ACTION SHEET
CITY COUNCIL MEETING OF 08/11/08
ITEM FROM FINANCE COMMITTEE MEETING OF 08/04/08

ISSUE:

15. REQUEST FOR APPROVAL OF PROCUREMENT UNDER STATE PRICE AGREEMENT – FRANKLIN E. MILES PARK – PUBLIC RESTROOMS BUILDING; ROMTEC (MARY MACDONALD)

FINANCE COMMITTEE ACTION: APPROVED AS DISCUSSION ITEM

Requested approval of procurement under state price agreement for Franklin E. Miles Park Public Restrooms building with ROMTEC in the amount of $325,069.67. Budget is available in project fund.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR WURZBURGER	X		
COUNCILOR CALVERT	X		
COUNCILOR CHAVEZ	absent		
COUNCILOR DOMINGUEZ	X		
CHAIRPERSON ORTIZ			

DISK fc1/fcmissue

City of Santa Fe, New Mexico

memo

DATE: July 30, 2008

TO: Finance Committee

FROM: Robert Rodarte, Officer
Purchasing

VIA: David Millican, Director
Finance Department

ISSUE: Franklin Miles Park – Restroom Building from SPA# 70-000-00-04031.

SUMMARY:

The Purchasing Division is requesting the purchase of a Restroom Building for Franklin Miles Park from the aforementioned State Price Agreement in the amount of $325,069.67. ROMTEC is the authorized vendor on this State Price Agreement.

Per City of Santa Fe Procurement Policy11.1.1; any procurement transacted though a State or Federal price agreement exceeding $25,000 shall be submitted to the City Council for approval.

ACTION:

It is requested that this purchase award to ROMTEC, from State Price Agreement #70-000-00-04031, in the total amount of $325,069.67 be reviewed, approved and submitted to the City Council for its consideration.

ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, JULY 28, 2008

ITEM 10

CIP #408B – FRANKLIN MILES PARK – RESTROOM BUILDING

- REQUEST FOR APPROVAL OF PROCUREMENT UNDER STATE PRICE AGREEMENT #70-000-00-04031 WITH ROMTEC IN THE AMOUNT OF $325,069.67 **(MARY MACDONALD)**

PUBLIC WORKS COMMITTEE ACTION: APPROVED ON CONSENT

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON BUSHEE			
COUNCILOR CALVERT	X		
COUNCILOR CHAVEZ	EXCUSED		
COUNCILOR ROMERO	X		
COUNCILOR TRUJILLO	X		

City of Santa Fe, New Mexico

memo

DATE: July 28, 2008

TO: Public Works, CIP, Land Use Committee

VIA: Robert Romero, Public Works Department Director
Chris A. Ortega, P.E., Engineering Division Director
Martin Valdez, Community Facilities Manager

FROM: Mary MacDonald, Project Manager

ISSUE:
CIP Project No. 408B Franklin Miles Park - Restroom Building
Approval of procurement under State Price Agreement #70-000-00-04031, ROMTEC, $ 325,069.67

SUMMARY:
Included in the Parks Bond Issue, approved by the voters in the winter of 2007/2008, was funding in the amount of $2,151,273.75 for improvements to Franklin E. Miles Park. There has been a need at the park for public restrooms because of the number of residents who visit this large park, which has a childrens playground, basketball court, skateboard facility and lit ball fields. Portable toilets have been provided in the past. In January 2008, the State Construction Industries Division approved the construction documents for the new concession building with the condition that the City provide permanent public restrooms, to conform to code requirements.

The Engineering Division is proposing the ROMTEC building system as a cost effective means of providing public restrooms. The ROMTEC building design and restroom fixtures will be vandal-resistant. The ROMTEC contract is turnkey; it includes designs for the building, installation of the slab and footings, shipment, installation of the building by a New Mexico contractor, all interior and exterior fixtures installed, utility connections made from adjacent to the slab into the building, and construction oversight by a ROMTEC representative.

This building is available most affordably through State Price Agreement #70-000-00-04031 for $325,069.67. Exhibit 1 is a copy of the State Price Agreement.

SCHEDULE:
Installation of the building is planned for October/November 2008.

BUDGET:
Funds for this restroom building will be available in Business Unit/Line Item 32720.572970.

ACTION:
Recommend to the Finance Committee and City Council approval of procurement of the restroom building from ROMTEC under State Price Agreement #70-000-00-04031, in the amount of $325,069.67.

Attachment: Exhibit 1 State Price Agreement

xc: Fabian Chavez, Parks Division Director
Frank Archuleta, Projects Administrator
Robert Rodarte, Purchasing Officer
Project/book file

GSD/PD 003-D (Rev. 12/91)

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT

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MAR 29 2007

PAGE..... OF.....

PRICE AGREEMENT AWARD

AWARDED VENDOR
(0000056123)
ROMTEC
18240 NORTH BANK ROAD
ROSEBURG, OR 97470

Telephone No. 541-496-5431

PRICE AGREEMENT NUMBER: 70-000-00-04031

PAYMENT TERMS: NET 30

F.O.B.: DESTINATION

DELIVERY: SEE GSA

SHIP TO:
All State of New Mexico Agencies, Commissions, Institutions, Political Sub-divisions and Local Public Bodies allowed by law.

INVOICE:

AS REQUESTED

CONTRACT ORDERS WILL INDICATE AGENCY CONTACT PERSON

brc

Procurement Specialist: BRENDA RODRIGUEZ CHACON

Telephone No.: 505-827 - 0488

COMMODITY: TOILETS, VAULT & PLUMBED RESTROOMS

TERM: MARCH 20, 2007 THRU DECEMBER 2, 2011

THIS CONTRACT IS MADE SUBJECT TO THE "TERMS AND CONDITIONS" SHOWN ON THE REVERSE SIDE OF THIS PAGE, AND AS INDICATED IN THIS CONTRACT.

THIS CONTRACT CONTAINS 5 SHEETS.

ACCEPTED FOR THE STATE OF NEW MEXICO

Michael R. Flo For
NEW MEXICO STATE PURCHASING AGENT

DATE: 3/20/2007

PURCHASING DIVISION, 1100 ST. FRANCIS DRIVE, PO BOX 26110, SANTA FE, NM 87502-0110 (505) 827-0472

PS

EXHIBIT
A
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www.romtec.com
info@romtec.com

ROMTEC

18240 North Bank Rd., Roseburg, OR 97470
541-496-3541 fax: 541-496-0803

QUOTE # R-60608080

NEW MEXICO STATE CONTRACT QUOTATION -
CONTRACT# 70-000-00-04031
GSA CONTRACT # 07F-0095M

Date: 07/17/08

Agency/ Owner:

Job: Franklin Miles Park

Architect/ Engineer:

Contractor: CITY OF SANTA FE

Contact: MARY MACDONALD

Contact:

Address:

Address:

City: SANTA FE

City:

State: NM Zip:

State - Zip:

Phone: 505-955-6934

Phone:

Fax:

Fax:

E-mail: memacdonald@ci.santa-fe.nm.us

E-mail:

TERMS: Materials payment due net 35-day from date of shipment. Construction payment due upon completion or per mutually agreed-to payment schedule.

Quantity	Model	Description	Comm. Price	Extension
1	2081 Cust	Sierra IV Multi-User (6 Stall) Restroom Building Kit Package	$98,115	$98,115.00
		Roofing:Dark brown metal, unless otherwise specified. Exterior:SMOOTH face concrete, unless otherwise specified. Exterior Siding Package is Stucco. All windows have removable expanded metal window covers.		
1	-B	Stainless Plumbing Fixture Pkg - S4 (w/floor mount toilets) includes flush valves	$26,600	$26,600.00
1	-C	Electrical Fixture Pkg - S4 (3PH)	$3,612	$3,612.00
1		Sierra IV Multi-user Restroom Accessory Kit: 2-roll stainless steel toilet paper dispenser (9), restroom signs-M/W (2 ea.), Bradley 583 seat cover dispenser (9), Bradley 6562 soap dispenser (7), Bradley 251-33 paper towel dispenser (1) mechanical room sink only, Bradley 377 waste receptacle (2), Bradley 4722-15 sanitary napkin receptacle (6)	$3,637	$3,637.00
6	7815	Stainless Steel Mirrors w/ attached Stainless Shelf	$198.00	$1,188.00
2	8498	Polyethylene Diaper Changing Station - Brocar 100E	$389.00	$778.00
2	8460	Instantaneous Water Heater - Powerstream RP7 with Truebro Lav Shield	$479.00	$958.00
3		Instantaneous Water Heater - Powerstream RP7 with Truebro Lav Shield	$550.00	$1,650.00
2	8212	Electric Hand Dryer - Bradley 2873 (surface wall mount)	$549.00	$1,098.00
2	8022	Door Closer - Dor-O-Matic SC80	$179.00	$358.00
9		Deduct for Seat Cover Dispensers	-$79.00	($711.00)
			SUBTOTAL	$137,283.00
		NEW MEXICO STATE DISCOUNT: Available only to qualified New Mexico State and Local Entities		-$12,245.64
		Structural Engineering Fee **SIN# 361-30**	$1,850.00	$1,850.00
2.25		Shipping & Handling From Roseburg, OR to: Santa Fe, New Mexico Zip Code:		$14,935.00
		Job Security Fencing & Storage Container	$1,900.00	$1,900.00
		Excavation and Back-fill to achieve soil compaction	$9,187.00	$9,187.00
		NM STATE CONTRACT BUILDING CONSTRUCTION COST ESTIMATE: Sierra Concrete Construction Cost Estimate assumes a prevailing wage job, which is semi-truck accessible, with utilities within 10 feet of foundation. Includes connection to utilities and plumbing and electrical rough in. Estimates also include excavation and pouring the footing, foundation and slab. Plus, the construction and trim out of the complete building with all fixtures and features. Permits, rock excavation, demolition, sidewalks and other site construction are NOT included. Romtec will provide bonding for construction portion of the job. Includes 10% for bonding.		**$159,500.00**
		Gross Receipt Tax for construction only		**$12,660.31**
			TOTAL	**$325,069.67**

A COMPLETE SET OF STAMPED PLANS, INCLUDING FOOTING & FOUNDATION DETAILS, IS INCLUDED WITH BUILDING PURCHASE.
ROMTEC IS HUBZONE CERTIFIED

*** SPECIAL INSTRUCTIONS:**

* This quote is effective for 90 days from above date; thereafter all prices are subject to change without notice.

* There is 15% restocking fee on all returned items.

*** This quotation is subject to the terms and conditions of the New Mexico contact listed on the top of this quote.**

Nannette Sibley — 7/17/2008

Authorized Signature — Date

State of New Mexico
General Services Department
Purchasing Division

STATEWIDE
PRICE AGREEMENT

ARTICLE I – STATEMENT OF WORK
Under the terms and conditions of this Price Agreement all State of New Mexico Agencies, Commissions, Institutions, Political Sub—divisions and Local Bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each other issued hereunder.

The item and/or services to be ordered shall be as listed under ARTICLE IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. **It is understood that no guarantee or warranty is made or implied, by either the New Mexico Agent or the user, that any order for any definite quantity will be issued under this Price Agreement.** The contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

ARTICLE 11 – TERM
The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

ARTICLE III – SPECIFICATIONS
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under ARTICLE IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

ARTICLE IV – SHIPPING AND BILLING INSTRUCTIONS
Contractor shall ship in accordance with the instructions of this form. **Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in ARTICLE II-TERM.** The contractor shall enclose a packing list with each shipment listing the order number, Price Agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

ARTICLE V – TERMINATION
This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the Price Agreement SHALL NOT AFFECTANY OUTSTANDING ORDERS.

ARTICLE VI – AMENDMENT
This Price Agreement may be amended by mutual agreement of the NM State purchasing
Agent and the contractor upon written notice by either party to the other. An amendment to this price Agreement **SHALL NOT AFFECT ANY OUTSTANDING ORDERS** issued prior to the effective date of the amendment as mutually agreed upon, and as published by the NM State Purchasing Agent. Amendments affecting price adjustments and/or extension of contract expiration are not allowed unless specifically provided in the bid and contract documents.

ARTICLE VII – ISSUANCE OR ORDERS
Only written signed orders are valid under this Price Agreement. Form SPD-001A is approved for state agencies issuing Contract orders under this Price Agreement. Other authorized government entities may utilize **Form SPD-001A** or forms adapted by them for their own use.

ARTICLE VIII – PACKING (IF APPLICABLE)
Packing shall be in conformance with standard commercial practices.

ARTICLE IX – PRICE SCHEDULE
Prices as listed in the Price Schedule hereto attached, ARE FIRM.

ITEM	APPROX QTY	UNIT	ARTICLE AND DESCRIPTION	UNIT PRICE

TO ESTABLISH A STATEWIDE PRICE AGREEMENT FOR TOILETS, VAULTS & PLUMBED RESTROOMS.

CONTRACT ORDERS SHALL BE ISSUED ONLY TO VENDOR (S) SHOWN UNDER THIS PRICE AGREEMENT. PRICES SHALL BE EQUAL TO OR LESS THAN THE PRICE STIPULATED UNDER GSA CONTRACT NUMBER **GS-07F-0095M**.

AGENCIES MUST VERIFY THAT ITEMS BEING PURCHASED, RENTED, ETC. ARE LISTED ON ABOVE REFERENCED GSA. ONLY THOSE ITEMS LISTED MAY BE PLACED ON CONTRACT ORDERS UNDER THIS AGREEMENT. A COMPLETE COPY OF THE GSA CATALOG MUST BE RETAINED BY THE USING AGENCY FOR AUDITING PURPOSES. TRADE-INS ARE NOT ALLOWED UNDER THIS AGREEMENT.

VENDORS UNDER THIS AGREEMENT ARE REQUIRED TO FURNISH A COMPLETE COPY OF THE GSA CATALOG TO THE USING AGENCY UPON REQUEST. VENDORS MUST CERTIFY UPON REQUEST THAT ONLY THOSE PRODUCTS, SUPPLIES OR SERVICES ACCEPTED BY THE FEDERAL GOVERNMENT ARE INCLUDED IN GSA PRICE LIST.

STATE AND LOCAL GOVERNMENT CATALOGS ARE NOT ACCEPTABLE.

NOTE: ALL TERMS AND CONDITIONS ESTABLISHED AND AS INDICATED IN THIS PRICE AGREEMENT BY THE NEW MEXICO STATE PURCHASING AGENT SHALL PREVAIL.

INCORPORATION OF GSA #GS-07F-0095M ALL PRICING, TERMS AND CONDITIONS.

TAX NOTE:
PRICE SHALL NOT INCLUDE STATE GROSS RECEIPT TAX OR LOCAL OPTION TAX (ES). SUCH TAX OR TAXES SHALL BE ADDED AT TIME OF INVOICING AT CURRENT RATE, AND SHOWN AS A SEPARATE ITEM TO BE PAID BY USER.

ORDERING ADDRESS:
ROMTEC, INC.
18240 NORTH BANK ROAD
ROSEBURG, OR 97470

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION
CONTRACT #: 70-000-00-04031

ITEM	APPROX QTY	UNIT	ARTICLE AND DESCRIPTION	UNIT PRICE

PAYMENT ADDRESS:
ROMTEC, INC.
18240 NORTH BANK ROAD
ROSEBURG, OR 97470

001 FEDERAL SUPPLY CONTRACT

PER GSA CONTRACT
GSA CONTRACT #GS-07F-0095M

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

1. **General:** When the State Purchasing Agent issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.

3. **Assignment:**

   A. Neither the order, nor any interest therein, nor claim there under, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in writing by the state purchasing agent's office. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

   B. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent may inspect, at any reasonable time, the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

9. **Taxes:** The unit price shall exclude all State taxes.

10. **Packing, Shipping and Invoicing:**

    A. The State's purchase document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipment not accompanied by a packing ticket.

    B. The Vendor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment. Invoice must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-collusion:** In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent.

13. **Non-discrimination:** Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act, (Rev., 1979), and the Americans with Disabilities Act of 1990, (Public Law 101-336).

14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. **All bid items are to be NEW and of most current production, unless otherwise specified.**

16. **Payment for purchases:** Except as otherwise agreed to: Late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this {Agreement} may be terminated by the contracting agency.

18. **Arbitration:** Any controversy or claim arising between the parties shall be settled by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.