

## CITY OF CARLSBAD

### REQUEST FOR PROPOSALS NO. 2012-06 COMPUTER LEASE CARLSBAD, NEW MEXICO

The City of Carlsbad will accept proposals at the office of the Purchasing Manager, 101 N. Halagueno, Carlsbad, NM 88220 or P.O. Box 1569, Carlsbad, NM88221-1569, Room 103 until 3:00 p.m. (MST), February 6, 2012 for **Computers, Printers and Peripheral Equipment Lease** for the City of Carlsbad.

Request for Proposals may be obtained at the office of the Purchasing Manager, noted above between 8:00 a.m. and 5:00 p.m. (MST) Monday through Friday, or will be mailed upon written or telephone request to the Purchasing Department at (575) 234-7905. RFP documents can also be obtained by visiting the City of Carlsbad website, Purchasing Page via the following link:

<http://www.cityofcarlsbadnm.com/purchasing.cfm>

Proposals will be reviewed by City Staff with a recommendation made to the Governing Body of the City of Carlsbad.

The City of Carlsbad reserves the right to reject any or all proposals received and in the case of ambiguity or lack of clearness to determine the best proposal or to reject the same and waive irregularities and technicalities.



\_\_\_\_\_  
/s/ Jon Tully  
City Administrator

## RFP NO. 2012-06

### 1. PROCEDURES AND REQUIREMENTS

- 1.1 Proposals must be received at the office of the Purchasing Manager on or before the date and time specified in the Request for Proposals. Late proposals will not be considered. The filing date and time marked or stamped on the sealed envelope by the City of Carlsbad shall be conclusive evidence of the time and date each proposal is filed.
- 1.2 Proposals must be clearly marked on the outside of the envelope: **“RFP No. 2012-06 Computer Lease.”** Proposals shall be submitted to: Purchasing Manager, Municipal Building, 101 N. Halagueno Street, Carlsbad, NM 88220 or P.O. Box 1569, Carlsbad, NM 88221-1569.
- 1.3 Proposals shall be typed on 8 ½ x 11 inch paper on one side only of each page. Each section shall be tabbed as appropriate. Proposals should be no more than 15 pages (excluding Attachment B).
- 1.4 Proposals transmitted to the City facsimile will not be considered.
- 1.5 Acceptance of a proposal constitutes a contract and is binding upon both parties.
- 1.6 It is the intent of the City of Carlsbad to enter into a contract with a successful proposer for a Three (3) year Computer Lease with the terms and conditions of such contract to be subject to the approval of the City’s legal counsel and Carlsbad City Council.
- 1.7 The Procurement Code of the State of New Mexico imposes civil and criminal penalties for its violations. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
- 1.8 The Campaign Contribution Form is required by state law and must be signed, dated and included in the proposal package. **See Attachment (B)**
- 1.9 The City reserves the right to accept or reject any or all proposals.

## RFP NO. 2012-06

### **2. OBJECTIVE**

- 2.1 The City of Carlsbad is seeking lease proposals for office computer equipment, printer's and peripheral devices according to the exact specifications as defined in (Section 7, 8 and 9 ) of the RFP.
- 2.2 The equipment shall be of superior quality with performance characteristics suitable for business class performance, productivity and usage standards.
- 2.3 Equipment provided must be in brand new condition and must not be reconditioned or out of box condition.
- 2.3 All specifications referred to in (Section 7, 8 and 9) shall be considered minimum.

### **3. LEASING TERMS**

The New Mexico Supreme Court has a ruling in place in regards to the State of New Mexico Procurement Code as it pertains to long term leases involving municipalities.

Due to this ruling regarding Montano v. Galbadon, S.Ct. No. 17, 937, the successful proposer's leasing terms must fit within the following parameters:

- 3.1 The term of the lease is to be 3 years or 36 months in duration. Long term leases are defined as any agreement which is effective for more than one fiscal year.
- 3.2 Lease terms must allow provision to allow the City of Carlsbad to terminate the agreement at will at any time, or at least at the end of each fiscal year, without penalty.
- 3.3 The City of Carlsbad must have no "equitable or moral" duty to continue to make payments under the contract.
- 3.4 The agreement must also contain a non-appropriation clause allowing for termination of the agreement in the event the entity decides to not appropriate funds for each fiscal year.

- 3.5 Any agreement beyond one fiscal year may not contain principal and interest breakdowns.
- 3.6 Lease must not contain clauses requiring the City of Carlsbad to use it's "best efforts" to obtain funds for the entire term of the agreement.
- 3.7 Lease may not contain any non-substitution clauses.
- 3.8 Lease may not include title transfers to the City of Carlsbad at the outset of the agreement.
- 3.9 Lease terms may not include any provision whereby the City of Carlsbad warrants that it believes that it will have sufficient funds to continue with the full term of the agreement, or any clause indicating that the entity intends to incur either a legal, equitable or moral obligation to make payments for the full term of the agreement.
- 3.10 Long term agreements (more than one fiscal year) may include true leases with an option to purchase whereby the City of Carlsbad pays fair rental value and fair market value when it exercises it's option to purchase.
- 3.11 There can be no build-up of equity.
- 3.12 Such agreements may not contain automatic extension provisions.
- 3.13 The City of Carlsbad has an established relationship with Leaf Funding Corporation that meets the requirements outlined above. If appropriate leasing terms are not available from the equipment provider or other suitable leasing terms can not be arranged, then the successful proposer may offer the equipment lease by extension through Leaf Funding Corporation if mutually agreed upon.
- 3.14 The City may exercise the option to lease directly from vendor, or another third party financing company provided that the leasing terms are mutually agreeable to the City of Carlsbad and the Awardee.
- 3.15 All lease agreements are subject to approval of the City Attorney and Carlsbad City Council.

#### **4. WARRANTY AND SERVICE**

- 4.1 Warranty coverage will be from lease start date through lease termination date.
- 4.2 Warranty coverage will be next business day on site warranty. Coverage will include repair and or replacement of equipment, parts and labor.

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- 4.3 Warranty coverage will include overnight shipping for replacement parts or equipment.
- 4.4 Warranty coverage will include 24 hours per day, 7 days per week telephone support.

**5. DELIVERY TERMS**

- 5.1 Delivery of all equipment will be within 30 days from contract date.

**6. CONTRACT**

- 6.1 Lease contract meeting the conditions as outlined in (Section 3) will be contingent upon approval of the City Attorney and the Carlsbad City Council

**7.0 DESKTOP COMPUTER SPECIFICATIONS**

Please indicate conformity or non-conformity by checking the appropriate box. If the item does not conform to exact specifications, please make note in the space provided for exceptions or on additional page if necessary.

All specifications are considered minimum.

Quantities shall be as detailed in Attachment (A)

**7.1 Dell OptiPlex 990 Desktop**  
Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**7.2 Processor – Intel Core i7, 3.4 GHZ 8M**  
Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**7.3 Operating System – Genuine windows 7 professional, 64 bit English**  
Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**7.6 System Recovery – Recovery media for genuine windows 7 professional SP1, 64 Bit**

Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**7.7 Hard Drive – 250GB SATA**

Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**7.8 Memory – 4GB DDR3, 1333MHZ Dual Channel SDRAM**

Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**7.9 Video Card – Dual monitor capable**

Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**7.10 Keyboard – Dell KB212-b USB 104 quiet key keyboard, English**

Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**7.11 Mouse – Dell MS111 USB optical mouse**

Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**7.12 Hardware Support Services Warranty – 3 year pro support with 3 year NBD onsite service.**

Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**8.0 LAPTOP COMPUTER SPECIFICATIONS**

**8.1 Dell Latitude E5520 Laptop**

Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**8.2 Processor – Intel Core i7 2.7GHZ with turbo boost technology**

Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**8.3 Operating System – Genuine windows 7 professional, 64 bit English**

Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**8.4 CD Drive – 8X DVD +/- RW with Roxio creator software**

Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**8.5 System Recovery – Resource DVD containing Drivers**

Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**8.6 System Recovery – Recovery media for genuine windows 7 professional, 64 bit**  
Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**8.7 Hard Drive – 320 GB 7200 RPM**  
Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**8.8 Memory – 4GB DDR3, 1333MHZ**  
Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**8.9 Primary Battery – 9 cell (97WH) lithium Ion Battery**  
Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**8.10 Wireless LAN (802.11) – Dell wireless 1501, 802.11 b/g/n half mini card**  
Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**8.11 LCD Screen – LCD 15.6 HD (1366 x 768) anti glare LED Backlit**  
Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**8.12 AC Adapter – 65W AC adapter (QTY of 2, 1 for Laptop and 1 for Port Replicator)**  
Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**8.13 Docking Station – E/port advanced port replicator latitude e family mobile precision.**  
Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**8.14 Hardware Support Services Warranty – 3 Pro support with 3 year NBD onsite service.**  
Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**WINDOWS SERVER**

**9.0 Windows 2008 Server R2, Standard - Quantity (2 Licenses)**  
Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**10.0 PRINTERS AND PERIPHERAL DEVICES**

**MONITORS**

**10.1 Dell E 2011H 20” Widescreen LED Monitor**  
Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**10.2 Dell UltraSharp U2412M 24” LED Monitor**  
Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**SPEAKERS**

**10.3 Dell AY511 SoundBar with virtual surround – Black**  
Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**PRINTERS**

**10.4 HP LaserJet P2055DN printer, P/N CE459A#ABA**  
Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**10.5 HP LaserJet Enterprise P3015DN printer, P/N CE528A#ABA**  
Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**10.6 HP Color LaserJet CP2025DN printer, P/N CB495A#ABA**  
Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**10.7 HP Color LaserJet Enterprise CP4525DN printer, P/N CC494A#BGJ**  
Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**10.8 HP OfficeJet Pro 8000 printer, P/N CB092A#B1H**  
Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**10.9 HP OfficeJet 7000 Wide Format printer, P/N C9299A#B1H**  
Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**10.10 HP ScanJet professional 3000 Sheet Feed Scanner, P/N L2723A#BGJ**  
Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**MOUSE**

**10.11 Mouse - Microsoft IntelliMouse, P/N B75-00113**  
Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**KEYBOARD**

**10.12** Logitech Cordless Desktop EX100 – Keyboard and Mouse,  
P/N 920-000879  
Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**10.13** Microsoft Wired Natural Keyboard Elite, P/N A11-00337  
Conforms \_\_\_\_\_ Does Not Conform \_\_\_\_\_ Exception \_\_\_\_\_

**LAPTOP CASE**

**10.14** Dell Half Day Backpack Carry Case, Dell P/ N 331-5355

**11.0 PROPOSAL EVALUATION PROCESS**

The City of Carlsbad will use a selection committee consisting of at least 3 individuals with suitable knowledge and background in computer technology to evaluate and score each proposal to determine which proposal best meets the needs of the City of Carlsbad.

Each committee member will score the proposal on a 100 point system based on the evaluation criteria outlined below. The offeror with the highest cumulative point total average will be selected for the award, pending approval of the City Attorney and Carlsbad City Council.

**11.1 EVALUATION CRITERIA**

Proposals shall be evaluated as follows:

1. Quality of products: **30** point maximum
2. Ability to meet necessary leasing terms: **25** points maximum
3. Ability to meet warranty requirements: **20** points maximum
4. Ability to meet delivery time: **15** points maximum
5. Price of proposal: **10** points maximum

Total Possible Points - **100**



# Attachment B

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Prospective contractor”** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any:

Mayor Dale Janway

Councilman Nick Salcido

Councilman Paul C Aguilar

Councilwoman Sandra Nunly

Councilman J.R. Doporto

Councilman Judi Waters

Councilman Wesley Carter

Councilman Janell Whitlock

Councilman Dick Doss

Municipal Court Judge David Redford

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)