

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

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RFP NUMBER:

2022-006

PROJECT NAME

Mortgage Back File Bk 5 - 586

**EXPECTED DAYS TO
COMPLETE PROJECT**

180

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	Monday, October 3, 2022	Day 1
Second Advertisement	Thursday, October 13, 2022	10 th day
Pre-Proposal Meetings	Monday, October 3, 2022	From Day 1 thru Day 12
	Monday, October 17, 2022	
Written Question Deadline	Monday, October 17, 2022	12 th day
Addenda Published (if needed)	Tuesday, October 18, 2022	13 th day
Deadline for Accommodation Request	Tuesday, October 18, 2022	13 th day
Proposal Due Date	Friday, October 21, 2022	16 th day
Bid Opening	Monday, October 24, 2022	19 th day
Bid Review Committee Closed Review	Tuesday, October 25, 2022	20 th day
	Wednesday, October 26, 2022	
Selection Award Announced	Wednesday, October 26, 2022	21 th day
Written Notification of Selection	Wednesday, October 26, 2022	18 th day
Bids and Tabulations open for Public View	Thursday, November 3, 2022	5 th business day
Deadline for Proposal Protest	Monday, November 14, 2022	10 th business day
Step into Section IV Initial Work Plan	Tuesday, November 15, 2022	33 rd day

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	CLEARLY MARKED WITH "RFP RESPONSE" THE NAME OF THE VENDOR THE RFP NUMBER & BID OPENING DATE
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If responding to multiple bids at 1 time, each bid response must be in separate sealed envelopes and clearly marked to be accepted.

ALTERNATIVELY: Responses can be 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# 2022-006
Mortgage Back File Bk 5 - 586

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: 2022-006
 Mortgage Back File Bk 5 - 586

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. In the event an equitable agreement between the Clerk and the Vendor cannot be reached; the 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/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 Parish Clerk of Court and Calcasieu Parish Police Jury

DOCUMENT DETAILS

Mortgage Books 5 - 378 (5/7/1901 thru 12/18/1958)

Mostly typed on double-sided pages.
Total Volumes 373 (loose leaf) 640 pages per book.
Size 18 x 11

Mortgage Books 379 – 586 (9/30/1966 thru 10/6/1966)

Mostly typed on double-sided pages.
Total Volumes 13 (loose leaf) 640 pages per book.
Size 18 x 11

DATE RANGE

5/7/1901 thru 12/18/1958

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. Books are sequentially numbered. The pages are double sided, numbered by Recording Number as well as Book and Page. The Recording numbers are sequential across multiple indexes. The Book Page numbers are sequential to each book.

DOCUMENT STANDARD OF CARE

These documents represent the Clerk’s oldest Mortgage records, they are “One of a Kind Historical Documents” that require the highest Standard of Care. The paper quality is good and paper feeder capable.

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. The Clerk of Court will redact the image files prior to import.

CALCASIEU PARISH CLERK OF COURT LAND RECORDS NAMING CONVENTION

The Single Page TIFF format required to import images into Resolution or Online Index Books is Type\Book\Page as Nested Folders.

Example: \\SOURCE\...MTG\00100\00210000.TIF

In this Example: TYPE is MTG. BOOK is 100. Page is 210

TYPE – Must be a unique 3 character code designating the type of image. In the above example MTG is unique for Mortgage images. An example of the unique code for Conveyance image would be CON.

\\SOURCE\...MTG\00100\00210000.TIF

BOOK – Must be 5 digits, zero filled. In the example the Mortgage Book is 100 (Zero filled is 00100)

\\SOURCE\...MTG\00100\00210000.TIF

PAGE – Must be 8 digits, zero filled. The first five digits are zero filled for the page number (In the example, zero filled is 00210000). The last 3 digits are reserved for attachments to the page such as “A & B Pages”.*

Normal Example, a 3 page document would appear as follows:

\\SOURCE\...MTG\00100\00210000.TIF (MTG Book 100, Page 210)

\\SOURCE\...MTG\00100\00211000.TIF (MTG Book 100, Page 211)

\\SOURCE\...MTG\00100\00211001.TIF (MTG Book 100, Page 211, Attachment A)

All Pages for a Book must be in a single folder with the above format for the import process.

For Example, after scanning several mortgage pages, your folders may appear as follows:

\\SOURCE\...MTG\00100\00210000.TIF (MTG Book 100, Page 210)

\\SOURCE\...MTG\00100\00211000.TIF (MTG Book 100, Page 211)

\\SOURCE\...MTG\00100\00212000.TIF (MTG Book 100, Page 212)

\\SOURCE\...MTG\00100\00213000.TIF (MTG Book 100, Page 213)

\\SOURCE\...MTG\00100\00214000.TIF (MTG Book 100, Page 214)

\\SOURCE\...MTG\00100\00214001.TIF (MTG Book 100, Page 214, Attachment A)

\\SOURCE\...MTG\00100\00215000.TIF (MTG Book 100, Page 215)

\\SOURCE\...MTG\00100\00216000.TIF (MTG Book 100, Page 216)

\\SOURCE\...MTG\00100\00217000.TIF (MTG Book 100, Page 217)

\\SOURCE\...MTG\00100\00217001.TIF (MTG Book 100, Page 217, Attachment A)

\\SOURCE\...MTG\00100\00217002.TIF (MTG Book 100, Page 217, Attachment B)

\\SOURCE\...MTG\00100\00218000.TIF (MTG Book 100, Page 218)

\\SOURCE\...MTG\00100\00219000.TIF (MTG Book 100, Page 219)

\\SOURCE\...MTG\00100\00220000.TIF (MTG Book 100, Page 220)

\\SOURCE\...MTG\00100\00221000.TIF (MTG Book 100, Page 221)

\\SOURCE\...MTG\00100\00222000.TIF (MTG Book 100, Page 222)

*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 BOOKS ALLOWED OUT OF CLERKS IMMEDIATE CARE

Maximum 300 books for this project can leave the courthouse at one time. Alternative plans will be considered if sufficient details are presented and accepted by the Clerk.

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 (2) business days.

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. This requirement can be waived by the Clerk if deemed appropriate.

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. FORM - 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 the dollar amount that was used to calculate the bid price.
6. FORM - 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. FORM - Confidentiality Agreement – The Clerk of Court requires all bidders to sign the Confidentiality Agreement found in Section II.
8. FORM - 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. FORM - 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. FORM - 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 with a minimum 1 million dollars of coverage, 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 that are submitted **in** paper form should be returned in an envelope or package clearly marked with the **Name of the Vendor, Bid Opening Date, and the RFP Number** Addressed to the primary contact as **instructed on Page 2 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 or cause 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 and in compliance with Federal Law as required by United States Federal statutes, the US Department of Homeland Security and FEMA.
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. Access to Records: The Contractor agrees to provide the Calcasieu Clerk of Court, the Calcasieu Clerk of Court Auditors, the Legislative Auditor of the State of Louisiana, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - a. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - b. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - c. In compliance with the Disaster Recovery Act of 2018, the Clerk of Court and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States. 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.
42. Suspension and 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.

43. 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.
44. 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.
45. 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*)
46. 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.
47. 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.
48. 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.
49. 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.
50. Vendor agrees that in the event litigation is required between the parties. The 14th Judicial District Court shall be the venue accepted by all initiate injunctive relief can be sought.

51. 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.
- (c) Amount and milestones of payments to be made.
- (d) Description of reports or other deliverables to be received, when applicable.
Including detailed work log (time keeping) and weekly status reports.
- (e) Date of reports or other deliverables to be received, when applicable.
- (f) Responsibility for payment of taxes, when applicable.
- (g) Performance measurements.
- (h) Monitoring plan.
- (i) Specific contract Clauses and Language required by FEMA See Appendixes A and B

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

Appendix A

CONTRACT CLAUSES and Language either Required or Suggested by FEMA

Remedies Clause – Required when the contract is over \$250,000

Legal/Contractual/Administrative remedies for breach of contract

Vendor acknowledges a breach of this agreement would be detrimental to the Clerk and to the private citizens for which money is inadequate compensation. In the event an equitable agreement between the Clerk and the Vendor cannot be reached; the 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 injunctive relief can be sought.

Termination for Cause or Convenience – Required when the contract is over \$10,000

ACCEPTANCE OF FUNDING AND PAYMENT CLAUSE

FUNDING 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.

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 or for cause 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.

Contract Work Hours and Safety Standards Act – Required when the contract is over \$100,00

Compliance with the Contract Work Hours and Safety Standards Act.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer

or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Clerk of Court shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Clean Air Act – Required when the contract is over \$150,000

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act - Required when the contract is over \$150,000

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Calcasieu Clerk of Court and understands and agrees that the Calcasieu Clerk of Court will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Debarment and Suspension – Required for all Contracts

Suspension and Debarment

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the Calcasieu Clerk of Court. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Calcasieu Clerk of Court, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment Certification – Required when the contract is over \$100,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

SEE Required Form Appendix B

Procurement of Recoverable Materials – Required for all contracts.

Procurement of Recovered Materials

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."

Access to Records – Required for all contracts.

Access to Records. The following access to records requirements apply to this contract:

1. The Contractor agrees to provide the Calcasieu Clerk of Court, the Calcasieu Clerk of Court Auditors, the Legislative Auditor of the State of Louisiana, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the (write in name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Changes – Required for all contracts.

The Clerk of Court and the Vendor agree that any change to the signed agreement that would trigger a change in the price quoted, the time required, the number of pages to be scanned, index data to be generated, or number of images generated; must be documented and signed in agreement by both parties. This includes the need to charge overages as quoted in the RFP.

Department of Homeland Security Seal, Logo, and Flags – Required for all contracts.

“The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.”

Compliance with Federal Law, Regulations, and Executive Orders – Required for all contracts.

“This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

No Obligation by Federal Government – Required for all contracts.

“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

Program Fraud and False or Fraudulent Statements Related Acts – Required for all contracts.

“The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.”

Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official Date