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**Administrative Services**

100 North Main, Suite 11  
Lovington, NM 88260

Phone: (575) 396-8521  
Fax: (575) 396-5684  
e-mail: kmclaughlin@leacounty.net

LEGAL NOTICE OF REQUEST FOR PROPOSALS  
LEA COUNTY, NEW MEXICO

UPGRADE TO AS400 / ISERVER SYSTEM  
LEA COUNTY  
PROPOSAL # 6 - (09-10)  
DUE DATE: MARCH 22, 2010 - 3:00 P.M.

Lea County will receive sealed proposals in Conference Room, First Floor, Courthouse, Lovington, New Mexico, for UPGRADE TO AS400 / iSERVER SYSTEM / Lea County.

The Request for Proposals (RFP) and all related information may be obtained from Lea County's website at [www.leacounty.net](http://www.leacounty.net) or from the Administrative Services Department, Courthouse, 100 North Main, Suite 11, Lovington, New Mexico 88260-4030, (575) 396-8521, Ext. 356.

Gary Schubert, Chairman

Hobbs Daily News Sun

March 5, 2010

**TERMS AND CONDITIONS  
LEA COUNTY, NEW MEXICO**

**UPGRADE TO AS400 / ISERVER SYSTEM  
LEA COUNTY  
PROPOSAL # 6 - (09-10)  
DUE DATE: MARCH 22, 2010 - 3:00 P.M.**

1. Failure to comply with all of the Terms and Conditions may subject the proposal to rejection. The Terms and Conditions and the Scope of Services will form part of the contract between the County and the successful offeror.
2. **Please submit five (5) copies of your proposal.** These copies are to be sealed in one package/envelope, addressed and delivered to: The Administrative Services Department, 100 N. Main, Suite 11, Lovington, New Mexico 88260-4030 by 3:00 p.m. (local time) on MARCH 22, 2010. Please mark the outside of the envelope "PROPOSAL # 6". It is the offeror's responsibility to see that the proposal arrives on time. Late proposals, faxes, and telegrams will be returned unopened. Telephone proposals will not be accepted.
3. All firms submitting proposals will be notified by letter of the Board's award which will be conditioned upon entering into a formal written contract acceptable to the County. Any form of contract which an offeror would expect the County to execute if it were awarded the project must be attached. It may not conflict with any provision contained in the Request for Proposals package.
4. All proposals will be valid until the Agreement is awarded. Contents of any proposal will not be disclosed upon opening so as to be available to competing offerors during the negotiation process.
5. Proposals will be evaluated according to factors set forth on the attached sheet. Each factor will be given the weight indicated.
6. The County reserves the right to waive technical irregularities in the form of the proposal which do not alter the quality or quantity of the services, and the County may reject any or all proposals when it is the best interest of the County to do so.
7. The Lea County Procurement Policy and the New Mexico Procurement Code 13-1-28 through 199, NMSA, 1978 will apply to this procurement and prevail over any inconsistent terms and govern all interpretations of contract documentation. In addition, criminal laws prohibit bribes, gratuities and kickbacks.
8. The County will negotiate a contract with the highest qualified proposer as selected by the Evaluation Committee and approved by the County Commissioners for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable.

9. In signing this proposal, the offeror certifies that there has been no direct or indirect action in restraint of free competitive bidding in connection with this proposal submitted to Lea County.
10. This agreement may be terminated by any party for cause upon 90-days written notice to the other participants in the contract. As used herein, the term "cause" will mean a material breach of the Agreement by a non-terminating party, or acts or conduct by a non-terminating party that substantially alters the terminating party's ability to benefit from this Agreement, which breach, acts, or conduct are not cured or remedied within the 90-day period following the giving of notice by the terminating party (which notice will detail the nature of the breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct are not cured or remedied within 90 days following the giving of such notice).
11. Award of the proposal will not be altered, changed or amended except by an instrument in writing executed by the parties hereto.
12. Upon award, the agreement between offeror and the County will be governed by the laws of the State of New Mexico and enforced in the District Court of Lea County.
13. After award, proposals are subject to public inspection. Any confidential or proprietary information should be marked as such with a brief, viable explanation as to why.
14. The offeror agrees not to assign this Contract, or any part thereof, to any other person or business entity, without first receiving prior written consent of the County. The offeror is forbidden from using non-employees.
15. Evaluation and Negotiation: Proposals will be reviewed and ranked in private by a Committee. After evaluation of the proposals, interviews may be requested in order to obtain the best and final offer. Lea County will enter into negotiations with the top-ranked institution. These negotiations will include all aspects of services and fees. Award will then be made to the most responsible offeror whose proposal is within the competitive range and determined to be the most advantageous to Lea County based on the specific evaluation criteria. It is possible that the County will request an oral presentation of your proposal.
16. Confidentiality: Until a contract resulting from this Request for Proposal (RFP) is executed, no employee, agent or representative of any offeror will make available or discuss its proposals with any elected or appointed official, officers, member, employee, agent or representative of the County, unless for purposes of clarification, evaluation or negotiation. Proposals will not be opened publicly and will not be open to public inspection until after the award of the contract.

17. Right of Rejection by Lea County: Notwithstanding any other provisions of the RFP, Lea County reserves the right to award the contract for these services to the most responsible, responsive offeror whose proposal is most advantageous to Lea County, taking into consideration the evaluation factors set forth in the RFP. Further, Lea County reserves the right to reject any and all proposals in whole or in part when it is in the best interest of the County, and with no penalty to the County.
18. Award of Contract: The person / company to whom the contract is awarded will be required to enter into a written contract with Lea County in a form approved by legal counsel for Lea County. This RFP, or any part thereof, may be incorporated into and made a part of the final contract. Lea County reserves the right to negotiate the terms and conditions of the contract with the selected firm.
19. The County's policy on requests for copies of proposal information is as follows:
- a) Terms and Specifications are available at no charge to vendors who will be responding directly to bids or proposals.
  - b) Submit a written request detailing what information you would like to receive.
  - c) There will be a charge of 35¢ per page by check / money order made payable to Lea County at the following address:  

Lea County  
Administrative Services Dept.  
100 North Main, Suite 11  
Lovington, NM 88260

The fee must be paid before the information is released.
  - d) Charges will apply to any sub-contractors requesting our mailing list. The sub-contractor may then contact vendors directly regarding information on the specifications.
21. **According to state procurement regulations, any protest of the award must be submitted in writing within fifteen (15) days of written notice of award to:**

**Finance Director  
Lea County Courthouse  
100 N. Main, Suite 11  
Lovington, NM 88260**

**SPECIFICATIONS AND CONTRACTUAL TERMS  
LEA COUNTY, NEW MEXICO**

**UPGRADE TO AS400 / ISERVER SYSTEM  
LEA COUNTY  
PROPOSAL # 6 - (09-10)  
DUE DATE: MARCH 22, 2010 - 3:00 P.M.**

Lea County desires to contract for an UPGRADE TO AS400 / iSERVER SYSTEM at Lea County Courthouse, 100 N. Main, Lovington, New Mexico.

**OPTIONS**

1. *GUI interface between application programs and user screen. Include:*
  - *Cost of the program*
  - *Cost of each user license*
  
2. *Documentation program -- Capability for scanning/retrieval and storage. Include:*
  - *Cost of scanner*
  - *Cost of each user license*

**REQUIRED -- New system must equal or exceed current system's capability to run all current application programs.**

*Proposers will provide detailed specifications of their system / upgrade and their emergency backup procedures. Also provide a list of any equipment needed for operation.*

In the event that the awarded provider's UPGRADE TO AS400 / iSERVER SYSTEM should have multiple problems that interrupt the County's services, Lea County reserves the right to cancel service and go to the next lowest offeror.

**Lea County currently has an AS400 system provided by Triadic Enterprises. The following is a list of the components of the IBM AS400 that is now in place:**

IBM 9406-270 iSeries System	Web-sphere Development Studio
209 GB RAID DASD	DB2
UPS	Query
256 MB Memory or better	Query Mgr and SQL
V5.2 Operating System	Client Access
25 GB Tape drive	Advance Function printing
OS 5.3	

Any and all proposals should contain the following:

**iSeries Model**

**Hardware Features - all equipment should be for rack-mounted installation**

2-Core 4.2 GHz processor or better.  
At least 1 Tb of RAIDED DASD or better  
At least 4 GB Memory  
1 Tb External Tape Drive  
1 30/60 gb Internal Tape Drive or better  
Hardware Management Console  
1 Communication Line  
4 Ethernet connections  
Universal Power Supply with at least a 30 minute battery or better, with automatic shut down features.

**Software Features**

i5/OS at least Version 5 Release 6 or better  
5722-DRI Directory for i5/OS  
5722-ST1 DB2 Query  
5722-WDS IBM Websphere  
5722-WE2 Web Enablement  
5722-XW1 iSeries Access  
5722-QU1 IBM Query  
Capable of Running RPG Software.  
Advance Function printing including, but not limited to exporting in xls and pdf.

**Maintenance and Support**

Contact phone numbers will be available for all Lea County technicians. A direct point of contact will be available and **NOT** a general 800 number with prompts for support. Vendors should be the primary point of support and any IBM support should be through the vendor.

If regular maintenance / support does NOT include 24x7 service, please submit a separate additional cost for that: 1) cost of regular maintenance / support & what hours that covers; 2) cost for 24x7 maintenance / support.

**Installation** will be the responsibility of the vendor for equipment setup and configuration. They will be able to connect the new system to the network and convert all data and application software with no down time for the system during business hours 8:00 AM to 5:00 PM, Monday through Friday. They will also establish and configure the necessary communication lines to IBM. The iSeries will be operational, compatible with and incorporated into the Lea County existing network. It is preferred that the total time for the conversion and installation be no more than 5 days.

**Installation** includes setup, configuration, user authorizations, training time, data conversion of all files and application software, establishing communication lines to IBM as well as any other services customarily required to make Lea County operational on the new equipment.

**Liability Insurance**

**The bidder will be required to carry:**

- a) **Workers' Comp insurance as required by State Statute.**

**Lea County will be listed as a co-insured on the policy, and proof of coverage must be submitted before work begins.**

**Questions**

Any questions must be in writing to:

Kathy McLaughlin: [kmclaughlin@leacounty.net](mailto:kmclaughlin@leacounty.net) FAX: 575 - 396 - 5684

**EVALUATION CRITERIA**

***Please arrange your proposal in the order of the following evaluation criteria:***

	<b><u>POSSIBLE POINTS</u></b>
1. Qualifications	20
2. Value & Benefit to Lea County	35
3. Cost -- <i>Breakdown to include annual maintenance on: a) equipment &amp; b) software; &amp; Options 1 &amp; 2 in Specifications</i>	25
4. Services offered – <i>Include Warranty Info</i>	<u>20</u>
<b>TOTAL</b>	<b>100</b>

The Terms and Conditions are incorporated herein by reference.

End of scope of services.

**PROPOSAL FORM  
LEA COUNTY, NEW MEXICO**

**UPGRADE TO AS400 / ISERVER SYSTEM  
LEA COUNTY  
PROPOSAL # 6 - (09-10)  
DUE DATE: MARCH 22, 2010 - 3:00 P.M.**

**\*\* Attach proposal which addresses all evaluation criteria (five copies).**

**\*\* Estimated Start Date:** \_\_\_\_\_

The services offered meet specifications: \_\_\_\_\_ Yes \_\_\_\_\_ No

**If the services offered do not meet specifications, all exceptions or variations are set forth on the following page titled "Options, Exceptions or Variations".**

I have read and understand the Terms and Conditions and Specifications and Contractual Terms. I agree to comply with such and warrant that the services offered are as represented in this Proposal Form.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Typed/Printed)

\_\_\_\_\_  
Company

\_\_\_\_\_  
Position

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
FAX Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Tax ID #

\_\_\_\_\_  
E-mail address

State of \_\_\_\_\_)

)ss.

County of \_\_\_\_\_)

\_\_\_\_\_(name), being duly sworn, deposes and says that he/she is \_\_\_\_\_(title) of \_\_\_\_\_(company) and all foregoing questions and all statements herein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires:  
\_\_\_\_\_

\_\_\_\_\_  
**Notary Public**

**OPTIONS, EXCEPTIONS OR VARIATIONS  
LEA COUNTY, NEW MEXICO**

**UPGRADE TO AS400 / ISERVER SYSTEM  
LEA COUNTY  
PROPOSAL # 6 - (09-10)  
DUE DATE: MARCH 22, 2010 - 3:00 P.M.**

Please state each and every option, exception, or variation to the specifications (if any) for the service offered. Please sign the applicable space below and return with your offer.

**1) THERE ARE NO OPTIONS, ETC. LISTED.** The products or services offered on this invitation to bid meet or exceed all specifications, terms and conditions as described in said request for proposals without exceptions. I understand products or services not meeting all specifications, terms and conditions will be rejected and all costs will be borne by the seller.

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Signature

**2) THERE ARE OPTIONS, EXCEPTIONS OR VARIATIONS (Listed above or on attached sheet):**

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Signature