

Section I – RFP Announcement, Schedule, and eBidding

# CALCASIEU PARISH CLERK OF COURT



## REQUEST FOR PROPOSAL

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

**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 ext 139 Or 337-990-8139
Company Quote # if applicable

LOUISIANA VENDOR NUMBER:

PHONE:
FAX:
EMAIL:

**BID SUBMISSION**  
*to be filled in by the Clerk*

**RFP NUMBER:**

2023-001

**PROJECT NAME**

Microsoft m365 & Migration

**EXPECTED DAYS TO  
COMPLETE PROJECT**

60

*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 RFP	Nancibelle Vallee Hardy 337-990-8139 navallee@calclerkofcourt.com
Clerks Technical Contact for this RFP	Garrett Miller 337-990-8198

**In addition to including this coversheet with your bid response.**

**REGISTRATION OF INTENT TO BID.** Interested parties should fill out this page and return it to the Primary Contact with your references. (see page 2) This will register you to be notified directly of any new/updated information pertaining to this RFP. References will be called and verified upon receipt.

Registration via email will be accepted by sending to [navallee@calclerkofcourt.com](mailto:navallee@calclerkofcourt.com).

**SCHEDULE - The following is the schedule for this RFP.**

First Advertisement	2/1/2023
Second Advertisement	2/14/2023
Pre-Proposal Meetings	2/1/2023
	2/15/2023
Written Question Deadline	2/15/2023
Addenda Published (if needed)	2/16/2023
Deadline for Accommodation Request	2/16/2023
Proposal Due Date	2/22/2023
Bid Opening	3/1/2023
Bid Review Committee Closed Review	3/2/2023
	3/6/2023

Selection Negotiations	3/6/2023
	3/10/2023
Selection Award Announced	3/13/2023
Written Notification of Selection	3/14/2023
Bids and Tabulations open for Public View	3/20/2023
Deadline for Proposal Protest	3/24/2023
Step into Section IV Initial Work Plan	3/27/2023

*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 **completely sealed envelopes** and clearly marked to be accepted. **Seal envelopes in a way that any tampering would be evident.***

ALTERNATIVELY: Responses can be filed through our eBid Portal, BidNetDirect.com

The Clerk of Court has established a relationship with BidNetDirect for electronic processing of RFPs. The service is free for Vendors. Go to [bidnetdirect.com](http://bidnetdirect.com) to setup an account and access the service.

Due to the excessive time required to open and print responses submitted by electronic bid; these will be opened, printed, and sealed by a non-decision-making Deputy Clerk between 2/23/23 and 2/28/23. This Deputy Clerk will keep the records under seal until bid opening day and will certify that they neither released or revealed any information contained in the bids prior to the official bid opening process.

**Experience**

Qualified Respondents must have a minimum of 5 years of experience in the exchange data migration industry; have experience and expertise successfully handling sensitive legal documents, have experience and expertise successfully handling large exchange migrations, and provide a minimum of 4 customer references. References should be sent with Registration of Intent to Bid (see coversheet). References will be checked upon receipt.

Section II – Bid Forms

CALCASIEU PARISH CLERK OF COURT UNIFORM BID FORM

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

BID FOR: RFP# 2023-001
Microsoft m365 & Migration

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 \_\_\_\_\_

# CALCASIEU PARISH CLERK OF COURT UNIFORM BID FORM

## UNIT PRICE FORM

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

**BID FOR:** 2023-001  
 Microsoft m365 & Migration

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> )

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REF. No.	Quantity:	Unit of Measure	Unit Price	Unit Price Extension ( <i>Quantity times Unit Price</i> )

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REF. No.	Quantity:	Unit of Measure	Unit Price	Unit Price Extension ( <i>Quantity times Unit Price</i> )

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REF. No.	Quantity:	Unit of Measure	Unit Price	Unit Price Extension ( <i>Quantity times Unit Price</i> )

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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> )

# CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

STATE OF \_\_\_\_\_

PARISH/COUNTY 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

Print or Type Name

of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*Notary Public (Signature)*

\_\_\_\_\_  
*Notary ID# / Bar Roll #*

**CONFIDENTIALITY AND TRANSFER OF DATA AFFIDAVIT**

**STATE OF** \_\_\_\_\_

**PARISH/COUNTY OF** \_\_\_\_\_

**BEFORE ME**, the undersigned Notary Public, on the day and date hereinbelow written:

\_\_\_\_\_, whose address is \_\_\_\_\_  
\_\_\_\_\_, herein represented by 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 14<sup>th</sup> 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.

Vendor

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

**SIGNED ON THIS** \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in \_\_\_\_\_,  
\_\_\_\_\_, before the undersigned Notary.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

Notary No. \_\_\_\_\_

Commission expires: \_\_\_\_\_





# Calcasieu Clerk of Court VENDOR APPLICATION

Only Required for vendors new to Calcasieu Clerk of Court

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 \_\_\_\_\_

PARISH/COUNTY 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  
Print or Type Name

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 \_\_\_\_\_

PARISH/COUNTY 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

Print or Type Name

of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*Notary Public (Signature)*

\_\_\_\_\_  
*Notary ID# / Bar Roll #*

# BACKGROUND INFORMATION

## BASICS

Calcasieu Parish Clerk of Court is seeking professional services to assist in migrating to Office 365. These services will include the following as the Clerk transitions from our current Exchange environment to Microsoft 365 Government GCC with Office 365 Exchange Online:

- Assessment
- Planning for migration
- Preparation and training
- Migration and Cutover
- Post-implementation

The objective is to seamlessly migrate the Clerks 375 mailboxes and 1 resource from our existing environment to the Office 365 environment with minimal disruption to user-facing services. Essential to this plan is the need for customized enterprise training and communications to ensure a smooth transition. Along with this, the following licensing in addition to those needed for the migration:

Server licensing needed:

- SQL CAL ALng LSA User Cal QTY – 7
- SQL Server Standard ALng LSA QTY – 4
- Win Server STD Core ALng LSA QTY – 9
- Visio Standard GCC Sub per User QTY – 5

## CURRENT ENVIROMENT

The Clerk of Court currently has:

- On-premise Active Directory environment with on prem exchange
- 125 users and 1 resource (375 Mailboxes total)
- Workstations are Windows 10 and joined to Active Directory

## GOAL ENVIRONMENT

Exchange Online email services on current domain

- Directory synchronization with Azure Active Directory, or other method of authentication as advised
- Outlook with Exchange Online and Outlook Desktop
- Teams configured, but initially restricted to chat
- Multi Factor Authentication for access from outside the Clerks private network
- Risk based access for high profile users
- Email, calendars, contacts, resources, tasks etc. migrated from exchange to Exchange Online
- Continue to use Fortimail spam filter
- Mobile devices reconfigured to Office 365 mail services
- Consider implementing backup services for Exchange Online with preference to leveraging existing Clerks vendors.
- GCC Cloud services required

## Section III– Scope of Work

# SCOPE OF WORK

### ASSESSMENT

Tasks in the Proposal must include but not be limited to:

- On-site or virtual on-site meetings to understand the current environment of an on prem exchange and Active Directory
- Identify challenges unique to the Calcasieu Clerk of Court such as:
  - Exchange structure
  - Active Directory structure
- Identify challenges common to all Office 365 implementations such as:
  - Proper licensing
  - Infrastructure and bandwidth
  - Azure Active Directory implementation
  - Directory synchronization or Active Directory Federation Services, or other identity management solutions
  - Multi Factor Authentication
  - Administrator and technician training
  - User training

### PLANNING

Tasks must include but not be limited to:

- Advise on Government licensing model of best fit, such as Microsoft 365 G5 + Azure Active Directory Premium Plan 2, & GCC Cloud
- Leverage the included Microsoft FastTrack services to the Clerk's benefit
- Plan for all aspects of migrating the Clerk's complex environment while retaining functionality of mailboxes, resource management, calendars and calendar sharing, tasks, and address books both personal and shared
  - Recommend and include any appropriate migration tools as part of proposal
- Determine the identity model, such as directory synchronization or Active Directory Federation Services, with Multi Factor Authentication for outside-network access
- Determine the necessary preparation steps for gaps between current infrastructure and what is needed for implementation
- Plan the necessary migration steps (whether for phased or all-at-once migration)
- Determine network and staffing resources needed to support the migration plan
- Plan the Teams implementation for chat
  - Future intention is to expand Teams functionality
- Determine a test strategy
- Determine and prepare the enterprise training program, including both technical/administrative and end user training
- Create a detailed Migration Plan

## PREPERATION

Steps must include but not be limited to:

- Assist with Clerk acquisition of appropriate Microsoft licensing
- Stage migration tools
- Begin the training plan with technicians and other key staff
- Complete necessary preparation steps on infrastructure for Exchange Online, Outlook, Teams
- Implement the testing strategy and assess results
- Refine the migration and implementation plan as needed
- Create schedules for final implementation and migration

## TRAINING

Deliver the planned enterprise training:

- Provide Systems Administrator training prior to implementation
  - Online Exchange, Azure Active Directory, Microsoft 365 Administrator
- Guidelines for users upgrading existing versions of Outlook are of particular interest for end users
  - Advanced features like categories, resources, shared folders, shared calendars
- Deliver enterprise user training
  - Outlook training for users – online live and on demand

## MIGRATION AND CUTOVER

- Assign licenses to users
- Migrate and synchronize mailbox data to Exchange Online
- Assist with Clerk with update DNS as required
- Configure Outlook Web Access and Exchange ActiveSync for mobile phones and devices where applicable
- Perform Post-migration Service Testing of Office 365 functionality
- Troubleshoot and provide support for Clerk technical staff during all aspects of migration and cutover

## POST IMPLEMENTATION

- Recommend and include a number of hours of remote post-implementation support as part of the proposal
- Assess success of enterprise user training plan via survey
  - Suggest final improvements
  - Recommend on-going training strategy for end users

## PROJECT MANAGEMENT AND SERVICES

Vendor to supply Project Management and Services for this project.

Price must include assessment, planning, preparation, training, migration / cutover and post implementation support and assessment.

## Section IV – Instructions to Bidders

# THIS IS A REQUEST FOR SEALED BID INSTRUCTIONS TO BIDDERS TERMS AND CONDITIONS

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 per the schedule located in Section I. Contact the Clerk's Primary Contact or Technical Contact to make an appointment.
4. **INTENT TO BID** – Vendors with interest or intent to bid should register with the Clerk of Court Primary Contact by submitting a completed RFP Coversheet (Page 1) WITH their 4 References as described on page 2.
5. **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.
6. **FORM - Confidentiality Agreement** – The Clerk of Court requires all bidders to sign the Confidentiality Agreement found in Section II.
7. **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.
8. 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.
9. 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.
10. 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*)

11. 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. If an electronic signature application is used to produce your originals the Clerk will accept the electronically signed documents as long as all signatures comply with Louisiana statutes pertaining to Electronic Signatures.
12. 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.
13. 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 designee(s) 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.
14. Bids must be for exactly what is defined in the scope as it is defined in the scope. If the vendor wishes to also offer additional services and or an alternate configuration they must do so as an alternate on the official bid forms.
15. 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.
16. 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.
17. **QUESTIONS:** Address all inquiries and correspondence to the Clerk of Court Primary and Technical Contact at the address and telephone number listed on the Calcasieu Parish Clerk of Court Uniform Bid Form.
18. 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;
  - d. Bid not submitted on the designated bid forms;
  - e. Bids with signatures but no other information filled out.
19. Bids must be received at the address specified in the solicitation prior to bid opening time in order to be considered.



20. BIDS SUBMITTED ON PAPER: 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:**
- a. **Name of the Vendor,**
  - b. **Bid Opening Date,**
  - c. **RFP Number,**
  - d. **Addressed to the primary contact as instructed on Page 2**
  - e. **ENVELOPES MUST BE SEALED COMPLETELY** in a way that any tampering would be evident.
  - f. **REFERENCES** – if the Vendor did not register their INTENT to BID and send their References as described in item 4; attach an outer envelope with a copy of the cover sheet and the References.

Alternatively, response can be made through the Electronic Bid Portal as described in Section I.

21. 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.
22. 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. If the Clerk finds that any aspects of the standard IT practices are not being met or maintained the Clerk reserves the right to require additional measures to preserve the records and or the data files under his care.
23. 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.
24. 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.
25. 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 after the bid award announcement as indicated on the Schedule on page 2. Information pertaining to the responses may be secured by visiting the Clerk of Court during normal working hours. Written bid tabulations will not be furnished prior to the date indicated on the schedule.
26. 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. 28 Contract Renewals*)
27. 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 accessed 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.

28. 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.
29. 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.
30. Applicable law: All contracts shall be construed in accordance with any governed by the laws of the State of Louisiana.
31. 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.
32. 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.
33. 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.
34. 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.

35. 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.
36. 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, 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 Clerk of Court or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
37. 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.

**38§2227. Exclusion of certain contractors from bidding**

A. Each public entity advertising and letting for bid a public works contract shall require the lowest bidder, in addition to the provisions of R.S. 38:2212(A)(3)(c)(ii), after the opening of bids, if a sole proprietor, to attest that he has not been convicted of, or has not entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in Subsection B of this Section. The lowest bidding entity shall submit an attestation that no individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the bidding entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in Subsection B of this Section.

B.(1) A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

- (a) Public bribery (R.S. 14:118).
- (b) Corrupt influencing (R.S. 14:120).
- (c) Extortion (R.S. 14:66).
- (d) Money laundering (R.S. 14:230).

B.(2) A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects

for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or nolo contendere:

- (a) Theft (R.S. 14:67).
- (b) Identity Theft (R.S. 14:67.16).
- (c) Theft of a business record (R.S. 14:67.20).
- (d) False accounting (R.S. 14:70).
- (e) Issuing worthless checks (R.S. 14:71).
- (f) Bank fraud (R.S. 14:71.1).
- (g) Forgery (R.S. 14:72).
- (h) Contractors; misapplication of payments (R.S. 14:202).
- (i) Malfeasance in office (R.S. 14:134).

C. The five-year prohibition provided for in Paragraph (B)(2) of this Section shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of this Title.

D.(1) The provisions of this Section shall not impose a duty, responsibility, or requirement on a public entity to perform criminal background checks on contractors, vendors, or subcontractors. It shall be the responsibility of any person, company, or entity making an allegation of false attestation to present prima facie proof to the public entity supporting their claim.

D.(2) If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the costs of rebidding, additional costs due to increased costs of bids and any and all delay costs due to the rebid or cancellation of the contract.

D.(3) The requirements of this Section and any attestations made shall apply to convictions and pleas entered prior to the awarding of contracts.

38. 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.
39. 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.
40. 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.

41. 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*)
42. 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.
43. Written or oral discussions could 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.
44. 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 other evaluation factors established by the Review Committee and Louisiana statute.
45. Due to the excessive time required to open and print responses submitted by electronic bid; these will be opened, printed, and sealed by a non-decision making Deputy Clerk as indicated on page 2. This Deputy Clerk will keep the records under seal until bid opening day and will certify that they neither released or revealed any information contained in the bids prior to the official bid opening process.
46. 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.
47. Vendor agrees that in the event litigation is required between the parties. The 14<sup>th</sup> Judicial District Court shall be the venue accepted by all in which injunctive relief can be sought.
48. Contract Requirements - Each contract entered into pursuant to this invitation shall contain at a minimum the following:
  - (a) 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.

## Section V– Proposal Format and Content

### RFP SUBMISSION CHECK LIST

1. **REGISTER INTEREST OR INTENT TO BID**
  - a. Fill out page 1
  - b. Prepare a list of 4 Customer References
  - c. Submit page 1 and Customer Reference List to the Primary Contact  
Email is acceptable: Nancibelle Vallee Hardy, [navallee@calclerkofcourt.com](mailto:navallee@calclerkofcourt.com)
2. **REVIEW – Carefully** review the SCOPE and Instructions to Bidders
3. **CONTACT –** If you have additional questions or need more information contact either Nancibelle or Garrett. We will answer your questions or set up a time for you to meet with us via phone, web, or in person.
4. **Formal Questions** should be submitted in writing (email is preferred) by the deadline on the schedule. A Formal QA will be released according to the schedule.
5. **PREPARE YOUR DOCUMENTS –**

#### Required with RFP Proposal

- Item 1 –** Table of Contents
- Item 2 –** RFP Cover Sheet (page 1)
- Item 3 –** Uniform Bid Forms (pages 3-5)
- Item 4 –** Conflict of Interest Affidavit (page 6)
- Item 5 –** Confidentiality & Transfer of Data Affidavit (pages 7-8)
- Item 6 –** Vendor Application (page 9)
- Item 7 –** Cyber Security Requirements Acceptance Form (page 10)
- Item 8 –** Cyber Security Insurance Affidavit with Certificate or Letter (page 11)
- Item 9 –** Executive summary and written narrative, including a detailed description of your organization’s experience, qualifications and commitment to the project, addressing the below listed elements at a minimum: Experience, stability & growth, commitment, product and services.
- Item 10 –** Description of the process/approach to be used in providing the services described in Sections III – Scope of Work. Be specific and address all elements, including but not limited to, descriptions for all system modules.
- Item 11 –** Description of Contractor’s experience in providing the requested services.
- Item 12 –** List of key personnel, including full name, position, licenses or degrees held and a brief summary of relevant experience as related to proposed services; organization chart; list of Board of Directors (if applicable); licenses (where appropriate).

**Item 13** – Upon specific request of the Clerk, Vendor shall provide consent and waiver forms permitting Clerk to obtain personal employment/professional qualification information about **Contractor who may perform services under this contract from third parties, and releasing third parties from any and all liability for disclosing such information to the Clerk.**

**Item 14** – Timeline indicating implementation schedule and training schedule (if applicable).

**Item 15** – Additional documents or other material, as appendices, in support of the proposal may be attached. The proposal, however; must reference any additional material or documentation in the Table of Contents.

## **Section VI – Initial Implementation Work Plan**

Award of Contract

Turn in Required Disclosures and Affidavits

- RS 38:2227 Disclosure (*see no. 37 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