

**ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 02/12/14
ITEM FROM FINANCE COMMITTEE MEETING OF 02/03/14**

ISSUE:

12. Request for Approval of Procurement under State and Cooperative Price Agreements – Installation, Maintenance and Monitoring Services of City-Wide Fire and Alarms Systems; ATI Security, Inc. (Robert Rodarte)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of procurement under state and cooperative price agreements for installation, maintenance and monitoring services of city-wide fire and alarm systems with ATI Security, Inc. in the amount to exceed \$50,000 for an approximate amount of \$100,000. Budget is available in various funds.

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR BUSHEE	X		
COUNCILOR CALVERT	Excused		
COUNCILOR DIMAS	X		
COUNCILOR IVES	X		
CHAIRPERSON DOMINGUEZ			

3-19-12/FCMissue

City of Santa Fe, New Mexico

memo

DATE: January 28, 2014

TO: Finance Committee

FROM: Robert Rodarte, Officer
Purchasing Division *RR*

VIA: Marcos A. Tapia, Director
Finance Department *MA*

ISSUE: Purchase of Installation, Maintenance and Monitoring Services of City Wide Fire and Alarm Systems.
Procurement Method: State Price Agreement: 20-000-00-00075AB and CES Cooperative Contract # 2013-027-914-231:
Vendor: ATI Security Inc (Santa Fe):

SUMMARY:

The Purchasing Division is requesting the procurement of installation, maintenance and monitoring services for all City wide facilities, for the Public Works Building Maintenance Division from the aforementioned State Price Agreement and Cooperative Contract. ATI Security Inc, is the authorized vendor on both contracts. The goal is to consolidate this type of service and to have a better tracking history of all alarm and monitoring systems throughout the City.

Expenditure History is as follows:

Vendor:	2011	2012	2013	2014
ATI Security Inc	\$49,805.33	\$90,836.23	\$73,584.62	\$50,156.42 asof2/1/14

It is projected that the city will spend approximately \$100,00.00, related to this type of service, by year ending 6/30/2014. We are requesting approval to utilize these two contracts for year ending 6/30/2015. The State of New Mexico and CES have renewable options and are expected to extend the contracts through year 2015. If any major installations or repairs are scheduled to exceed \$50,000, the Purchasing Division will present them to the governing body for review and approval.

The scope of services covered the installation and Maintenance of Fire Alarm, Intrusion, Video Surveillance, Access Control, Audio Conference, Fire Suppression, Fire Extinguishers, Ansul and Emergency Lighting Systems.

Funding for the procurement is provided by all City Wide Departments that participate in this type of service.

Per City of Santa Fe Procurement Policy 11.1.1; any procurement transacted through a State or Federal Price Agreement exceeding \$50,000 shall be submitted to the City Council for approval.

ACTION:

It is requested that this procurement award to ATI Security Inc, from State Price Agreement #20-000-00-00075AB and CES Cooperative Contract #2013-027-914-231, in the approximate amount of \$100,000, be reviewed, approved and submitted to the City Council for its consideration.



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
0000053628
ATI Security
PO Box 28245
Santa Fe, NM 87592

Telephone No. (505) 473-0508

Price Agreement Number: 20-000-00-00075AB

Price Agreement Amendment No.: Two

Term: July 16, 2012 – July 15, 2014

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Procurement Specialist: Mike Riggs 

Telephone No.: (505) 827-0564

Invoice:

As Requested

Title: **Low Voltage Wiring Products and Services (Premise Distribution Systems)**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

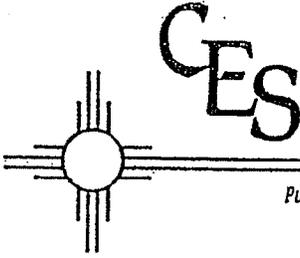
In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 16, 2013 to July 15, 2014 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 07/16/2013



COOPERATIVE EDUCATIONAL SERVICES

Public Educational Institutions in New Mexico United by a Joint Powers Agreement to Establish an Educational Cooperative

December 06, 2013

Contract Award Letter

Gene Romero
ATI SECURITY, INC.
1567 Center Dr
Santa Fe, NM 87507

Re: ACCEPTANCE OF OFFER and CONTRACT AWARD

2013-027 914-221 ATI RSMears - JOC Source of Electrical Construction Products and Services Requiring an NMCID EE Electrical License Region 1
2013-027 914-222 ATI RSMears - JOC Source of Electrical Construction Products and Services Requiring an NMCID EE Electrical License Region 2
2013-027 914-223 ATI RSMears - JOC Source of Electrical Construction Products and Services Requiring an NMCID EE Electrical License Region 3
2013-027 914-224 ATI RSMears - JOC Source of Electrical Construction Products and Services Requiring an NMCID EE Electrical License Region 4
2013-027 914-225 ATI RSMears - JOC Source of Electrical Construction Products and Services Requiring an NMCID EE Electrical License Region 5
2013-027 914-231 ATI RSMears - JOC Plumbing and HVAC Services (Heating, Cooling, Air Conditioning, Radiant Heat, Chillers, Boilers, Cooling Towers, and Pumps) Including Design, Installation and Maintenance Region 1
2013-027 914-232 ATI RSMears - JOC Plumbing and HVAC Services (Heating, Cooling, Air Conditioning, Radiant Heat, Chillers, Boilers, Cooling Towers, and Pumps) Including Design, Installation and Maintenance Region 2
2013-027 914-233 ATI RSMears - JOC Plumbing and HVAC Services (Heating, Cooling, Air Conditioning, Radiant Heat, Chillers, Boilers, Cooling Towers, and Pumps) Including Design, Installation and Maintenance Region 3
2013-027 914-234 ATI RSMears - JOC Plumbing and HVAC Services (Heating, Cooling, Air Conditioning, Radiant Heat, Chillers, Boilers, Cooling Towers, and Pumps) Including Design, Installation and Maintenance Region 4
2013-027 914-235 ATI RSMears - JOC Plumbing and HVAC Services (Heating, Cooling, Air Conditioning, Radiant Heat, Chillers, Boilers, Cooling Towers, and Pumps) Including Design, Installation and Maintenance Region 5

Dear Mr. Romero,

On behalf of Cooperative Educational Services (CES), I thank you for responding to our 2013-027 solicitation. The responses have been reviewed and it is my pleasure to inform you that you have been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award is from the cover sheet that you submitted in your bid. I suggest that you take this award and place it with your copy of the bid that you submitted. Please read carefully the paragraph above the authorized signature. It outlines the agreement and specifies the term of the award.

We would like to include information concerning your company in our procurement directory called the Blue Book. Each of our members and participating entities receives a copy of this Blue Book. It enables their staff to look up important information concerning each vendor before placing an order. Although space is limited, the description below is intended as a quick reference of your company. If you would like to revise the description, please provide any changes in writing to CES' procurement office.

ATI is an electrical and low voltage contractor who provides high quality, energy efficient and cost effective products and services for new construction, remodeling and renovation of existing electrical and lighting low voltage systems to CES

Members and Participating Entities in Regions 1, 2, 3, 4 and 5.

On CES' website (www.ces.org), you can download contact information for all of CES' members and participating entities. You are invited to send marketing materials directly to these institutions.

We look forward to working with you. Please let us know if you have questions or if we can be of any further assistance.

Sincerely yours,

Cooperative Educational Services

David Chavez,
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343

Serving New Mexico Education Since 1979

4216 Balloon Park Road, NE • Albuquerque, New Mexico 87109-5801 • 505.344.5470 • Fax 505.344.9343 • www.nmedu.org



ATI Security, Inc.

NM CID Lic.#84593
Dealer #303

January 13, 2014

Mr. Robert Rodarte
Purchasing Manager
City of Santa Fe

Mr. Rodarte:

ATI Security Inc. currently has two forms of procurement contracts we can use to bid different projects. The two contracts are the General Services Agreement (GSA) through the State of New Mexico and the Cooperative Education Services contract (CES).

The GSA Service Agreement pre-qualifies ATI to:

1. Install, Maintain and Monitor Fire Alarm Systems
2. Install, Maintain and Monitor Intrusion Alarm Systems
3. Install and Maintain Video Surveillance Systems
4. Install and Maintain Access Control Systems
5. Install and Maintain Audio Conference Systems

At this point in time, ATI utilizes the GSA for all the City of Santa Fe bids and services. The main reason for this is the State of New Mexico does not charge the City of Santa Fe any fees for utilizing this Service Agreement.

Gene Romero
ATI Security, Inc.
505-473-0508



ATI Security, Inc.

NM CID Lic.#84593
Deafer #303

January 13, 2014

Mr. Robert Rodarte
Purchasing Manager
City of Santa Fe

Mr. Rodarte:

The CES procurement contract pre-qualifies ATI to:

1. Install and Maintain Fire Alarm Systems
2. Install, Maintain and Intrusion Alarm Systems
3. Install and Maintain Video Surveillance Systems
4. Install and Maintain Access Control Systems
5. Install and Maintain Audio Conference Systems
6. Install and Maintain Fire Suppression Systems
7. Install and Maintain Fire Extinguishers
8. Install and Maintain Ansul Systems
9. Install and Maintain Emergency Lighting System

ATI currently utilizes the CES contract for fire suppression, extinguishers, ansul systems and emergency lighting systems. ATI Security believes in giving our customers the best quality service at the most reasonable cost.

When ATI utilizes the CES contract and additional one percent (1%) of the bid is charged to the end user as a "service charge" by CES. Also CES has a national labor rate that ATI Security has to follow when utilizing the CES contract.

The services and products are the same regardless of which Contract is utilized. The costs associated with each contract is different.

Thank you,

Gene Romero
ATI Security, Inc.
505-473-0508

ACCEPTANCE OF OFFER
and CONTRACT AWARD

RFP NUMBER 2013-027

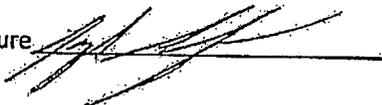
OFFER TO BE COMPLETED BY VENDOR

In compliance with the Request for Proposal, the undersigned warrants that I/we have examined the instruction to Offerors, and, being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, specifications and amendments in this Request for Proposal and any written exceptions in the offer. Signature also certifies understanding and compliance with the certification requirements of the Categorical Terms and Conditions. The under-signed understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CES as stated in the evaluation section, will be a consideration in making the award.

Company Name ATI Security, Inc.

Address PO Box 28245 City Santa Fe State NM Zip 87592

Contract Contact Person: Joseph Salazar

Authorized Signature  Printed Name: Joseph Salazar

OFFER EXTENDED TO TEXAS SERVICE AGENCIES

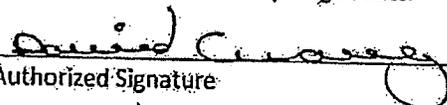


If you are willing to enter into a contract with TexBuy (ESC16) Texas Educational Service Center Region 16 under the same terms and conditions as in this RFP, place initials in the box.

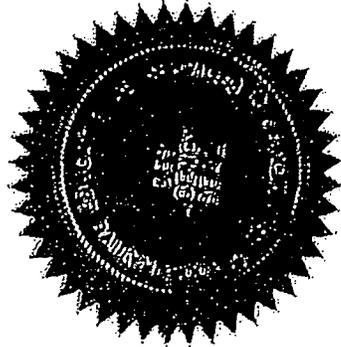
ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY BY CES

Contract period: It is CES' intent to award a multi-term contract for the specified materials, equipment and services. The initial contract term shall be for one (1) calendar year from the date of contract award. By mutual written agreement between CES and Contractor, the contract may be extended for up to three (3) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until Contractor is so notified by CES.

Month-to-month extensions: CES reserves the right to offer month-to-month extensions if that is determined to be in the best interests of Members/Participating Entities.


CES Authorized Signature

Awarded this 1st day of December 2013



(Place Behind Tab 1)

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 20-000-00-00075AB

Page-8

For the purpose of this procurement, services will include obtaining permits, cooperating with State inspectors, collaborating with state project engineers, IT staff, performing installation, locating buried utilities, reconfiguration and removal work, and providing maintenance and related support. Hardware will include specialized cable assemblies, wire, cable, adapters, intermediate distribution frames, patch panels, backboards, terminal blocks, surge protector devices, jacks, faceplates, copper and fiber interfaces, twisted pair interfaces (hubs, switches, converters, transceivers, terminal services, concentrators) and related items. Advanced technologies such as wireless intra-building systems may be utilized. Fiber Distribution Data Interface (FDDI), and may be included as optional. Also intelligent Premise Distribution Systems using a computer device to control the premise wiring system can be included as optional equipment. This can include video or data security systems and PA Systems.

The Price Agreement will contain the Contractor's commitment to offer services on a zone basis, on an emergency basis, and willingness to respond to contract vendor requests when such requests are originated by authorized Procuring Agencies.

This procurement may result in a multi-source award. It is restricted to low voltage wire, cable, related hardware and services. Excluded are telephone PABX's, key and hybrid systems, long haul point to point radios, large backup power units, computers, file servers, and related services not administering the low voltage wire, cable, related hardware and services system. This procurement is not exclusive for all wiring and cable work. Wire and cable work associated with other systems (such as PABX's, voice messaging, key systems, data wiring systems, etc.) may be performed either in accordance with such systems contractors with contracts resulting from this RFP, at the determination of the procuring agency.

Routers and related wide-area network devices are specifically excluded from the scope of this procurement.

The State Purchasing Agent reserves the option of renewing the price agreement (s) on an annual basis for (7) seven additional years or any portion thereof. In no case will the price agreement (s), including all renewals thereof, exceed a total of (8) eight years in duration.

Updates to the ESS will be allowed quarterly by product type (if necessary).

Any inquiries or request regarding this procurement should only be submitted to the Procurement Manager in writing. Offerors may contact **ONLY** the Procurement Manager regarding the procurement. Other state employees do not have the authority to respond on behalf of the State of New Mexico.

PROCUREMENT MANAGER

Rick Muniz
1100 St Francis Drive Room 2016
Santa Fe, NM 87505
505-827-0521
Rick.muniz@state.nm.us

Any inquiries or requests regarding the technical aspects (state and local codes and specifications) of this Price Agreement should be submitted to:

Rick Faris
IS Telecommunications Engineering Specialist
Department of Information Technology
Rick.faris@state.nm.us

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 20-000-00-00075AB

Page-9

General Specifications - Applies To All Categories

1. Licensing

Offerors are required to provide and maintain a valid current New Mexico Business License.

2. Subcontractors

The primary contractor must be wholly responsible for the entire performance whether or not subcontractors are used. Procuring agencies will make payments to only the prime contractor. Subcontractors require the same applicable licensing and insurance coverage as the primary contractor.

The contractor must not subcontract any portion of the services to be performed under this agreement without the prior written approval of the specific Procuring Agency. Whenever the use of subcontractors is approved, the contractor must remain solely responsible for the performance of this agreement and all payments to Sub Contractors.

3. Federal Communications Commission Certification

All equipment identified in the bidder's bid or included in the Equipment and Services Schedule (ESS) must have been certified to comply with the radio emission limits for Class A or B devices by the Federal Communications Commission (FCC) at the time of bid submission or addition to the ESS. Falsely claimed or expired FCC certifications are grounds for disqualifying a bidder's bid or for termination for causes of any contract resulting from this procurement.

4. After-Hour Work

Bidders must be willing to accomplish work outside normal business hours (Mon-Fri, 8am to 5pm) as required.

5. Equipment and Services Schedule

Bidders must submit a (CD-ROM) version of their ESS with the bid response. This ESS must include comprehensive materials and labor pricing. All equipment and labor pricing must include all delivery charges, travel charges and training charges anticipated for the work being bid.

6. Emergencies

The Contractors must respond to emergencies. (twenty-four (24) hours by seven (7) days a week).

Awarded Contractor must provide an emergency contact phone number and at least one backup number.

First response must be made at a minimum of one (1) hour.

Awarded Contractor must be on site(s) at a minimum of four (4) hours.

For each specific incidence, Awarded Contractor must provide a telephone contact to respond to changing or emergency situations.

7. Wiring Specifications

a. Contractors must meet the current New Mexico Department of Information Technology "Standard for Building and Campus Distribution Systems" including state and local codes. Specifications.

b. Contractors must provide proof to Procuring Agency that all Wiring Specifications are met. This must be provided (at a minimum) through electronic media. Testing must be produced by an approved, and recently calibrated, UTP and/or Fiber Cable Tester.

Offerors must provide proof, to requesting agency, that all equipment performs as required. This must be provided through electronic media. The check list must indicate that all elements were tested at completion.

8. Coordination

The Offeror must coordinate all work with the Department of Information Technology, Project Engineer, Project Architect or procuring agency contact person with the General Contractor including the start of the communications wiring.

9. Point of Contact

The current RCDD may be required to be the single point of contact for specific projects and/or installations.

10. Customer Relations

Bidder must provide a single business contact to handle the agencies' accounts. In addition, an operational contact must be available twenty-four (24) hours a day, seven (7) days per week, for trouble reporting.

11. Cost Quote

Cost quotes must include the Price Agreement number and be provided at a maximum of five (5) days after a valid written or email request has been made by the procuring Agency, products and services must be available under the current approved ESS. Cost Quotes shall be provided at no cost to the Procuring Agency and must adhere to prevailing wage rates when applicable.

12. Impracticality of Performance

A party must be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance must not be deemed a default or grounds for termination.

13. Records and Audit

During the term of this agreement and for three (3) years thereafter, the contractor must maintain detailed records pertaining to the services rendered and products delivered. These records must be subject to inspection by the procuring agency, the Department of Finance and Administration, the State Auditor and appropriate federal authorities. The procuring agency must have the right to audit billings both before and after payment. Payment under this agreement must not foreclose the right of the procuring agency to recover excessive or illegal payments.

14. New Mexico Business Location

The contractor agrees to maintain for the life of this agreement a bona-fide place of business located within the state of New Mexico to provide service, replacement parts and support to procuring agencies. A bona-fide place of business is defined as an office that is staffed during normal business hours, maintains an equipment maintenance capability, and houses technical support, sales and management staff. If such a place of business does not exist at the time of the award, the contractor agrees to establish such a business location within sixty (60) days of award and agrees not to accept any purchase orders until such time as the business location has been established.

15. Technical Support

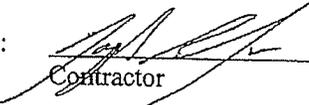
The contractor agrees to maintain a technical support telephone line, staffed at a minimum from 8:00 A.M. to 5:00 P.M. Mountain Time during business days for the State of New Mexico. The line must be accessible to procuring agency personnel who wish to obtain competent technical assistance regarding the installation or operation of products purchased by the procuring agency.

16. Maintenance Agreement

The contractor must provide a procuring agency the opportunity to enter into a maintenance agreement in order for the procuring agency to protect its investment and keep its equipment in good working condition.

1 An accomplishment is an "outcome" measure. These indicators measure accomplishments or results that occur (at least partially) because the services were provided. For example, the percentage of students achieving a specified skill level in reading, the percentage of miles of roads in excellent, good or fair condition; or the percent reduction in serious crimes or the percent of residents who perceive their neighborhoods as safe.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the State Purchasing Agent below.

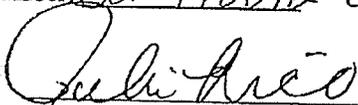
By:  Date: 7/3/2012
Contractor

Printed Name: Joseph SALAZAR Title: C.E.O.

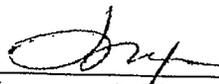
Company Name: ATI Security, INC.

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 02-442212-006

By:  Date: 7/12/12
Taxation and Revenue Department

This Agreement has been approved by the State Purchasing Agent:

By:  Date: 7/16/12
Lawrence O. Maxwell

