

SUPREME COURT OF LOUISIANA

RFP LASC 2014-002

REQUEST FOR PROPOSALS FOR TECHNICAL PROGRAMMING SERVICES

I. PURPOSE

The Supreme Court of Louisiana (the “Court”) invites qualified vendors to submit proposals for providing on-demand technical support to existing web and client server applications that are currently being maintained by the IT staff of the Louisiana Supreme Court.

II. SUBMISSION OF PROPOSALS

One (1) original and five (5) paper copies of each proposal, along with one electronic copy in .pdf format, must be **received**, either by hand delivery or by certified mail, no later than **4:00 p.m. (CST) on Friday, June 6, 2014**, at the following address:

Attn: Mr. Douglas Bullock,
IT Manager – Architecture/Applications
The Supreme Court of Louisiana
400 Royal Street, Suite 1190
New Orleans, Louisiana 70130

Any proposals which are received after this deadline will not be considered. All envelopes containing a proposal must bear the name of the entity making the proposal, and must have the following clearly written or typed on the face of the envelope: “Proposal for Technical Programming Services.” **No faxed or emailed submissions will be accepted.**

All questions relative to this request for proposals (“RFP”) should be directed to Douglas Bullock, IT Manager – Architecture/Applications. Mr. Bullock may be reached via telephone at (504) 310-2550 or via e-mail at Doug@lasc.org. As set out in more detail below, all questions should be submitted by **5 p.m. (CST), on Friday, May 30, 2014**. The preferred method of receiving questions is via e-mail. Any oral explanations or instructions shall not be binding. All communications regarding the RFP shall be directed to Mr. Bullock.

The Court specifically reserves the right to reject, in full or in part, all proposals submitted, and/or to cancel this RFP, when such action is in the Court’s best interests. Any contract which may be awarded shall be based upon the proposal which is most advantageous to the Court and its employees, costs and other factors considered. All contracts are subject to the availability of funds.

III. TIMETABLE FOR PROPOSALS

Issue date of RFP	Monday, May 12, 2014
Deadline for receipt of questions	Friday, May 30, 2014
Deadline for receipt of proposals	Friday, June 6, 2014

IV. BACKGROUND

A. Organizational Background

The Supreme Court of Louisiana is the highest court in the State. Its principal office is located in the Parish of Orleans, State of Louisiana. A large majority of Court employees are housed in the 400 Royal Street Courthouse or in other New Orleans locations, along with satellite offices in various locations throughout the State.

B. Office of Information Technology

The Office of Information Technology (“IT”) oversees technology for the Court. IT provides and maintains technology utilized to support the operations of the Clerk of Court as well as those functions and duties performed by the Judicial Administrator’s Office. Its responsibilities include supporting applications used for case and document management, e-filing, legal research, accounting services, and payroll. A statewide database for tracking and managing criminal, civil, juvenile, traffic, and appellate cases receives data from courts statewide into a central repository for analysis, and distributes it to state and federal agencies for entry into their information systems. IT also supports technology used by other Court programs such as the Louisiana Protective Order Registry (“LPOR”), Families in Need of Services (“FINS”) Assistance Program, Drug Treatment Courts, and the Court Appointed Special Advocates (“CASA”) Assistance Program.

IT also makes recommendations, specifies certain requirements, and reviews technology used by other courts in the state. However, since the Louisiana judiciary is a non-unified system, it does not directly support them.

C. Environment, Infrastructure, and Server Technology

The Court maintains a central production data center and a remote Business Continuity hot site. The Court also maintains a number of offices throughout Louisiana that require remote access. WAN connectivity is a mixture of MPLS-VPN circuits and dedicated GRE tunnels over the Internet. In remote offices with slower WAN connectivity, cable modems provide Internet access. WAN transports include DSL, cable, and Metro Ethernet. The LAN at the courthouse provides a switched, gigabit port to each desktop. Microsoft Windows-based servers are used predominantly, and Microsoft Hyper-V is used exclusively for server virtualization. The standard

for relational database deployments is the Microsoft SQL Server family. The Court's website is hosted in-house on a Windows Server 2008 R2 server running Internet Information Services (IIS). Website content is static, although frequently updated and consists primarily of documents in .pdf format which are searchable by visitors to the site.

D. Desktop Operating Systems and Office Suite

All desktop and laptop PCs within the Court currently run Windows 7 Enterprise, SP1. The Microsoft Office Suite (Version 2010) is the standard for all laptops and desktops in the department. The standard browser is Microsoft's Internet Explorer 9 or 10.

V. SCOPE OF WORK

Proposer will provide on-demand technical support to existing web and client server applications that are currently being maintained by the IT staff of the Louisiana Supreme Court. The applications consist of court case management systems, e-filing systems, systems that maintain information on court personnel and systems that gather data for statistical reporting on a statewide basis. The applications were developed for the Court using a combination of in-house staff and contractors using the following technologies and languages:

SharePoint 2010
Visual Studios 2008/2010
MS Access 2007
SQL Server 2008
SQL Reporting Services 2008
IIS 7.0
.Net
Visual Basic
C#
NIEM
XML
Team Foundation Server

Technical support is needed in the following areas:

1. Maintenance of existing applications that are currently in use by both internal and external users. This will include troubleshooting problems found in existing code and fixing errors and/or bugs that are reported by the IT staff and end users.
2. Enhancements to existing applications.
3. Setting up data exchanges / web services between the Louisiana Supreme Court's data systems and other state and federal government agencies.
4. Update or enhance technical and end user documentation as needed for existing applications.

5. Assess current vintage application systems and assist with the migration of these applications and databases to newer technologies (i.e. Visual Studios 2012 & SQL Server 2012) in order to bring them into compliance with standardized practices that have been adopted by the information technology industry.
6. Assist with the Active Directory domain migrations of applications and databases.
7. Assist with application and database performance tuning.
8. Assist with user acceptance testing and deployment of software updates on internal applications as well as external applications that are currently being maintained by third party vendors.
9. Provide transfer of knowledge or training to in-house staff on technologies used as solutions to complete assignments and tasks.

The services will be required primarily Monday through Friday between the hours of 8:00 AM and 5:00 PM. There may be occasional demand for after-hour and weekend support for emergencies or planned upgrades.

For purposes of this proposal, it is anticipated that the following minimum levels of resources and skill sets will be required:

1. One (1) Database Specialist working a minimum of 16 hours per month.
2. One (1) .Net Programmer working a minimum of 32 hours per month.

Resource demand may increase above these levels depending on the number of enhancements and other projects undertaken.

As set out in Section XXIII below, all software developed under any contract awarded pursuant to this RFP will become the property of the Court.

B. Proposer's Responsibilities

The proposer will be responsible for all transportation costs to and from the Court. Upon approval, some work can be done remotely; however, status reports must be given in person at a minimum of once every two weeks.

C. Court Responsibilities

The Court will provide a work area which will include a desktop with the required software. The proposer will be allowed to use a personal laptop provided that it meets the approval of the Court's network administrator.

VI. CONTENTS OF THE PROPOSAL

One (1) original, five (5) paper copies, and one electronic copy in .pdf format of each proposal must be provided.

Your proposal should address each of the areas outlined below and provide the information requested. Your response should include the following:

- A. Cost**
- B. Qualifications**
- C. Availability**

A. Cost

The information regarding Cost should include:

- 1. The hourly rate for the Database Specialist;**
- 2. The hourly rate for the .Net Programmer**

B. Qualifications

The information regarding Qualifications should include, but is not limited to the following:

1. Proposer's Experience and Qualifications

The proposal must set forth a description of the proposer's experience in the areas outlined in Section V, Scope of Work. Please describe your expertise and indicate your number of years of experience in the technical subject matter areas in which we are seeking assistance.

2. Employee and Company Information

The Employee and Company Information should include, but is not limited to, the following:

- Total number of employees
- Year business started
- State of incorporation
- Location of headquarters
- Key Staff
 - Resumes of key staff

3. Proposer's References

Provide at least two references. The Proposer's References shall include, but are not limited to, the following:

- Client name
- Client address
- Contact name
- Technical contact name
- Telephone number
- Email address
- Letters of reference (if available)

Please note that the Court may or may not elect to contact references provided.

4. Financial Stability

Proposer should provide proof of financial stability, as follows

- a. Financial Statements for the most recent three fiscal years – any one of the following is acceptable
 - Balance Sheet
 - Income Statement
 - Profit and Loss Statement

Provide either audited, compiled, or reviewed financial statements. Tax returns may be substituted for financial statements.

- b. Dun and Bradstreet information (if available)
- c. Letters from banks (if available)

C. Availability

Proposer should be prepared to start no later than July 1. Any contract to be awarded is expected to be for a term of one (1) year. Please respond as to your availability to provide the services outlined in Section V, Scope of Work, during this time frame.

VII. EVALUATION CRITERIA

The Court will evaluate all proposals and, if a proposer is to be selected, select a proposer on the basis of the following criteria:

- A. Cost (30 percent)**
- B. Qualifications (40 percent)**
- C. Availability (30 percent)**

VIII. CONTRACT AWARD

The Court reserves the right to enter into a contract without further discussion of the proposal based on the content of the proposals submitted. Ordinarily, nonresponsive proposals will be rejected outright. Nevertheless, the Court may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. If improper revisions are submitted, the Court may elect to consider only your unrevised initial proposal. The Court may also elect to conduct negotiations, beginning with the highest ranked proposer, or seek best and final offers. If negotiations are conducted, the Court may elect to disregard the negotiations and accept your original proposal.

IX. TERM OF INITIAL AGREEMENT

If a contract is to be awarded, the term of said contract is expected to commence as soon as possible following selection of proposer and any contract negotiations, and to be for a term of one (1) year. .

X. PUBLIC NATURE OF PROPOSAL AND PROSPECTIVE CONTRACT

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.

It should be noted and understood that all proposals, contracts and other documents presented in connection with this RFP become the property of the Court.

XI. SUBMISSION OF CONFIDENTIAL INFORMATION AND REDACTION OF PROPOSALS

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 price of providing the requested services 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 and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the Supreme Court shall have the right to use or disclose the data therein to the extent provided in the contract.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL.” All markings must be conspicuous; use color, bold, underlining, or some other method in order to distinguish the mark from the other text. You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. **In addition, you must submit one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy.** The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should:

- a. Reflect the same pagination as the original, and
- b. Show the empty space from which information was redacted

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 Court will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify and hold the Court harmless against all actions or court proceedings that may ensue (including attorney’s fees), which seek to order the Court to disclose the information. If the owner of the asserted data refuses to indemnify and hold the Court harmless, the Court may disclose the information.

XII. COURT DISCRETION

The Court specifically reserves the right to reject, in full or in part, all proposals submitted, and/or to cancel this request for proposals, when such action is in the Court’s best interests. In addition, the Court specifically reserves the right to waive any of the technical requirements of the proposal, when such action is in the Court’s best interests.

Any contract which may be awarded shall be based upon the proposal which is most advantageous to the Court and its employees, costs and other factors considered. All contracts are subject to the availability of funds.

XIII. CHANGES, ADDENDA, WITHDRAWALS

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

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

XIV. COST OF PREPARING PROPOSALS

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

XV. AUDIT OF RECORDS

The State Legislative Auditor or other auditors so designated by the Court shall have the option to audit all accounts directly pertaining to the resulting contract for a period of three (3) years after project acceptance or as required by applicable State or Federal law. Records shall be made available during normal working hours for this purpose.

XVI. RECORDS RETENTION

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

XVII. CHOICE OF LAW

The resulting contract shall be governed by Louisiana law.

XVIII. NO MANDATORY ARBITRATION

The resulting contract shall not contain any provision mandating that the parties submit to arbitration.

XIX. FIXED PRICING REQUIRED

Any pricing provided by proposer shall include all costs for performing the work associated with that price. Except as otherwise provided in this RFP, proposer's price shall be fixed for the duration of any resulting contract. This clause does not prohibit proposer from offering lower pricing after award.

XX. NON-INDEMNIFICATION

Any term or condition is void to the extent it requires the Court to indemnify anyone.

XXI. PUBLICITY

Contractor shall not publish any comments or quotes by Court employees, or include the Court in either news releases or a published list of customers, without the prior written approval of the Court.

XXII. TERMINATION DUE TO UNAVAILABILITY OF FUNDS

Payment and performance obligations under the resulting contract shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be canceled.

XXIII. OWNERSHIP OF SOFTWARE

All software developed under any contract awarded pursuant to this RFP shall become the property of the Court.