



Bridget A. Dinvaut
District Attorney
FORTIETH JUDICIAL DISTRICT
PARISH OF ST. JOHN THE BAPTIST
STATE OF LOUISIANA

Office (985) 652-9757
Fax (985) 651-6753

1342 LA Hwy 44, River Road
Reserve, Louisiana 70084

bdinvaut@stjohnda.com
www.stjohnda.com

Request for Proposals

Procurement of Desktop Computers for Office Personnel

RFP No. 2019-0001

Opening Date: Tuesday, October 1, 2019 at 4:30pm (CST)

Closing Date: Thursday, October 31, 2019 at 4:30pm (CST)

RFP RESPONSES

RFP responses shall be delivered via courier service or by hand delivery. If by courier service, each response shall have issued by the courier service a tracking number and a requirement for signature upon delivery. If by hand delivery, two (2) originals of the "PROOF OF SUBMISSION" shall accompany each submitted response. All responses shall be received by the requestor on or before the exact closing date and time. Any response received or submitted after the exact closing date and time shall NOT be considered. Each response, inclusive of all required duplicate and supporting documents, shall be submitted in a sealed envelope, with the name, address and "RFP No. 2019 – 0001" prominently set out on the front cover.

FOR FURTHER INFORMATION REGARDING THIS RFP, PLEASE CONTACT

Keith Green, Jr., First Assistant District Attorney

Phone: (985) 652 – 9757

E-mail: kgreen@stjohnda.com

QUESTIONS AND COMMENTS MUST BE SENT VIA EMAIL NO LATER THAN
THURSDAY, OCTOBER 24, 2019 AT 4:30PM (CST)

REQUEST FOR PROPOSALS FOR PROCUREMENT OF DESKTOP COMPUTERS FOR OFFICE PERSONNEL

1. Purpose

The purpose of this Request for Proposals (“RFP”) is to solicit proposals from qualified responders for the procurement of desktop computers for the St. John the Baptist Parish District Attorney’s Office, in accordance with LSA–R.S. 38:2237, and the specifications and requirements contained herein.

2. Objective

The primary objective for this RFP is to replace the outdated, physically worn, mechanically unsound and technologically deficient desktop computers that are unable to support a required conversion to the Microsoft Windows 10 operating system. Presently, these desktop computers in use by the DA’s Personnel advise, communicate, investigate, prosecute research and properly maintain files in all areas of the office’s statutory obligations and responsibilities. In addition, the DA seeks an electronica and remote connection of all desktop computers for access of files and programs by office personnel from various locations outside of the physical office.

3. Solution

To procure new, non-refurbished desktop computers from qualified vendor(s) built with up-to-date features and technologies to enhance and improve the efficiencies of the DA’s Personnel to continue to provide excellent services to the citizens of St. John the Baptist Parish. The equipment should contain proper features to allow for integration with future technologies. This RFP will require the vendor to provide all relevant information based on multiple configurations detailed within the RFP. In summary, the selected vendor, or group of vendors at DA’s discretion, is/are expected to provide desktop computers in accordance with specifications and requirements contained herein.

The DA prefers solutions include Microsoft Windows 10 operating system as part of their offering. The vendor must provide their recommended specifications and optimal configurations of all hardware and software in their proposals. The proposed solution will be purchased through the proper channels of the DA’s procurement process. Once the DA executes a contract with the selected vendor, the selected vendor(s) will issue a detailed invoice of the selected solution for development and implementation of the hardware to begin, followed by installation of Microsoft Windows 10 operating system.

4. Selection

This RFP will require the vendor to provide all relevant information based on multiple configurations detailed within the RFP. Any information submitted in response to this RFP shall be provided in printed and digital formats. This RFP contains sufficient information and instructions to enable qualified responders to adequately prepare and submit proposals, in accordance with the requirements contained herein. The contract shall be awarded to the

responsible offeror(s), whose proposal is determined in writing by the DA to be the most advantageous, when taking into consideration the price, and other relevant factors set forth herein. For consideration of the contract award, responders shall satisfy all requirements as stated in this RFP. This RFP also contains major terms and conditions that the responsible offeror(s) will be expected to accept. Proposed entities must submit a complete proposal that satisfies all requirements as stated in this RFP. Failure to comply may result in the submitted proposal

5. Solution Requirements

Each solution must meet the minimum requirements set forth herein.

Hardware maintenance for each of the proposed solutions will be submitted for 3 year warranty, and 9x5xNBD. Pricing must be honored for at least 1 full year following the award date. The vendor is solely responsible to deliver a fully functional solution meeting the specifications described herein. If the vendor regards the technical specifications as insufficiently exacting, s/he will offer equipment that will achieve the collective goals. Functional requirements apply before specific technical requirements, and the overall system requirements apply before the requirements for single components. After the award of the contract, the awarded vendor is responsible for any necessary item not brought to the attention of the DA's before the award.

Additional minimum requirements are as follows:

- a. Acer, Dell, HP, Lenovo or Microsoft only.
- b. CPU Tower
- c. Processor – 6th Generation Intel® Core™ i7 Processor (vpro™), quad core, minimum 3.4 GHz.
- d. Hard Drive: Minimum 500GB 7200RPM SATA
- e. Memory - 8 GB (2 - 4 GB chips) Non-ECC dual channel 1600MHz RAM, up to 32 GB
- f. 4 DIMM Sockets
- g. Monitor – 22”, LCD, 1080p, aspect ratio of 16:9
- h. **NON Integrated** Video Graphics Display Adapter supporting a 1080p display with a minimum 900MHz Refresh Rate and with 1GB dedicated Video Memory
- i. Must fully support the most current version of “Prosecutor” by Karpel computer program
- j. Must fully support the most current version of “Zuercher Suite” computer program
- k. Hard Drive – 128 GB Solid State Drive (SSD)
- l. DirectX 11.1 support
- m. PCI Express version 3.0

- n. 16X DVD+/-RW, Optical Drive w/ Dual Layer
- o. Network Card – Integrated Broadcom or Intel 1 GB (backward compatible)
- p. Mouse – USB Optical Scroll
- q. Keyboard – USB Standard Keyboard
- r. Warranty – 3 Years Basic – Parts, Labor, Onsite Next Business Day (9 x 5)
- s. 1 DisplayPort (with cable to convert display port to HDMI)
- t. 1 DVI DisplayPort
- u. 6 USB 3.0 Ports (2 must be in front, preference given to systems with additional USB Ports)
- v. Audio In/Out, Headphone and Microphone front and rear jacks
- w. Microsoft certifications required: **MUST** be able to run Windows 10
- x. 64 – bit 100% all features and service packs
- y. Intel Active Management Technology – 100% Support & Compliance
- z. Intelligent Platform Management Interface (IPM) version 2.0
- aa. System OEM must be aligned with Intel's SIPP (Stable Image Platform Program)
- bb. BIOS Feature Standards: PXE and Remote Boot Options
- cc. Removable Media Boot Control – all 100% Support & Compliance
- dd. Wake – On – LAN support
- ee. 100% Sound Blaster Compatible Sound Card – RealTech HD Audio Standards must meet Audio AC 1997 Certification to Ensure Standards in Driver Features, Interoperability and Compatibility
- ff. Internal Speakers with Jack for Standard Headset or Earphones. Internal Speakers must be powerful enough to be heard without headphones or an alternative must be provided
- gg. Energy conscious design options featuring a 90% efficient power supply unit. Energy Star compliant with ENERGY Star 5.0 standards for energy efficiency.

6. Solution Costs and Pricing

Hardware and Software Unit Price for Desktop with ____-year warranty as specified above
\$ _____

Additional Optional Configurations (Indicate amount for or amount to be added to above price for the following):

- a. Processor – Low power option – 6th Generation Intel® Core™ i7 Processor (vpro™), quad core, minimum 3.4GHz.
\$ _____.
- b. Memory: 8 GB (2 - 4 GB chip) Non-ECC dual channel 1600MHz RAM.
\$ _____.
- c. Memory: 16 GB (2 - 8 GB chips) Non-ECC dual channel 1600MHz RAM.
\$ _____.
- d. Hard Drive: 128 GB Solid State Drive.
\$ _____.
- e. 3 Year NBD On-site Service.
\$ _____.
- f. Optical Drive: 16X DVD+/-RW w/ Dual Layer. This must be clearly identified.
\$ _____.

7. General Specifications

- 1. Systems proposed must be fully functional. The cost of any omissions will be the responsibility of the vendor.
- 2. Respondents are cautioned to quote only on manufacturers' systems as specified herein. Any violation of this clause will cause the rejection of your bid.
- 3. All desktops and all components contained therein must be new. The bidding of refurbished or remanufactured product is not permitted. All units must have the same internal components from the same manufacturer, unless otherwise specified.
- 4. All prices to include delivery (F.O.B. destination, freight prepaid and allowed) to St. John the Baptist District Attorney's locations within St. John the Baptist Parish (Zip Codes: 70049 and 70084).

5. Delivery of all equipment is required within six (6) weeks after an initial payment issues.
6. Payment terms shall be net 30 days from receipt of invoice.
7. All pricing on proposed items shall be held without increase for at least one year from award date. If during this period the manufacturer's price decreases, it shall be the responsibility of the vendor to pass on any applicable decrease to the DA in the event a payment issued to the vendor or is pending. The DA reserves the right of routine inquiries to the successful vendor on price decreases at any stage throughout the "held" period.
8. Awarded Vendor will be required to honor prices as they appear on the pricing sheets, despite whatever arrangements the respondent may have with the manufacturer. For this reason, respondents are encouraged to very carefully check pricing and placement of prices on the pricing sheet when responding to this RFP. Quantities indicated in the RFP are approximations. The DA shall have the right to order more or less than the quantities indicated at the prices stipulated. Awarded vendor must hold all pricing firm; however, for at least one year after award in the event the DA's Office chooses to purchase additional units.
9. The DA will have the right to award any options from the pricing sheets deemed to be in its best interest.
10. At the time of the RFP due date, respondent must be qualified to provide the units specified herein.
11. Successful respondent must maintain internal and external sales representation to ensure full service for all segments of the DA's Office with respect to sales, service, and technical support and guidance.
12. Successful respondent shall issue full credit and pay return shipping charges for any items shipped in error or received defective or damaged.
13. ON-SITE WARRANTY – Respondents shall include pricing for a 3-year parts, labor and on-site next business day warranty where indicated (9x5xNBD). Warranty service must be provided by ONE local, authorized single point of contact for DA. The warranty company used may NOT be a dispatcher for multiple service providers. Respondents shall provide exact details of warranty processing procedures. Complete system and all components purchased through this RFP are to be covered by the warranty, including, but not limited to: system, monitor, keyboard, mouse, speakers.
14. Successful vendor will be required to submit written verification of on-site NBD parts and labor warranty (or written verification that any warranty option chosen by the DA is backed by the manufacturer).

15. If applicable, successful vendor shall maintain for the duration of the contract term the Statutory Workman's Compensation Insurance coverage that is compliant with all requirements of the State of Louisiana and the local governing authority. No excluded classes of owners, officers and/or employees shall be allowed to District Attorney's Office's premises. The limits of coverage shall not be less than:
- a. \$100,00.00 for each accident;
 - b. \$100,000.00 disease for each employee; and
 - c. \$500,000.00 disease policy limit.
16. Successful vendor shall have and maintain for the duration of the contract term, a Commercial General Liability Insurance policy naming the DA's Office as an additional insured, with coverage and limits that shall not be less than:
- a. \$1,000,000.00 per occurrence for bodily injury, property damage, personal injury, products and completed operations;
 - b. \$2,000,000.00 general aggregate limit; and
 - c. A blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of the awarded contract.
17. Successful vendor shall have and maintain for the duration of the contract term, an Automobile Liability Insurance policy with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per occurrence, with respect to the selected vendor's owned, hired, and non-owned vehicles.
18. All insurance policies described above shall be issued by companies licensed in Louisiana with a current A.M. Best rating of A- or better. At the signing of the awarded contract, or any time prior, but at all times prior to the commencement of any work or payment of a submitted invoice, the selected vendor shall furnish the DA's Office with a Certificate of Insurance evidencing the required coverages, conditions, and limits required by this RFP and awarded contract. All such Certificates shall provide a 30-day notice of cancellation. Renewal Certificates must be provided for any policies that expire during the term of the awarded contract. Each Certificate must specify whether coverage is written on an Occurrence or a Claims Made Policy form.
19. The DA Office's "Professional Services Agreement" shall be the only document to be signed in acceptance of any evaluated response to the RFP.
20. No verbal agreement or understanding with any officer, agent, or employee of the DA's Office, either before or after the execution of the contract, shall alter, amend, modify, or

rescind any of the terms or provisions contained in any of the contract documents. Any changes must be authorized in writing.

21. This agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.
22. The awarded vendor shall be responsible for furnishing the DA's Office with insurance certificates naming the vendor and warranty providing company as insured. All insurance requirements as detailed in Sections 7 and 11 shall be shown on the certificate, if applicable.
23. Respondents shall provide specification sheets for the proposed desktops with their responses to demonstrate compliance with specifications contained herein.

8. RFP No. 2019 – 0001 Solicitation Schedule

RFP opens for response and inquiry submissions at 4:30pm.....	October 1, 2019
RFP inquiry submissions closes at 4:30pm.....	October 24, 2019
RFP response submissions closes at 4:30pm.....	October 31, 2019
RFP Selection Committee opens and evaluates responses.....	November 1, 2019
RFP Selection Committee submits recommendation to the DA.....	November 1, 2019
Selected vendor is notified of award	November 4, 2019

This schedule represents the earliest day and time that the referenced event may occur. This schedule is not binding on the DA, nor shall any entity or person whatsoever construe this schedule to be anything more than a *best case scenario* for this RFP process. This schedule may change at any time, with or without notice, at the sole discretion of the DA.

9. Instructions to Vendors

RFP Questions and Clarifications

Vendors shall aggregate their questions or requests for clarification and submit them via email to kgreen@stjohnnda.com. Questions and requests for clarification regarding this RFP must be received no later than 4:30pm, October 24, 2019. Such questions and requests for clarification, and the DA Office's response, will be supplied in writing to all parties that have received copies of the RFP, without identifying the source of the inquiry.

RFP Response Format

Vendors must address all information specified by this RFP. All questions must be answered completely. The DA reserves the right to verify any information contained in the vendor's RFP response, and to request additional information after the RFP response have been received. Any supplemental information that you provide must be in writing and will become part of your proposal. Marketing brochures included as part of the main body of the bid response shall not be considered. Such material must be submitted only as attachments and must not be used as a

substitute for written responses. In case of any conflict between the content in the attachments and a vendor's answers in the body of the proposal, the latter will prevail.

Cover Sheet

Each proposal must be accompanied by the attached cover sheet that is fully completed and signed by the individual duly authorized to bind the proposed entity.

Responder Profile and Demographics

Provide a statement giving a brief history of your company, how it is organized, and how its available products and resources will be used to meet the DA's requirements and help achieve the business objectives stated above. The responder shall submit the following information:

- a. The company's official name and address. The responder shall also indicate what type of entity it is (i.e. a corporation or a partnership).
- b. The name, address, telephone number and capacity with the company of the person who receives correspondence and who is the individual duly authorized to bind, make decisions on behalf of and/or or represent the proposed entity.
- c. The total number of years the proposed entity has been in business and offering computer technology equipment and services and, if applicable, the number of years under the present business name.
- d. The number of years that the proposed entity has been providing the specific solution that forms part of its current proposal.
- e. A description of the proposed entity's operations: facilities, business and objectives, and the number of employees.

Financial Information

Upon written request of the DA, the proposed entity shall provide a complete set of audited financial statements for the past three (3) years. All financial statements should be prepared to generally accepted accounting principles. Each proposed entity should note that the DA's Office reserves the right to purchase credit reports and additional financial information, as it deems necessary. The proposed entity shall also provide a copy of its corporate annual report.

Proposal Submission

All proposals shall be mailed/delivered to the following address:

St. John the Baptist Parish District Attorney's Office
Attn: Mr. Keith Green, Jr.
First Assistant District Attorney
1342 LA Highway 44
Reserve, Louisiana 70084

Please note that it is the vendor's responsibility to ensure that the proposal and all other required documents are received at the address named above by the closing date specified above. The DA's Office will be the sole judge of the qualifications of all prospective candidates, and reserves the right to reject all submittals without recourse. The DA's Office is aware that information contained in the proposals indicates the vendor's current operations. Therefore, use of this information shall be confined to this request and will be treated as confidential.

Vendors shall bear all costs associated with preparing and submitting responses to this RFP and the subsequent evaluation phase. The DA's Office will, in no way, be responsible for these costs, regardless of the conduct or outcome of the prequalification process.

Proposal Evaluation

The evaluation process will comprise of the following:

- a. A preliminary examination to determine substantial commercial and technical responsiveness and relevant experience.
- b. A detailed technical evaluation to determine conformity to the requirements.
- c. A possible vendor presentation
- d. After completing the evaluation phase of the process, the DA will enter into contract/financial negotiations with identified vendor(s). The final selection will be based on the satisfactory outcome of these negotiations.

Preliminary Examination

The DA will examine the proposals to determine whether they are complete, that the documents have been properly signed and that they are compliant with the general bid requirements.

Detailed Technical Evaluation

An evaluation of proposed products will generally include an assessment of the viability of those products in the proposed solution. These assessments will be based on an established installed base, market share and growth trends, for which vendors must provide supporting information. Evaluation will also include the fit and integration with related DA infrastructure, system

environments and business applications. Technical merits and features will be reviewed against the requirements identified in the vendor and technical requirements sections of this document.

References

The vendor should provide details of customers for reference. References should be for customers with objectives and requirements similar to those of the DA. References should include information about the contract (specific products in use, date of contract execution, "go live" and completion date and any services provided), as well as contact information for the client's project manager or other senior staff members familiar with the project. The DA's Office reserves the right to contact these references and discuss the client's level of satisfaction with the vendor and its products.

Confidentiality

All information about the DA provided during the RFP process shall remain under non-disclosure and cannot be released without the express permission of the DA. The vendor may not make any public announcements or news releases pertaining to the vendor's intent to enter into an agreement without the DA's prior written permission.

10. Vendor Requirements

Operational requirements:

- a. The vendor must be flexible in modifying their project plan timeframe to meet the DA Office's project demands. The project must be completed within the published timeframe.
- b. The DA's Office recognizes that this project involves significant technical capability for successful completion. Any information provided by the DA's Office with regard to this project is strictly confidential and shall not be disclosed to third parties.
- c. Any information provided by the DA's Office or any vendor prior to the release of this RFP, verbally or in writing, is considered preliminary and is not binding for the DA's Office or the vendor.
- d. No interpretation of the meaning of the specifications or other bidding documents, or correction of any apparent ambiguity, inconsistency, or error therein will be made orally to any vendor. Every request for such interpretation or correction must be in writing, addressed to a DA's Office agent. In case the DA's Office finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposal due date, such procedure will be accomplished by the issuance of written addenda to the RFP which will be e-mailed, mailed, faxed, or delivered to all prospective vendors at the respective address furnished for such purpose.

- e. All addenda must be acknowledged in writing and included within the proposal documents submitted by the vendor.
- f. This RFP, any subsequent addenda, and any written responses to questions take precedence over any information previously provided.
- g. The solution integration and interoperation may necessitate some changes on the college's existing information technology systems. In such case, the proposed changes have to be reviewed and approved by the appropriate DA's Office staff.
- h. Clarification and Interpretation of RFP: The words "must", "will", "should", or "shall", in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement may be grounds for rejection of the proposal.
- i. A proposal, which is in any way incomplete, irregular, or conditional, will not be accepted unless approved in advance by the DA's Office.
- j. The DA's Office expects the new solution to be delivered within three weeks from the date the invoice for the new solution is paid in full. The invoice will reflect exact purchase requirements.
- k. THE VENDOR MUST ENSURE INTEGRATED OPERABILITY BETWEEN THE NEWLY INSTALLED SOLUTION AND THE COLLEGE'S EXISTING INFORMATION RESOURCES FOR A 60-DAY PERIOD FOLLOWING THE NEW SOLUTION INSTALLATION BEFORE THE DA'S OFFICE SHALL PROVIDE THE PROJECT SIGN-OFF. ONCE THE SIGN-OFF IS MADE, THE REMAINING 25% OF THE AWARD WILL BE REMITTED TO THE VENDOR, MINUS PENALTIES. Note: Installation is not required.
- l. The vendor must address the technical requirements delineated herein and professional services objectives identified in Section 3 - Solution. After the award of the contract, the awarded vendor (contractor) is responsible for any necessary item not brought to the attention of the DA's Office before the award in order to complete the project.
- m. It is not the intent of this specification to describe all technical requirements essential to operation, installation, and management of the solution, nor to set forth those requirements adequately covered by applicable codes, industry standards, and accepted trade practices. It is the vendor's responsibility to implement and deliver a fully functioning, complete, optimized system that meets the criteria of all objectives, technical and functional requirements.

11. Required Submittals

The DA's Office requires that responses to this solicitation contain the following information:

- a. RFP 2019 – 0001 Cover Sheet. The form attached to this RFP as “Exhibit A” must be completed, signed and submitted by the individual duly authorized to bind the proposed entity, and placed as the first document to the RFP response.
- b. Non-Solicitation and Unemployment Affidavit. The form attached to this RFP as “Exhibit B” must be signed by the individual duly authorized to bind the entity, and whose signature must notarized.
- c. Pricing Summary Sheet. This responder created document must provide the information detailed in Section 6 of this RFP.
- d. Entity Documentation. Each responder must submit proof of:
 - i. The entity's proper filing with the appropriate state agency (i.e. Articles of Organization with the Louisiana Secretary of State, etc);
 - ii. Appropriate authorization for the individual duly authorized to bind the proposed entity, as acknowledged in Section 9 of this RFP (i.e. “Certificate of Authority” for an LLC, etc); and
 - iii. The required general liability insurance coverages detailed in Section 7, with exception to the “additional insured” requirement.
- e. References. The responder must provide at least three (3) references from a period not to exceed five (5) years preceding the date the proposal is submitted, in compliance with Section 9 of this RFP.
- f. Required Documentation. The responder must submit all primary and supporting documentation required by this RFP, whether specifically identified in this Section 11.

12. General Submittal Requirements

All submittals must be transmitted as provided for in Section 9 of this RFP. In addition, each submittal must:

- a. Contain one (1) original package that includes the original signature(s) of the individual duly authorized to bind the proposed entity, where applicable, and a certified copy of required proof of insurance coverages.
- b. Four (4) photocopies of the original package.
- c. Be submitted and received by the DA's Office **on or before October 31, 2019 at 4:30pm (CST)**. Any proposal submitted and/or received after the deadline will not be considered by the DA.

- d. Clearly state the responding company's name, full address, name of the contact person and that individual's phone number, fax number and e-mail address.

13. Responder's Representation/Warranty

Any responding vendor, by submitting a proposal, specifically represents and warrants that it has and shall possess, and that its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform. The DA's Office shall reserve the right to inspect and/or evaluate any potential awardee's facility, physical equipment, staff, and all matters that may bear upon the ability to successfully perform the scope of work.

The DA's Office may conduct interviews of responder(s)/vendor, as needed, to evaluate qualifications. Should the DA's Office reasonably find that any responder(s)/vendor does not have the capacity to perform the work, The DA's Office may reject the responder(s)/vendor's proposal.

14. General Terms and Conditions of the Awarded Contract

Execution of a written contract will be required by any company selected to perform the work that is the subject of this RFP. The final, executed contract will incorporate this RFP document, any addenda to this RFP issued by the DA's Office, and those portions of the selected vendor's proposal designated as accepted by the DA's Office.

The contract, and any documents referred to or incorporated therein and/or attached thereto shall be complementary, and what is called for by any one shall be as binding as if called for by all. If, with respect to any subject, the terms and conditions set forth in such documents and attachments are consistent with the terms and conditions of the contract, then their provisions and requirements shall be deemed cumulative and the selected vendor shall comply with each provision and requirement. However, to the extent that any provision in such documents is, or may be, inconsistent with a provision therein, on the same subject or a part of a subject, then the selected vendor shall comply with the provision which is most favorable to the DA's Office, as determined by the DA's Office.

Any terms and conditions of a responding vendor that are in conflict with the College's terms and conditions, inclusive of any specific contractual requirements, must be identified within the selected vendor's response. The DA's Office, at its sole discretion, may negotiate the inclusion, exclusion, or alteration of any language, terms, pricing or conditions prior to the issuance of a signed contract or, if applicable, throughout the term of the contract.

15. Insurance and Indemnification Requirements

The selected vendor agrees to comply with the DA's Office insurance and indemnification requirements as detailed in Sections 7 and 11 of this RFP. An insurance certificate that meets all requirements must be submitted by the selected vendor prior to any work being performed or submitted invoice being paid.

16. Evaluation and Award of Proposals

While each proposal shall be considered objectively, the DA's Office reserves the right to accept or reject any proposal and to waive any formalities, informalities and/or technicalities in this RFP and the coordinated process at its own discretion.

The DA's Office will not be bound by oral explanations or instructions given by any DA's Office employee or agent at any time during the competitive proposal process or after award. Only modifications to specifications issued in writing by way of an addendum shall be valid.

The DA's Office shall have the right to award this RFP, or any part thereof, in any manner that it deems to be in its best interest.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

RFP No. 2019 – 0001 Cover Sheet

This page, signed by an authorized officer of your Company, must accompany your proposal as the cover page.

I, the undersigned, having carefully examined the Request for Proposals, propose to furnish services in accordance therewith as set forth in the attached proposal.

I hereby certify that this proposal is genuine and not a sham or collusive proposal, or made in the interests of or on behalf of any person not therein named; and I have not directly or indirectly induced or solicited any Contractor or supplier on the above work to put in a sham proposal or any person or corporation to refrain from submitting a proposal; and that I have not in any manner sought by collusion to secure to myself an advantage over any other contractor(s) or person(s).

In order to induce the District Attorney to consider this proposal, the Company irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the St. John the Baptist Parish District Attorney's Office, and Company further promises that it will not in the future directly or indirectly induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the St. John the Baptist Parish District Attorney's Office.

Please type or print legibly information below.

Proposer hereby acknowledges receipt of the RFP and agrees to Terms and Conditions set forth in this RFP.

PROPOSER INFORMATION

Firm Name: _____

Address: _____ City/State/Zip: _____

Phone No.: _____ Fax No.: _____

AUTHORIZATION TO PROPOSE (must be signed):

By: _____
Signature Offer Date Printed Name

Primary Contact Person (If other than above):

Name: _____ Phone No: _____ Fax No: _____

Title: _____ E-mail Address: _____

If this proposal is being submitted on behalf of an agent/broker, please complete section below:

Submitted on behalf of: _____

Phone No: _____ Fax No: _____

E-mail Address: _____

PAST CRIMINAL CONVICTIONS OF BIDDERS ATTESTATION (LA. R.S. 38:2227)

STATE OF LOUISIANA

COUNTY/PARISH OF _____

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, _____, (Appearer) the owner/authorized representative of

Company / Individual / Legal Entity Name

Appearer, as a Bidder on the herein named Project, does hereby attest that:

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named herein, including any silent or dormant owner or manager, has been convicted of, or has entered a plea of guilty or nolo contendere to, any of the following state crimes or equivalent federal crimes:

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

B. For five years prior to the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named herein, including any silent or dormant owner or manager, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

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

Name of Bidder

Signature of Authorized Signatory of Bidder

Project Name/Number

Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____, 20_____.

Notary Signature

Printed Notary Name: _____

Notary/Bar Roll Number: _____

My Commission is For/Expires: _____

**ST. JOHN THE BAPTIST PARISH DISTRICT ATTORNEY
NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT**

(Pursuant to La. R.S. 38:2224 and La. R.S. 23:1726(B))

STATE OF _____

PARISH/COUNTY OF _____

Before me, the undersigned authority, came and appeared:

_____ ,

the duly authorized representative of _____ who, being first duly sworn, depose and state that I, personally and as an authorized representative of the above identified legal entity, executes this continuing affidavit stating that neither the above named Contractor, nor a person acting on its behalf, either directly or indirectly, employed, paid, nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this public contract, other than persons regularly employed by Contractor whose services were in the regular course of their duties for Contractor in connection with the maintenance, manufacture, procurement and/or sales of desktop computers.

The above named Contractor, if awarded, continually affirms that no part of the contract price received by Contractor was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services were in the regular course of their duties for Contractor.

The above named Contractor hereby attests and certifies that it does not have any unpaid assessment or penalty levied against it regarding unemployment compensation and currently does and will continue to properly classify each employee.

<p>_____ Signature of Authorized Signatory</p> <p>_____ Printed Name of Signatory</p> <p>_____ Title of Authorized Signatory</p> <p>_____ Project Name/Number</p>	<p>SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____ 2019.</p> <p>_____ Notary Signature</p> <p>Printed Notary Name: _____</p> <p>Notary/Bar Roll Number: _____</p> <p>My Commission is for/expires on: _____</p>
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SELECTION/SCORING CRITERIA

St. John the Baptist Parish District Attorney's Office may select any or all of the proposals that best contribute to the overall functioning of the District Attorney. All proposals will be evaluated by applying a set of evaluation criteria and awarding points to each proposal.

The following criteria and corresponding point system will be utilized to evaluate all respondents. The award will be made to the firm which scores the highest number of points and whose costs are deemed reasonable for similar work.

CRITERIA

MAXIMUM POINTS

<u>Qualifications and Experience</u>	0-20 pts
<ul style="list-style-type: none">• Qualifications of key staff to perform work• Ability to provide desired specifications• Experience in performing like or comparable work	
<u>Past Performance</u>	0-20 pts
<ul style="list-style-type: none">• Quality of work and special capabilities to accomplish work• Coordination and cooperation with Parish and others• Ability to meet deadlines and budgets	
<u>Technical Capabilities</u>	0-20 pts
<ul style="list-style-type: none">• Key personnel and support staff• Equipment availability and dedication• Delivery methods and reliability of system during emergencies• Number and size of <i>similar</i> projects currently under contract	
<u>Current Work Load</u>	0-10 pts
<hr/> <hr/>	
<ul style="list-style-type: none">• Capacity to successfully manage District Attorney's requests• Number and size of projects currently under contract	
<u>Pricing</u>	0-30 pts
<ul style="list-style-type: none">• Price will be evaluated for the best overall value to the District Attorney	

TOTAL MAXIMUM POINTS

100