SUPREME COURT OF LOUISIANA

REQUEST FOR PROPOSALS
LASC-LPOR001
LOUISIANA PROTECTIVE ORDER REGISTRY 2010

Proposal Release Date

March 16, 2009

Optional Pre-Bid Meeting
March 24, 2009, 10:00 AM Central Standard Time
4th Floor Conference Room
400 Royal Street
New Orleans, LA 70130

Proposal Submittal Due Date
April 15, 2009
at 11:00 AM Central Standard Time

To:
Frank DiFulco
Assistant Chief Information Officer
Louisiana Supreme Court
Office of the Judicial Administrator /CMIS
400 Royal Street, Suite 1190
New Orleans, LA 70130

SUPREME COURT OF LOUISIANA
OFFICE OF THE JUDICIAL ADMINISTRATOR
LOUISIANA PROTECTIVE ORDER REGISTRY

Proposal No. LASC-LPOR001

Request for Proposals (RFP)
for
Louisiana Protective Order Registry 2010

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SUPREME COURT OF LOUISIANA
OFFICE OF THE JUDICIAL ADMINISTRATOR
LOUISIANA PROTECTIVE ORDER REGISTRY

Proposal No. LASC-LPOR001

Request for Proposals (RFP)
for
Louisiana Protective Order Registry System 2010

I. Purpose

The Supreme Court of Louisiana's Judicial Administrator's Office (hereinafter the "Administrator") invites qualified vendors to submit proposals for providing a Project Plan (Conceptual System Design Document, Business Requirements Design Document, System and User Support Design Document, Phased Project Schedule, and Cost Estimate) for upgrades and improvements to the Supreme Court's web-based Louisiana Protective Order Registry.

II. Background

The Louisiana Protective Order Registry (LPOR) serves as the primary index, document management, and data collection tool for all protective orders in the State of Louisiana. The LPOR currently utilizes fax processing technology to store and print the orders received from courts across the state. Protective order standardized forms are created and distributed to the courts through a manual process via the US mail and website downloads. Through another manual process of data entry, a team of clerks inputs the orders which are stored and indexed into a database. The facsimile of the order is also stored and electronically cataloged in a file share utilizing customized fax server software. **There is a need to enhance the speed, accuracy, and efficiency of the processing of protective orders. The Louisiana Supreme Court wishes to engage a vendor to create a Project Plan to achieve these goals. The Court also wishes to add a highly secured, web-based front end module to the existing system to allow select entities to input new orders on the most current form.**

The scope of Phase 1 is limited to developing a Project Plan as described in Section I, above. The architecture should be a polished conceptual whole with few ad hoc additions. The project will entail interviews with end users, management, and predetermined LPOR representatives to define functional and technical system requirements and the overall project scope. The various modules, or categories of requirements, will be prioritized by a Louisiana Supreme Court Project Manager to determine the timing and resource requirements of future detailed design, development and implementation phases.

The expected duration of Phase 1 of this Project Plan is eight (8) weeks. Work must be completed by June 30th, 2009. The maximum bid that will be accepted for this phase of the project is $77,534.

The current LPOR was rewritten and deployed in March 2007, as an internal use only web browser based application. The system utilizes ASP.NET 2.0 as its front end framework. The code base is written in Visual Basic .Net. The back end database is a Microsoft SQL 2005 database server. The reporting functionality utilizes Microsoft SQL 2005 Reporting Services.

III. Submission of Proposals

Proposals must be received by 11:00 AM CST on April 15, 2009 at the address below.

Frank DiFulco
Assistant CIO
Louisiana Supreme Court
Office of the Judicial Administrator / CMIS
400 Royal Street #1190
New Orleans, LA 70130

Proposals received after this deadline will not be considered. All envelopes containing a proposal must bear the name of the entity making the proposal, and must have the following clearly written or typed on the face of the envelope: "Proposal for LPOR 2010 Project Plan." No faxed or e-mailed submissions will be accepted.

All questions relative to this RFP should be directed to Frank DiFulco, Assistant Chief Information Officer, and not to any other person at the Supreme Court. Mr. DiFulco may be reached at (504) 310-2561 or fdf@lajao.org.

IV. Pre-Proposal Conference

A Pre-Proposal Conference will be held Tuesday, March 24th, 2009 at 10:00am CST, Louisiana Supreme Court, 400 Royal Street, New Orleans, LA 70130. Prospective proposers may participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to questions they may have about the project. Any firm intending to submit a proposal should have at least one duly authorized representative attend the conference. Individuals planning to attend the conference should notify Frank DiFulco in advance of their intention to participate using the Registration Form on the last page of this RFP.

Although impromptu questions will be permitted and spontaneous answers will be provided during the Conference, the Court's official answers to any questions will only be provided in written form in response to written questions. All questions to which an official response is sought must be in writing and received by 5:00 P.M. on the date indicated in the Timeline for Proposals section of this RFP. Questions can be submitted by fax or e-mail. Written questions and answers will be posted on the Louisiana Supreme Court's website (www.lasc.org).

Since the information made available during the written question and answer process may raise additional questions, the Administrator may provide for an additional inquiry period. Details regarding an additional inquiry period will be posted on the Court's website.

V. Timetable for Proposals

A.	Issue date of RFP	Mar 16, 2009
B.	Pre-proposal Conference	Mar 24, 2009
C.	Deadline for submitting written questions	Mar 30, 2009
D.	Proposal submission deadline	Apr 15, 2009

The Administrator reserves the right to amend this timetable as it deems necessary.

VI. Scope of Services

An overview of the existing process being used for the LPOR and some guidance as to how a technologically advanced solution might help to speed up the current process, improve accuracy, and increase efficiencies within the system can be found in the attached LPOR Vision and Scope. (Attachment A). The desired improvements to the LPOR are outlined in the attached LPOR System Design Specifications. (Attachment B).

The enhanced system will be compatible with SQL Server 2008. The awarded funds will be used to contract with a company that is capable of developing the functional requirements and designing the work-flow processes that will facilitate information sharing across disciplines and jurisdictions. The goal is for the registry to be able to utilize the Global Justice XML Data Model (GJXDM) and follow the National Information Exchange Model (NIEM), which is a data standard with agreed-upon terms, definitions, and formats. The NIEM provides a means of achieving consensus on the content of specified exchanges and allows a structured approach to data interoperability.

All programming must conform to best practices for secure coding and is subject to code review. All code, including source code, will become the property of the Court and code versioning will be tracked on Microsoft Team Foundation Server hosted by the Administrator.

A copy of the application and database structure will be provided to interested vendors upon execution of a non-disclosure agreement. A non-disclosure agreement is incorporated into this RFP as Attachment C. A signed original non-disclosure agreement must be received by the Administrator before the database and application will be released.

VII. Contents of the Proposal

Proposals must contain all of the following information:

A. An overview of the firm's business operations, including:
    1. a brief history of the firm.
    2. a description of the firm's organizational structure.
    3. a summary of the types of clients with whom the firm has worked during the last three years, to include the nature of the work performed for these clients.

4. the location and address of the office where project staff will be housed and from where the project will be directed.

B. A summary of the firm's training and experience with regard to projects such as the one described in this RFP.

C. References from at least two of the firm's clients for whom work was performed which is similar to that described in this RFP. The references should include the name of a contact person, his/her title, physical and e-mail addresses, and telephone numbers. The Administrator may but is not obligated to contact these clients.

D. The name(s) of the person(s) who will be authorized to make representations for the firm, their titles, physical and e-mail addresses, and telephone and fax numbers.

E. Contact and other information on those individuals who would be assigned to work with the LPOR unit on the proposed project, including a description of their experience in providing services to clients whose needs were similar to those described in this RFP.

F. A summary of the firm's strategy for achieving the desired upgrades and improvements as outlined in Attachments A and B.

G. A detailed description of how the following components will feature in the proposed strategy, if applicable:
   1. project staffing
   2. project staff accessibility
   3. project tasks and deliverables
   4. project timeline
   5. product development
   6. project progress reporting
   7. product testing
   8. product deployment and installation
   9. user training
   10. product support
   11. warranties

H. A summary cost proposal identifying total projected costs.

I. A detailed cost proposal indicating the costs associated with the following project components:
   1. product development
   2. product testing
   3. product deployment and installation
   4. user training
   5. product support

   (Please note that all anticipated expenses must be incorporated into the cost proposal. There will be no reimbursement for travel, meals, telephone, photocopying or other expenses.)

J. The firm's financial statements for the past 3 years.

K. Applicable insurance declarations pertinent to the work to be performed for the Court, as referenced in the attached sample contract (Attachment D).

L. A description of any facilities, equipment, staff, or other resources the firm expects the Administrator to provide.

M. Certification that the firm has permission to use and deploy all code used in the project and that the firm will not deploy any copyrighted code into the application unless the firm provides proof of permission to use it.
N. Brand and version of all developments tools used to write, compile and deploy the application.

VIII. Evaluation Criteria

The following factors will be considered in selecting a vendor for the job:

A. The vendor's experience, qualifications and success in developing, enhancing, and supporting web-based document management and indexing applications.
    1. Considerations:
        a. Does the vendor appear on the basis of prior work and/or training to be qualified to perform the work being requested? (The focus here is on the development/enhancement/support nature of the services to be provided.)
        b. Has the vendor ever developed a web-based document management and indexing system?
        c. If so, was the system similar to the LPOR in terms of complexity, functionality and deployment?
        d. Has the vendor ever enhanced an existing application?
        e. If so, were the enhancements similar in scope to those being requested?
        f. Has the vendor ever had experience supporting a document management and indexing system?
        g. If so, does the nature and structure of the support relationship appear to have been satisfactory/successful/economical?
        h. Does the vendor have any experience in the development, enhancement or support of a web-based document management and indexing system?
        i. Do references (if any) support the vendor's suitability for the proposed project?
    2. Point value: 25 points

B. The vendor's experience, qualifications and success in developing, enhancing, and supporting secure web applications services based on the National Information Exchange Model (NIEM).
    1. Considerations:
        a. Does the vendor appear on the basis of prior work and/or training to be qualified to perform the work being requested? (The focus here is on the development/enhancement/support nature of the services to be provided.)
        b. Has the vendor ever developed a NIEM IEPD?
        c. If so, was the system similar to the LPOR in terms of complexity, functionality and deployment?

d. Has the vendor ever enhanced an existing application to reflect a NIEM model?
e. If so, were the enhancements similar in scope to those being requested?
f. Has the vendor ever had experience supporting a secure web services?
g. If so, does the nature and structure of the support relationship appear to have been satisfactory/successful/economical?
h. Does the vendor have experience in developing, enhancing, and supporting web-based document management and indexing system applications in a setting in which the application must be able to complement other applications? (The focus here is on the nature of the environment in which the work needs to be undertaken and the interface between the LPOR and other applications.)
i. Do references (if any) support the vendor's suitability for the proposed project?

2. Point value: 25 points

C. The clarity, detail and responsiveness of the vendor's strategy for providing LPOR upgrade and improvement services.

1. Considerations:
    a. Has the vendor proposed a clear, specific, reasonable and responsive approach to the project, that is likely to meet expectations as outlined in the System Design Specifications document (Attachment B)?
    b. Is the proposed approach clear, specific, reasonable and responsive with regard to the following?
        1. project staffing
        2. project staff accessibility
        3. project tasks and deliverables
        4. project timeline
        5. product development
        6. project progress reporting
        7. product testing
        8. product deployment and installation
        9. user training
        10. product support
        11. warranties
    c. Does the vendor's proposed timeline for project activities reflect all key steps?
2. Point value: 30 points

D. The vendor's cost proposal.

1. Considerations:

a. Has the vendor provided sufficient detail regarding costs associated with the following?
    1. project administration
    2. product development
    3. product testing
    4. product deployment and installation
    5. user training
    6. product support
b. Does it appear that costs for all aspects of the project have been included in the cost proposal?
c. Does the total cost for the proposed project relate positively to the services and product to be provided?

2. Point value: 20 points

An Advisory Committee with knowledge of the LPOR process will be impaneled to assist the Administrator in the selection of a vendor. The Judicial Administrator will make the final decision to select the vendor recommended by the Advisory Committee, start the process over, or terminate the RFP.

IX. Errors and Omissions in Proposal

The Administrator will not be liable for any error in any proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The Administrator reserves the right to make corrections or clarifications due to patent errors identified in the proposals by the Administrator or the proposer. The Administrator has the right to request clarification or additional information from the proposer.

X. Disqualification

The deployment of software on this project, to which the vendor does not have rights to deploy, will result in disqualification.

The Administrator reserves the right to verify all information provided by a proposer via direct contact with the proposer's prior clients. The proposer and any prior project personnel must agree to provide the necessary authorizations for the Administrator to verify any of the proposer's previous work. Misstatements of experience and scope of prior projects shall be grounds for disqualification of the proposer from further consideration.

XI. Oral or Written Discussions

Oral or written discussions may be conducted with one or more of the most qualified proposers. If oral and/or written discussions are held, the Administrator will schedule a time and place for the oral or written discussions. Each proposer should be prepared to discuss and substantiate any of the areas of the proposal it submitted, its own qualifications for the services requested, and any other area of inquiry relative to its proposal.

The Administrator reserves the right to select a vendor based upon the proposals alone without additional oral or written discussions.

XII. Contract Award and Execution

The Administrator reserves the right to enter into a contract without further discussion of the proposal based on the content of the proposals submitted.

In no event is a proposer to submit its own standard contract terms and conditions in response to this RFP. Proposers are advised that the Administrator intends to negotiate terms and enter into a contract involving provisions similar to those included in the attached sample contract (Attachment D).

XIII. Public Nature of Prospective Contract

All proposals submitted in response to this RFP, and any contract which might ultimately be agreed upon, will be open to public inspection, including photocopying, by any interested person, firm or corporation. Trade secrets or other proprietary information submitted by a proposer as part of its RFP may not be subject to public disclosure, provided the proposer specifies the relevant law supporting its request for confidentiality. However, the proposer must invoke the protections of this section prior to or upon submission of its proposal, must identify the specific data or other materials to be protected, and must state the reasons why protection is necessary. Any aspect of the proposal which addresses the cost of providing the requested services will not be considered confidential under any circumstances. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "CONFIDENTIAL" in order to claim protection, if any is available, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of this legend:

> "The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information, and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the Administrator shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the Administrator's right to use or disclose data obtained from any source, including the proposer, without restriction."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL."

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or any other person seeks review or copies of another proposer's confidential data, the Administrator will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the Administrator and hold it harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the Administrator to disclose the information. If the owner of the asserted data refuses to indemnify and hold the Administrator harmless, the Administrator may disclose the information.

All proposals, contracts and other documents presented in connection with this RFP become the property of the Administrator.

XIV. Court Discretion

The Administrator reserves the right to change the calendar of events or issue addenda to the RFP at any time. The Administrator also reserves the right to reject, in full or in part, all proposals submitted, and/or to cancel or reissue this RFP when such action is in the Court's best interest. Issuance of this RFP in no way constitutes a commitment by the Administrator to award a contract.

Any contract which may be awarded shall be based upon the proposal which is most advantageous to the Court. All contracts are subject to the availability of funds.

XV. Changes, Addenda, or Withdrawal of Proposals

The Administrator reserves the right to change the calendar of events or issue addenda to the RFP at any time. The Administrator also reserves the right to cancel or reissue the RFP.

If a proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, and cross-referenced clearly to the relevant proposal section. All such changes must be received prior to the deadline for proposal submission.

A proposer may withdraw a proposal that has been submitted at any time up to the proposal closing time and date. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the Administrator.

XVI. Cost of Preparing Proposals

The Administrator is not liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing the proposal, and any other expenses incurred by the proposer in responding to the RFP are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by the Administrator.

XVII. Audit of Records

For a period of at least three (3) years after the Administrator's acceptance of the final deliverable or as required by applicable State or Federal Law, the successful proposer's books and records pertaining to the resulting contract shall be made available if requested to the Louisiana Supreme Court Internal Auditor, the Louisiana State Legislative Auditor, and/or any other federal or state governmental entities or agencies with jurisdiction, whether due to funding, grants, statute, court order or otherwise.

XVIII. Record Retention

The successful proposer shall maintain all records relating to any contract which is agreed upon for a period of at least three (3) years after the Administrator's acceptance of the final deliverable.

XIX. Billing and Payments

Payment will be based on the successful completion of milestones and deliverables to be specified in the resulting contract. This will be a fixed fee contract; therefore, expenditures on travel, meals, and other expenses will not be reimbursed.

SUPREME COURT OF LOUISIANA
OFFICE OF THE JUDICIAL ADMINISTRATOR
LOUISIANA PROTECTIVE ORDER REGISTRY

Proposal No. LASC-LPOR001
Request for Proposals (RFP)
Louisiana Protective Order Registry 2010

The Pre-Proposal Conference will be held on March 24th, 2009 at 10:00am at the Louisiana Supreme Court, 4th Floor Conference Room, 400 Royal Street, New Orleans, Louisiana. The purpose of the Pre-Proposal Conference is to provide potential proposers with an opportunity to present questions and obtain clarification relative to this RFP.

Please complete this form and FAX to Frank DiFulco at (504) 310-2570.

Registration Information

_____
Name

_____
Company/Firm

_____
Title

_____
Street Address or PO Box (if applicable)

_____
City State Zip Code

Phone Number: (_ _ _) _ _ _ - _ _ _ _ **Fax Number**: (_ _ _) _ _ _ - _ _ _ _

Email: _____

Number of individuals who plan to attend the Pre-Proposal Conference from your organization?

_____ (total number including yourself)

What is the best way for the Court to send your registration confirmation?
☐ Mail ☐ Email ☐ Fax ☐ Phone

ATTACHMENT A – LPOR VISION AND SCOPE

The following section is provided to give the bidder an overview of the existing process being used and to provide some guidance as to how a technologically advanced solution might help to speed up the current process, improve accuracy, and increase efficiencies within the system. The LPOR unit is willing to consider any and all ideas that would be used to improve the overall system. The references below are based on ideas from internal staff and do not necessarily reflect the best process or the only process that will be considered.

The Louisiana Protective Order Registry has utilized fax processing technology to store and print the orders received from the courts across the state. Technology has progressed and there is a need to enhance the processing of orders. The goal is to utilize technology to improve the entry of orders into the LPOR system.

General Overview of the Current Process in LPOR

The current model relies upon the order to come by mail, fax or courier service. When an order is received by the fax server, the tif images are printed and stored on the server. When an order is received by mail or courier service the LPOR staff will fax the order into the fax server. The printed copy is then used by staff for entry of the information contained on the order and then filed by order number.

General Overview of the Process in a Civil Matter

The petitioner begins the process by going to an attorney, a battered women's shelter, the courthouse or a safe location to fill out the petition. The petition can be downloaded as a PDF from a website and completed by hand or a typewriter. If the attorney, court or shelter has the "*LPOR Forms Express*" software, they can enter the petition information and generate the petition, orders and motions to be filed with the court. The clerk of court can also provide the blank petition forms to the petitioner.

The petition for a temporary restraining order is presented to a judge or a hearing officer to ascertain if a temporary restraining order should be issued. If the petition is granted, then the judge or hearing officer will set a hearing date to determine if a protective order should be issued, and will issue a temporary restraining order (TRO) to cover the time period until the hearing. At the time the order is signed the original is given to the clerk of court for filing with the record. Copies are made for the petitioner and for service upon the defendant by law enforcement. The clerk of court is then required to transmit the order to LPOR by fax, mail or courier.

The serving agency will attempt to make service upon the defendant before the hearing date. If the serving agency is successful, the serving agency will return the completed service documents to the clerk of court. Some law enforcement agencies and clerks of court will fax the service information to LPOR. If the serving agency is not successful, then the petitioner will have to request a new TRO from the court so that service can be attempted again. Some courts are issuing TRO's without an expiration date or stating on the order that it is to remain in force until

a hearing is held.

When service has been made upon the defendant, the court proceeds with the hearing on the petition for a protective order. The defendant and the petitioner may be represented by counsel or they may represent themselves. The judge or hearing officer will rule on the petition and the items requested in the petition. There are many possible rulings that can occur at the hearing. That ruling should take the form of a signed judgment rendered by the court on one of the LPOR forms. Some courts are using their own form or attorney prepared judgment, which is being signed by the court. That signed judgment is then provided to both parties and to the clerk of court for filing in the record. The clerk of court is then required to transmit the order to LPOR by fax, mail or courier.

The petitioner or counsel can file motions to modify, dismiss or dissolve. The judge or hearing officer will make ruling on the motion. There are many possible rulings that can occur at the hearing. That ruling should take the form of a signed judgment rendered by the court on one of the LPOR forms. Some courts are using their own forms or attorney prepared judgment which is being signed by the court. That signed judgment is then provided to both parties and to the clerk of court for filing in the record. The clerk of court is then required to transmit the order to LPOR by fax, mail or courier.

General Overview of the Process in a Criminal Matter
Bail Restriction & Peace Bond

A Criminal Order of Protection, in the form of a bail restriction, a Peace Bond, or a combination of the two, can be issued by the judge or at the request of the prosecutor. The defendant is served with a certified copy of the order at the close of the hearing, after the order is signed and the original is given to the clerk of court for filing with the record. In some instances, a certified copy is mailed to the victim, if his or her address is known to the court. The clerk of court is then required to transmit the order to LPOR by fax, mail or courier.

The defendant, his or her counsel, or the prosecutor can file a motion to modify or dissolve a criminal order of protection. The judge will rule on the motion. The clerk of court is then required to transmit the order to LPOR by fax, mail or courier.

General Overview of the Process in a Criminal Matter
Sentencing Order & Probation Condition

A Criminal Order of Protection, in the form of a probation condition, a sentencing order, or a combination of the two, can be issued by the judge or at the request of the prosecutor. The defendant is served with a certified copy of the order at the close of the hearing, after the order is signed and the original is given to the clerk of court for filing with the record. In some instances, a certified copy is mailed to the victim, if his or her address is known to the court. The clerk of court is then required to transmit the order to LPOR by fax, mail or courier.

The defendant, his or her counsel, or the prosecutor can file a motion to modify or dissolve a criminal order of protection. The judge will rule on the motion. The clerk of court is then

required to transmit the order to LPOR by fax, mail or courier.
Processing of the Order by the Registry

The current data entry procedure begins with the order being received by LPOR via courier, fax or mail. If the order is not received by the VSIFAX server then staff faxes the order to the VSIFAX server so the images are stored on the server. The pages are printed and then reviewed by staff.

If the order can be entered then the data entry clerk enters the order and packs the data for the defendant and the petitioner per the guidelines. The data entry clerk assigns the tif images to the order. Another data entry clerk is then given the order for verification. The order is filed away after the order is verified by another data entry clerk.
The following lists of problems prevent an order from being entered, even as a "Non-Standard Order," and require contact with the issuing court to obtain missing or corrected information:

Missing petitioner and/or defendant name.
Missing judge's signature.
Missing relationship information.
Missing hearing information.
Missing critical pages (such as the page listing petitioner and defendant information or the page containing order issue date, expiration date, and judge's signature.)
Incorrect expiration date.
Incorrect or missing order date.

Data Entry Supervisor or Data Coordinator either contacts the issuing court by phone or faxes the order back to the clerk of court or the issuing judge, with a request that the correction be made or the missing information be provided. The hard copy of the order is placed in the follow-up process batch.

If the order can be entered then the data entry clerk enters the order and packs the data for the defendant and the petitioner per the guidelines. The data entry clerk assigns the tif images to the order. Another data entry clerk is then given the order for verification. After the order is verified by another data entry clerk it is filed.

When an order to dismiss a petition, modify or dissolve a prior issued order, or information regarding service of process is received by LPOR, it is turned over to the data coordinator who handles these documents. This data coordinator queries the document to find the related order, enters the information contained in the document, and faxes the document to the VSIFFAX server, if it was not initially received by fax. If the order qualifies for transmission to NCIC, it will be sent on to a data entry clerk to verify. The document is then attached to the order already on file.

The New Process - Part I

The time from receipt of the signed order until entry into the LPOR database can be improved by utilizing new technologies with the data entry process. Our goal is to have an order received and entered into the registry within 4 hours of receipt of the order by LPOR during regular working hours. This can be done with complete standardized orders utilizing the latest technologies. Incomplete and non-standard orders will still need human intervention to resolve the problems. With the majority of the orders being complete and on standard forms, we can drastically improve the process.

The first step in the new process is to take the current LPOR forms and engineer the forms so Optical Character Recognition (OCR) and Intelligent Character Recognition (ICR) software can be utilized to capture the information on the order. The forms lend themselves to this next step because we know what information can be captured and where it should be on the form. Along with these form enhancements, bar codes can be utilized to associate each page with a specific order.

The desired solution may not include OCR input, if it is unlikely that an OCR solution would be beneficial in improving accuracy. A desired solution will devise a plan that accounts for multiple pages of multiple orders, not sorted, and faxed with one cover sheet that splits the orders and assigns each page to the appropriate order.

The second step will be to insert OCR/ICR software into the imaging process to harvest the information from each order. The OCR/ICR will allow an initial error check of the information on the orders. Those orders passing muster will then be processed by the system performing the data entry steps and spawning queries for data packing. The data entry operator would then review the information, review the images of the actual order on the screen, and then commit the images and data to the LPOR database. The orders which fail processing by the system will be reviewed and processed by a data coordinator. The established process for non-standard orders and incomplete orders will then be followed.

The New Process - Part II

The second part of the new process can be done as a second stage or combined with the first stage. This takes a new approach, one in which the information is gathered at the time the petitioner drafts the petition.

The petitioner may be in a situation where computer usage or daily activities may be monitored or controlled by another individual. Our goal is to provide a way that the petitioner can access a website to get information on how to get help and to also enter the basic information to generate a petition for court. The website would have to use technology to erase the petitioner's footprints on the website and provide a means by which the petitioner can subsequently retrieve and print a petition.

At the LPOR website, the petitioner would get a unique "userid" and PIN, so that later from a law office, clinic, shelter, court or other safe location, s/he could generate and print the petition

and/or other related forms. The form will have a unique barcode at the bottom of each page when printed from the website. This will allow the imaging software to keep the images together during processing and assign them to the order information. The imaging software should still pull the information from the order and compare with the data for any conflicts.

If the petitioner is not able to provide any preliminary information, the LPOR website would be accessible to the clerk of court, prosecutors or judges' staff to enter the information and generate the order with the bar-coding. The imaging software would allow those offices to scan and upload the signed order to LPOR.

In both methods in phase II, the order will still be reviewed for correctness and an LPOR data entry clerk will still review the order and images before final commitment to LPOR. An order not bar-coded or incomplete will be processed as described in phase I.

There is one more option available that would allow a data exchange between the LPOR website to the clerk of court system where it would populate their system with the information provided by the petitioner. Once the order has been signed by the judge, the clerk's office would scan the order and upload to LPOR. This would place the information live into the LPOR database, if it passes the information check. After verification by an LPOR data entry clerk, the information would be transmitted to NCIC.

Conclusion

The goal of this entire revision is to speed the entry and improve the accuracy of orders entered into the LPOR, so the information can be available to members of the justice system.

ATTACHMENT B – LPOR SYSTEM DESIGN SPECIFICATIONS

Deliverables:

Conceptual System Design Document, including:

A. A clear explanation, *from a business user's perspective*, of how the system modifications (as refined in contract negotiations and Gap Analysis) will be incorporated into the system, with special attention to alignment of new development with UI, logical processing routines, outcomes, documentation and on-going support.

B. A representative prototype of at least one custom modification that demonstrates the functionality, user interface standards and navigation of the final solution.

C. A list of interfaces - both information exchange points with other courts and agencies and integration with third party solutions – detailing:

   a. Exchange requirements (data, conditions, inputs/outputs, etc).
   b. Technical methods (messaging architecture, tools, etc.)
   c. Approach, constraints, critical path issues, assumed timelines

D. High level metrics and methodologies for reviewing, testing and approving modifications, full system viability and interfaces.

Business Requirements Design Document - This may include use cases if applicable to your methodologies, but must, in any case, present the need, outcomes, process and user interface proposed to meet architectural design requirements.

Architectural Components

- Program Organization
- Major Classes
- Data Design
- Business Rules
- User Interface Design
- Resource Management
- Security
- Performance
- Scalability
- Interoperability (NIEM IEPD)
- Internationalization / Localization
- Input / Output
- Error Processing
- Fault Tolerance

- Architectural Feasibility
- Over engineering
- Build-vs. Buy Decisions
- Change Strategy
- Accessibility
- General Architectural Quality
- Maintainability
- Diagrams
- Business Process Analysis
- Software GAP Analysis
- Product Support / Post Implementation
- Test Scripts

System and User Support Design Documents - Responders should provide detailed explanations of system and user support, including but not limited to:

- User Help Desk Support
- Ongoing training
- Technical Help Desk Support (including application and database)
- Software Warranties
- Defect Correction
- Hardware Support and Warranties

Based upon the outcomes of the Analysis and Design Phases, Construction includes the tasks required to actually code, configure and test the solutions as designed – including all system modifications, system configuration, report writing, scripts, rules, data exchanges and data mapping. Construction also includes tasks required to produce and/or update user and technical documentation.

Because the Construction Phase includes many components, responders must address major construction components separately in both the proposed Project Plan as well as, where possible, in the Cost proposal grids. Your response must include all tasks, time (vendor, Judiciary and partner agencies) required to build, conduct preliminary tests and document each of the following deliverables:

1. System Modifications
2. System Configuration (tables, scripts, rules)
3. Interfaces
4. Data Conversion from Legacy Systems
5. User, Technical, and Training Documentation – Including Documentation for Interface Partners

Responders must provide detailed explanations, including time; tasks (vendor and Judiciary) required to test and approve system modifications, system configuration, interfaces and data conversion. Also include a testing method for user and technical documentation to assure that it is complete and coherent.

At a minimum, testing should:

- Confirm that the solutions meet the business requirements.
- Confirm that the solutions operate without defects.

Phased Project Schedule, including:

- Project Roles
    - Team Member Roles (clearly defined)
    - Membership Criteria (Knowledge, skills, and ability needed and possessed)
- Project Calendar (GANTT Chart)
    - Milestones
    - Timelines
    - Critical path
- Project Flowcharts
- FTE's
- Product Support / Post Implementation Support

Cost Estimate, including:

- Cost/Benefit ratio are estimated and calculated
- Define how the costs were calculated
- How will costs be tracked (for example, check sheets / tracking sheets), and by whom. Regular review schedule—by whom, how often?
- Other items included in cost estimate (software, hardware, inside staff, outsource staff, third party add-ons, programming, support, training, management)

The Design Document should use as a guide the IEEE Recommended Practice for Software Requirements Specifications Templates (IEEE 1998b) for the final formatting of the document. http://ieeexplore.ieee.org/servlet/opac?punumber=5841

Definitions:

Interoperability: The system is expected to share data with other software and hardware. Architecture should explain how that will be accomplished. Architecture should be based on the current version of the National Information Exchange Model (NIEM http://www.niem.gov/pdf/HLTA.pdf) which incorporates the Justice XML model.

Business Process Analysis – includes documentation of the "as is" and "to be" business practices, comparing current processes with new processing and workflow that will achieve the business goals set forth in this RFP.

Software Gap Analysis - includes a detailed listing of all configurations and programming required to meet the requirements, with time and costs for each modification, enhancement or configuration tasks required.

Test Scripts – The combined business and technical requirements provide the structure for formal user acceptance test scripts, along with training requirements for the testing staff, will be submitted with requirements deliverables.

The following additional terms are defined in (McConnell)

McConnell, Steve. Code Complete. 2nd Edition. Redmond: Microsoft Press, 2004.

Program Organization

Major Classes

Data Design

Business Rules

User Interface Design

Resource Management

Security

Performance

Scalability

Internationalization/Localization

Input/Output

Error Processing

Fault Tolerance

Architectural Feasibility

Over engineering

Buy vs. Build Decisions

Reuse Decisions

Change Strategy

Accessibility

General Architectural Quality

ATTACHMENT C - THE SUPREME COURT OF LOUISIANA SAMPLE NON-DISCLOSURE AGREEMENT

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (hereinafter the "Agreement") is entered into by and between _____ (hereinafter "Proposer") and the Louisiana Supreme Court (hereinafter the "Court") for the purpose of preventing the unauthorized disclosure and/or use of confidential information provided by the Court to Proposer in connection with the selection of a vendor pursuant to a Request for Proposals for the Louisiana Protective Order Registry 2010.

I. Definition of Confidential Information

For purposes of this Agreement,

A. "Confidential Information" shall include any and all information on the system hardware and software and network infrastructure housed at all locations supported by both the Court Management Information System (CMIS) division in the Judicial Administrator's Office and the Louisiana Supreme Court Technology Department. This includes, but is not limited to, hardware, system software, system framework, architecture, backup software and procedures, disaster recovery, desktop and laptop devices, network infrastructure, authentication protocols, email applications, system and network security, and any tables, diagrams, reports, worksheets, records, layouts, screen shots, data files, documents, software, code structure, code language, documentation, and contents of any applications residing on the either of the above networks;

B. "Confidential Information" shall also include any data, information or materials provided to Proposer by the Court which is designated or identified as confidential.

II. Exclusions from Confidential Information

Proposer's obligations under this Agreement do not extend to information that is:
A. Publicly known at the time of disclosure or subsequently becomes publicly known through no fault of Proposer;
B. Discovered by Proposer through legitimate means before disclosure by the Court; or
C. Rightly obtained from third parties who have no obligation of confidentiality or nondisclosure to the Court or its constituents.

III. Obligations of Proposer

A. Proposer shall employ a standard of diligent and trusted care in protecting and maintaining the confidentiality any Confidential Information and shall hold and maintain Confidential Information in the strictest confidence for the sole and exclusive benefit of the Court. Proposer shall not publish, copy, provide access to, or

otherwise disclose to others, or permit the use by others of, any Confidential Information;

B. Confidential Information shall be protected and maintained by Proposer from unauthorized use and disclosure through at least the same or more effective procedural requirements as are applicable to the Court and in no case shall Proposer employ less than a standard of diligent and trusted care in protecting and maintaining the confidentiality of said Confidential Information. In no case shall Proposer employ less than the same standard of care used by Proposer to protect Proposer's information or materials of like sensitivity or confidentiality;

C. Proposer shall promptly and strictly adhere to any written procedural requirements for the protection and maintenance of such Confidential Information as of the day such written procedural requirements are provided by the Court to Proposer. However, Proposer understands and agrees that the Court has no obligation to provide to Proposer any written or oral description of such procedural requirement;

D. Proposer shall use Confidential Information solely for the purpose of developing a proposal in response to the Court's Request for Proposals for an Enterprise Resources Planning System;

E. Proposer shall restrict access to Confidential Information only to those individuals with direct involvement in the preparation of a proposal in response to the Court's Request for Proposals for an Enterprise Resources Planning System, and Proposer shall require those persons to sign nondisclosure agreements with provisions at least as restrictive and protective of the Court's interests as those in this Agreement;

F. Proposer shall not, without prior written approval of the Court, use Confidential Information in any way for Proposer's own benefit or financial gain;

G. Proposer shall return to the Court any and all records, notes, discs, and other written, printed, or tangible materials in its possession pertaining to the aforementioned confidential information, and destroy any electronic copies, immediately upon completion of its proposal in response to the Court's Request for Proposals for an Enterprise Resources Planning System or, upon the written request of the Court, shall do so sooner;

H. Proposer shall indemnify, defend and hold the Court harmless from and against any and all damages, liabilities, costs, expenses, claims and/or judgments against the Court or its constituents arising out of a breach by Proposer of this Agreement.

IV. Termination

Proposer's duty to hold Confidential Information in confidence shall remain in effect unless and until the Court sends Proposer written notice releasing Proposer from this Agreement.

V. Severability

In the event any provision of this Agreement is found to be invalid or unenforceable, then the offending term shall be construed to be invalid and severable to the extent permitted by law and the remainder of this Agreement shall remain in full force and effect.

VI. Survival of Rights and Obligations

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party.

VII. Choice of Law

This Agreement is governed by the laws of the State of Louisiana.

VIII. Entire Agreement

This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

FOR THE PROPOSER:

_____
Proposer Name

_____

Signature of Proposer's Authorized Representative

_____

Name of Proposer's Authorized Representative

_____
Date

FOR THE COURT:

_____
Signature of Court's Authorized Representative

_____
Name of Court's Authorized Representative

_____
Date

ATTACHMENT D - THE SUPREME COURT OF LOUISIANA SAMPLE CONTRACT

Be it Known, that the Louisiana Supreme Court, Judicial Administrator's Office (hereinafter sometimes referred to as the "LASC-JAO") and _____ (hereinafter sometimes referred to as the "Contractor"), do hereby enter into this contract ("Contract") under the following terms and conditions.

1.

Scope of Services

Contractor hereby agrees to furnish the following services:

2.

Terms of Payment

In consideration of the services described above, the LASC-JAO hereby agrees to pay to the Contractor up to a maximum of $_____ during the contract period. All payments shall be subject to the approval of _____. There will not be any additional reimbursement for any travel, rent, meals, equipment or other expenses.

When completion to the reasonable satisfaction of the LASC-JAO is obtained, _____ payments are scheduled as follows:

3.

Term of Contract

This Contract shall begin on _____ and shall terminate on _____, unless terminated sooner in accordance with the terms of this Contract.

4.

Termination for Cause

The LASC-JAO may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the LASC-JAO shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after the receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the LASC-JAO may, at its option, place Contractor in default and the Contract shall terminate on the date specified in such notice.

5.

Termination for Convenience

The LASC-JAO may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for services rendered, to the extent work has been performed satisfactorily.

6.

Termination for Loss or Reduction of Funding

The continuation of this Contract is contingent upon the receipt of funds from LCLE VAWA grant # M05-8-002. In the event of termination of grant funding, the LASC-JAO reserves the right to terminate this Contract. In the case of a reduction of grant funding, the LASC-JAO reserves the right to renegotiate the terms and conditions of this Contract with Contractor.

7.

Force Majeure

Neither party shall be liable to the other for any failure or delay in performance under this Contract due to circumstances beyond the party's reasonable control, including: acts of God; acts of war; accidents; the acts,

omissions or defaults of a third party; and judicial action not the fault of the party failing or delaying performance.

8.

Notice

Any notice required to Contractor shall be delivered as follows:

_____

Any notice required to the LASC-JAO shall be delivered as follows:

_____
Office of the Judicial Administrator
400 Royal St., Suite 1190
New Orleans, LA 70130-8101

9.

Legal Relationship

It is expressly understood by the LASC-JAO and Contractor that the Contractor shall not be construed to be, and is not, an employee of the LASC-JAO. Contractor shall provide services to the LASC-JAO as an independent contractor with control over the time, means and methods for accomplishing the services outlined in this contract. Contractor agrees to be solely responsible for the payment of any federal, state, social security, Medicare, local or other applicable taxes from the funds received under this Contract. The Contractor also accepts total responsibility for any liability protection or other insurances as required by law and this Contract. The Contractor further acknowledges that he/she is not entitled to such benefits as holiday time, vacation time, sick leave, retirement benefits, health benefits, or other benefits usually associated with employment.

10.

Taxes

The Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract shall be Contractor's obligation and identified under Federal tax identification number _____.

11.

Warranties

The Contractor shall indemnify the LASC-JAO against any loss or expense arising out of any breach of any specified warranty. Specified warranties are as follows:

a. Period of Coverage

The warranty period for software covered under this contract will begin on the date of acceptance of the final deliverable and will terminate 12 months thereafter.

b. Free from Defects

Contractor warrants that the system upgrades and improvements developed pursuant to this contract shall be free from defect in design and implementation and that Contractor will, without additional charge to the LASC-JAO, correct any such defect and make such additions, modifications, or adjustments to the system as may be necessary for all upgrades and improvements to operate as specified in the LPOR System Design Specifications and the Project Plan. Contractor will reply to warranty claims by LASC-JAO within 24 hours and work to remedy identified defects in a timely manner acceptable to LASC-JAO.

c. Software Standards Compliance

Contractor warrants that all software and/or software modifications delivered pursuant to this contract will comply with the LASC-JAO's

standards and/or guidelines for resource names, programming languages, and documentation as referenced in _____.

d. Software Performance

Specific operating performance characteristics of the software developed and/or installed pursuant to this contract shall be warranted by the Contractor to perform as contemplated in the LPOR System Design Specifications and the Project Plan.

e. Original Development

Contractor warrants that all software and/or software modifications produced pursuant to this contract will be of original development by Contractor, and will be specifically developed for the fulfillment of this contract. In the event the Contractor elects to use or incorporate in the work product any components of a system already existing, Contractor shall first notify the LASC-JAO, which after whatever investigation the LASC-JAO may elect to make, may direct the Contractor not to use or incorporate any such components. If the LASC-JAO does not object, Contractor may use or incorporate such components at Contractor's expense and shall furnish written consent of the party owning the same to the LASC-JAO. Such components shall be warranted as set forth herein (except for originality) by the Contractor and the Contractor will arrange to transfer title or the perpetual license for the use of such components to the LASC-JAO for purposes of the contract.

f. No Surreptitious or Unauthorized Code

Contractor warrants that all software and/or software modifications provided pursuant to this contract will be free from any Surreptitious or Unauthorized Code. "Surreptitious Code" means any back door, time bomb, or drop dead device or other routine designed to disable a computer program with the passage of time or under the positive control of a person or party other than the LASC-JAO. Excluded from this prohibition are identified and LASC-JAO -authorized features designed for purposes of maintenance or technical support. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access

to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions.

12.

Insurance

Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the total Contract amount.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as follows:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

2. Insurance Services Office form number CA 0001 (Ed 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. Commercial General Liability

$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

2. Automobile Liability

$1,000,000 combined single limit per accident, for bodily injury and property damage.

3. Workers Compensation and Employers Liability

Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage.

C. Deductibles and Self Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the LASC-JAO. At the option of the LASC-JAO, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Louisiana Supreme Court, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

a. The Louisiana Supreme Court, its officials, employees, and volunteers are to be added as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Louisiana Supreme Court, its officers, officials, employees or volunteers. It is

understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the Louisiana Supreme Court.

b. Any failure to comply with reporting provision of the policy shall not affect coverage provided to the Louisiana Supreme Court, its officers, officials, employees or volunteers.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

a. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Louisiana Supreme Court, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the LASC-JAO.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the LASC-JAO.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of A-:VI or higher. This rating requirement may be waived by the LASC-JAO for workers' compensation coverage only.

F. Verification of Coverage

Contractor shall furnish the LASC-JAO with certificates of insurance effecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be

received and approved by the LASC-JAO before work commences. The LASC-JAO reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

13.

Security

Contractor's personnel will comply with all security regulations in effect at the LASC-JAO premises (or other premises of the State of Louisiana), and externally, for materials and property belonging to LASC-JAO or the State of Louisiana or related to the services provided pursuant to this Contract. Contractor is responsible for promptly reporting to the LASC-JAO any known breach of security.

14.

Indemnification

Contractor shall indemnify, defend and hold the Court harmless from and against any and all damages, liabilities, costs, expenses, claims and/or judgments that Contractor or the LASC-JAO and/or the Louisiana Supreme Court may incur, including reasonable attorney's fees, arising from or committed in the course of performing Contractor's services, duties and responsibilities pursuant to this Contract.

15.

Confidentiality

Unless, and only to the extent that, the LASC-JAO excepts, in writing, information or materials from the following requirements, all personnel, statistical,

financial, technical and any other data, information or materials relating to the LASC-JAO's operation and its constituents (collectively "Sensitive Information") which are designated confidential by the LASC-JAO (as well as any such Sensitive Information which, even if not marked or expressly designated as confidential is, from the manner in which such Sensitive Information is maintained or disclosed, would be considered confidential by a reasonably prudent person) and made available to Contractor in carrying out this Contract (even if such was made available to Contractor prior to the beginning of the term of the Contract) or which becomes available to Contractor in carrying out this Contract (again, even if made available to Contractor prior to the beginning of the term of the Contract), is considered made available to Contractor in trust and confidence and shall be protected and maintained by Contractor from unauthorized use and disclosure through at least the same or more effective procedural requirements as are applicable to the LASC-JAO (and in no case shall Contractor employ less than a standard of diligent and trusted care in protecting and maintaining the confidentiality of said Sensitive Information; and in no case shall Contractor employ less than the same standard of care used by Contractor to protect Contractor's information or materials of like sensitivity or confidentiality). Contractor shall promptly and strictly adhere to any written procedural requirements for the protection and maintenance of such Sensitive Information as of the day such written procedural requirements are provided by LASC-JAO to Contractor; provided, that the LASC-JAO has no obligation to provide to Contractor any written or verbal description of such procedural requirements and, to be clear, Contractor shall protect and maintain the Sensitive Information in accordance with the highest standard of protection and maintenance imposed by the other provisions of this Section. Contractor shall not be required under the provisions of this Section to keep confidential any Sensitive Information to the extent such Sensitive Information becomes publicly available without any breach of this Contract by Contractor, is independently developed by Contractor outside the scope of this Contract using personnel who had not had access to the Sensitive Information, or is rightly obtained from third parties who have no obligation of confidentiality or nondisclosure to the LASC-JAO or its constituents.

16.

Ownership

All records, reports, documents and other material delivered or transmitted to Contractor by the LASC-JAO shall remain the property of the LASC-JAO, and shall be returned by Contractor to the LASC-JAO, at Contractor's expense, at

termination or expiration of this Contract. All records, reports, documents, or other material related to this Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the LASC-JAO, and shall, upon request, be returned by Contractor to the LASC-JAO, at Contractor's expense, at termination or expiration of this Contract.

All code, including source code, will become the property of the Court and code versioning will be tracked on Microsoft Team Foundation Server hosted by the Administrator.

17.

Records Retention

Contractor agrees to retain all books, records, and other documents relevant to this Contract for at least three years after the Administrator’s acceptance of the final deliverable and the funds expended hereunder for at least three years after final payment.

18.

Non-Discrimination

Contractor 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 the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by Contractor, or failure to comply with these obligations when applicable, shall be grounds for termination of this Contract.

19.

Right to Audit

The Contractor agrees that the LASC-JAO, the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration (as well as other federal or state governmental entities or agencies with jurisdiction, whether due to funding, grants, statute, court order or otherwise), as well as the employees, auditors, consultants or other agents of any of the foregoing, have the right, one or more times, to audit, examine, inspect, review, copy and take excerpts and transcriptions of all accounts and other books, documents, papers and records of Contractor (and its assignees, contractors and subcontractors) which relate to this Contract.

20.

Assignment

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the LASC-JAO, provided however, that claims for money due or which may become due to the Contractor from the LASC-JAO may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the LASC-JAO.

21.

Amendments

Any amendments, variations, modifications, or waivers of provisions of this Contract shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Contract. No amendment to this Contract shall be valid until it has been executed by the LASC-JAO or another designated authority of the LASC-JAO and the Contractor.

22.

Severability

In the event any term or portion of this Contract is found to be unenforceable or void either in whole or in part, then the offending term shall be construed to be invalid and severable to the extent permitted by law and the balance of the Contract shall remain in force and effect.

23.

Waivers

A waiver by either party to this Contract or a breach of Contract does not constitute a waiver of other conditions or subsequent breaches. Any waiver of any of the provisions herein is ineffective unless reduced to writing and signed by the parties.

24.

Choice of Law

This Contract shall be governed by the laws of the State of Louisiana. Contractor agrees to comply with any and all State or Federal regulations and laws governing the funds associated with this Contract.