the Image File Name Requirements section for details regarding the naming convention.*

The Clerk has assigned page numbers (1, 2, 3, 4) to every page in the books (every page between the front and back binders, including sub-index pages and tabs) to be used in identifying and tracking each image. Every page must be scanned and named according to the Image File Name Requirements.

REDACTION REQUIREMENTS

No redaction required.

IMAGE FILE REQUIREMENTS

CALCASIEU PARISH CLERK OF COURT COTT SYSTEMS IMAGE NAMING RULES FOR SCANNING/QC OF THE INDEXES AND RECORDS FOR IMPORT INTO OIB SEARCH INDEX BOOKS

Index Books are crucial for the OIB, (Online Index Books), search and we have specific requirement when scanning those and providing images to us.

- Index Type is the highest level in the delivery directory structure
- Every book becomes ultimately separate subfolder
 - o All of the pages must be scanned in order they are in the book and saved in above described subfolder as consecutive numbers starting with 1
 - o All of the directory pages, key tables etc. must be scanned, (if applicable)
 - o All of the Tabs on the side of the pages must be visible, (if applicable)

Delivery Structure sample:

- Index Book Deeds Grantor 1950 – 1960 Book A – L (Page 1)
 - o Top Folder Index to Deeds
 - Next level 1950 – 1960
 - Next Level Book A – L
 - o Lowest Level Grantor
- ...\Index_to_Deeds\1950_1960\A_L\GTOR\00001.tif
- Index Book Deeds Grantee 1950 – 1960 Book A – L (Page 1)
 - o Top Folder Index to Deeds
 - Next level 1950 – 1960
 - Next Level Book A – L
 - o Lowest Level Grantee
- ...\Index_to_Deeds\1950_1960\A_L\GTEE\00001.tif

Index books can have different variation and some naming conventions can be adjusted as needed upon discussion with Cott Systems project manager

Images specification for Index:

- 300 DPI
- Black/White format (In the case of bad source documents please provide copies in Grayscale)
- TIF file type, using Compression 4 for B/W images
- JPG, (100 quality), for Grayscale or Color (if applicable)

*Any page that is found without a number or attachment identifier should be numbered as an attachment to the page immediately prior to the page in question.

LOCATION FOR WORK TO BE PERFORMED

Supplied by Vendor, preferred within the Police Jury Complex near the courthouse; Secondary Alternative vendors facility in Calcasieu Parish; Tertiary Alternative vendors facility outside of Calcasieu Parish.

NUMBER OF BOXES ALLOWED OUT OF CLERKS IMMEDIATE CARE

Due to the short turn around, all books for this project can leave the courthouse at one time.

ADDITIONAL REQUIREMENTS

Customer may request a copy of any page(s) while the books are in the vendor's possession. The vendor must respond with copies of the pages requested within two (1) business day.

PROJECT MANAGEMENT AND SERVICES

Vendor to supply Project Management and Services for this project.

Price must include preparing, scanning, and reassembly.

PROJECT AWARD PARTICIPATION REQUIREMENT

The winning vendor must participate in a project planning call with Cott Systems, Inc. prior to beginning scanning work.

Section IV – Instructions to Bidders

THIS IS A REQUEST FOR SEALED BID

INSTRUCTIONS TO BIDDERS

1. Read the entire bid, including all terms and conditions, specifications and instructions.
2. Disclosures - RS 39: 17 SUBPART C. RECORDS; PUBLIC ACCESS

§1557. Public access to procurement information

Procurement information shall be a public record to the extent provided in Chapter 1 of Title 44 of the Louisiana Revised Statutes of 1950 and shall be available to the public as provided in such statute.

Under the Freedom of Information Act (Public Act 442), the Clerk is obligated to permit review of its files, if requested by others. All information in a consultant's proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

3. Clerk staff will be available for Pre-Proposal meetings and document inspections per the schedule located in Section I. Contact the Clerk's Primary Contact to make an appointment. Note: Some of the documents are stored in multiple locations and require adequate time to inventory & inspect to prepare bid.
4. Acceptance of Funding Clause - The Clerk of Court requires all bidders to complete the Acceptance of Funding Clause found in Section II. A contract may not be awarded to the selected vendor unless the Acceptance of Funding Clause is signed, notarized and attached.
5. Overages – The Clerk of Court will not pay more for overages than was used to calculate the bid price.
6. Conflict of Interest Disclosure - The Clerk of Court requires all bidders to complete a Conflict of Interest Disclosure Affidavit found in Section II. A contract may not be awarded to the selected vendor unless the Conflict of Interest Disclosure Affidavit is signed, notarized and attached. After an award is made should a Conflict of Interest subsequently arise, the awarded vendor has the burden of bringing the Conflict of Interest to the immediate attention of the Clerk of Court Primary Contact in writing. Any Conflict of Interest will be addressed by the Clerk of Court as required by Louisiana statute.
7. Confidentiality Agreement – The Clerk of Court requires all bidders to sign the Confidentiality Agreement found in Section II.
8. Vendor Application - The Clerk of Court requires all bidders that are not currently in the Clerk of Court Vendor Directory to complete a Vendor Application found in Section II and include a copy of their company W9 Tax Form.
9. Cyber Security Requirements – Vendors are required to adhere to the Security and Privacy Controls for Information Systems and Organizations; published by NIST (National Institute of Standards and Technology, and the U.S. Department of Commerce). The most current standards can be found in the NIST Special Publication 800-53 Revision 5. This publication is available free of charge from: <https://doi.org/10.6028/NIST.SP.800-53r5>.

10. Cyber Security Requirements Acceptance Form – The Clerk of Court requires the **Awarded Bidder** to sign the Cyber Security Requirements Acceptance Form found in Section II. The form must be signed, notarized, and provided to the Clerk’s Primary Contact prior to the formal signing of any contract.
11. Cyber Security Insurance - The Clerk of Court requires the **Awarded Bidder** to sign the Cyber Security Insurance Affidavit and provide proof of Cyber Security Insurance, see forms in Section II. The form must be signed, notarized, and provided to the Clerk’s Primary Contact prior to the formal signing of any contract. Vendor must supply the Clerk a copy of the updated Cyber Security Insurance certificate/letter upon renewal.
12. The Clerk reserves the right to inspect and verify that the Cyber Security measures are in place and are being regularly maintained as well as the continuation of Cyber Security Insurance.
13. The Parish Clerk of Court is not liable for any cost incurred by the bidders prior to execution of a contract and the issuance of a purchase order. Any bidder who ships or otherwise expends time or money prior to award is defined, does so at the bidder’s own risk.
14. All bid prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit prices should be initialed by the bidder. If the bidder needs to submit a change, question, exception, or modification to any aspect of the bid specifications, terms, conditions or bidder instructions, must do so in written form submitted to the Calcasieu Parish Clerk of Court Primary Contact within 72 hours before the bid opening date. Business hours are defined as 8:30am – 4:30pm, Monday – Friday except holidays as defined on the Clerk of Court website. Should an emergency be declared by the US Federal Government, State of Louisiana, or Clerk of Court and force the closure of the Clerk of Court office; extensions of time will be allocated as warranted. Unless received as specified above, all bid information will remain unchanged. (*see also no. 46*)
15. This bid is to be manually signed in ink. If the vendor opts to submit their bid electronically; the document signed manually in ink will be accepted as scanned and uploaded to the Electronic Bid Portal as described in Section I as long as the vendor signs in all areas on all forms and electronically in all sections required by the software.
16. Bid prices shall include all delivery charges paid by the vendor, unless otherwise provided in the solicitation. Bids requiring deposits, “payment in advance” or “C.O.D.” may be rejected.
17. Amount of Bid Bond required: every bid submitted for in excess of fifty thousand dollars shall be accompanied by a Bid Bond guaranteed by a surety company qualified to do business in the state of Louisiana. The Bid Bond shall be for five percent of the official bid amount. Some bidders may qualify to forgo a bid bond. To be qualified to forgo bid bond attach a statement to the proposal indicating how the vendor meets the definition and requirements of a “Responsible Bidder” as set forth in Louisiana Revised Statute 38:2216. Upon review, the Clerk and or his designees shall make a determination if the vendor qualifies to forgo the bond. The vendor will be given notice in writing of the Clerk’s decision regarding the request to forgo the bond requirement.
18. To assure consideration of your bid, all bids and addenda should be returned in an envelope or package clearly marked with the **Name of the Vendor, Bid Opening Date, and the RFP Number**. Or Alternatively response can be made through the Electronic Bid Portal as described in Section I.
19. Bids should define an appropriate schedule of delivery such that no more than 50 standard bank boxes of records be out of the Clerk’s immediate possession at one time. A different number of boxes

will be considered if clear reasoning is presented in writing and should be included as an Alternate on the bid form.

20. Bids submitted are subject to provisions of the Laws of the State of Louisiana including but not limited to L.R.S. 39:1551-1736; Purchasing rules and regulations; executive orders; standard terms and conditions; special conditions; and specifications listed in this solicitation.
21. Important: By signing the bid, the bidder certifies compliance with all instructions to bidders, terms conditions and specifications, and further certifies that this bid is made without collusion or fraud.
22. Address all inquiries and correspondence to the Clerk of Court Primary Contact at the address and telephone number listed on the Calcasieu Parish Clerk of Court Uniform Bid Form.
23. Bid forms: All written bids, unless otherwise provided for, must be submitted on, and in accordance with forms provided, and properly signed (see Section I, Clerk of Court Uniform Bid Form - Signature Authority). Bids submitted in the following manner will not be accepted:
 - a. Bid contains no signature indicating intent to bound;
 - b. Bid sent by facsimile equipment or email;
 - c. Bid filled out in pencil; and
 - d. Bid not submitted on the designated bid forms.
24. Bids must be received at the address specified in the solicitation prior to bid opening time in order to be considered.
25. Standards of Quality - Any product or service bid shall conform to all applicable federal, state, and local laws and regulations, and the specifications contained in the solicitation. If bidding other than the requested brand or product number (or style), enclose sufficient literature to determine compliance with specifications. Failure to comply with this request may eliminate your bid from consideration. Unless otherwise specified in the solicitation document, any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired; and is not intended to limit or restrict competition. Bidder must specify the brand and model name of the product offered in the solicitation. See bid document for full requirements.
26. Quality Assurance Plan – It must be recognized that the documents defined in the Scope of Work are “One of a Kind Historical Documents” that require the highest Standard of Care. Bidders must define their quality assurance plan to maintain the required Standard of Care as defined in the Scope of Work.
27. The Clerk reserves the right to inspect the quality of work as it progresses, the facility where the work is performed, and all aspects of the daily operations with regard to the RFP work. Additionally the Clerk reserves the right to inspect and verify that the Standard of Care is being met and maintained according to the Quality Assurance Plan. Lastly; if the Clerk finds that any aspects of the standards are not being met or maintained the Clerk reserves the right to require additional measures to preserve the records and or the data files being produced.
28. The Clerk of Court reserves the right to award items separately, grouped or on an all or none basis and to reject any or all bids and waive any informalities.

29. This agreement is non-exclusive and shall not in any way precluded the Clerk of Court from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal, or like goods and or services from other entities or sources.
30. Bid opening: Bidders may attend the bid opening, no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined the next business day after bid award announcement. Information pertaining to completed files may be secured by visiting the Clerk of Court during normal working hours. Written bid tabulations will not be furnished prior the next business day after bid award announcement.
31. Prices: Unless otherwise specified by the Clerk of Court in the solicitation, bid prices must be complete, including transportation prepaid by bidder to destination and firm for acceptance for a minimum of 30 days. If accepted, prices must be firm for the contractual period. (*see no. 33 Contract Renewals*)
32. Taxes: Vendor is responsible for including all applicable taxes, fees, and tariffs in the bid price. The Clerk of Court is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise tax, privilege taxes, sales taxes, use taxes ad valorem taxes, etc.
33. Contract renewals: In the event that bid specifications include a renewal option, a term contract may be extended for two additional 12-month periods at the same prices, terms, and conditions upon mutual agreement of the Clerk of Court and the contractor. In such cases, the total contract term cannot exceed 36 months.
34. Contract cancellation: The Clerk of Court has the right to cancel any contract, in accordance with purchasing rules and regulations, including but not limited to (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet the specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the vendor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the Clerk; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract. The Clerk of Court has the right to cancel any contract for convenience at any time given thirty (30) days written notice to the vendor. In such cases, the vendor shall be entitled to payment for deliverables in progress that meet all standards and requirements.
35. Applicable law: All contracts shall be construed in accordance with any governed by the laws of the State of Louisiana.
36. In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall for the duration of this contract, refrain from a boycott of Israel. The Clerk of Court reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.
37. The bidder agrees to abide by the requirements of the following as applicable, Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair

Housing Act of 1968 as amended, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veterans' status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable shall be grounds for termination of any contract entered into as a result of this solicitation.

38. In compliance with R.S. 39:1602. Right to reject bids from Communist countries - In awarding contracts for supplies, any public entity is authorized to reject the lowest bid if received from a bidder domiciled in a Communist country, or if the supplies are manufactured in a Communist country, including but not limited to Russia, China, North Korea, and Vietnam, and to award the contract to the next lowest bidder, provided this Section shall not apply to any country having established trade relations agreements or approvals from the government of the United States.
39. Special accommodation: Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the bid opening, must notify the Clerk of Court Primary Contact in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.
40. Indemnity: Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the Clerk of Court, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or bodily injury, death or property damages arising out of the fault of the Clerk of Court, its officers, its agents or its employees.
41. It is agreed that the Calcasieu Clerk of Court Auditors and/or the Legislative Auditor of the State of Louisiana and/or any other body as required by Louisiana statute shall have the option of auditing all accounts which relate to this contract.
42. Exclusion of certain contractors from bidding – In compliance with RS 38:2227, regarding the commission of a crime, any bidder selected in the RFP process for an award must attest in writing as instructed in the statute and comply with all requirements of the statute. Failure to comply as required will forfeit the bid and another bidder will be selected.
43. Debarment - Submission of a proposal in response to this RFP is certification that the Respondent is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the Clerk will be notified of any changes in this status.
44. Proposal Protest - All proposal protests must be in writing and filed with the Primary Contact within five (5) business days of the award action. The consultant must clearly state the reasons for the protest. The Primary Contact will provide the consultant with the appropriate instructions for filing the protest. The protest shall be reviewed by the Clerk Administrators or designees, whose decision shall be final.
45. Any inquiries or requests regarding this procurement should be submitted in writing to the Primary Contact provided herein. Attempts by the bidder to initiate contact with anyone other than the Designated Clerk Contact provided herein that the prospective bidder believes can influence the

procurement decision, e.g., Elected Officials, Clerk Administrators, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.

46. Correction or withdrawal of bids. Patent errors in bids or errors in bids supported by clear and convincing evidence may be corrected, or bids may be withdrawn, if such correction or withdrawal does not prejudice other bidders, and such actions may be taken only to the extent permitted under Louisiana statute. (*see RS 38:2214 C-D*)
47. Award - The contract shall be awarded with reasonable promptness by written notice to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the invitation for bids. Award shall be made by unconditional acceptance of a bid without alteration or correction except as authorized by statute.
48. Written or oral discussions shall be conducted with all responsible proposers who submit proposals determined in writing to be reasonably susceptible of being selected for award. Discussions shall not disclose any information derived from proposals submitted by competing proposers. Discussions need not be conducted:
 - (a) If prices are fixed by law or regulation, except that consideration shall be given to competitive terms and conditions.
 - (b) If time of delivery or performance will not permit discussions.
 - (c) If it can be clearly demonstrated and documented from the existence of adequate competition or accurate prior cost experience with the particular service that acceptance of an initial offer without discussion would result in fair and reasonable prices, and the request for proposals notifies all proposers of the possibility that award may be made on the basis of the initial offers.
49. Award shall be made to the responsible proposer whose proposal is determined in writing by the Clerk of Court to be the most advantageous to the Clerk, taking into consideration review of price and the evaluation factors established by the Review Committee.
50. A request for proposals or other solicitation may be cancelled or all proposals may be rejected only if it is determined, based on reasons provided in writing, that such action is taken in the best interest of the Clerk of Court.
51. Vendor agrees that in the event litigation is required between the parties. The 14th Judicial District Court shall be the venue accepted by all parties in which to initiate injunctive relief.
52. Contract Requirements - Each contract entered into pursuant to this invitation shall contain at a minimum the following:
 - (a) Quality Assurance Plan to maintain the required Standard of Care of the documents.
 - (b) Description of the work to be performed and objectives to be met, when applicable.
 - (b) Amount and milestones of payments to be made.
 - (c) Description of reports or other deliverables to be received, when applicable.
 - (d) Date of reports or other deliverables to be received, when applicable.
 - (e) Responsibility for payment of taxes, when applicable.
 - (f) Circumstances under which the contract can be terminated either with or without cause.

(g) Remedies for default.

(h) A statement giving the Clerk of Court auditor and the Louisiana Legislative auditor the authority to audit records of the individual or firm.

(i) Performance measurements.

(j) Monitoring plan.

Section V – Initial Implementation Work Plan

Award of Contract

Turn in Required Disclosures and Affidavits

- ✧ RS 38:2227 Disclosure (*see no. 42 of Instructions to Bidders*)
- ✧ Cyber Security Requirements Acceptance Form
- ✧ Cyber Security Insurance Affidavit and Certificate/Letter

Contract Signing

In-depth review of the documents with the project Primary Contacts

Formulate agreed procedures

Formulate agreed schedule

Document agreed procedures and schedule

Required parties sign agreed procedures and schedule, becomes an addendum to the contract

Implement as documented