

Louisiana Supreme Court
Office of the Judicial Administrator

LOUISIANA COURT CONNECTION
(City Court Case Management Information System)

Request for Proposals

PROPOSALS DUE:
May 7, 2007
4:00 p.m.

**Louisiana Supreme Court
Office of the Judicial Administrator**

**Hugh M. Collins, Ph.D.
Judicial Administrator**

**Chris Andrieu
Deputy Judicial Administrator and
Chief Information Officer**

For further information contact: Louisiana Supreme Court Office of the Judicial Administrator Court Management Information Systems Carmelitte Venturella (504) 310-2571 (Phone) (504) 310-2570 (Fax) cventurella@lajao.org	The Supreme Court of Louisiana is committed to providing equal employment opportunities to qualified persons. The Court strictly prohibits discrimination in recruitment, hiring, promotion and any other action related to terms and conditions or privileges of employment on the basis of race, creed, color, national origin, religion, sex, age, disability or military status.
--	--

NOTICE TO PROPOSERS

The Louisiana Supreme Court Office of the Judicial Administrator (hereinafter LASC JAO) hereby solicits proposals from qualified proposers for the development of an adult court case management system for criminal, traffic, and civil proceedings. This system must interface with the existing XML-based Integrated Juvenile Justice Information System (IJJIS). The system to be developed under this Request for Proposals (hereinafter RFP) will, in combination with JOIN, be known as the *Louisiana Court Connection*.

RFP packages may be obtained by contacting:

***Carmelitte Venturella
Louisiana Supreme Court
Office of the Judicial Administrator
CMIS Division
400 Royal Street, Suite 1190
New Orleans, Louisiana 70130-8101
(504) 310-2571
FAX (504) 310-2570
Email: cventurella@lajao.org***

The RFP may be picked up in person or a written request may be made to have a copy mailed. The RFP may also be downloaded from the Louisiana Procurement and Contract (LaPAC) network website: (<http://wwwsrch2.doa.state.la.us/osp/lapac/pubmain.asp>) or from the Louisiana Supreme Court website: (<http://www.lasc.org>).

A proposers' conference will be held on **April 10, 2007 at 10:00 a.m.** in the 4th Floor Conference Room of the Louisiana Supreme Court. Interested parties are requested to notify Ms. Venturella in advance of their intention to attend using the attached registration form. The purpose of this conference is to allow potential proposers an opportunity to present questions and obtain clarification relative to the RFP. **Questions should be submitted in writing (via e-mail, fax, or mail) to Ms. Venturella at the address above by 4:00 P.M April 4, 2007, or** asked at the proposers' conference. The LASC JAO is under no obligation to respond to such inquiries, but may choose to do so, either orally or in written form. The LASC JAO, in its discretion, may choose to post some or all of the questions and answers on the Louisiana Supreme Court website.

Please note that the Supreme Court Building is a secured facility, and visitors must provide photo identification and will be subject to security screening measures. Directions to the conference are available from Ms. Venturella. No parking is available at the Supreme Court Building, but limited street parking and nearby commercial parking lots are available.

Each proposer should submit a *Letter of Intent* by **April 16, 2007 at 4:00 p.m.** Please see the Intent to Propose - Sample Letter (Attachment A).

Proposals are to be delivered to Ms. Venturella, the RFP coordinator, at the address above. Completed proposals must be in the physical possession of the LASC JAO by **4:00 p.m., May 7, 2007**. One original signed proposal and five hard copies, along with an electronic copy (on CD or diskette) in MS-Word or PDF format, must be submitted. No proposals received after 4:00 p.m. on May 7, 2007 will be considered, nor will any faxed or e-mailed proposals be considered.

The LASC JAO will have full ownership of software developed in relation to this RFP. Any computer software developed under this RFP may be marketed and registered as open-source license by the LASC JAO. The LASC JAO reserves the right to register the *Louisiana Court Connection* software under any other licensing condition. This software will be made available to all city, parish, and district courts in Louisiana by the LASC JAO without cost, other than that directly associated with the transfer. This same software may be made available to the National Center for State Courts and other courts nationally that may find this software useful for their court operations. Under no circumstances is this software to be marketed to state, federal, and/or local courts in Louisiana or elsewhere in the United States. Accordingly, the proposal must include a statement granting the ownership rights of the software to the LASC JAO.

It should be known and understood that the source code developed in relation to this RFP is the property of the LASC JAO. The selected vendor is responsible for the development of the source code. The vendor will deliver a copy of the source code at each scheduled deliverable stage (See Section 1.4.2, Deliverables) to the Project Coordinator, Chris Andrieu, on CD-ROM/DVD or USB drive. No deliverable will be accepted without concurrent incremental source code delivery unless instructed otherwise.

The LASC JAO reserves the right to reject any and all proposals submitted, and/or to cancel this RFP, when such action is in the LASC JAO's best interest.

REGISTRATION FORM
Louisiana Court Connection Proposers' Conference

The purpose of the proposers' conference is to provide an overview of the *Louisiana Court Connection*, the Request for Proposals (RFP) process, eligibility requirements, timetable for proposals, competitive priorities, and fiscal requirements and to allow potential proposers an opportunity to present questions and obtain clarification relative to the RFP.

Complete this form and FAX to Carmelitte Venturella at (504) 310-2570 or call Ms. Venturella at (504) 310-2571 to complete your registration process.

The conference will be held on **April 10, 2007 from 10:00 a.m. - 12:00 p.m. at the**

**Louisiana Supreme Court
4th Floor Conference Room
400 Royal Street
New Orleans LA 70130**

Registration Information

First Name

Last Name

Company

FEI/FIN #

Title

Tax ID #

Street Address or PO Box (if applicable)

City

State

Zip Code

Phone Number: (___) ___ - ____ **Fax Number:** (___) ___ - ____

Email:

Number of individuals who plan on attending the proposers' conference from your organization?

_____ (total number including yourself)

What is the best way for Court Management Information Systems (CMIS) staff to send your registration confirmation?

☐ Mail

☐ Email

☐ Fax

☐ Phone

Table of Contents

1.0 General Information.....	8
1.1 Purpose	8
1.2 Background	8
1.3 Overview	9
1.4 Scope of Services.....	10
1.4.1 Participating Courts and Number of Filings from the Louisiana Supreme Court 2005 Annual Report.....	10
1.4.2 Deliverables	10
1.4.3 – Pilot Sites	11
2.0 ADMINISTRATIVE INFORMATION	11
2.1 Expected Time Period for Contract	11
2.2 Proposers’ Conference and Proposer Inquiries	11
2.3 Letter of Intent.....	11
2.4 Timetable for Proposals.....	12
2.5 Corporation Requirements.....	12
2.6 Billing and Payment.....	12
2.7 Disqualification.....	13
2.8 Contract Terms and Conditions.....	13
2.9 Restrictions on Communications with City Court and Louisiana Supreme Court Personnel	13
3.0 PROPOSAL INFORMATION	13
3.1 Minimum Requirements	13
3.2 RFP Addenda, Supplements and Amendments	14
3.3 Rejection of Proposals and/or Cancellation of Request for Proposal.....	14
3.4 Withdrawal and Re-submission of Proposal.....	14
3.5 Subcontracting Information	14
3.6 Ownership of Proposal	15
3.7 Proprietary Information.....	15
3.8 Cost of Preparing Proposals	16
3.9 Errors and Omissions in Proposal	16
3.10 Contract Award and Execution.....	16
3.11 Code of Ethics	17
4.0 RESPONSE INSTRUCTIONS.....	17
4.1 Submission of Proposal.....	17
4.2 Response Format	17
4.3 Certification Statement	23
5.0 EVALUATION AND SELECTION	24
5.1 Initial Screening.....	24
5.2 Evaluation Criteria	24
5.2.1 Organizational Overview.....	24
5.2.2 Approach and Methodology.....	24
5.2.3 Cost	25
5.3 Written or Oral Discussions; References	25
5.4 Announcement of Contractor.....	25
ATTACHMENT A: SAMPLE LETTER OF INTENT TO PROPOSE	26

ATTACHMENT B: COVER SHEET	27
ATTACHMENT C: CHECKLIST OF RFP BIDDER SUBMISSION REQUIREMENTS	28
ATTACHMENT D: CERTIFICATION STATEMENT	29
ATTACHMENT E. NON-COLLUSION STATEMENT	30
ATTACHMENT F: INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES CONTRACT	31
Appendix I. Louisiana Courts	40
Appendix II. LOUISIANA’S JUDICIAL SYSTEM – CITY COURTS OVERVIEW	41
Appendix III. MAPS	43
Appendix: IV. GLOSSARY - Definitions and acronyms related to the RFP.....	44
Appendix V: APPLICATION FUNCTIONAL REQUIREMENTS	47

1.0 General Information

1.1 Purpose

The purpose of this RFP is to solicit proposals for procurement of a Microsoft Sequel Server integrated adult court case management system entitled “*The Louisiana Court Connection*” to be administered by the Louisiana Supreme Court Judicial Administrator’s Office CMIS Division. The intent of the *Louisiana Court Connection* is to provide Louisiana city courts with an effective means of managing civil, traffic, criminal, probation (special sentencing), appeals, and court services data and provide financial tracking of court furnished fines and fees, case scheduling, document indexing and preservation, standard form and report generation, and ad-hoc query functional capabilities. Software development for the *Louisiana Court Connection* will be acquired through competitive contract negotiations on a fixed fee basis.

The *Louisiana Court Connection* will be developed in a two stage process. **The first stage will focus on development, alpha, beta, and Software Quality Assurance (SQA) testing. The second stage will encompass software installation, tailoring, and training at the LASC JAO central site and a minimum of two and up to four additional pilot sites** (see Section 1.4 Scope of Services). The Louisiana Supreme Court Judicial Administrator’s Office (hereinafter LASC JAO) plans to enter into a contract with the successful bidder to complete work on the first and second stages of the project. The LASC JAO may enter into a new contract with the successful bidder for subsequent stages or issue other Requests for Proposals for consulting services to complete the work on subsequent phases.

1.2 Background

In 1994, the Louisiana Commission on Law Enforcement (LCLE) awarded the LASC JAO a grant to develop the Case Management Information System (CMIS) Division. The CMIS Division has been collecting data from district, parish, and city courts and has been working toward the goal of developing an automated and integrated adult and juvenile case management system. The city court case management system will document and report daily court activities: case initiation, docketing, scheduling, notice generation, statistical reporting, disposition reporting, and indexing. This system will allow for timely electronic reporting to state and federal agencies.

The Integrated Juvenile Justice Information System (IJJIS) is a juvenile justice case management system developed in the public domain as an XML web-based (SQL Server 2005) system that permits data sharing among juvenile justice agencies. This system is based on national standards and will enable data sharing among statewide and local juvenile justice agencies handling cases involving juvenile delinquency, juvenile traffic, formal FINS, and juvenile probation, detention, and corrections. The IJJIS system has four levels of integration: (1) functional integration, (2) case integration, (3) local data sharing, and (4) statewide data sharing. Overall, system functions include case initiation,

document and form generation, docketing (calendaring and scheduling), automated minute entry, and tracking and reporting.

Currently, stand-alone components of the IJJIS system have been developed by the Supreme Court and the Louisiana Children's Cabinet. **The IJJIS system will need to interface with the system to be developed under this RFP.**

1.3 Overview

The *Louisiana Court Connection* is designed to benefit the city courts of Louisiana by providing automated assistance at every stage of court case processing. This includes criminal, traffic, civil, and juvenile court proceedings. The *Louisiana Court Connection* will also manage special sentencing conditions (probation), appeals, and individual court appointed service activities.

Users of the *Louisiana Court Connection* will include judges, city court clerks, prosecutors, defense counsel, district attorneys, minute clerks, social workers, probation officers, correctional personnel, and others. Individual users will access the *Louisiana Court Connection* via the internet after being assigned a user name and password.

The *Louisiana Court Connection* will provide courts, coordinators, and clerks with management information on pending and disposed cases. It will enable courts to identify their current caseload, manage the flow of cases through the court, and recognize any cases which have been delayed in order that remedial action can be taken. The system will also allow court personnel to record and track fees, manage their court dockets, schedule proposed cases, and perform many other functions in an efficient and timely manner, including preparing statistical reports required by the State and management reports for the individual courts.

LOUISIANA COURT CONNECTION*					
AUTOMATED ADULT AND JUVENILE CASE MANAGEMENT SYSTEM					
CASE MANAGEMENT(CMS)	FINANCIAL MANAGEMENT	CASE SCHEDULING	REPORTING	UTILITIES	DOCUMENT MANAGEMENT
<ul style="list-style-type: none"> • Criminal • Civil • Traffic • Probation-Special Sentencing • Appeals • Services • Juvenile** 	<ul style="list-style-type: none"> • Receipts • Fines • Payments 	<ul style="list-style-type: none"> • Calendaring • Docketing • CMS (Interface) 	<ul style="list-style-type: none"> • Form Generation • Standard • Ad-Hoc (Query) 	<ul style="list-style-type: none"> • Interface(s) • Importing/Exporting Capabilities 	<ul style="list-style-type: none"> • Indexing • Scanning

* The *Louisiana Court Connection* will be Global Justice XML Data Model (GJXDM) compliant to the greatest extent possible.

** The *Louisiana Court Connection* will have a seamless integration with the Integrated Juvenile Justice Information System (IJJIS).

1.4 Scope of Services

1.4.1 Participating Courts and Number of Filings from the Louisiana Supreme Court 2005 Annual Report

As of the date of release of this RFP, twenty-two (22) city courts have elected to participate in this project. More courts are expected to participate as new or upgraded case management systems are required by those courts currently satisfied with their software.

The number of filings for courts electing to participate in the project (from the Louisiana Supreme Court 2005 annual report, which can be found at www.lasc.org), is listed below. The number of case filings can vary from year to year. Additionally, most courts will elect to convert their historical data; the number of records to be converted will vary by court. Filings for individual courts can also be found in the Louisiana Supreme Court 2005 Annual Report.

Civil:	33,994
Criminal:	81,924
Traffic:	228,173
Juvenile:	7,410
TOTAL:	351,491

1.4.2 Deliverables

The following deliverables reflect the minimum required for the proposed project:

- a) Implementation Plan
- b) Detailed Project Plan and Project Status Reports
- c) System Design - Functional Requirements Specifications (See Appendix VI for overview) i.e. *Louisiana Court Connection* Design Document
- d) *Louisiana Court Connection* Software System with Source Code
- e) User Manual
- f) Comprehensive On-line Help Facility and Comprehensive Help-Screen Guide System Operation Instructions
- g) Data Element Dictionary
- h) User Acceptance Test Strategy and Support

- i) End-User Documentation and Training Aids
 - DVD Training Video developed in conjunction with user manual (optional)
 - Shortcut documentation guide
 - New “LOUISIANA COURT CONNECTION” system user guide
- j) Training Program
- k) Dial-in access to an in-person “Help Desk” service during pilot phase (6 months)
- l) Detailed outline of hardware required to operate and house CMS
- m) Criminal and traffic data extraction plan
- n) Document indexing methodology plan
- o) Historical data migration plan and cost analysis

1.4.3 – Pilot Sites

The Louisiana Court Connection software developed in relation to this RFP will be piloted in four Louisiana City Courts see page 51, *Software Assessment and Evaluation*, for description.

2.0 ADMINISTRATIVE INFORMATION

2.1 Expected Time Period for Contract

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about **June 30, 2007**. The LASC JAO has the right to contract with the proposer for up to three years.

2.2 Proposers’ Conference and Proposer Inquiries

A proposers’ conference will be held on **April 10, 2007**. **Participants must register in advance**. Please see the Notice to Proposers and Registration Form for details.

2.3 Letter of Intent

Each proposer should submit a Letter of Intent by **April 16, 2007 at 4:00 p.m.** Please see the Sample Letter of Intent to Propose (Attachment A).

2.4 Timetable for Proposals

<u>Event</u>	<u>Date</u>
Deadline for submitting written questions	4/4/07, 4 P.M. Central time
Proposers' Conference	4/10/07, 10 A.M. Central time
Letter of Intent to Propose Due	4/16/07, 4 P.M. Central time
Proposal submission deadline (<i>No late proposals will be accepted.</i>)	5/7/07, 4 P.M. Central time

NOTE: The LASC JAO reserves the right to amend and/or change this timetable as it deems necessary.

2.5 Corporation Requirements

Upon award of the contract, if the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall obtain a certificate of authority pursuant to R. S. 12:301-302 (See Glossary, Appendix IV) from the Secretary of State of Louisiana. If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana. A copy bearing the stamp of the Secretary of State will be required with submission of the signed contract.

2.6 Billing and Payment

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

The contractor will submit invoices to the LASC JAO for deliverables and current written status reports describing the work (milestones) completed and current status of work in progress. The format of the invoice is subject to LASC JAO approval. All invoices must document the CMIS contract number (*CMIS-CMSCC01*) and the federal employer identification number. Timely submission of the required monthly and quarterly status reports will be a prerequisite for payment.

Eighty-percent (80%) of the allowable payment amount for each milestone will be remitted to the Contractor upon successful completion of that milestone. The remaining

20% will be retained until written acceptance by the LASC JAO of all deliverables provided by the contract, i.e., there will be a 20% holdback of each milestone payment. Upon written LASC JAO confirmation of the successful implementation of Phase II (see 1.1 Purpose), one-half of the retained funds will be paid to the Contractor. The remaining retained funds will be paid to the Contractor upon LASC JAO acceptance of the system following the warranty/maintenance period.

2.7 Disqualification

The LASC JAO reserves the right to verify all information provided by a proposer via direct contact with the proposer's prior clients. Prior project personnel and proposers must agree to provide and release necessary authorizations for the LASC JAO to verify any of the proposer's previous work. As described elsewhere in this RFP, each proposer will be required to submit a detailed resume of all key personnel. Misstatements of experience and scope of prior projects shall be grounds for disqualification of the proposer from further consideration.

2.8 Contract Terms and Conditions

The Contractor will be required to enter into a contract with the LASC JAO that is similar to **ATTACHMENT F**. Any changes to those terms will be negotiated with the LASC JAO as described in Section 3.10, Contract Award and Execution.

2.9 Restrictions on Communications with City Court and Louisiana Supreme Court Personnel

Proposers shall not communicate with any city court or Louisiana Supreme Court employees concerning this RFP or development of the Louisiana Court Connection, except for the contact person identified in this proposal. Violation of this requirement may result in rejection of the submitted proposal.

3.0 PROPOSAL INFORMATION

3.1 Minimum Requirements

Proposers should ensure that their proposals contain sufficient information for the LASC JAO to make its determination by presenting acceptable evidence of their ability to perform the services called for by the contract. At a minimum, the proposer must:

- ✓ Have adequate financial resources for performance or the ability to obtain such resources as required during performance;
- ✓ Have the necessary experience, organization, technical qualifications, skills, and facilities or the ability to obtain them;
- ✓ Be able to comply with the proposed time of delivery / performance schedule;

- ✓ Have an excellent record of integrity, judgment, and performance; and
- ✓ Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

We request that proposers submit a recent annual report and financial audit conducted by an external auditor. In addition, proposers may be required to present a financial statement or other evidence of financial solvency.

3.2 RFP Addenda, Supplements and Amendments

The LASC JAO reserves the right to change the **Timetable for Proposals** or revise any part of the RFP by issuing an addendum to the RFP at any time. In the event that it becomes necessary to revise any part of this RFP, the changes will be posted on the LaPAC network website (<http://wwwsrch2.doa.state.la.us/osp/lapac/pubmain.asp>) and the Louisiana Supreme Court website (<http://www.lasc.org>). **It is the responsibility of each proposer to review the website(s) for any possible changes.**

3.3 Rejection of Proposals and/or Cancellation of Request for Proposal

Issuance of this RFP in no way constitutes a commitment by the LASC JAO to award a contract. The LASC JAO reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in the LASC JAO's best interest. Any contract which may be awarded shall be based upon the proposal which is most advantageous to the LASC JAO and Louisiana city courts, costs and other factors considered. All contracts are subject to the availability of funds. **The proposer must acknowledge the right of the LASC JAO to cancel the RFP.**

3.4 Withdrawal and Re-submission of Proposal

A proposal that has been submitted may be withdrawn by the proposer up until the proposal submission deadline. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator. Proposals will otherwise be considered valid offers for **180** days after submission.

3.5 Subcontracting Information

The LASC JAO shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables referenced in the RFP and/or proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements; however, they should acknowledge in their proposal total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer shall include specific designations of the tasks to be performed by the subcontractor. Information

required of the proposer under the terms of this RFP shall also be required for each subcontractor.

Unless provided for in the contract with the LASC JAO, the prime contractor shall not contract with any other party for furnishing any of the work and professional services herein contracted for without the express written approval of the LASC JAO. No subcontractor shall complete more than 50% of the prime contractor's deliverables. In addition, no prime contractor is permitted to award 50% or more of their contract funds to any subcontractor. **The prime contractor is required to submit a statement in monthly and quarterly reports regarding the percentage and summary of work fulfilled on a deliverable by a subcontractor.**

3.6 Ownership of Proposal

All materials submitted in response to this RFP shall become the property of the LASC JAO. Selection or rejection of a proposal does not affect this right.

3.7 Proprietary Information

Proposers are reminded that all proposals submitted in response to this RFP, and any contract which might ultimately be agreed upon, will be open to public inspection by any interested person, firm or corporation. Proposers are discouraged from including trade secrets or other proprietary information in the RFP. 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 personnel, software, or hardware will not be considered confidential under any circumstance. 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, 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 as 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 LASC JAO shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does

not limit the LASC JAO'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" by the proposer.

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 LASC JAO 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 defend and indemnify the LASC JAO and hold the LASC JAO harmless from any and all claims, causes of actions or lawsuits that may ensue (including attorney's fees), which seek to order the LASC JAO to disclose the information. If the owner of the asserted data refuses to indemnify and hold the LASC JAO harmless, the LASC JAO may disclose the information.

The LASC JAO reserves the right to make any proposal, including proprietary information contained therein, available to the evaluation committee for the purpose of assisting the LASC JAO in its evaluation of the proposals.

3.8 Cost of Preparing Proposals

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

3.9 Errors and Omissions in Proposal

The LASC JAO shall not be liable for any errors in proposals. The LASC JAO reserves the right to make corrections or amendments due to errors identified in proposals by LASC JAO or the proposer. The LASC JAO, at its option, has the right to request clarification or additional information from the proposers.

3.10 Contract Award and Execution

The LASC JAO reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offer received. The LASC JAO reserves the right to contract for all or a partial list of services offered in the proposal.

The selected proposer will be expected to enter into a contract which is similar to the sample contract included as ATTACHMENT F. In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFP; however, the proposer should submit with their proposal any exceptions or exact contract deviations

that their firm may wish to negotiate. Negotiations may begin with the announcement of the selected proposer.

If the contract negotiation period exceeds **60 days**, the LASC JAO may elect to cancel the award and award the contract to the next-highest-ranked proposer.

3.11 Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Louisiana Code of Ethics if their company is awarded the contract. Ethical issues are interpreted by the Louisiana Board of Ethics.

4.0 RESPONSE INSTRUCTIONS

4.1 Submission of Proposal

Completed proposals must be in the physical possession of the LASC JAO by **4:00 p.m., May 7, 2007**. An original and five (5) copies of the Technical and Cost Proposal must be submitted, along with the electronic copy as outlined in **Section 4.2**. The signed original of the proposal should be clearly marked or differentiated from the copies by a notation in the lower left corner of the cover with the words **“Signed Original.”** The original and all five copies of the Cost Proposal should be sealed separately and submitted under separate cover. Both the Technical Proposal and Cost Proposal must be signed by a company official or agent duly authorized to sign proposals or contracts on behalf of the organization. **A certified copy of a board resolution granting such authority should be submitted.**

The proposal package shall be delivered at the proposer’s expense to:

*Carmelitte Venturella
Louisiana Supreme Court
Office of the Judicial Administrator
CMIS Division
400 Royal Street, Suite 1190
New Orleans, Louisiana 70130-8101*

4.2 Response Format

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. **Proposals should be organized in the order in which the requirements are presented in the Checklist of RFP Bidder Submission Requirements (Attachment C).** Information that the proposer desires to present that does not fall directly within any of the requirements of the RFP

should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.

Please note that:

- The Checklist of RFP Bidder Submission Requirements (Attachment C) must be submitted with your proposal.
- The proposal must include a table of contents.
- Each section of the proposal must be clearly labeled with a bold title.
- The proposal must be typed double-spaced.
- The proposal must be submitted on standard 8 ½ by 11” paper and be neatly bound.
- The proposal must also be submitted electronically on CD-Rom using either Microsoft Office Word or Adobe PDF format.

The LASC JAO reserves the right to request clarification and modification of any proposal prior to contract award. Any such information requested should be sent to the RFP coordinator within 96 hours of request. The LASC JAO may also require proposers to make a presentation prior to the final selection.

Proposers should provide the following information in their Technical Proposals:

Cover Letter: The cover letter shall be in the form of a standard business letter, signed by an individual authorized to legally bind the vendor.

The cover letter shall demonstrate that the proposer:

1. has read the requirements as provided;
2. certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction by any federal or state department or agency; where the proposer is unable to certify to any portion of this statement, such proposer shall attach an explanation to its response;
3. is willing to participate in an oral presentation if requested;
4. has provided three client references for projects similar in size and scope;
and

5. has identified one individual as the designated negotiator who is authorized to represent the proposer during any discussions, decisions, or disputes.

The Cover Letter should also include a positive statement of compliance with the contract terms. If the proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The proposer should address the specific language in **Attachment F, Information Technology (IT) Professional Services Contract** and submit whatever exceptions or exact modification to the sample contract that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions should not be substantially altered.

TECHNICAL PROPOSAL

Organization Overview: should include the following, at a minimum:

1. The overall professional and technical expertise of the firm;
2. Overview of the company's history and experience providing similar products and services;
3. Organizational chart (indicate the total number of employees in your company and their distribution by function);
4. A description of the financial stability of proposers organization (e.g., latest annual report, external auditors report, balance sheet, income statement);
5. Resumes of proposed key project staff highlighting prior relevant experience with dates and references (including organization name, contact name and email address or telephone number), which shall include, at a minimum, a Project Manager and Lead Software Architect; and
6. Comment on any partnership(s) with other vendors.

This section should be structured as follows:

a) Executive Summary

This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, a response date, proposal point-of-contact name and telephone number and the stipulation that the proposal is valid for **180 days** from the date of proposal submission. This section should also include a summary of the proposer's qualifications and

a statement of the proposer's ability to meet the LASC JAO's overall requirements.

b) Corporate Background and Experience

This section should provide a detailed discussion of the proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from entities including names and telephone numbers of those references. Proposers should describe prior experience with criminal, civil, family, juvenile and/or appellate court operation and case processing data management in part or in total and all related aspects and experience/expertise in qualitative and quantitative data collection, research, and analysis of court systems. In addition, proposers should describe prior experience working with Louisiana Courts, including dates and contracts.

c) Proposed Project Staff

The proposer should provide detailed information about relevant experience and qualifications of the proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address and telephone number) should be provided for the cited projects in the individual resumes.

Any separate marketing information may be included as attachments.

Approach and Methodology: should provide the proposed project timeline and project methodology to be employed, including the overall approach to successfully implement proposer's solution. The timeline should include measurable milestones with status reporting.

This section should be structured as follows:

- a) A written narrative statement to include: what, when, and how the service will be performed. This section is reflective of the

proposers understanding of the nature of the project and how its proposal will best meet the needs of the LASC JAO;

- b) Description of the proposed approach to Project Management and Quality Assurance;
- c) A proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables (estimate the time frame for completing the court case management data system) and level of staffing, including Gantt chart or similar tracking chart;
- d) Description of the proposed city court system analysis to be conducted prior to implementation (what features will be evaluated to document financial practices, i.e., monetary process flow and collections), court process functional relationships, court case classification structure, case counting variations by local processing, operational organization levels, data collection methodology, court case scheduling procedures, and case documentation and docketing for criminal, civil, traffic, and juvenile court proceedings, and case reporting requirements);
- e) Definition of the proposed functional approach to developing a detailed design reflecting the most effective means of providing desired system functionality;
- f) Identify methodology needed to merge the IJJIS project (all components) with the city court CMS. The proposer will work with the current vendor of the IJJIS system to determine how the two systems will seamlessly interface;
- g) Definition of the proposed strategy for project team organization and task assignments to transfer application knowledge to the LASC JAO and to position the LASC JAO to be self-sufficient after implementation;
- h) Definition of the proposed approach to defining system and data security;
- i) Identification of areas of project risk and procedures to mitigate these risks; describe and identify minor and major dilemmas you believe a court faces in redesigning a court data case management system and describe your strategies to overcome identified obstacles;

- j) Definition of the proposed methodology to be adhered to for system coding and testing including the proposer's plan to involve the Planning Team in this phase of the project;
- k) Explanation of the proposed implementation process (**See Section 1.1 Purpose**) for the LASC JAO and up to four pilot sites;
- l) Explanation of the proposed training strategy;
- m) Estimate of the level of involvement anticipated for LASC JAO resources to assist with the design, unit testing and implementation of the *Louisiana Court Connection* system;
- n) Definition of internet browser capabilities Louisiana city courts need to obtain and/or possess in order to access the CMS. This definition will include defining optimal capabilities in term of modem, dial-up, and vendor (i.e. Monzilla, Netscape, and Internet Explorer, etc.);
- o) All documents related to civil, criminal, traffic, probation, and services court records will be scanned by local court personnel for purposes of document indexing and preservation. Vendor will propose indexing methodology and define cross compatibility with local court scanning solutions. All imaging hardware (servers and computer hard drives) will be housed at the local city courts.

The vendor is responsible for defining an indexing methodology for allowing quick and easy reference from the case management system to the images stored on the image server at the local city court.

This methodology should outline how documents will be attached to cases and when documents should be physically scanned by local court personnel. An icon should indicate if a document is attached to a particular case (uploading/attached document);

- p) The LASC-JAO CMIS Division will extract criminal and traffic data elements from the city court CMS. The proposer is responsible for defining the method in which extraction of required data will take place on a daily basis. These extraction files will need a time, court, and date stamp. Any data extracted and transmitted over public networks will use encryption

protocols and transmission methods as agreed to by the proposer and the LASC-JAO CMIS division;

- q) Discuss a plan for data conversion for local city courts. The vendor shall propose a method for merging historical records to obtain case history for a plaintiff and/or defendant;
- r) Sealed and suppressed cases and/or documents must be secure. Vendors must propose a method for ensuring this security;
- s) The vendor must make sure the proposed solution can maintain a detailed transaction log by user ID;
- t) All cases in the database must be indexed.

Innovative Concepts: The proposal should include innovative concepts and recommendations designed to further enhance process efficiency as well as data sharing, analysis and reporting. The system should allow for standardized and ad-hoc reporting. Identify special services, expertise or capabilities the company possesses which would enhance the company's value to the court.

COST PROPOSAL

Costs must tie back to milestones defined in the proposed timeline and required deliverables. Proposers shall include a cost for design, construction, unit testing, documentation, training, implementation and post-implementation.

Should a subcontractor be used, clearly identify any subcontractor arrangements and an estimated percentage of the effort that will be completed by that subcontractor.

Proposed costs shall include any and all costs the contractor wishes to have included in the contractual arrangement with the LASC JAO. Travel, rent and other expenses will not be reimbursed. Billings will be on a fixed fee basis and will be based on the completion of the deliverables to be named in contract.

The proposer should note that the **overall cost** for the proposal may not exceed **\$350,000 U.S. dollars**. Please include a detailed financial budget highlighting each deliverable (**See Scope of Services - Priority 10**) for reviewers to consider.

4.3 Certification Statement

The proposer must sign and submit the Certification Statement (**Attachment D**).

5.0 EVALUATION AND SELECTION

The LASC JAO, with input from an evaluation committee and/or an external technical consulting firm, will evaluate the proposals to determine which, if any, is in the best interest of the LASC JAO.

5.1 Initial Screening

All proposals will undergo an initial review to determine compliance with the requirements listed below:

1. Submission by date specified in **Section 2.4, Timetable for Proposal;**
2. Submission of signed original to the RFP Coordinator as specified in **Section 4.1, Submission of Proposal;**
3. Adherence to formatting requirements as specified in **Section 4.2, Response Format;**
4. Submission of **Attachment D, Certification Statement;**
5. Total cost not to exceed **\$350,000** U.S. dollars.

Proposals found not to be in compliance may be rejected from further consideration.

5.2 Evaluation Criteria

The proposals will be evaluated in light of the following criteria:

5.2.1 Organizational Overview

1. Overall professional and technical expertise of the firm particularly with projects of similar size, scope, and complexity;
2. Qualifications of the individuals to be assigned to the project and the prior experience of the assigned individuals in performing similar activities for other governmental and/or private entities;
3. Demonstrated knowledge and experience in subject area and proposer's ability and prior experience in performing the services, with preference given for demonstrated experience with the Louisiana Court System;
4. Financial stability of proposer's organization;

5.2.2 Approach and Methodology

The explanation of the methodology the proposer will employ to develop a comprehensive solution, including:

1. The approach to and content of the scope of work;
2. The clarity and reasonableness of the overall project strategy and information provided;

3. The proposed timeline and milestones;
4. The innovative concepts being proposed.

5.2.3 Cost

The overall cost to the LASC JAO including the cost for software development, user acceptance testing, implementation, documentation, training and post-implementation support for one year.

5.3 Written or Oral Discussions; References

Following the initial evaluation, the LASC JAO may conduct written or oral discussions with one or more proposers. These proposers may be asked to provide clarification on corporate background and experience, proposed project staff experience, and proposed project approach and methodology. **Substantive changes to proposals will not be allowed during these discussions. They will be conducted strictly for clarification on material already presented in the proposal.** The LASC JAO expects that the Project Manager and Lead System Developer/Architect named in the proposal will take an active and leading role in these discussions. During this phase of the process, the LASC JAO may also elect to contact any or all references of one or more of the proposers.

The LASC JAO reserves the right to enter into an agreement without further discussion of the proposals submitted based on the initial offers received.

5.4 Announcement of Contractor

Upon determination of final selection, a formal announcement of the selected proposer will be made and all proposers will be notified.

ATTACHMENT A: SAMPLE LETTER OF INTENT TO PROPOSE

**Mr. Chris Andrieu
Louisiana Supreme Court
Office of the Judicial Administrator
CMIS Division
400 Royal Street, Suite 1190
New Orleans, Louisiana 70130-8101**

Dear Mr. Andrieu:

In response to your Request for Proposals (**CMIS-CMSCC01**) for the development of the *Louisiana Court Connection*, a court case management data system for criminal, traffic, and civil case proceedings, please accept our intent to submit a formal proposal.

We are aware that a proposers' conference will take place on April 10, 2007 at 10:00 a.m.

This response is submitted by, or on behalf of, the party that will legally be responsible for service delivery.

Authorized Signature: _____

Date: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____

ATTACHMENT B: COVER SHEET

<p><i>SUPREME COURT OF LOUISIANA</i> Office of the Judicial Administrator</p>
--

REQUEST FOR PROPOSALS (RFP) COVER SHEET

RFP# CMIS-CMSCC01

Issue Date: **March 16, 2007**

Title: **LOUISIANA COURT CONNECTION**

Issuer: *Louisiana Supreme Court
Office of the Judicial Administrator
CMIS Division
400 Royal Street, Suite 1190
New Orleans, Louisiana 70130-8101
Tel. (504) 310-2571 Fax. (504) 310-2570*

*Sealed proposals (original and five copies) will be accepted until 4:00 p.m. 5/7/07.
Proposers are requested to also provide an electronic copy (on CD or diskette) of their proposal (in MS-Word or PDF format).*

Proposers are reminded that all proposals submitted in response to this request for proposals, and any contract which might ultimately be agreed upon, will be open to public inspection by any interested person, firm or corporation. Trade secrets or other proprietary information submitted by the proposer will be handled in accordance with the Section 3.7 Proprietary Information.

PROPOSER INFORMATION		
Proposer (Vendor) Name:		
Signature (Required):		Date:
Signatory (Name and Title):		
Address (Street, City, State, Zip Code):		
FEI/FIN #:		
Telephone Number:		Fax:
E-Mail Address:		

Required Form

ATTACHMENT C: CHECKLIST OF RFP BIDDER SUBMISSION REQUIREMENTS

√*	#	Required Item	Page
	1	RFP Cover Sheet – Completed and inked signature?	
	2	Cover Letter - Is a positive compliance statement included?	
	3	Table of Contents	
	4	Checklist	
	5	Technical Proposal	
		Organizational Overview	
		Approach and Methodology	
	6	Cost Proposal (sealed)	
	7	Appendix	
	8	Certification Statement	
	9	Non-Collusion Statement	
	10	Organizational Chart	
	11	Resumes of Key Personnel	
	12	References	
	13	For-profit corporation disclosure of ownership form (Is the Secretary of State stamp visible?)	
	14	Financial audit	
	15	Board resolution – Completed and inked signature?	
	16	Functional Requirement Checklist (see the attached excel spread sheet)	_____

*Please place a check next to each item contained in the RFP

ATTACHMENT D: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT: The LASC JAO requires that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Official Contact name and fill in the information below: (Print Clearly):

Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number: (____) _____ - _____

C. US Mail Address: _____

D. Telephone Number: (____) _____ - _____

By submission of this proposal and authorized signature below, proposer certifies that:

- (1) The information contained in its response to this RFP is accurate;
- (2) Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- (3) Proposer accepts the procedures, evaluation criteria, contract terms and conditions, and all other administrative requirements set forth in this RFP;
- (4) Proposer's quote is valid for 180 days from the date of proposer's signature below.

Authorized Signature: _____

Date: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: (____) _____ - _____

ATTACHMENT E. NON-COLLUSION STATEMENT

This is to certify that the undersigned proposer has neither directly nor indirectly entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____
SIGNATURE

DATE

NAME

TITLE

ADDRESS _____

TELEPHONE NUMBER (____) _____ - _____

FAX NUMBER (____) _____ - _____

ATTACHMENT F: INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES CONTRACT

Please note: The LASC JAO does not consider this sample contract final. The LASC JAO will draft a final contract after reviewing the selected vendor's proposal, including a detailed deliverable schedule reflective of the vendor's proposal. The selected vendor will receive a draft of the final contract when notified of the LASC JAO's selection.

SAMPLE CONTRACT

On this ____ day of _____, 2007, the Louisiana Supreme Court Judicial Administrator's Office (hereinafter LASC JAO) and [*CONSULTANT'S NAME AND LEGAL ADDRESS INCLUDING ZIP CODE*], hereinafter sometimes referred to as the "Contractor" or "[*CONSULTANT NAME*]", do hereby enter into a contract under the following terms and conditions for up to a maximum of three years.

1.0 SCOPE OF SERVICES AND DELIVERABLES

Contractor hereby agrees to furnish the following materials and specified services incorporated herein and made a part of this contract by reference to the attached **Scope of Services**. The Contract will be considered complete when Contractor has delivered and LASC JAO has accepted all materials and services specified in the **Scope of Services**.

2.0 TERM OF CONTRACT

This contract shall begin on [*DATE*] and shall end on [*DATE*]. The LASC JAO has the right to contract for up to a total of three years with the concurrence of the Contractor and all appropriate approvals.

3.0 PROJECT COORDINATOR AND CONTRACTOR'S LIAISON

LASC JAO shall appoint **Chris Andrieu, LASC JAO Chief Information Officer**, as Project Coordinator for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Coordinator shall be the principal point of contact on behalf of the LASC JAO and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

The Contractor will designate one or more persons from his staff who shall have the duty of acting as a point of contact with the LASC JAO to assure the expeditious execution of this agreement.

4.0 BOARD RESOLUTION

The Contractor, if a corporation, shall secure and attach to the contract a formal, dated Board Resolution indicating the Signatory is a corporate representative and authorized to sign said contract.

5.0 COMPENSATION AND PAYMENT TERMS

In consideration of the services required by this contract, LASC JAO hereby agrees to pay to Contractor a maximum fee of *\$[TO BE INSERTED]*. Payments are predicated upon successful completion and written approval by Chris Andrieu, Chief Information Officer, of the described tasks and deliverables as provided in **Section 1.0**. Payments will be made to the Contractor after written acceptance by the LASC JAO of the payment task and approval of an invoice.

The payment terms are as follows:

(ENTER THE PAYMENT TERMS BASED ON MILESTONES)

Eighty-percent (80%) of the allowable payment amount for each milestone will be remitted to the Contractor upon successful completion of that milestone. The remaining 20% will be retained until written acceptance by the LASC JAO of all deliverables provided by the contract, i.e., there will be a 20% holdback of each milestone payment. Upon written LASC JAO confirmation of successful implementation of Phase II (see 1.1 Purpose), one-half of the retained funds will be paid to the Contractor. The remaining retained funds will be paid to the Contractor upon LASC JAO acceptance of the system following the warranty/maintenance period.

6.0 TERMINATION

6.1 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 fifteen (15) 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 fifteen (15) 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.

6.2 TERMINATION AT WILL

The LASC JAO may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor of such termination and negotiating with the Contractor an effective date thereof. The Contractor shall be entitled to payment for services rendered, to the extent work has been performed satisfactorily.

6.3 TERMINATION FOR LOSS OR REDUCTION OF FUNDING

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the Louisiana Legislature and/or the United States Congress. If the Legislature and/or Congress fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose and the effect of such reduction is provided insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

7.0 FREE FROM DEFECTS

Contractor warrants that the application developed hereunder shall be free from defect in design and implementation and will continue to meet the specifications agreed to during application design. 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.

8.0 ORIGINAL DEVELOPMENT

Contractor warrants that all materials produced hereunder will be of original development by the Contractor, and will specifically be developed for the fulfillment of this contract. In the event Contractor elects to use or incorporate in the materials to be produced any components of a system already existing, Contractor shall first notify the LASC JAO, which after whatever investigation the LASC JAO may elect to make, may direct 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 expense and shall furnish written consent of the party owning the same to the LASC JAO in all events. Such components shall be warranted as set forth herein (except for originality) by Contractor and 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.

9.0 OWNERSHIP OF PRODUCT

Upon completion of this contract, or if terminated earlier, the LASC JAO will retain ownership of the software, source code (incremental, incomplete, and complete), data files, documentation, records, worksheets, or any other materials related to this contract. All such software, customizations, records, worksheets or materials shall be delivered to the LASC JAO within fifteen (15) days of the completion or termination of this contract.

The vendor will deliver a copy of the source code at each scheduled deliverable stage (**See Section 1.0**) to Project Coordinator Chris Andrieu, on CD-ROM or USB drive. No deliverable will be accepted without concurrent incremental source code delivery unless instructed otherwise.

10.0 WARRANTY OF NO SURREPTITIOUS, MALICIOUS OR UNAUTHORIZED CODE

Vendor warrants that software provided hereunder will be free from any "Surreptitious, Malicious or Unauthorized Code". "Surreptitious and Malicious 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.

11.0 PATENTS, COPYRIGHT PROTECTION, TRADEMARK, TRADE SECRET OR PROPRIETARY INFORMATION PROTECTION

The Contractor agrees to hold harmless, defend and indemnify at its expense the State of Louisiana, the Supreme Court of Louisiana, the LASC JAO, and their officials, staff, agents, assigns and employees, from and against any and all claims, lawsuits, causes of action, loss, liability, damage, cost or expense of any nature whatsoever, that arise out of or in any way relate to any claim or allegation that the systems, services, or products furnished infringe on a United States patent, copyright, trademark, trade secrets or other proprietary information.

12.0 PERFORMANCE AND ASSIGNMENT

Unless provided for in the contract with the LASC JAO, the prime contractor shall not contract with any other party for furnishing any of the work and professional services herein contracted for without the express written approval of the LASC JAO. In no way shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the LASC JAO for any breach in the performance

of the Contractor's duties. No subcontractor shall complete more than 50% of the prime contractor's deliverables. In addition, no prime contractor is permitted to award 50% or more of their contract funds to any subcontractor. The prime contractor is required to submit a statement in monthly and quarterly reports, regarding the percentage and summary of work fulfilled on a deliverable by a subcontractor.

13.0 SUBSTITUTION OF KEY PERSONNEL

The Contractor's personnel assigned to this Contract may not be replaced without the written consent of the LASC JAO. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the Contractor's reasonable control, the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks.

14.0 RIGHT TO AUDIT

It is hereby agreed that the Legislative Auditor of the State of Louisiana shall have the option of auditing all accounts of Contractor which relate to this Contract. All terms and conditions of The Federal Motor Carrier Safety Administration subgrant number CD05(221) and any additions, deletions or other changes are hereby made a part of and incorporated in this Contract. It is further agreed that the Office of Justice Programs of the U. S. Department of Justice and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this subgrant for the purpose of making audit, examination, excerpts, and transcriptions.

The successful proposer shall maintain all records relating to any contract which is agreed upon for a period of at least three (3) years.

15.0 SECURITY

The Contractor will, at all times, comply with all security regulations in effect which are made known in writing by the LASC JAO to the Contractor. Contractor's personnel will comply with all security regulations in effect at the State's premises, and externally for materials and property belonging to the State or to the project. Contractor is responsible for promptly reporting to the State any known breach of security.

16.0 CONFIDENTIALITY OF DATA

The following provision will apply unless the LASC JAO specifically indicates that all information exchanged will be non-confidential:

All personal, statistical, financial, technical and other data and information relating to the LASC JAO's operation and its constituents which are designated confidential by the LASC JAO and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the LASC JAO. The identification of all such confidential data and information as well as the LASC JAO's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the LASC JAO in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the LASC JAO to be adequate for the protection of the LASC JAO's confidential information, such methods and procedures may be used, with the written consent of the LASC JAO, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

17.0 DISCRIMINATION CLAUSE

The contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and contractor agrees to abide by the requirements of 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, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

18.0 TAXES

Contractor hereby agrees that the responsibility for payment of taxes from the

funds thus received under this Contract and/or legislative appropriation shall be contractor's obligation and identified under Federal tax identification number _____. Any taxes, other than State and local sales and use taxes from which the State is exempt, shall be assumed to be included within the total cost shown in Cost Proposal.

19.0 INSURANCE REQUIREMENT

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana state agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the LASC JAO before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the project coordinator, Chris Andrieu and consented to by the LASC JAO in writing and the policies shall so provide.

Workers' Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the LASC JAO, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the LASC JAO. Such

insurance shall name the LASC JAO as additional insured for claims arising from or as the result of the operations of the Contactor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards, as determined by the LASC JAO, shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

20.0 GOVERNING LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana.

21.0 ENTIRE AGREEMENT CLAUSE

This contract, together with any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter; all prior discussions and negotiations are merged into this contract. This Agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this Agreement and there are no other agreements or understandings changing or modifying the terms.

22.0 AMENDMENTS

Any alterations, 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 and the Contractor.

23.0 SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

24.0 WAIVER

Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by the written consent of both parties.

25.0 HEADINGS

Descriptive headings in this agreement are for convenience only and shall not affect the construction of this agreement or meaning of contractual language.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day of [DATE].

WITNESS SIGNATURES:

LASC JAO SIGNATURE:

By: _____

Title: _____

CONTRACTOR SIGNATURE:

By: _____

Title: _____

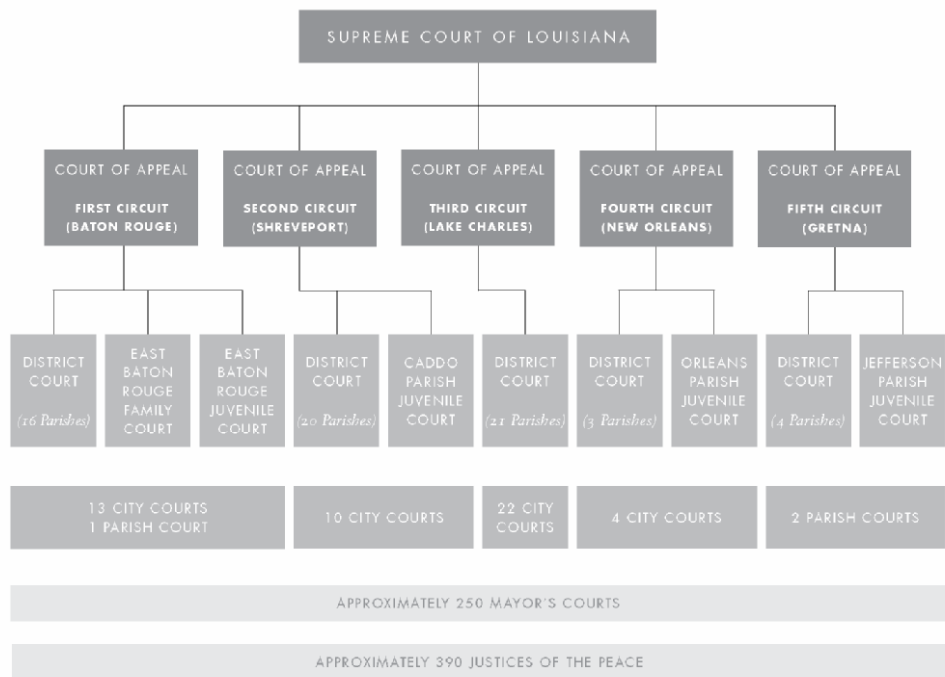
Tax I. D. #: _____

Telephone: (____) ____-_____

Appendix I. Louisiana Courts

LOUISIANA COURT STRUCTURE

JANUARY 1, 2006



Number of Justices and Judges: **7** Supreme Court
53 Courts of Appeal
242 District, Family and Juvenile
(includes 11 Commissioners)
73 City and Parish Courts
375 Total

Appendix II. LOUISIANA'S JUDICIAL SYSTEM – CITY COURTS OVERVIEW

In the Louisiana court structure there are 5 courts of appeal, 65 district and parish courts, 5 family or juvenile courts, 53 city courts and 3 parish courts.

Along with most other states, Louisiana has established the intermediate courts of appeal between the district courts and the Supreme Court. These courts guarantee the right to have almost any trial court decision reviewed by a higher court. Their appellate jurisdiction extends to virtually to all civil and criminal cases triable by a jury, except for those few cases which are directly appealable to the Supreme Court.

A total of 375 judges preside over these Louisiana courts.

District Court

The trial court of general jurisdiction in Louisiana is the district court. District courts generally have authority to handle all civil and criminal cases. Civil cases involve actions to enforce, correct or protect private rights. In general civil cases include all types of actions other than criminal proceedings. In a criminal proceeding a person is charged with a crime and brought to trial and either found guilty or not guilty. The purpose of a criminal case is to punish persons who violate criminal laws.

Juvenile Court

The juvenile courts have exclusive jurisdiction over delinquency cases involving persons under 17 years of age, with the exception of some felony offenses for which 15 or 16 year olds can be bound over to the district courts. Juvenile courts also handle all adoption proceedings of children under the age of 17. Similarly, family courts have jurisdiction over all family matters ranging from delinquency proceedings to divorce and child custody proceedings.

Parish Court

Louisiana's 3 parish courts are distinguishable from city courts only in that they are always staffed by full-time judges and their jurisdiction is a bit broader. Parish courts exercise jurisdiction in civil cases worth up to \$10,000 and criminal cases punishable by fines of \$1,000 or less, or imprisonment of six months or less. Cases are appealable from the parish courts directly to the courts of appeal.

City Court

The city courts are courts of record that process *civil, criminal, traffic, juvenile, and probation matters*. This means that their decisions are reviewed on appeal on the record, as opposed to being tried anew in a higher court. City courts generally exercise concurrent jurisdiction with the district court in civil cases where the amount in controversy does not generally exceed \$15,000. Civil claims include personal injury, contract, landlord-tenant cases, family problems, peace bonds, as well as small-claim cases of \$3,000 or less. In criminal matters, they generally have jurisdiction over ordinance violations and misdemeanor violations of state law. City judges also handle a

large number of traffic cases. Misdemeanors are offenses generally punishable by a fine of not more than \$1,000 and/or a jail term of not more than six months. It is the goal of the court to provide the citizens with an efficient and convenient access to justice.

Criminal/Traffic Division

The criminal/traffic violations division is responsible for maintaining all criminal and traffic charges and records, collecting payment for traffic violations, handling inquiries concerning court dates, fines, and reporting traffic convictions to the Louisiana Office of Motor Vehicles. Criminal records are kept on file indefinitely; this includes DWI's, hit and run, negligent injury and loud music. Traffic records are kept for three years.

Civil Division

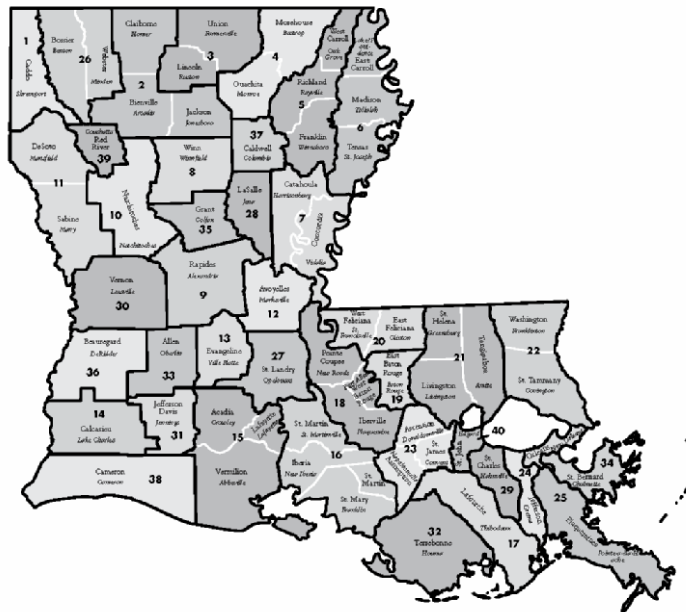
The Court has civil jurisdiction over cases generally involving \$25,000 or less, small claims up to \$3,000 and evictions. Initial filing fees are charged to file civil suits, small claims, evictions and other pleadings.

Probation Office

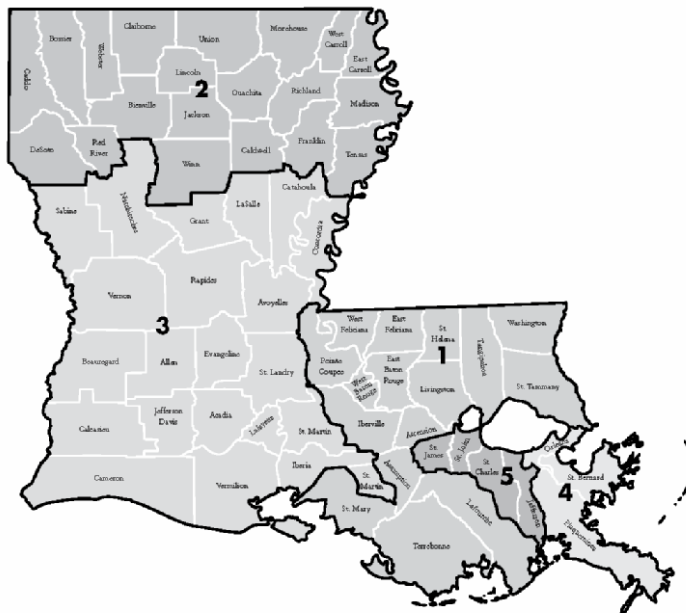
The Probation Office is responsible for supervising persons with misdemeanor criminal offenses and DWI offenders who are placed on probation as a part of their sentencing by the Court. The Probation Officers also serve as liaisons and coordinate probation activities with public agencies and explore the community for available resources for treatment and rehabilitative services for offenders

Appendix III. MAPS

LOUISIANA DISTRICT COURTS
JUDICIAL DISTRICTS



LOUISIANA COURTS
OF APPEAL CIRCUITS



Appendix: IV. GLOSSARY - Definitions and acronyms related to the RFP

ACSS: Automated Case Scheduling System

CMIS: Court Management Information System – the umbrella term for the major information systems used to support Louisiana courts. CMIS includes case management systems for each type of court, and an integrated Financial Management System.

CMIS Division: The Department of Court Management Information Systems of the Louisiana Supreme Court Judicial Administrator's Office

CMS: Case Management System

Louisiana Court Connection: City court case management system, the adult component of which is to be developed in accordance with this RFP.

LASC: The Louisiana Supreme Court

LASC JAO: Louisiana Supreme Court Judicial Administrator's Office

RFP: Request for Proposals

R. S. 12:301-302

§301. Condition precedent to transacting business

No foreign corporation or association, except one which has before January 1, 1969, been granted a certificate of authority to do business in this state which is still valid, shall have the right to transact business in this state until it shall have procured a certificate of authority to do so from the secretary of state. No foreign corporation shall be entitled to procure such a certificate of authority to transact in this state any business which a corporation organized under Chapter 1 or 2 of this Title is not permitted to transact. A foreign corporation shall not be denied a certificate of authority by reason of the fact that the laws of the state or country under which such corporation is organized, governing its organization and internal affairs, differ from the laws of this state.

Acts 1968, No. 105, §1; Acts 1999, No. 342, §5.

§302. Acts not considered transacting business

Without excluding other activities which may not constitute transacting business in this state, a foreign corporation or a business association shall not be considered to be transacting business in this state, for the purpose of being required to procure a certificate of authority pursuant to R.S. 12:301, by reason of carrying on in this state any one or more of the following activities:

A. Maintaining or defending any action or suit, or any administrative or arbitration proceeding, or affecting the settlement thereof or the settlement of claims or disputes.

- B. Holding meetings of its directors or shareholders, or carrying on other activities concerning its internal affairs.
- C. Maintaining bank accounts.
- D. Maintaining offices or agencies for the transfer, exchange and registration of its securities, or appointing and maintaining trustees or depositaries with relation to its securities.
- E. Soliciting or procuring orders, whether by mail or through employees or agents or otherwise, if such orders require acceptance outside this state before becoming binding contracts, including all preliminary incidents thereto.
- F. Creating evidences of debt, mortgages or liens.
- G. Securing or collecting debts or enforcing any rights in property securing the same.
- H. Transacting any business in interstate or foreign commerce.
- I. Conducting an isolated transaction completed within a period of thirty days, and not in the course of repeated transactions of like nature.
- J. Acquiring and disposing of property or a property interest, not as a part of any regular business activity.

K. If the foreign corporation or business association is a mutual savings bank or mutual savings fund society, or a national banking association organized under the laws of the United States of America, or a real estate investment trust as defined by R.S. 12:491 et seq., or a bank or trust company organized under the laws of any state of the United States of America or the District of Columbia, or an insurance company, or a corporation or business association under contract with a real estate investment trust as its advisor, or a corporation or business association chartered and engaged in business as a group insurance and annuity association, or a nonprofit or nontrading corporation or business association, or a corporation or business association all of the outstanding stock of which (except directors' qualifying shares) is owned by one or more such banks, societies, associations, companies or corporations, or a corporation, or business association, bank or trust company acting as a fiduciary or agent of a fiduciary or a nonprofit or nontrading corporation:

(1) Acquiring or making loans, or participations or interests therein, secured, directly or by assignment or pledge of obligations secured by such mortgages, by mortgages on immovable property, or making such loans through, or in participation with, national or state banks having their banking offices in this state or other Louisiana concerns, or modifying, renewing, extending or transferring such loans or security, or accepting substitute or additional obligors thereon.

(2) Maintaining depository or pledge-holder agreements or arrangements with national or state banks having their banking offices in this state, in connection with the taking of assignments or pledges of such loans or security.

(3) Making, collecting and servicing such loans or security through Louisiana concerns engaged in the business of servicing and loans.

(4) Acquiring immovable property securing such loans under foreclosure sale or in lieu of foreclosure, and managing, operating, leasing, selling or otherwise disposing of such property.

(5) Inspecting or appraising immovable property as direct or indirect security for such loans, and negotiating for such loans.

(6) Owning, modifying, renewing, extending, transferring or foreclosing on such loans, mortgages or mortgage notes, or accepting substitute or additional obligors thereon.

L. No foreign corporation or business association of the type described in Subsection K of this section and confining its business operations in Louisiana to the activities described in said Subsection K shall be required to pay any tax or fee required to be paid by foreign corporations or business associations under any law of this state; such exemption, however, shall not include ad valorem taxes assessed against any real property which such foreign corporations or business associations may own in this state. Nothing in this section shall be construed to permit any foreign corporation or business association to do business in violation of the small loan law of this state, nor of the laws of Louisiana governing the organization and operation of homesteads, building and loan associations or societies, or savings and loan associations or societies.

Acts 1968, No. 105, §1. Amended by Acts 1972, No. 751, §1.

RS 42:1101

§1101. Declaration of policy

A. Whereas the people of the state of Louisiana have in Article X, Section 21 of the Louisiana Constitution mandated that the legislature enact a code of ethics for officials and employees of this state and its political subdivisions, the legislature does hereby enact a Code of Governmental Ethics.

B. It is essential to the proper operation of democratic government that elected officials and public employees be independent and impartial; that governmental decisions and policy be made in the proper channel of the governmental structure; that public office and employment not be used for private gain other than the remuneration provided by law; and that there be public confidence in the integrity of government. The attainment of one or more of these ends is impaired when a conflict exists between the private interests of an elected official or a public employee and his duties as such. The public interest, therefore, requires that the law protect against such conflicts of interest and that it establish appropriate ethical standards with respect to the conduct of elected officials and public employees without creating unnecessary barriers to public service. It is the purpose of this Chapter to implement these policies and objectives.

Acts 1979, No. 443, §1, eff. April 1, 1980.

Appendix V: APPLICATION FUNCTIONAL REQUIREMENTS

Functional Requirements Overview

The State requires the proposer to implement a well-structured, Web-based, and user-friendly Louisiana city court case management system. *The vendor will be required to design an integrated system for financial, criminal, civil, traffic, and probation case tracking that provides the following benefits:*

The new system will enable local justice users to manage adult offender cases more efficiently and effectively.

The management of docketing individuals involved with cases, calendaring, case history, traffic violations, vehicles involved in violations, service of process, conditional release from custody, minute entries, documents, evidence, finances, compliance with orders and judgments, continuances, and case closing will be vastly improved.

Justice entities will be able to assess risks, needs, and emerging trends more effectively and to efficiently track cases, person, orders, judgments, confirmation of warrants, the results of adjudications and dispositions, service of process, driver histories, legal documents, and notifications.

Local justice agencies will also be able to plan and use data more effectively to improve pre-dispositional and dispositional sanctions and treatment programs.

This project will enable the Supreme Court, other agencies and stakeholders involved with the judicial system to improve their current reporting to state and federal agencies.

Data sharing among justice agencies and the provision of additional funding requests for technology capable of allowing the electronic sharing and integration of data and information relating to traffic violations, criminal histories, and protective orders.

In addition, the project will also provide, via a Website and in written form upon demand, summary statistical information to the public on the performance of the overall justice system, thus making the system clearer and more accountable to the general public.

Tasks and Services

The Contractor shall be required to successfully perform the following basic tasks:

- a) Louisiana City Court System Analysis
- b) Refinement of Requirements
- c) System Design

d) System Construction and Unit Testing

Tasks a) through d) will be accomplished as part of the first stage of the project.

e) User Acceptance Testing (at a minimum of 2 and maximum of 4 user sites)

f) Training of User Personnel (either at user site or a location within Louisiana)

g) Implementation

h) Post-Implementation Support

Tasks e) through h) will be accomplished as a part of the second stage of the project and will be funded separately from the software development identified in tasks a) through d) contingent upon the availability of funds.

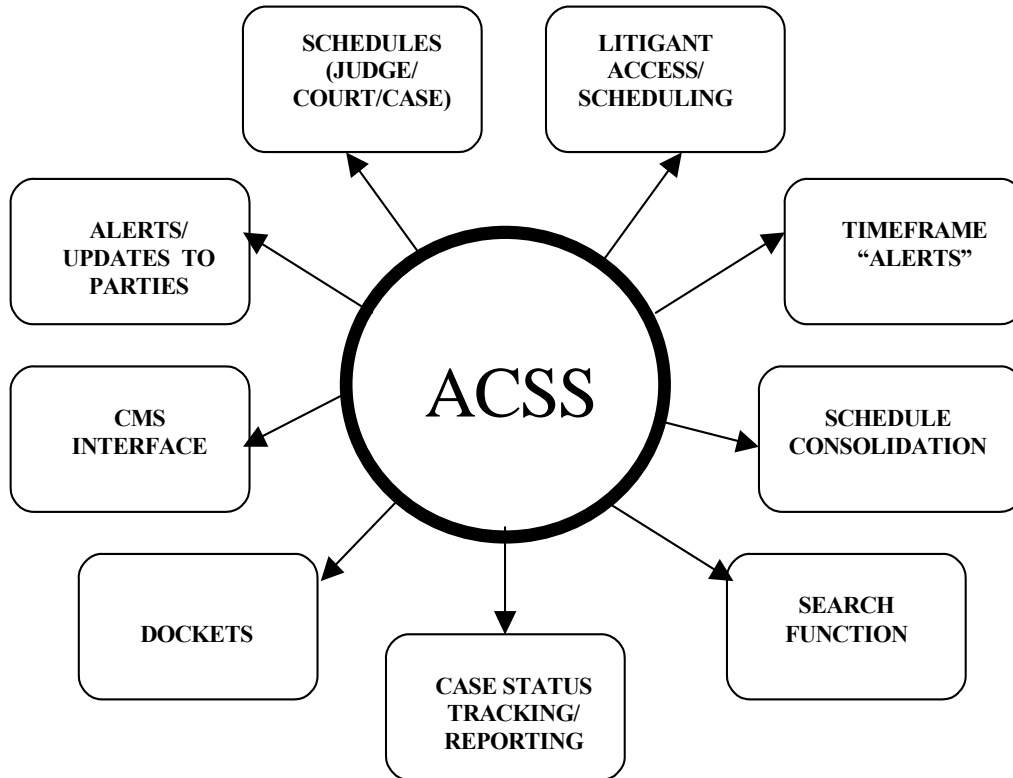
The Contractor shall ensure that the system, once delivered will accurately and completely support all functionality described in **Appendix VI: Application Functionality Requirements Agreement**.

The Contractor shall implement major system functionality and conduct unit testing based on the following priorities:

Automated Case Scheduling System (ACSS) is defined as a statewide information and transaction processing system that provides or allows (PRIORITY 1 and 2):

- Scheduling of cases and other events by next available date-and-time, and by type of case or event.
- Prompts and “alerts” to assist users to schedule consistent with case processing time guidelines.
- Scheduling of blocked or segmented dockets, and by average-time-per-case.
- Mass hearing scheduling and updating (such as for multiple charges in a single case).
- Customization of calendars by individual court to reflect local rules and practices (such as holidays and variable work schedules).
- Compilation and consolidation of separate schedules (such as for a judge sitting in several courts, or for a court with more than one judge).
- User-friendly on-screen display and printing of schedules by time-frame (day, week, and month), by resource (such as by judge and/or by courtroom), and by case type or event type.
- “Browsing” and searching of schedules, including searches by case, event type, attorney, judge, law enforcement officer, plaintiff, and defendant.
- Access controls and security by user category and by case type and event type.
- Elimination of duplicate data entry through integration of scheduling functions with the existing Case Management System (See figure 1).

Figure 1. Key Elements of An ACSS



PRIORITY 1: DOCKETING – INTAKE AND INITIATION

Electronic Intake from

- Law Enforcement
- Office of Community Services (OCS)
- Probation
- District Attorney

Intake from Clerk

- Electronic
- Manual

Proper Venue Identification

Case Type Identification

Capture of Initial Data Elements

- Participant Information
- Case Information

Assignment of Personal Identifiers

- Unique Personal Identifiers

- Other Identifiers

Assignment of Case Identifiers

- Case Number
- Other Identifiers

Assignment of Document Numbers

Indexing of Personal and Case Identifiers, Data Elements and Document Numbers

PRIORITY 2: SCHEDULING

Individual Schedule

Master Schedule

Real Time Calendar

Event Management

Ticklers

Override

PRIORITY 3: DOCUMENTATION GENERATION, TRACKING, AND REPORTING

Document Management

Form Generation and Preparation

Evidence Tracking

File Tracking

Local List Reports

Statewide List Reports

Local Statistical Reports

Statewide Statistical Reports

Ad Hoc and Management Reporting

PRIORITY 4: AUTOMATED MINUTE ENTRY

PRIORITY 5: AUTOMATED FILE CREATION

PRIORITY 6: FINANCIAL MANAGEMENT

Tender Entry

Receipts

Payment and Financial Transaction Tracking

PRIORITY 7: COMPREHENSIVE SECURITY SYSTEM

On-line Security

System Entry Code

Password Verification

Automatic Log Out

Virus Protection

PRIORITY 8: MANUAL FILE MANAGEMENT MINUTE ENTRY

Sentencing Entry

Disposition Entry

PRIORITY 9: ELECTRONIC SUBMISSIONS FROM OUTSIDE AGENCIES

Traffic Records-electronic submission of traffic violations from local police hand held devices.

PRIORITY 10: BARCODING

Software Assessment and Evaluation

The *Louisiana Court Connection* system shall be continuously tested throughout the development process on a module by module basis. Essentially, however, there shall be two stages of assessing and evaluating results:

The *first stage* will involve Alpha, Beta, and Software Quality Assurance (SQA) testing. The Alpha phase involves testing the first functional version of the software to ensure that all of the basic functions are at least being addressed. During the Beta phase, the software is complete enough and stable enough to release it to external users for testing various pre-determined aspects of the

software (basic functionality, user-friendliness, speed, reliability, etc.). SQA testing involves a suite of test cases that are used for testing the quality of the software in terms of certain key elements (recovery characteristics, performance, multi-tasking ability, security, etc.) at designated levels of transactions. This stage will occur before installation of the *Louisiana Court Connection* software at the Supreme Court and initial trainings sessions to be offered at up to four pilot sites.

The ***second stage*** will involve testing during the installation, tailoring, and training phases for the central LASC JAO site and up to four pilot sites to ensure overall software functionality and a reduction of errors and software malfunctions.

Contractor may perform software development activities at the contractor worksite. However, the LASC JAO requires that members of the LASC JAO's Planning Team be directly and frequently involved in all unit testing activities, at a convenient location within Louisiana, as milestones are reached to ensure proper functioning of all system deliverables.

In terms of the scope of this procurement, the selected vendor is responsible for conducting the first and second assessment stages described above.