

CITY OF CARLSBAD

**REQUEST FOR PROPOSALS NO. 2012-09
COMPUTER LEASE
CARLSBAD, NEW MEXICO**

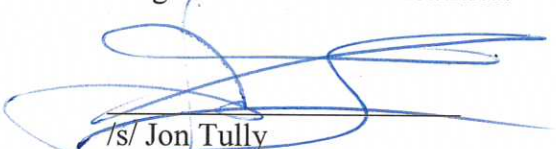
The City of Carlsbad will accept proposals at the office of the Purchasing Manager, 101 N. Halagueno, Carlsbad, NM 88220 or P.O. Box 1569, Carlsbad, NM88221-1569, Room 103 until 3:00 p.m. (MDT), April 9, 2012 for **Computers, Printers and Peripheral Equipment Lease** for the City of Carlsbad.

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. 2012-09

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. 2012-09 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 or email 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 Please include **Attachment C** with your proposal
- 1.10 The City reserves the right to accept or reject any or all proposals.

RFP NO. 2012-09

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, 9, 10 and 11) shall be considered minimum.
- 2.4 The proposal shall be considered "all or none". No partial award will be given.

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. These terms are a legal requirement for governmental entities in the State of New Mexico and are non-negotiable.

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.

For information about Leaf Funding, please contact:

Tom Jones at 267.402.5694 or email at tjones@leafnow.com

- 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 (includes Desktops, Laptops and Printers)

**** Please provide copy of warranty coverage for all equipment****

- 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.
- 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.
- 4.5 Printer warranty shall be an HP warranty, next business day, cross ship exchange warranty. Third Party warranties will not be considered.

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.
- All brand name specifications for computers are to be considered (or equal).
- Laptop and Desktop computers must be of the same brand. Proposal's for multiple brands of computers/desktops will not be accepted.
- Use of the brand name to describe computers and all related peripheral devices (except printers) is solely for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. Therefore, alternate brands that meet the specifications and quality standards for computers as defined will be considered and scored accordingly.
- Specifications for all HP printers are considered as brand-name specific, per the determination of the Central Purchasing Agent. No alternate brands will be considered.

Please include specification information sheet on all equipment with your proposal.

Quantities shall be as detailed in **Attachment (A)**. Vendor must quote the quantity of items listed. However, the City will have the right to add additional equipment to the lease as needed up to 10 qty. at the same proposed price.

7.1 Dell OptiPlex 990 Desktop (or equal)

Conforms _____ Does Not Conform _____ Exception _____

7.2 Processor – Intel Core i7, 3.4 GHZ 8M (or equal)

Conforms _____ Does Not Conform _____ Exception _____

7.3 Operating System – Genuine windows 7 professional, 64 bit English (or equal)

Conforms _____ Does Not Conform _____ Exception _____

7.4 CD Drive – 16X DVD +/- RW with Roxio Creator software (or equal)

Conforms _____ Does Not Conform _____ Exception _____

7.5 System Recovery – Resource DVD’s containing diagnostics and drivers. (or equal)

Conforms _____ Does Not Conform _____ Exception _____

7.6 System Recovery – Recovery media for genuine windows 7 professional SP1, 64 Bit (or equal)

Conforms _____ Does Not Conform _____ Exception _____

7.7 Hard Drive – 250GB SATA (or equal)

Conforms _____ Does Not Conform _____ Exception _____

7.8 Memory – 4GB DDR3, 1333MHZ Dual Channel SDRAM (or equal)

Conforms _____ Does Not Conform _____ Exception _____

7.9 Video Card – Dual monitor capable (or equal)

Conforms _____ Does Not Conform _____ Exception _____

7.10 Keyboard – Dell KB212-b USB 104 quiet key keyboard, English (or equal)

Conforms _____ Does Not Conform _____ Exception _____

7.11 Mouse – Dell MS111 USB optical mouse (or equal)

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 (or equal)

Conforms _____ Does Not Conform _____ Exception _____

8.2 Processor – Intel Core i7 2.7GHZ with turbo boost technology (or equal)

Conforms _____ Does Not Conform _____ Exception _____

8.3 Operating System – Genuine windows 7 professional, 64 bit English (or equal)

Conforms _____ Does Not Conform _____ Exception _____

- 8.4 CD Drive – 8X DVD +/- RW with Roxio creator software (or equal)**
 Conforms _____ Does Not Conform _____ Exception _____
- 8.5 System Recovery – Resource DVD containing Drivers (or equal)**
 Conforms _____ Does Not Conform _____ Exception _____
- 8.6 System Recovery – Recovery media for genuine windows 7 professional, 64 bit
 (or equal)**
 Conforms _____ Does Not Conform _____ Exception _____
- 8.7 Hard Drive – 320 GB 7200 RPM (or equal)**
 Conforms _____ Does Not Conform _____ Exception _____
- 8.8 Memory – 4GB DDR3, 1333MHZ (or equal)**
 Conforms _____ Does Not Conform _____ Exception _____
- 8.9 Primary Battery – 9 cell (97WH) lithium Ion Battery (or equal)**
 Conforms _____ Does Not Conform _____ Exception _____
- 8.10 Wireless LAN (802.11) Dell wireless 1501, 802.11 b/g/n half mini card
 (or equal)**
 Conforms _____ Does Not Conform _____ Exception _____
- 8.11 LCD Screen – LCD 15.6 HD (1366 x 768) anti glare LED Backlit (or equal)**
 Conforms _____ Does Not Conform _____ Exception _____
- 8.12 AC Adapter – 65W AC adapter (QTY of 2, 1 for Laptop and 1 for Port
 Replicator) (or equal)**
 Conforms _____ Does Not Conform _____ Exception _____
- 8.13 Docking Station – E/port advanced port replicator latitude e family mobile
 precision. (or equal)**
 Conforms _____ Does Not Conform _____ Exception _____
- 8.14 Hardware Support Services Warranty – 3 Pro support with 3 year NBD onsite
 service. (or equal)**
 Conforms _____ Does Not Conform _____ Exception _____

WINDOWS SERVER

- 9.0 Windows 2008 Server R2, Standard - Quantity (2 Licenses) (or equal)**
 Conforms _____ Does Not Conform _____ Exception _____

10.0 PRINTERS AND PERIPHERAL DEVICES

MONITORS

- 10.1** Dell E 2011H 20” Widescreen LED Monitor (or equal)
Conforms _____ Does Not Conform _____ Exception _____
- 10.2** Dell UltraSharp U2412M 24” LED Monitor (or equal)
Conforms _____ Does Not Conform _____ Exception _____

SPEAKERS

- 10.3** Dell AY511 SoundBar with virtual surround – Black (or equal)
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** M451DN printer, P/N CE957A
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 8100 printer, P/N CM752A#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 Comfort Mouse 4500, P/N 4EH-00004
Conforms _____ Does Not Conform _____ Exception _____

KEYBOARD

10.12 Logitech Wireless Desktop MK320 – Keyboard and Mouse, P/N 920-002836
Conforms _____ Does Not Conform _____ Exception _____

10.13 Microsoft Wired Natural Keyboard Elite, Black P/N A11-00348
Conforms _____ Does Not Conform _____ Exception _____

LAPTOP CASE

10.14 Dell Half Day Backpack Carry Case, Dell P/ N 331-5355
Conforms _____ Does Not Conform _____ Exception _____

ANTI-VIRUS SOFTWARE

11.0 The successful proposer must supply Trend Micro Worry Free Business Security Advanced license plus 3 years maintenance for all PC's. Has to be three year license agreement and needs to be licensed before imaging takes place.
Conforms _____ Does Not Conform _____ Exception _____

IMAGING SERVICES

12.0 Upon award, the successful proposer must be able to send the City one (1) desktop computer and one (1) laptop computer for the purpose of configuring the PC's to the standard set forth by the City of Carlsbad. The units will then be returned to the proposer. The proposer will then create image and install onto all PCs and laptops prior to shipping.
Conforms _____ Does Not Conform _____ Exception _____

13.0 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.

The State of New Mexico Procurement Code mandates a 5% in-state preference for New Mexico resident businesses. This requirement was recently amended as it pertains to Section 13-1-21 NMSA 1978 in September 2011 via Senate Bill 1, Section C(2).

New Mexico based companies that are certified resident businesses will be awarded the equivalent of five percent (5%) of the total points possible with proof of a valid resident business certificate.

**** Please provide copy of your Resident Certificate with your proposal****

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.

14.0 EVALUATION CRITERIA

Proposals shall be evaluated as follows:

- | | |
|---|--------------------------|
| 1. Quality of equipment being offered: | 25 point maximum |
| 2. Ability to meet all specifications | 20 point maximum |
| 3. Ability to meet required leasing terms: | 20 points maximum |
| 4. Ability to meet warranty and service requirements: | 15 points maximum |
| 5. Ability to meet delivery time: | 10 points maximum |
| 6. Price of proposal: | 10 points maximum |

Total Possible Points - **100**

Attachment A

	MOUSE	LAPTOP	DOCK	LAP CASE	DESKTOP	WIRELESS Setup	ERGO Keyboard	M20	M24
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Totals	21	42	42	41	128	25	109	119	52
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COLOR LJ M451DN	COLOR LJ CP4525DN	LASER P2055DN	LASER P3015DN	OFFICE PRO 8100	OFFICEJET 7000 11 X 17	SCANNER Pro 3000	SPEAKER BAR
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31	1	11	5	77	11	5	157
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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. Doport
Councilman Judi Waters
Councilman Jason Shirley
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)

Attachment C

**RFP 2012-09
3 YEAR COMPUTER EQUIPMENT LEASE**

Please provide the following information:

Company Name: _____

Company Contact/ (please print) _____

Title: _____

Address: _____

City: _____ State _____ Zip _____

Phone _____ Fax _____

Email address _____

EIN # _____

CRS# _____ (New Mexico only)

New Mexico Resident Business? (Check one) Yes _____ No _____

New Mexico Resident Business Certification Number _____

(Please attach copy of valid and current certificate)