

**STATE OF LOUISIANA  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
STATE OF LOUISIANA  
AND  
GCR INC.**

On this 1st day of April, 2013, the State of Louisiana, Department of State, (hereinafter sometimes referred to as the "Department" or "State") and GCR Inc., 5153 Bluebonnet Boulevard, Suite B, Baton Rouge, Louisiana 70809, (hereinafter sometimes referred to as the "Contractor") do hereby enter into a contract under the following terms and conditions.

**1.0 SCOPE OF SERVICES**

Contractor hereby agrees to furnish services to State as specified in Section 3.0.

**1.1 CONCISE DESCRIPTION OF SERVICES**

The Contractor will provide planning, design, programming/development, configuration, installation, problem resolution, analytical and other support services at the Department's discretion for the continued improvement of the ERIN and CORA systems and other functions that support the Department in its mission. The Contractor will provide highly qualified resources to work on tasks identified by the Department. The Contractor is responsible for the identification, assignment, and oversight of all work necessary for the successful completion of the tasks assigned, whether performed by Department or Contractor personnel.

This project primarily focuses on continued development of the ERIN application and to a lesser extent CORA but may also include other .NET programming, business analysis, and SQL server support required by the department.

**1.2 COMPLETE DESCRIPTION OF SERVICES**

A full description of the scope of services is contained in the following Attachments which are made a part of this contract:

- Attachment I – Statement of Work
- Attachment II - Hardware/Software Environment
- Attachment III - Contractor Personnel and Other Resources
- Attachment IV - State Furnished Resources
- Attachment V – Insurance Requirements for Contractors

## **2.0 ADMINISTRATIVE REQUIREMENTS**

### **2.1 TERM OF CONTRACT**

This contract shall begin on May 1, 2013 and shall end on April 30, 2014. State has the right to extend this contract up to a total of three years with the concurrence of the Contractor.

### **2.2 WARRANTIES**

Contractor shall indemnify State against any loss or expense arising out of any breach of any specified Warranty.

A. Period of Coverage. The Warranty period for software and system components covered under this Contract will begin on the date of acceptance or date of first productive use, whichever occurs later, and will terminate three months thereafter.

B. Free from Defects. Contractor warrants that the system developed hereunder shall be free from defect in design and implementation and will continue to meet the specifications agreed to during system design and Contractor will, without additional charge to the State, correct any such defect and make such additions, modifications, or adjustments to the system as may be necessary to operate as specified in the Technical Deliverables accepted by the State.

C. Software Standards Compliance. Contractor warrants that all software and other products delivered hereunder will comply with State standards and/or guidelines for resource names, programming languages, and documentation as referenced in Attachment I.

D. Software Performance. Specific operating performance characteristics of the software developed and/or installed hereunder are warranted by the Contractor as stated in Attachment I.

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

F. No Surreptitious Code Warranty. Contractor warrants that software provided hereunder will be free from any "Self-Help Code". "Self-Help 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 State. Excluded from this prohibition are identified and State-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. "Unauthorized Code" does not include "Self-Help Code".

### **2.3 STAFF INSURANCE**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount included in Section 5.0. For insurance requirements, refer to Attachment V.

### **2.4 LICENSES AND PERMITS**

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract.

### **2.5 SECURITY**

Contractor's personnel will always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. Contractor is responsible for reporting any breach of security to the State promptly.

### **2.6 TAXES**

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is 72-0852541.

### **2.7 CONFIDENTIALITY**

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which becomes 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 State. Contractor shall not be required 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 this Contract, or is rightfully obtained from third parties.

### **3.0 TECHNICAL REQUIREMENTS**

#### **3.1 STATEMENT OF WORK**

Contractor will perform services according to the terms of this Contract and according to the Statement of Work (SOW) in Attachment I.

#### **3.2 CONFIGURATION REQUIREMENTS**

The software system being installed shall be designed and configured by the Contractor to operate within the State's hardware, software, and networking environments as specified in Attachment II.

#### **3.3 PROJECT MANAGEMENT**

Contractor shall provide, at a minimum, the following project management functions:

- A. Provide Project Management - Contractor will provide day-to-day project management using best management practices for all tasks and activities necessary to complete the Statement of Work.
- B Provide Project Work Plan - Contractor shall develop and maintain a Project Work Plan which breaks down the work to be performed into manageable phases, activities and tasks as appropriate. The work plan will identify: activities/tasks to be performed, project personnel requirements (both State and Contractor), estimated workdays/personnel hours to complete, expected start and completion dates. Scheduled completion dates for each deliverable shall specifically be included. Written concurrence of both parties will be required to amend the Work Plan. The Project Work Plan shall be approved by the State before project payments are made.
- C. Provide Project Progress Reports - Contractor shall submit monthly progress reports signed by the Contractor's Project Manager to the State, no later than 10 days after the close of each calendar month. Each progress report shall describe the status of the Contractor's performance since the preceding report, including the products delivered, descriptions of problems encountered with a plan for resolving them, the work to be accomplished in the coming reporting period, and identifying issues requiring management attention, particularly those which may affect the scope of services, the project budget, or the deliverables to be provided by the Contractor. Each report shall identify activities by reference to the Project Work plan.
- D. Provide Time Sheets - Accompanying each Progress Report, the Contractor shall submit time sheets to the State Project Director indicating effort expended and work performed by each member of its or its subcontractors' staff, participating in this contract. Time sheets shall, at a minimum, identify the name of the individual performing the work and the number of hours worked during the period by Work Plan task.

E. Provide Issue Control. Contractor will develop and implement with State approval, procedures and forms to monitor the identification and resolution of key project issues and problems.

### **3.4 QUALITY ASSURANCE REVIEWS**

State reserves the right to conduct Quality Assurance Reviews at appropriate checkpoints throughout the project. Contractor will facilitate the review process by making staff and information available as requested by the reviewers at no additional cost to the State.

### **3.5 CONTRACTOR RESOURCES**

Contractor agrees to provide the following Contract related resources:

A. Project Manager. Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.

B. Key Personnel. Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment III.

C. Personnel Changes. Contractor's Project Manager and other key personnel assigned to this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.

D. Other Resources. Contractor will provide other resources as specified in Attachment III.

### **3.6 STATE PROJECT DIRECTOR**

State shall appoint a Project Director for this Contract who will provide oversight of the activities conducted hereunder. The Project Director is identified in Attachment IV. Notwithstanding the Contractor's responsibility for total management during the performance of this Contract, the assigned State Project Director shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

### **3.7 STATE FURNISHED RESOURCES**

State will make available to the Contractor for use in fulfillment of this contract those resources described in Attachment IV.

### **3.8 STATE STANDARDS AND GUIDELINES**

Contractor shall comply with State standards and guidelines related to systems development, installation, software distribution, security, networking, and usage of State resources described in Attachment I and Attachment II.

### **3.9 ELECTRONICALLY FORMATTED INFORMATION**

Where applicable, State shall be provided all documents in electronic format, as well as hard-copy. Electronic media prepared by the Contractor for use by the State will be compatible with the State's comparable desktop application (e.g., spreadsheets, word processing documents). Conversion of files, if necessary, will be Contractor's responsibility. Conversely, as required, Contractor must accept and be able to process electronic documents and files created by the State's current desktop applications as described in Attachment II.

### **4.0 ACCEPTANCE OF DELIVERABLES**

Contract deliverables will be submitted, reviewed, and accepted according to the following procedure:

A. General. Except where this Contract provides different criteria, work will be accepted if it has been performed in accordance with the applicable specifications for Contractor's work in the Statement of Work, the Request for Proposals, the Contractor's Proposal, and/or as subsequently modified in State- approved design documents developed within this Project, and in the accepted final documentation.

B. Submittal and Initial Review. Upon written notification by Contractor that a Deliverable is completed and available for review and acceptance, the State Project Director will use best efforts to review the Deliverable within five (5) business days after the Deliverable is presented to the State Project Director, but in no event later than ten (10) business days after the Deliverable is presented to the State Project Director. Within the applicable period, the State Project Director will direct the appropriate review process, coordinate any review outside the Project team, and present results to any user committees and/or Steering Committee for approval, as needed. The initial review process will be comprehensive with a view toward identifying all items which must be modified or added to enable a Deliverable to be approved. A failure to deliver all or any essential part of a Deliverable shall be cause for non-acceptance.

C. Notification of Acceptance or Rejection. If no notification is delivered to Contractor within the applicable period, the Deliverable will be considered approved. If State disapproves a Deliverable, State will notify Contractor in writing of such disapproval, and will specify those

items which, if modified or added, will cause the Deliverable to be approved.

D. Resubmitting Corrected Deliverables. With respect to such Deliverables, Contractor will resubmit the Deliverable with requested modifications and the State Project Director will review such modifications within five (5) business days. If no notification is delivered to Contractor within those five (5) business days, the Deliverable is considered approved. If the State disapproves that Deliverable, the State will notify Contractor in writing of any additional deficiencies which result from such modifications and Contractor will resubmit the Deliverable with the requested modifications. The parties agree to repeat this process as required until all such identified deficiencies are corrected or a determination of breach or default is made. The payment by the State for each activity is contingent upon correction of all such deficiencies and acceptance by the State.

## **5.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$2 million per year. Payments are predicated upon demonstrated progress towards completion of tasks and approval by the State. Payments will be made to the Contractor after review or acceptance by the State of the work performed and approval of an invoice. State will make every reasonable effort to make payments within 30 days of the approval of invoice and under a valid contract. Payment will be made only on approval of the Project Director for the Department of State.

During the execution of tasks contained in the Statement of Work, the Contractor may submit invoices, not more frequently than monthly. Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in status reports. Contractor will not be paid more than the maximum amount of the contract.

## **6.0 TERMINATION**

### **6.1 TERMINATION FOR CAUSE**

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

## **6.2 TERMINATION FOR CONVENIENCE**

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date thereof. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

## **7.0 REMEDIES FOR DEFAULT**

Any claim or controversy arising out of the contract shall be resolved by the provisions of LSA - R.S. 39:1524 - 1526.

## **8.0 AVAILABILITY OF FUNDS**

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature 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 to provide 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 have not been appropriated. Such termination shall be without penalty or expense to the State except for payments which have been earned prior to the termination.

## **9.0 OWNERSHIP OF PRODUCT**

Upon completion of this contract, or if terminated earlier, all software, data files, documentation, records, worksheets, or any other materials related to this contract shall become the property of State. All such software, records, worksheets, or materials shall be delivered to the State within thirty days of the completion or termination of this contract.

## **10.0 NONASSIGNABILITY**

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

## **11.0 RIGHT TO AUDIT**

Contractor grants to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, and any other duly authorized agencies of the State where appropriate the right to inspect and review all books and records pertaining to services rendered under this contract. Contractor shall comply with federal and/or state laws authorizing an audit of Contractor's



operation as a whole, or of specific program activities.

## **12.0 RECORD RETENTION**

Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least three years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this contract.

## **13.0 AMENDMENTS IN WRITING**

Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration.

## **14.0 FUND USE**

Contractor agrees not to use funds received for services rendered under this Contract to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

## **15.0 NON-DISCRIMINATION**

Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and 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 obligations when applicable shall be grounds for termination of this contract.

## **16.0 HEADINGS**

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

# 17.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This contract, (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

THIS DONE AND SIGNED on the date(s) noted below

  
CONTRACTOR'S SIGNATURE

March 26, 2013  
DATE

APPROVED  
Office of the Governor  
Office of Contractual Review

MAY 15 2013

  
STATE'S SIGNATURE  
26 March 2013  
DATE

  
DIRECTOR  
for Pamela S. Rice

# **ATTACHMENT I**

## **STATEMENT OF WORK**

### ***Overview***

This project will provide planning, design, programming/development, configuration, installation, problem resolution, analytical and other support services at the Department's discretion for the continued improvement of the ERIN and CORA systems and other functions that support the department in its mission. The Contractor will provide highly qualified resources to work on tasks identified by the Department. The Contractor is responsible for the identification, assignment, and oversight of all work necessary for the successful completion of the tasks assigned, whether performed by Department or Contractor personnel.

This project primarily focuses on continued development of the ERIN application and to a lesser extent CORA but may also include other .NET programming, business analysis, and SQL server support required by the department.

### ***Tasks and Services***

The contract will include but not be limited to such tasks as:

- Develop a pre-election planning and management system that would provide the ability complete the full cycle of activities required for Election Day and early voting commissioners. This would include the ability to track training received by commissioners, randomly select commissioners according to state law, notify those selected to serve, and following service inform them of check issuance.
- Institute direct deposit/ EFT for the 20,000 commissioners and hundreds of vendors used in an election. This will require knowledge of Microsoft Great Plains and its integration product, eConnect. Build supporting web applications and electronic notifications so that payees can check the status of payments.
- Provide functionality to centrally manage poll watchers, alternate watchers and super watchers requested by candidates and other third parties and to provide reports to commissioners of those authorized to monitor precinct activity.
- Collect and manage additional information on polling locations in an effort to develop a better system for drayage Contractors necessary for the delivery and setup of machines to polling locations as well as Election Day emergencies. Data needs to be centrally collected on building superintendents, key custodians, school/church officials, precinct rental owners and managers that may need to be contacted for the opening of buildings or to report problems experienced in the delivery of machines or on election day.
- Implement an Election Day management system that would allow for mobile applications and/or 2 way communication by text messaging with commissioners in charge at the state's 4,267 precincts. This Election Day management system would incorporate GIS mapping so that the state can visually determine what precincts/parishes have not opened timely and what parts of the state are experiencing

problems. This reporting system would enable the state to dispatch resources and resolve problems in a more expeditious manner.

- Develop a dashboard that would allow the state to monitor all systems used for election night results reporting (e.g. ERIN application, 2 web applications, RSS, WAN, LAN, Cloud, Venyu, etc).
- Conduct research to ascertain available best practices currently in use in other states and jurisdictions, to understand methods used to successfully audit election results. Based upon the research, develop a more sophisticated sampling and post-election audit process to be used to verify the integrity of the election results. Among other criteria, the sampling would take into consideration the margin of victory in races to determine the number of precincts requiring more detailed auditing. Following a pilot program, provide appropriate tools and documentation for deployment statewide.
- In order to perform post-election audits, the ERIN system will need to develop an interface with Parish Manager, the voting machine programming and election reporting system. Parish Manager cannot be connected to any network for security reasons and a manual download/upload at specified intervals will be required to maintain a list of the voting machines used in the state and their assignment to precincts.
- Convert the inventory of early, Election Day and paper ballot voting systems along with associated laptops, computers, printers and parts in multiple locations in all 64 parishes (warehouse, clerk's office, ROV office) to the ERIN system. This inventory is currently maintained in a third party software solution which tracks the movement of thousands of pieces of equipment within and between parishes throughout the state. Concurrently, the Department will evaluate the need for barcoding of the equipment to more efficiently manage its movement.
- Continue the development of the geographic information system to include mapping of polling places (as indicated previously) registrar of voter offices, satellite locations used for early voting and voting machine warehouses. This information is critical in planning preventive measures and responding to disasters. Additionally, add the ability to add election districts to the precinct maps that are currently under development.
- The Department must develop a better system to manage the wide variety of public assistance/disability agencies required for compliance with the National Voter Registration Act to include but not be limited to the maintenance/restocking of applications in sufficient quantities as required under the federal law, subsequent transmittal to parish registrars of voters and timely completion of federal reporting requirements. Currently this is a manual process that requires hundreds of man-hours.
- Provide public assistance agencies with technology that can be used to complete the registration process online. This technology is currently being developed for the Office of Motor Vehicles and our goal would be to deploy statewide to NVRA agencies.
- Design and develop a voter kiosk that could be used in public facilities (such as grocery stores, malls) that would provide the ability to securely register to vote or

change registration using our online application, confirm registration status and find ballot information.

- Within the CORA system, develop a web application that can be used to file uniform commercial code (UCC) filings online. UCC provides lenders with statewide information regarding liens on movable, personal property.
- Develop a bulk filing routine for UCC that allows banks and service companies to upload and file multiple documents at once through a secure login available on the web.
- Build a web application that would allow users to buy plain or certified copies of UCC documents filed online or in bulk only.
- Build a UCC web application that would allow users to request and receive informational or certified search results
- Make available to the clerks a method to extract UCC online filing information for import into their in-house systems.
- Make changes as required in the CORA system to integrate UCC online and bulk filings into the systems workflow process.
- Adjust CORA's UCC accounting process to properly segregate web/bulk receipts from those received in the parish clerk of court offices and redesign the billing process to account for the changes the state will require.
- Build a process to deliver UCC verification documents to secured parties electronically (web, email)
- Complete hardware or software upgrades for which the Department needs assistance which may include but is not limited to hardware/software components, database, operating system, .NET framework, developer tools, SharePoint.
- Make changes to ERIN, CORA and other systems required to meet state and federal changes in the law in a timely manner.
- This project may also include additional assistance required by the Department to further automate functions associated with the Elections, Corporations, Museums or Archives Programs and other SOS departments requiring business analysis and custom development.

### ***Project Management and Administration***

The Contractor must utilize an application design methodology that will be followed throughout the duration of the project. The project manager must be fully trained and have working knowledge of the proposed methodology. Project management activities will occur continuously throughout the project and include but are not limited to the following:

- Responsible for the development of project work plans, schedules and budgets along with the State project manager;
- Manage activities of the Contractor and subcontractor personnel;
- Develop and maintain communication and involvement with key state management personnel, and agency officials;
- Resolve project related issues concerning Contractor performance;
- Review key deliverables prepared by Contractor staff prior to submission to State project manager;

- Monitor progress against project work plans, schedules, and budgets;
- Assist in assigned design, conversion and implementation tasks;
- Review final deliverables prepared by the Contractor prior to acceptance testing and quality assurance review; and
- All other duties as reasonably required to assure the successful completion of the Contractor's responsibilities.

### ***Analysis and Design***

In order to achieve the desired functionality within the specified time frame, Contractor must analyze the Department's business, technical and legal requirements, develop programming specifications, supply detailed design documents, provide security, backup and disaster recovery plans/models, and define hardware and software specifications.

### ***Development***

Provide development services in support of state staff to include programming, configuration, customizing, and modification of data/information structures necessary to meet the identified functionality. Perform database administration and other software or network configuration as required to meet performance metrics established by the Department. Establish and implement proper version control policies and procedures.

### ***Installation and Testing***

Install software components required for the application. Provide technical assistance on hardware installation and configuration as necessary to meet application-specific requirements. Conduct unit, integration and system testing for business processes and volume/stress testing to include simulation necessary for statewide deployment of all planned functionality. Identify and resolve any performance bottlenecks. Test system, application and website security; test backup and disaster recovery plans.

### ***Training and Documentation***

Provide necessary updates or revisions to the user guide as the modules are developed to the Department staff responsible for maintaining these manuals. Provide training/mentoring to the state implementation team on commercial off the shelf applications or tools included as part of this proposal (does not include instructor led or online training on Visual Basic.NET, Visual Studio.NET, SQL Server or ESRI GIS, SharePoint for which the Department has secured training outside of this contract).

### ***Knowledge Transfer***

Prepare state staff before implementation to assume responsibility for continued support and enhancement of the new functions through mentoring and on-the-job knowledge transfer. Provide system documentation for any procedures required for ongoing maintenance, including documentation of all customization, configuration and customer-specific development along with procedures for the subsequent enhancement of the system(s).

### ***Implementation/Deployment Management***

Develop and execute a plan to manage the process by which the changes or enhancements to the application will be deployed. The written plan should include a detailed listing of all release steps required for deployment along with responsible parties. Execute the plan accordingly and resolve any issues as required to minimize adverse impact on the user community.

### ***Post Implementation Support***

Three months of post implementation support for each assigned project/task is required to quickly resolve any issues that may arise after deployment to the user community. This support will provide successful resolution of any system problems, implementation issues, and will aid in the transitioning of support to Department staff.

### ***Deliverables***

Deliverable	Description
Project Standards Document	A project standards document will be delivered within 90 days of the contract begin date that addresses the following key issues: Communication Plan Documentation Requirements Issue Management Plan Scope Management Plan Risk Management Plan Planning and Monitoring Standards Quality Assurance Checkpoints
Project Plan	For each major project, initiative or task assigned, the Contractor will provide an implementation plan that includes all required sub tasks, deadlines, responsible parties and milestones.
Functional Systems Requirements	For each major project, initiative or task assigned, provide Functional System Requirements. Contractor will perform necessary information gathering and analysis tasks and develop a Functional Systems Requirements document that incorporates the business requirements of the State. The narrative should communicate the context of the work to be performed and the deliverable to be provided.
Technical Design Documents	For tasks assigned that require a modification to the existing technical infrastructure, provide a Technical Design/Technical Architecture Assessment Report. Contractor will perform necessary technical design tasks including the development of hardware/software specifications and any specific configuration requirements. For any new hardware/software components, a network and application security model,

	with any procedures required for the successful operation of new hardware/software components added to the system including backup and disaster recovery procedures where applicable.
Post Implementation Support	Provide post implementation support to the State for 3 months and successfully resolve problems identified following any new development or modification to the system.

### ***Functional Requirements***

Extensive documentation regarding the state's elections, corporations, museums and archives business processes and programs can be found on the website at <http://www.sos.la.gov>.

The Department of State has primary responsibility for conducting any election held in any recognized jurisdiction in the state. Accordingly, deployments require consideration of the election schedule and its many changes throughout the year. As an example, the department would not allow changes to the commissioner pay system within 60 days of an election as clerks of court begin this process within that window. The ERIN system provides virtually every critical function required to conduct an election with the single exception of the voting machines and the systems which operate these machines. The Contractor is not allowed to make any changes to the systems which operate the machines or the machines themselves as this is the exclusive domain of the voting machine vendor, Dominion Voting Systems. However, there are multiple interfaces currently (ballot layouts, paper ballot upload, button number assignments, early voting card activator and results cartridge upload) which require collaboration to provide desired functionality. Voting systems require extensive federal certification and virtually no changes are allowed even if completed by Dominion.

The Commercial Division is responsible for registration of businesses, service of process (lawsuits) on select companies, the first stop shop and uniform commercial code filings. This section also has peak periods of activity surrounding new registrations and annual report filings for which deployments are restricted. Corporations has been very successful in transitioning over 60% of its filings to an online process. While all corporate filings eligible for online filing will be completed by the contract begin date, no work has been done on uniform commercial code filings.

### ***Technical Requirements***

Attachment II contains a detailed description of the state's hardware and software environment and technical requirements.

### ***Project Requirements***

The State expects, and the Contractor shall agree to provide work and deliverables, which conform to high professional standards. Contractor and State Project Manager agree to a detailed list of deliverables including, when necessary, specifics of format and content. All deliverables will be evaluated prior to acceptance to confirm that they meet requirements.



The State and the Contractor will identify, establish, and document the basic standards and procedures for the project utilizing guidelines provided by the State. The standards document will form part of the project plan and should be made available to all project team members. Some of the key issues that need to be included:

- Communication Plan
- Documentation Requirements
- Issue Management Plan
- Scope Management Plan
- Risk Management Plan
- Planning and Monitoring Standards
- Quality Assurance Checkpoints

### ***Implementation Approach***

Due to the scope and complexity of the development effort, the State has elected to use a multi-phase approach for this project. The State has specified the proposed number, make-up and sequence of the implementation phases to be as follows:

- |         |  |
|---------|--|
| Phase 1 | Build and implement programs for pre-election planning and management and NVRA agency management and online processing. Complete all identified new functionality for UCC. |
| Phase 2 | Election day management, election auditing and GIS improvements  |
| Phase 3 | Inventory management, kiosks, hardware and software upgrades.  |
- Note: this assumes the SQL 2012 upgrade was completed prior to the contract beginning date – if not completed, this will move to Phase 1.

Some of the phases listed above will overlap.

### ***Team Organization***

To ensure the success of this project, the State desires a fully integrated project team at all levels. Contractor resources are expected to provide experience and expertise in implementing state of the art solutions. State resources will bring functional knowledge of current business processes and technical knowledge of the existing systems and application environment.

The State will be making a major commitment of time, personnel, and funds to the success of this project. The various roles that state personnel will play in this project have been identified with two key goals in mind:

- To ensure the continued success and development of department applications.
- To develop the personnel resources necessary to continue the success of the system once the Contractor's involvement has ended.

The State's staffing commitments for the project should not be considered indicative of either the level of effort required for a project or the complexity of that effort. One of the key roles the state will play will be to monitor progress of the project. The establishment of standards, the acceptance testing process, and a quality assurance program will be utilized to ensure that upon

departure of the Contractor, the state is left with a system that meets its functional and technical requirements. This does not in any way diminish the Contractor's responsibility for task management.

The State also expects to actively participate in the effort to complete the deliverables and project. State personnel will provide knowledge of business requirements, operational application data, and technical knowledge of the application development environment. They are prepared to perform tasks assigned for system design, programming, database administration, procedure development, software and hardware configuration, and other customary work of a systems development project. They are also available to act as facilitators in resolving any problems the Contractor encounters that may impede the progress of the project.

Once the project is complete, there may no longer be on-site Contractor personnel to maintain and support the system. At that point, the State must have established a broad base of expertise in the tools and the application. The support staff must have the knowledge necessary to perform continued system development and provide on-going user support and training. The State's technical staff will need the expertise to maintain the related processes, administer system databases, and maintain application software. With this in mind, it will be necessary for state personnel to have meaningful roles in every aspect of the project lifecycle.

### ***State Resources***

The department will make available the resources described in Attachment IV – State Furnished Resources to the Contractor for the Contractor's use in fulfillment of this contract.

### ***Project Work Schedules***

The Contractor will ensure the schedules of the proposed project consulting staff have been designed to guarantee timely completion of deliverables and adequate coverage that is acceptable to the State. The Contractor will be expected to maintain an up to date work plan of all project tasks, activities and resources including estimated start and completion dates, actual start and completion dates, estimated task hours, and completion percentage for all in-process tasks. It is envisioned that the project work plan will be revised from time to time as provided in this contract and that it will incorporate all tasks, activities and resources, other than work performed by State personnel as part of their on-going, non-project responsibilities needed to complete the project.

### ***Reporting Process and Frequency***

Status reports will be provided to the State no less than monthly. At a minimum, status reports will include tasks completed during the time period by the project team, tasks delayed, reasons for delay, and tasks in-progress. This report will be delivered to the State's project manager by close of business within three business days after the end of the period covered.

### ***Issue Resolution***

The Contractor will use techniques that will enable them to quickly spot potential issues and initiate proper corrections before these issues become major problems. The Contractor will routinely monitor progress against key project milestones and provide important information for identifying schedule and resource problems. The status reporting process will provide an

effective forum for alerting all key personnel to potential issues and for planning and initiating follow-up actions.

### ***Performance Measures***

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the Contractor's performance against the criteria in the Statement of Work. The State Project Director will review all methodology, project plans and work product of Contractor and use the following criteria to measure the performance of the Contractor:

- Availability of Contractor's functional and technical staff to perform the task orders.
- Adequate testing by the Contractor of system components to ensure that State requirements are being met and components are error free.
- Implementation of a functioning system, which meets the State's specified requirements for ERIN, CORA or other departmental systems for which the Contractor has been assigned tasks.

### ***Monitoring Plan***

The State Project Manager will monitor the services provided by the Contractor and the expenditure of funds under this contract. The staff person who will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance will be the State Project Director.

The performance of the Contractor will be monitored by:

- Completing design components according to schedule.
- Reviewing completed design components to ensure that all requirements were met.
- Verifying Contractor is supervising and directing department employees in testing system components developed by the Contractor to ensure components are error free.

Verifying monthly Contractor invoices, time sheets, and task breakdowns to determine if billing for work completed is accurate.

### ***Quality Assurance***

Quality Assurance reviews are conducted periodically throughout the course of a system's lifecycle. The Contractor will be required to cooperate with the State's quality assurance team, the process in general, and to abide by the results of the reviews.

## **ATTACHMENT II HARDWARE/SOFTWARE ENVIRONMENT**

The Department has standardized its PC environment with Microsoft Windows 7, Microsoft Office 2010 and an Ethernet local/wide area network. Microsoft Office is installed for Departmental employees. The ERIN and CORA applications are used primarily by registrars of voters and clerks of court who may or may not have these products installed. Accordingly, Department applications cannot rely on the installation of any Office products.

Windows Server 2008 & 2012 are currently in use by the Department. Upgrades to the operating system may be required in the near future.

ERIN currently utilizes SQL Server 2012 running in a virtualized Windows 2012 environment. The application uses the 4.5 .NET framework and Visual Studio 2010. CORA currently utilizes SQL Server 2008R2 running in a virtualized Windows 2008 environment. The application uses the 4.0.NET framework and Visual Studio 2010. An upgrade to SQL Server 2012 is planned and other upgrades may be required.

Development and test systems are located in the Information Services Building in downtown Baton Rouge. Production systems are located at Venyu in Baton Rouge. Backups occur across the metro Ethernet connection between the 2 sites. The Department's website is hosted at Venyu in Bossier City.

ERIN and CORA utilize smart clients installed locally on computers in order to minimize bandwidth requirements. Clerks of court utilize the smart client hosted in a Citrix environment. Solutions delivered require low bandwidth as the Department's extensive WAN is not designed to support high bandwidth utilization. Numerous web applications are deployed for the public.

The Department limits its technical environment to Microsoft products to the greatest degree possible. Other products are often required for implementation of the desired functionality (examples – Flex, ESRI ArcGIS, Citrix). The Department's consent to use other products for which we do not currently own licensing or to add licenses to existing products will not be unreasonably withheld unless the proposed item is cost prohibitive, requires procurement in a short period of time or its implementation is not in the best interest of the State. Given the extensive investments in software and hardware to date, limited flexibility will be allowed to make wholesale environment changes.

Relevant software currently in use by the Department of State includes:

- Office 2010 Professional
- Windows 7
- Exchange 2010
- Windows Server 2008 x64 & 2012
- Microsoft Clustering Services (Windows and SQL)
- Active Directory
- IIS
- VMWare ESX 3.5

SQL Server Enterprise & Developer Editions  
     Enterprise used for production applications and the website, developer editions  
     used for DEV and TEST  
 Adobe Flex  
 Microsoft Reporting Services 2008 (ERIN only)  
 Microsoft SharePoint Server 2007 & 2010 for Enterprise  
 RedGate SQL Server Backup Professional  
 RedGate SQL Toolbelt  
 LLBL GenPro (Data Access Layer) Version 2.6  
 .NET Framework 4.0  
 Microsoft Team Foundation Server  
 Visual Studio 2010 Team Suite  
 Microsoft Visio (where required)  
 Active Reports for .NET Standard Edition V3.0 SP2 Developer License  
     (Used exclusively in CORA and in ERIN only for reports/documents exceeding  
     2000 pages in length)  
 Neodynamic Barcode Professional 2.0 for SQL Server Reporting Services  
 Microsoft Great Plains version 10 & eConnect  
 LeadTools DotNet 32 with Bar Code Module  
 ESRI ArcGIS  
 ESRI Developer Network (EDN) with ArcEditor  
 Help and Manual – Used for development of User Training  
 TNT – Used for screenshots in User Training  
 DotNetNuke – Department's current website  
 Dominion Voting Systems WinEDS  
 Citrix Presentation Server 4.5  
 UltraEdit 32  
 Adobe Acrobat Professional  
 Java – only for the maintenance of the Android GeauxVote Mobile App  
 Objective C - only for the maintenance of the iPhone GeauxVote Mobile App

Detailed hardware specifications will be provided to the Contractor upon request. In general, the Department's equipment is sized so as to eliminate hardware as the source of any performance issue. Additional hardware will not be allowed to substitute for poor application design. Performance must meet acceptable standards.

Direct access to the ERIN Application from the internet is not allowed under any circumstance. A variety of methods are in use to push data but no service is allowed to pull data. CORA allows for the utilization of web services as its security requirements are not as rigorous as ERIN. Two totally separate technical environments support these applications and their unique security needs. All Departmental web applications are required to utilize the web application firewall.

The Contractor shall provide their own PC hardware and software for project team members. Any equipment to be made operable on the Department's network shall be reviewed and tested by state staff prior to its use. It is mandatory the Contractor maintain this equipment in accordance with commonly accepted security best practices (e.g. up to date Windows patches,

**ATTACHMENT III**  
**CONTRACTOR PERSONNEL AND OTHER RESOURCES**

**1.0 CONTRACTOR PERSONNEL**

The following individuals are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:

Name	Classification	Rate	Availability	Duration
Angele Romig	Project Director/Manager	\$108.50	As Required	Term of engagement
Jim Darragh	Project Director/Manager	\$108.50	As Required	Term of engagement
Susan Wattigney	Project Director/Manager	\$108.50	As Required	Term of engagement
Kristin Arabally	Project Director/Manager	\$108.50	As Required	Term of engagement
Brian Harrison	Senior Database Administrator	\$95	As Required	Term of engagement
Jim Rogers	Senior/Lead Developer	\$98	Full Time	Term of engagement
John Koehl	Senior/Lead Developer	\$98	As Required	Term of engagement
Eric Piazza	Senior/Lead Developer	\$98	Full Time	Term of engagement
Laura Steiner	Senior/Lead Developer	\$98	Full Time	Term of engagement
Lance Boudreaux	Senior/Lead Developer	\$98	Full Time	Term of engagement
Jay Pelegrin	Senior/Lead Developer	\$98	As Required	Term of engagement
Boyd Davezac	Staff Developer	\$92.50	Full Time	Term of engagement
Chongyang Man	Staff Developer	\$92.50	Full Time	Term of engagement
Chris Spring	Staff Developer	\$92.50	As Required	Term of engagement
Richard Poche	Staff Developer	\$92.50	As Required	Term of engagement
Susan Wattigney	Business Analyst	\$90	As Required	Term of engagement
Kristin Arabally	Business Analyst	\$90	As Required	Term of engagement
William Cody	Business Analyst	\$90	As Required	Term of engagement

TBD	Project Director/Manager	\$108.50	As Required	As Required
TBD	Senior Database Administrator	\$95	As Required	As Required
TBD	Senior/Lead Developer	\$98	As Required	As Required
TBD	Staff Developer	\$92.50	As Required	As Required
TBD	Business Analyst	\$90	As Required	As Required

## 2.0 PC WORKSTATIONS

Contractor will provide their own workstations, any workstation resident software and maintenance thereof.

## 3.0 NETWORK CONNECTIVITY

Any Contractor-provided workstations or devices to be connected to the State's network, must comply with State network and security standards. Contractor must provide the hardware components, operating system, and software licenses necessary to function as part of the State network. All hardware and software must be reviewed before it is used on the Local Area Network, and may be made operable on the Local Area Network with written approval of the State.

## **ATTACHMENT IV STATE FURNISHED RESOURCES**

The Department will make the resources described below available to the Contractor for the Contractor's use in fulfillment of this contract.

### **Project Director**

The Department will appoint the Department's IT Director or designee to provide oversight of the contract and activities conducted by the Contractor.

### **Project Manager**

The Department will appoint project managers with experience in the successful implementation of complex projects. The project managers will also possess knowledge of the operational environment.

### **Functional and Technical Staff**

The State will provide:

- timely access to State Agency staff (including scheduling of meetings) and available documentation required to complete each of the assigned tasks.
- personnel with knowledge of the business process and associated legal requirements as required.
- a minimum of 5 full time programming resources (with .NET experience) to work during the life of the project. Technical support personnel will be available as required. A total of 8 functional and technical employees may work on the application(s); however, other Department priorities will impede their ability to commit to this task for 100% of their time.

These employees will generally possess a broad base of knowledge across all areas of department systems, and varying degrees of system administration and programming experience. Reasonable access to other personnel on a limited basis will be coordinated through the Project Manager.

### **Office Facilities**

The State will provide reasonable and normal office space, basic office furniture, supplies, local telephone service, LAN connection, and limited usage of copiers and fax machines. The terms and conditions for remote access to the Department's network can be negotiated.



**Computer Facilities**

The State will make use of computer systems available at reasonable times and in reasonable time increments to support system development, test, and installation activities.

Special facility requirements, such as stress testing shall be addressed in the appropriate planning documents or documented by the Contractor in a memorandum.

Any State resources furnished to the Contractor shall be used only for the performance of this contract.

## **ATTACHMENT V**

### **INSURANCE REQUIREMENTS FOR CONTRACTORS**

#### **1.0 MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".
2. Insurance Services Office form number CA 0001 (Ed 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

#### **2.0 MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

#### **3.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

#### **4.0 OTHER INSURANCE PROVISIONS**

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

##### **1. General Liability and Automobile Liability Coverages**

a. The Agency, its officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

b. Any failure to comply with reporting provision of the policy shall not affect coverage provided to the Agency, its officers, officials, employees Boards and Commissions or volunteers.

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

##### **2. Workers' Compensation and Employers Liability Coverage**

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

##### **3. All Coverages**

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

#### **5.0 ACCEPTABILITY OF INSURERS**

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

#### **6.0 VERIFICATION OF COVERAGE**

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **7.0 SUBCONTRACTORS**

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

**STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION  
BA-22 (REV. 09/2005)**

Date: 3/25/2013  
Agency Name: Secretary of State  
Agency BA-22 #: 1

Dept/Budget Unit: 04-139  
OCR/CFMS Contract #: 720481  
Agency Contract #: \_\_\_\_\_

Fiscal Year for this BA-22: 2013-2014 BA-22 Start/End Dates: 07/01/13 04/30/14  
(Start Date) (End Date)

Multi-year Contract (Yes/No): \_\_\_\_\_ If "Yes", provide contract dates:  
Yes 05/01/13 04/30/14  
(Start Date) (End Date)

Gregory C. Rigamer and Associates, Inc.  
(Contractor/Vendor Name)

(Contractor/Vendor No.)

Contract entered to provide continued development of the ERIN/CORA applications and other .NET programming and SQL server support required by the department.  
(Provide a statement of "Services Provided")

Contract Amendment (Yes/No): No Amendment Start/End Dates: \_\_\_\_\_  
Contract Cancellation (Yes/No): \_\_\_\_\_ Date of Cancellation: \_\_\_\_\_  
(Start Date) (End Date)

(Provide rationale for amendment or cancellation)

Information is to be provided at the Agency level

MEANS OF FINANCING	AMOUNT			
	Current Year	%	Total Contract	%
State General Fund	\$0	0.0%	\$0	0.0%
Interagency Transfers	\$0	0.0%	\$0	0.0%
Fees and Self Gen.	\$400,000	23.5%	\$400,000	23.5%
Statutory Dedication	\$1,300,000	76.5%	\$1,300,000	76.5%
Federal	\$0	0.0%	\$0	0.0%
<b>TOTALS</b>	<b>\$1,700,000</b>	<b>#####</b>	<b>\$1,700,000</b>	<b>100.0%</b>

Specify Source (i.e., Deductions, Donations, etc.) and provide details, including source, etc.  
Are revenue collections for funds utilized above in line with budgeted amounts? (Yes/No) Yes  
If not, explain.

Information is to be provided at the Agency level

Name of Object Code/Category:	OC/Professional Services
Object Code/Category Number:	3740
Amount Budgeted:	\$1,700,000
Amount Previously Obligated:	\$0
Amount this BA-22:	\$1,700,000
Balance:	\$0

The approval of the aforementioned contract will not cause this agency to be placed in an Object Category deficit.

Agency Contact: \_\_\_\_\_  
Name: Steve Hawkland  
Title: Deputy General Counsel  
Phone: 225/922-0900

Reviewed/Approved By: Shanda L. Jones  
Name: Shanda Jones  
Title: Accountant Administrator  
Phone: 225/822-1229

**FOR AGENCY USE ONLY**

AGENCY	PROGRAM	ACTIVITY	ORGANIZ.	OBJECT/SUB-OBJECT	REPT CAT	AMOUNT
139	200		2004	3740/IT	8201	\$280,000
139	200		2002	3740/IT	8102	\$1,020,000
139	500		5003	3740		\$400,000

**STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION  
BA-22 (REV. 09/2005)**

Date: 3/25/2013 Dept/Budget Unit: 04-139  
 Agency Name: Secretary of State OCR/CFMS Contract #: 720481  
 Agency BA-22 #: 7 Agency Contract #: \_\_\_\_\_

Fiscal Year for this BA-22: 2012-2013 BA-22 Start/End Dates: 05/01/13 06/30/13  
 (mmy-yy) (Start Date) (End Date)

Multi-year Contract (Yes/No): Yes If "Yes", provide contract dates:  
05/01/13 04/30/14  
 (Start Date) (End Date)

Gregory C. Rigamer and Associates, Inc.  
 (Contractor/Vendor Name)

(Contractor/Vendor No.)

Contract entered to provide continued development of the ERIN/CORA applications and other .NET programming and SQL server support required by the department.  
 (Provide a statement of "Services Provided")

Contract Amendment (Yes/No): No Amendment Start/End Dates: \_\_\_\_\_  
 (Start Date) (End Date)  
 Contract Cancellation (Yes/No): \_\_\_\_\_ Date of Cancellation: \_\_\_\_\_

(Provide rationale for amendment or cancellation)

**This information is to be provided at the Agency Level**

MEANS OF FINANCING	AMOUNT			
	Current Year	%	Total Contract	%
State General Fund	\$0	0.0%	\$0	0.0%
Interagency Transfers	\$0	0.0%	\$0	0.0%
Fees and Self Gen.	\$0	0.0%	\$0	0.0%
Statutory Dedication	\$300,000	#####	\$300,000	100.0%
Federal	\$0	0.0%	\$0	0.0%
<b>TOTALS</b>	<b>\$300,000</b>	<b>#####</b>	<b>\$300,000</b>	<b>100.0%</b>

Specify Source (i.e., grant, net, etc.) and indicate amount and source type and source, etc.  
 Are revenue collections for funds utilized above in line with budgeted amounts? (Yes/No) Yes  
 If not, explain. \_\_\_\_\_

**This information is to be provided at the Agency Level**

Name of Object Code/Category:	OC/Professional Services
Object Code/Category Number:	3740
Amount Budgeted:	\$300,000
Amount Previously Obligated:	\$0
Amount this BA-22:	\$300,000
Balance:	\$0

The approval of the aforementioned contract will not cause this agency to be placed in an Object Category deficit.

Agency Contact:  
 Name: Steve Hawkland  
 Title: Deputy General Counsel  
 Phone: 225/922-0900

Reviewed/Approved By: Shanda C. Jones  
 Name: Shanda Jones  
 Title: Accountant Administrator  
 Phone: 225/922-1229

**FOR AGENCY USE ONLY**

AGENCY	PROGRAM	ACTIVITY	ORGANIZ	OBJECT/SUB-OBJECT	REPT CAT	AMOUNT
139	200		2004	3740/IT	8201	\$300,000

UNANIMOUS WRITTEN CONSENT  
OF THE  
BOARD OF DIRECTORS  
OF  
GCR INC.

The undersigned, being each of the members of the Board of Directors (the "Board") of GCR Inc., a Louisiana corporation (the "Company"), do hereby consent to the adoption of the following resolutions by written consent and direct that this consent be placed in the minutes of the Company:

RESOLVED, that Angele Romig in her capacity as Vice President-State and Community Solutions, has the authority to execute for and on behalf of the Company the contract and contract proposals for the State of Louisiana, Department of State, except for those contracts or contract proposals with a time and materials price exceeding Two Million (\$2,000,000.00) dollars in revenue; and be it further

RESOLVED, that this consent may be executed in one or more counterpart copies which, when signed by members of the Board, shall be effective and taken together shall be one and the same instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned, being each a member of the Board of Directors of the Company, have hereunto set their hand as of the 24 day of January, 2013.

  
\_\_\_\_\_  
Director

Paul M Caliendo  
\_\_\_\_\_  
[print name]

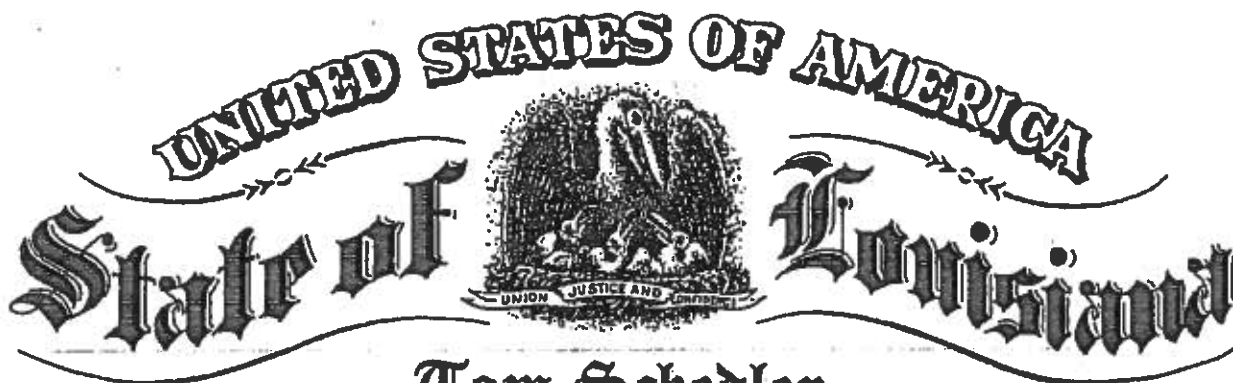
  
\_\_\_\_\_  
Director

Greg Figamer  
\_\_\_\_\_  
[print name]

  
\_\_\_\_\_  
Director

Michael Flores  
\_\_\_\_\_  
[print name]





**Tom Schedler**  
SECRETARY OF STATE

*As Secretary of State of the State of Louisiana I do hereby Certify that*  
the attached document(s) of

**GCR INC.**

are true and correct and are filed in the Louisiana Secretary of State's Office.  
41122323 Disclosure of Owne 03/22/2013 1 page

In testimony whereof, I have hereunto set my  
hand and caused the Seal of my Office to be  
affixed at the City of Baton Rouge on,

March 25, 2013

*Secretary of State*

JM32506310D



Certificate ID: 10365529#LUL73

To validate this certificate, visit the following  
web site, go to Commercial Division,  
Certificate Validation, then follow the  
instructions displayed.  
[www.sos.louisiana.gov](http://www.sos.louisiana.gov)

Tom Schedler  
Secretary of State



## DISCLOSURE OF OWNERSHIP

(R.S. 12:25 E, 12:205 E and 12:304 A (II))

Enclose \$20 filing fee  
Make remittance payable to  
Secretary of State  
Do Not Send Cash

Return to: Commercial Division  
P. O. Box 94125  
Baton Rouge, LA 70804-9125  
Phone (225) 925-4704

Web Site: [www.sos.la.gov](http://www.sos.la.gov)

State of Louisiana

Parish/County of Orleans

BEFORE ME, the undersigned Notary In and for the parish/county herein above shown, personally came and appeared the undersigned who, after being duly sworn, did depose and say that:

### GCR Inc.

Corporation Name

is contracting with the state and listed below are the names and addresses of all persons or corporate entities who hold ownership interest of five percent or more in the corporation or who hold by proxy the voting power of five percent or more in the corporation and, if anyone is holding stock in his own name that actually belongs to another, the name of the person for whom held, including stock held pursuant to a counter letter.

1. Persons or corporate entities owning 5% or more:

GCR Acquisition Company LLC

1445 East Putnam Ave  
Old Greenwich, CT 06870

Name Address

Name Address

2. Persons or corporate entities who hold by proxy the voting power of 5% or more:

N/A

Name Address

Name Address

Name Address

3. Stock held for others and for whom held:

N/A

Name Address

For Whom Held Address

Name Address

For Whom Held Address

Name Address

For Whom Held Address

NOTARY NAME MUST BE TYPED OR PRINTED WITH NOTARY #

Sworn to and subscribed before me, the undersigned Notary Public, on this date:

March 22, 2013

*[Signature]*  
Corporation Representative

*[Signature]*  
Notary Signature

JAMIE C. PARKER  
NOTARY PUBLIC

STATE OF LOUISIANA  
NOTARY ID NO. 85570

MY COMMISSION IS FOR LIFE

**Amendment to Agreement between State of Louisiana,**

**Louisiana Department of State**

**AND**

**GCR, Inc., 5153 Bluebonnet Boulevard, Suite B, Baton Rouge, Louisiana 70809**

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**Amendment Provisions**

**3.1 PAYMENT TERMS**

**Change Agreement from:**

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$2 million per year.

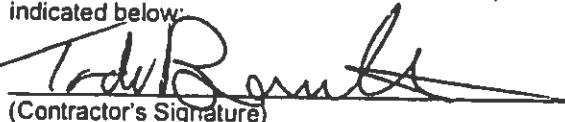
**Change Agreement to:**

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$2.3 million per year.

Amendment becomes effective: January 10, 2014.

Justification: The original contract provided that the State has the right to require the Contractor to complete design, programming/development, problem resolution, and other server support services at the Department's discretion for the continued improvement of CORA systems. The maximum payment amount to the Contractor is to be increased pursuant to this provision due to appropriation of additional self-generated funds by the legislature to accomplish a business one stop portal. The additional \$300,000 will allow contractor resources to backfill Department IT developer positions transitioned from supporting CORA systems to the portal.

This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below:

  
(Contractor's Signature)

Contractor's Name: Todd Bouillion  
Contractor's Title: Chief Information Officer

  
(Agency's Signature)

Agency's Name: Kyle Ardoin  
Agency's Title: First Assistant

1/10/2014  
Date)

Feb 12 2014  
Date)

**APPROVED**  
Office of the Governor  
Office of Contractual Review

JUN 18 2014

  
DIRECTOR

**STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION  
BA-22 (REV. 09/2005)**

Date: 3/25/2013  
Agency Name: Secretary of State  
Agency BA-22 #: 7

Dept/Budget Unit: 04-139  
OCR/CFMS Contract #: 720481  
Agency Contract #: \_\_\_\_\_

Fiscal Year for this BA-22: 2012-2013 BA-22 Start/End Dates: 05/01/13 06/30/13  
(yyyy-yy) (Start Date) (End Date)

Multi-year Contract (Yes/No): Yes If "Yes", provide contract dates:  
05/01/13 04/30/14  
(Start Date) (End Date)

Gregory C. Rigamer and Associates, Inc.  
(Contractor/Vendor Name) (Contractor/Vendor No.)

Contract entered to provide continued development of the ERIN/CORA applications and other .NET programming and SQL server support required by the department.  
(Provide a statement of "Services Provided")

Contract Amendment (Yes/No): No Amendment Start/End Dates: \_\_\_\_\_  
(Start Date) (End Date)  
Contract Cancellation (Yes/No): \_\_\_\_\_ Date of Cancellation: \_\_\_\_\_

(Provide rationale for amendment or cancellation)

This information is to be provided at the Agency Level				
MEANS OF FINANCING		AMOUNT		
	Current Year	%	Total Contract	%
State General Fund	\$0	0.0%	\$0	0.0%
Interagency Transfers	\$0	0.0%	\$0	0.0%
Fees and Self Gen.	\$0	0.0%	\$0	0.0%
Statutory Dedication	\$300,000	#####	\$300,000	100.0%
Federal	\$0	0.0%	\$0	0.0%
TOTALS	\$300,000	#####	\$300,000	100.0%

\*Specify Source (i.e., grant name, fund name, IAT sending agency and revenue source, fee type and source, etc.)  
Are revenue collections for funds utilized above in line with budgeted amounts? (Yes/No) Yes  
If not, explain.

This information is to be provided at the Agency Level	
Name of Object Code/Category:	OC/Professional Services
Object Code/Category Number:	3740
Amount Budgeted:	\$300,000
Amount Previously Obligated:	\$0
Amount this BA-22:	\$300,000
Balance:	\$0

The approval of the aforementioned contract will not cause this agency to be placed in an Object Category deficit.

Agency Contact:  
Name: Steve Hawkland  
Title: Deputy General Counsel  
Phone: 225/922-0900

Reviewed/Approved By: Shanda C. Jones  
Name: Shanda Jones  
Title: Accountant Administrator  
Phone: 225/922-1229

**FOR AGENCY USE ONLY**

AGENCY	PROGRAM	ACTIVITY	ORGANIZ	OBJECT/SUB-OBJECT	REPT CAT	AMOUNT
139	200		2004	3740/IT	8201	\$300,000

**Amendment to Agreement between State of Louisiana,**

**Louisiana Department of State**

**AND**

**GCR, Inc., 5153 Bluebonnet Boulevard, Suite B, Baton Rouge, Louisiana 70809**

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**Amendment Provisions**

**2.1 TERM OF CONTRACT**

Change Agreement from:

This contract shall begin on May 1, 2013 and shall end on April 30, 2014.

ADD OR CHANGE TO:

This contract shall begin on May 1, 2013 and shall end on April 30, 2015.

Amendment becomes effective: April 21, 2014.

Justification: The original contract provided that the State has the right to extend the contract up to a total of three years with the concurrence of the Contractor. The contract is to be extended pursuant to this provision due to the fact that the work is still in progress and is required for the continued improvement of the ERIN and CORA systems and other functions that support the department in its mission.

This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below:

  
\_\_\_\_\_  
(Contractor's Signature)

Contractor's Name: Todd Bouillion

Contractor's Title: Chief Information Officer

4-16-14  
\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
(Agency Signature)

Agency's Name: Kyle Ardoin

Agency's Title: First Assistant

17 April 2014  
\_\_\_\_\_  
(Date)

**APPROVED**  
Office of the Governor  
Office of Contractual Review

JUN 18 2014

  
\_\_\_\_\_  
DIRECTOR

**Amendment to Agreement Between State of Louisiana,**

**Louisiana Department of State**

**AND**

**GCR, Inc., 5153 Bluebonnet Boulevard, Suite B, Baton Rouge, Louisiana 70809**

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**Amendment Provisions**

**5.0 PAYMENT TERMS**

Change Agreement from:

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$2.3 million per year.

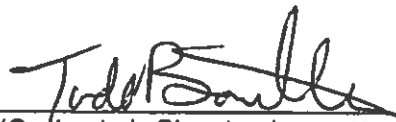
Change Agreement to:

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$2.3 million dollars per year. The maximum payable under this agreement is \$4.6 million dollars.

Amendment becomes effective: September 16, 2014.

Justification: The original contract provided that the State has the right to require the Contractor to complete design, programming/development, problem resolution, and other server support services at the Department's discretion for the continued improvement of CORA systems. The maximum payment amount to the Contractor was omitted in the original contract. The maximum yearly payable, to be increased pursuant to this provision, is due to appropriation of additional self-generated funds by the legislature to accomplish a business one-stop portal. The additional \$300,000 per year will allow contractor resources to backfill Department IT developer positions transitioned from supporting CORA systems to the portal.

This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below:



(Contractor's Signature)

Contractor's Name: Todd Bouillion

Contractor's Title: Chief Information Officer

9-16-14  
Date)



(Agency Signature)

Agency's Name: Kyle Ardoin

Agency's Title: First Assistant

16 September 2014  
Date  
**APPROVED**  
Office of the Governor  
Office of Contractual Review

JAN - 9 2015  
Pamela Bartfay Rice

DIRECTOR

**BOBBY JINDAL**  
GOVERNOR



**KRISTY H. NICHOLS**  
COMMISSIONER OF ADMINISTRATION

## **State of Louisiana**

Division of Administration  
Office of State Procurement

Mr. Steve Hawkland  
Attorney  
Secretary of State  
Post Office Box 94125  
Baton Rouge, LA 70804-9125

Dear Mr. Hawkland:

Enclosed are approved copies of the following amendment submitted to us and received in our office on April 14, 2015.

**Secretary of State**  
**AMENDMENT # 04      CFMS # 720481**  
**GCR Inc.**

We appreciate your continued cooperation.

Sincerely,

A handwritten signature in cursive script that reads "Pamela Bartfay Rice".

Pamela Bartfay Rice, Esq.  
Assistant Director/Professional Contracts

A handwritten signature in cursive script that reads "Laura DiMattia".

State Contracts/Grants Officer  
Laura DiMattia

Enclosures

**Amendment to Agreement Between State of Louisiana,**

**Louisiana Department of State**

**AND**

**GCR, Inc., 5153 Bluebonnet Boulevard, Suite B, Baton Rouge, Louisiana 70809**

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**Amendment Provisions**

**2.1 TERM OF CONTRACT**

Change Agreement from:

This contract shall begin on May 1, 2013 and shall end on April 30, 2015.

Change Agreement to:

This contract shall begin on May 1, 2013 and shall end on April 30, 2016.

**5.0 PAYMENT TERMS**

Change Agreement from:

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$2.3 million dollars per year. The maximum payable under this agreement is \$4.6 million dollars.

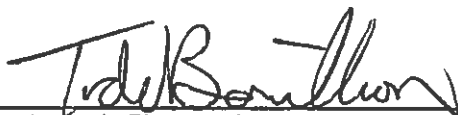
Change Agreement to:

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$2.3 million dollars per year. The maximum payable under this agreement is \$6.9 million dollars.

Amendment becomes effective: April 1, 2015.

Justification: The original contract provided that the State has the right to require the Contractor to complete design, programming/development, problem resolution, and other server support services at the Department's discretion for the continued improvement of the ERIN and CORA systems. The maximum payment amount to the Contractor and contract end date are to be increased pursuant to this provision due to the fact that the work is still in progress and additional work has been assigned.

This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below:

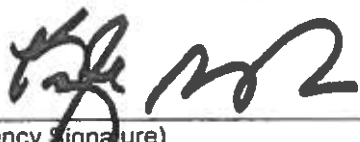
  
(Contractor's Signature)

Contractor's Name: Todd Bouillion

Contractor's Title: Vice President / General Manager

March 27, 2015  
Date





(Agency Signature)

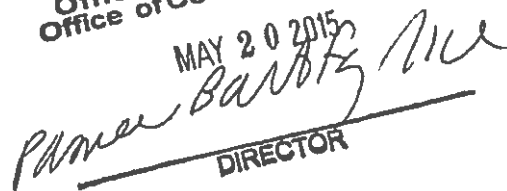
Agency's Name: Kyle Ardoin  
Agency's Title: First Assistant



Date

**APPROVED**  
Office of the Governor  
Office of Contractual Review

MAY 20 2015

  
DIRECTOR

STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION  
BA-22 (REV. 09/2005)

Date: 4/7/2015 Dept/Budget Unit: 04-139  
Agency Name: Secretary of State OCR/CFMS Contract #: 720481  
Agency BA-22 #: 6 Agency Contract #: \_\_\_\_\_

Fiscal Year for this BA-22: 2014-2015 BA-22 Start/End Dates: 05/01/15 04/30/16  
(yyyy-yy) (Start Date) (End Date)

Multi-year Contract (Yes/No): Yes If "Yes", provide contract dates:  
05/01/13 04/30/16  
(Start Date) (End Date)

Gregory C. Rigamer and Associates, Inc. \_\_\_\_\_  
(Contractor/Vendor Name) (Contractor/Vendor No.)

Contract entered to provide continued development of the ERIN/CORA applications and other .NET programming and SQL server support required by the department.  
(Provide a statement of "Services Provided")

Contract Amendment (Yes/No): Yes Amendment Start/End Dates: 04/01/15 04/30/16  
(Start Date) (End Date)

Contract Cancellation (Yes/No): \_\_\_\_\_ Date of Cancellation: \_\_\_\_\_

Allows for resources to backfill department IT developer positions transitioned from supporting CORA systems to the business portal.  
(Provide rationale for amendment or cancellation)

This information is to be provided at the Agency Level				
MEANS OF FINANCING	AMOUNT			
	Current Year	%	Total Contract	%
State General Fund	\$1,600,000	69.6%	\$1,600,000	69.6%
Interagency Transfers	\$0	0.0%	\$0	0.0%
Fees and Self Gen.	\$700,000	30.4%	\$700,000	30.4%
Statutory Dedication	\$0	0.0%	\$0	0.0%
Federal	\$0	0.0%	\$0	0.0%
TOTALS	\$2,300,000	####	\$2,300,000	100.0%

\*Specify Source (i.e., grant name, fund name, IAT sending agency and revenue source, fee type and source, etc.)

Are revenue collections for funds utilized above in line with budgeted amounts? (Yes/No) Yes

If not, explain.

This information is to be provided at the Agency Level	
Name of Object Code/Category:	OC/Professional Services
Object Code/Category Number:	3740
Amount Budgeted:	\$2,300,000
Amount Previously Obligated:	\$0
Amount this BA-22:	\$2,300,000
Balance:	\$0

The approval of the aforementioned contract will not cause this agency to be placed in an Object Category deficit.

Agency Contact: Steve Hawkland  
Name: Steve Hawkland  
Title: Deputy General Counsel  
Phone: 225/922-0900

Reviewed/Approved By: Shanda R Jones  
Name: Shanda Jones  
Title: Accountant Administrator  
Phone: 225/922-1229

FOR AGENCY USE ONLY

AGENCY	PROGRAM	ACTIVITY	ORGANIZ.	OBJECT/SUB-OBJECT	REPT CAT	AMOUNT
139	200		2009	3740		\$1,600,000
139	500		5003	3740		\$700,000