

**ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 09/26/14
ITEM FROM FINANCE COMMITTEE MEETING OF 09/15/14**

ISSUE:

7. Bid No. 15/03/B – Poly John Rental for City Wide Parks and Professional Services Agreement; Next Generation Contracting, LLC. (Bobbi Mossman)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of Bid No. 15/03/B for Poly John Rental for city wide parks and professional services agreement with Next Generation Contracting, LLC in the amount of \$47,242 inclusive of gross receipts tax with option to renew for an additional period of three years for a total amount of \$188,968. Budget is available in parks and 2014 CIP Bond Fund.

FUNDING SOURCE: 32754.562600.0114900

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

3-17-14

City of Santa Fe, New Mexico

memo

DATE: September 3, 2014
TO: Finance Committee
FROM: Robert Rodarte, Officer
Purchasing Office *RR*
VIA: Teresita Garcia, Assistant Finance Director *TG*
Finance Department
ISSUE: Award of Bid # '15/03/B
Parks & Recreation Public Restrooms

SUMMARY:

On July 23, 2014, three bids were received for the procurement of the above referenced project as follows:

	<u>Bid Amount</u>	<u>Local Preference</u>
Next Generation Contracting Inc., Santa Fe		
Total Bid Amount	\$47,242.00	\$42,517.80
Fresh and Clean, Inc., Albuquerque		
Total Bid Amount	\$46,268.00	
Santa Fe Waste, Santa Fe		
Total Bid Amount	\$64,950.00	\$58,455.00

The using department has reviewed the bid and recommends award of bid to Next Generation Contracting Inc., Santa Fe in the amount of \$47,242.00 annually for a four year period in the total amount of \$188,968.00.

Budget for the first two years will be available from the 2014 CIP Bond in account number 32754.562600.0114900 (Parks Maintenance – Rent of Equipment/Machinery).

ACTION:

It is requested that this recommendation of award to Next Generation Contracting Inc., Santa Fe in the total amount of \$47,242.00 annually for a four year term be reviewed, approved and submitted to the City Council for its consideration.

Attachments:

1. Memo of recommendation from the using division.
2. Bid tabulation sheet.
3. Copy of the agreement between the owner and contractor.

**CITY OF SANTA FE
PURCHASING OFFICE
BID TABULATION SHEET**

Parks & Recreation Public Restrooms

DATE: 07/23/14 BID: #15/03/B PREPARED BY: SHIRLEY R.	Next Generation Contracting Inc., Santa Fe	Fresh and Clean, Albuquerque	Santa Fe Waste, Santa Fe	
ITEM & DESCRIPTION	BID AMOUNT			
Cost per unit for 2 regular for 17 weeks	\$500.00		\$496.00	\$640.00
Total Bid Amount	\$1,000.00		\$992.00	\$1,280.00
Cost per unit for 8 regular for 22 weeks	\$750.00		\$865.00	\$1,050.00
Total Bid Amount	\$6,000.00		\$6,920.00	\$8,400.00
Cost per unit for 1 handicapp for 22 week	\$870.00		\$1,025.00	\$1,150.00
Total Bid Amount	\$870.00		\$1,025.00	\$1,150.00
Cost per unit for 4 regular for 26 weeks	\$900.00		\$1,028.00	\$1,260.00
Total Bid Amount	\$3,600.00		\$4,112.00	\$5,040.00
Cost per unit for 18 regular for 30 weeks	\$1,050.00		\$1,191.00	\$1,470.00
Total Bid Amount	\$18,900.00		\$21,438.00	\$26,460.00
Cost per unit 6 w/hand wash for 30 weeks	\$1,134.00		\$1,345.00	\$1,540.00
Total Bid Amount	\$6,804.00		\$8,070.00	\$9,240.00
Cost per unit for 2 handicapp for 30 weeks	\$1,218.00		\$1,040.00	\$1,610.00
Total Bid Amount	\$2,436.00		\$2,080.00	\$3,220.00
Cost per unit for 4 regular for 35 weeks	\$1,008.00		\$941.50	\$1,280.00
Total Bid Amount	\$4,032.00		\$3,766.00	\$5,120.00
Cost per unit for 2 regular for 52 weeks	\$1,800.00		\$2,056.00	\$2,520.00
Total Bid Amount	\$3,600.00		\$4,112.00	\$5,040.00
Installation Fee	\$35.00		No charge	No charge
Removal Fee	\$35.00		No charge	No charge
Other Fees				
Total Bid Amount	\$47,242.00		\$52,452.00	\$64,950.00
Local Preference	\$42,517.80			\$58,455.00
Relocation Fee			\$26.50	\$20.00
Other fees for regular units	\$100.00		\$26.50	\$60.00
Other fees for w/hand unit	\$110.00		\$26.50	\$70.00
Other fees for handicapped units	\$120.00		\$26.50	\$80.00
Other fees for 2 weekly cleanings	\$40.00		\$26.50	\$50.00
Other fees for 3 weekly cleanings	\$60.00		\$26.50	\$150.00
Unisex Regular Unit	\$120.00		\$26.50	\$70.00
LOCAL PREFERENCE	x			x

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, SEPTEMBER 8, 2014**

ITEM 6

REQUEST FOR APPROVAL OF RFB 15/03/B AND PROFESSIONAL SERVICES AGREEMENT WITH NEXT GENERATION CONTRACTING, LLC FOR POLY JOHN RENTAL FOR CITYWIDE PARKS IN THE AMOUNT OF \$47,242 WITH A RENEWAL OPTION FOR AN ADDITIONAL PERIOD OF THREE YEARS (BOBBI MOSSMAN)

PUBLIC WORKS COMMITTEE ACTION: Meeting cancelled due to lack of Quorum; Forward with No Recommendation

FUNDING SOURCE: 32754.562600.0114900

SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON TRUJILLO			
COUNCILOR BUSHEE			
COUNCILOR DIMAS			
COUNCILOR DOMINGUEZ			
COUNCILOR RIVERA			

City of Santa Fe, New Mexico

memo

DATE: August 25, 2014

TO: Public Works, CIP & Land Use Committee
Finance Committee

VIA: 
Isaac J. Pino, P.E., Public Works Department Director

FROM: Robert Rodarte, Purchasing Officer, Finance Division
Bobbi Mossman, Public Works & Trans. Depts. Fiscal Administrator 

SUBJECT: Request for approval RFB 15/03/B,
Poly John Rental for Citywide Parks

Summary:

The Request for Bids was advertised and received during the month of July 2014, with the following bid information being received:

Next Generation Contracting, Inc. - \$47,242.00 per year (tax inclusive)

Fresh & Clean - \$52,452.00 (tax inclusive)

Santa Fe Waste - \$64,950.00 (tax inclusive)

The agreement with Next Generation Contracting, Inc. is in the amount of forty-seven thousand, two hundred forty two dollars and zero cents (\$47,242.00) inclusive of gross receipt tax with the option to renew for an additional period of three years for a total amount of one hundred eight-eight thousand nine hundred sixty-eight (\$188,968). Funding will be made available in business unit/line item -- 32754.562600.0114900 for the first two years using the upcoming funding from the 2014 CIP Bond.

Recommended Action:

It is requested this agreement with Next Generation Contracting, Inc, be reviewed, approved and submitted to City Council for its consideration.

Attachments:

Summary of contracts

PSA

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Next Generation Contracting Inc. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City and as described in Exhibit "A" attached hereto and incorporated herein:

- A. Deliver public portable toilet units to various Parks and Recreational facilities, including but not limited to MRC (Municipal Recreation Complex).
- B. Schedule one (1) to five (5) days in a week per schedule on a bid form to clean up and service portable toilet units at designated locations, on or before 10:00 a.m. (five day weekly service or "special service may be applicable, only when requested.)
- C. Responsible for all liability that may be caused to portable toilet units.
Example: should a portable toilet unit be vandalized or damaged, vendor will be liable for damages to the said unit.
- D. Provide additional public portable toilet units "placement or service" for city sponsored special events or activities, upon 24 hours notice from the City of Santa Fe Parks Division.

- E. Relocate portable toilet units from one Parks & Recreational facility location to another, upon a 24 hour notice from the City of Santa Fe.
- F. Provide services for the fiscal year July 1, 2014 through June 30, 2015 with annual renewals up to an additional (4) years upon agreement by the City of Santa Fe and bidder, within limits of CPI for any proposed increases. Notification for renewal must be received by June 1st of each year or services will be re-bid.
- G. City of Santa Fe Parks Division will reserve the right to request removal of any portable toilet unit(s) upon 24 hour notice.
- H. Required to notify the Parks Division of any public portable toilet unit removal or relocation that was not requested by the Parks Division.
- I. Provide separate Itemized billing invoices for:
 - a. (MRC) Municipal Recreation Complex Sports Fields, 205 Caja Del Rio Road, Santa Fe, NM 87505
 - b. Marty Sanchez Links de Santa Fe Golf Course, 205 Caja Del Rio Road, Santa Fe, NM 87505
 - c. City Parks Division (one invoice can include all parks serviced; however each park must be identified with number and type of unit)
- J. Extra/additional services that details:
 - a. Equipment rental – dollar amount per unit and location of unit
 - b. Handicap accessible equipment rental – dollar amount per unit and location of unit.
- K. Any special service fees including but not limited to:

a. Wastewater, cancellation, transfer, special event, extra or weekend service, and etc. with coinciding dates and locations at the end of each month of services.

L. INVOICES will be submitted to the City of Santa Fe Parks Division, 1142 Siler Road, Santa Fe, NM 87507; Attn: Administrative Assistant. (Monthly statement should be mailed to City of Santa Fe Accounts Payable at P.O. Box 909 Santa Fe, NM 87504-0909.

M. Provide a separate services and cost estimate for ADA accessible portable toilet units at designated park locations, if applicable.

N. Not responsible for non-city sponsored events and requests that are held on City owned property.

O. Provide quality public portable toilet units.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one hundred eighty eight thousand, nine hundred sixty-eight dollars and zero cents (\$188,968.00) inclusive of applicable gross receipts taxes.

Payment shall be made for services actually rendered in the sum of forty seven thousand, two hundred forty-two dollars and zero cents (\$47,242.00), inclusive of applicable gross receipts taxes per year.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2018 unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the

Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the

right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate

against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Public Works
P.O. Box 909
Santa Fe, NM 87504

Contractor:
Next Generation Contracting, Inc.
P.O. Box 28700
Santa Fe, NM 87592

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: _____

CONTRACTOR:
Next Generation, Inc.



NAME AND TITLE

DATE: 8-28-14

CRS# 03-226751000-7
City of Santa Fe Business
Registration # 14-00109650

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

MDM 8/15/14
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

TERESITA GARCIA,
ASSISTANT FINANCE DIRECTOR

32754.562600.0112900
Business Unit Line Item



August 14, 2014

Bobbi Mossman
 Fiscal Administrator
 Public Works City of Santa Fe
BJmossman@santafenm.gov
 (505) 955-6979

Please find the information you requested on the location and number of units pertaining to our contract with your department titled Public Restroom

Alto Park	1043 Alto Street	2 Regular units with hand wash	Monday Wednesday Friday Cleaning
Ashbauh Park	1703 Cerrillos Road	1 Regular unit with hand wash 1 Handicap Unit with hand wash	Monday Friday Cleaning
DeVargas Park	DeVargas & Guadalupe Street	1 Regular Unit with hand wash 1 Handicap Unit with hand wash	Monday Wednesday Friday Cleaning
Fort Marcy Park	Bishops Lodge Road	2 Regular Units with hand wash 1 Handicap Unit with hand wash	Monday Wednesday Friday Cleaning
Franklin Miles Park	1027 Camino Carlos Rey	3 Regular units with hand wash 1 Handicap unit with hand wash	Monday Wednesday Friday Cleaning
Frenchy's Park	Agua Fria & Osage Street	1 regular unit with hand wash	Monday Friday Cleaning
Herb Martinez	Camino Carlos Rey	2 regular units with hand wash	Monday Friday Cleaning
Larragoite Park	Agua Fria & Cristobal Colon	1 regular unit with hand wash	Monday Friday Cleaning
Las Acequias Park	Atajo off Rufina Street	2 regular units with hand wash	Monday Friday Cleaning
MRC Baseball Field	Off 599 Hwy	2 regular units with hand wash	Monday Friday Cleaning
MRC Soccer Valley	Off 599 Hwy	1 regular unit with hand wash	Monday Friday Cleaning
MRC Rugby Field	Off 599 Hwy	1 regular unit with hand wash	Monday Friday Cleaning
MRC Golf Course	Off 599 Hwy	1 regular unit with hand wash	Monday Friday Cleaning
MRC Hardball Field	Off 599 Hwy	2 regular units with hand wash	Monday Friday Cleaning
Pueblos Del Sol	Governor Miles & Nishoni	1 regular unit with hand wash	Monday Friday Cleaning
Ragel Park	Zia & Yucca Road	1 regular unit with hand wash 1 handicap unit with hand wash	Monday Wednesday Friday Cleaning
Salvador Perez Soccer Field	601 Alta Vista	2 regular units with hand wash	Monday Wednesday Friday Cleaning
Salvador Perez Tot Lot	601 Alta Vista	1 regular unit with hand wash	Monday Wednesday Friday Cleaning



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor Next Generation Inc.

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: 47,242 for one year/\$188,968 for 4

Termination Date: June 30, 2018

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: To provide equipment and servicing of poly-johns at various park locations throughout the city. Award of Bid #15/03/B

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other Request for Bid #15/03/B - bid due 07/23/2014

6 **Procurement History:** First of 4 year contract
example: (First year of 4 year contract)

7 **Funding Source:** CIP Funds **BU/Line Item:** 32754.562600.0114900

8 **Any out-of-the ordinary or unusual issues or concerns:**

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Bobbi Mossman
Phone # 955-6979

10 **Certificate of Insurance attached.** (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments: