Procurement Office

Memo

To: General Public

From: Dina Coleman, Procurement Officer

Date: September 27, 2021

Re: Determination Re: Parts needed to repair Headworks at Sewer Department

13-1-127. Emergency procurements.

- A. The state purchasing agent, a central purchasing office or a designee of either may make or authorize others to make emergency procurements when there exists a threat to public health, welfare, safety, or property requiring procurement under emergency conditions; provided that emergency procurements shall be made with competition as is practicable under the circumstances. A written determination of the basis for the emergency procurement and for the selection of the contractor or vendor shall be included in the procurement file. Emergency procurements shall not include the purchase or lease purchase of heavy road equipment.
- B. An emergency condition is a situation which creates a threat to public health, welfare or safety such as may arise by reason of floods, fires, epidemics, riots, acts of terrorism, equipment failures or similar events and includes the planning and preparing for an emergency response. The existence of the emergency condition creates an immediate and serious need for services, construction or items of tangible personal property that cannot be met through normal procurement methods and the lack of which would seriously threaten:
- (1) the functioning of government.
- (2) the preservation or protection of property; or
- (3) the health or safety of any person.
- C. Emergency procurements shall not include the purchase or lease of heavy road equipment.
- D. The state purchasing agent or central purchasing office shall use due diligence in determining the basis for the emergency procurement and for the selection of the particular contractor. The determination shall be in writing and include in the procurement file.
- E. Money expended for planning and preparing for an emergency response shall be accounted for and reported to the legislative Finance Committee and to the Department of Finance and administration within 60 days after the end of each fiscal year.

Emergency procurement must be posted within three business days of awarding an emergency procurement.

Facts affecting this procurement:

The Village of Questa has Wastewater Treatment Plant Headworks building is need of the following parts.

QTY	P/N	DESCRIPTION	UNIT PRICE (Each)	SHIPMENT
1	CZZ1740-10-SCR	SCREW W/ COUPLING BOLTS	\$6,921.53	5-7 WEEKS
1	CZZ1740-10-FB	FLAT BRUSH (DRUM SCREEN BRUSH)	\$1,269.25	5-7 WEEKS
1	CZZ1740-10-SS	\$992.64	5-7 WEEKS	
1	CZZ1740-10-SA	SUPPORT ARM ASSEMBLY	\$1,394.13	5-7 WEEKS
10	CZZ1740-10-BC1	BRUSH CLIP (for Flat Drum Screen Brush)	\$12.45	5-7 WEEKS
6	CZZ1740-10-BC2	BRUSH CLIP- DRILLED & TAPPED (for Cup Brush)	\$82.00	5-7 WEEKS
			Total \$10,672.00	

It is the intent to of the Village to move forward with ordering these parts as soon as possible through Smith & Loveless as they are the only vendor that manufactures the parts necessary to replace the Headworks. The would need to move quickly as the lead time is several weeks out and need to get the process moving forward.

Based on the above factors, the Chief Procurement Officer determines that it is not practicable and is not advantageous to the Village of Questa to procure the services sought through a competitive bidding procedure.

This Determination is issued by the Chief Procurement Officer and will become part of the Procurement file.

Dina Coleman, Chief Procurement Officer-Village of Questa

PO Box 260 Questa, NM 87556

PURCHASE ORDER

Vendor Smith and Loveless, INC

PO# 2906

14040 Santa Fe Trail Drive

REQ# 0

Lenexa KS 66215

_

Dept Utility - Waste Water

Date 09/27/2021

Ship To Address

Village of Questa 2500 Old State Road #3

PO Box 260

Questa NM 87556-0260

Account No 4354

GL 50300-6005-54050

Date Needed

Quantity Ordered	Rec'd	Please Supply Items Listed Below	Item#	Price per	Total
1.00		SCREW W/ COUPLING BOLTS		6,921.53	6,921.53
1.00		FLAT BRUSH (DRUM SCREEN BRUSH)		1,269.25	1,269.25
1.00		STUB SHAFT ASSEMBLY (LOWER SHAFT)		992.64	992.64
1.00		SUPPORT ARM ASSEMBLY		1,394.13	1,394.13
1.00		BRUSH CLIP (for Flat Drum Screen Brush)		12.45	12.45
1.00		BRUSH CLIP- DRILLED & TAPPED (for Cup Brush)		82.00	82.00
		Tax / Shipping		Total	10,672.00

Authorizing Signature

Chief Procurement Officer or Designee



PURCHASE ORDER QUOTE LOG / REQUISITION FORM

(Note: Under \$5,000.00 best obtainable price. From \$5,000.01 to \$30,000.00 - Three documented quotes on bona fide letterhead with all necessary approval prior to ordering (attached to Quote Log) - Exceeding \$30,000.00 - procurement method to be decided by the Chief Procurement Officer (CPO) and procurement to be conducted by, or under the direction of the CPO. Anything above \$60,000.00 requires formal solicitation processes, unless another procurement method is approved by the CPO.

Attach a detailed description of the product and/or services requested. (A cart printout if ordering online is helpful.)

Sewer Cutty & Manty.	9-27-21
Department Requestor and Dept. Head Signature	gnatures Date
VENDOR#1: Name: Smith & Loveless, Inc	Quoted Price:
Address and / or Email: Sgose weha @ snith and love less, co	W
Items Requested: See attached quote	
Notes: Part needed to porepair headworks	
VENDOR #2 : Name:	Quoted Price:
Address and / or Email:	
Notes:	
VENDOR #3 : Name:	Quoted Price:
Address and / or Email:	
Notes :	
Procurement Awarded to: Stith & Loveless, Znic	
Reason: EMergency Procurement - equipment.	
* W-9 for Vendor selected must me att ached.	•
I certify that the above information is correct.	
Signed: CPO	PO# 2906
Signed:	DATE: 9/27/2121
Administrator	
Finance Approval:Code/Line Item	INITIALS:
Procurement Request Rejected – Reason:	
11000011	
Rejected by:	DATE:



VILLAGE OF QUESTA EMERGENCY PROCUREMENT FORM

Emergency Procurement (NMSA 13-1-127 A-B-C).

Requires a determination issued by the Chief Procurement Officer. An emergency situation exists when the public health, welfare, safety or property is threatened as may arise from floods, fires, epidemics, riots, acts of terrorism, equipment failure and similar events, requiring procurement under emergency conditions; emergency procurements shall be made with such competition as it practicable under the circumstances. Purchase of lease of heavy road equipment is not allowed under an emergency procurement. Such contracts may be awarded without competitive bids or proposals regardless of the estimated cost.

- A. The Village may only make an emergency procurement when the service, construction or item of tangible personal property procured:
 - 1. Is needed immediately to:
 - a. Control a serious threat to public health, welfare, safety, or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event; or
 - b. Plan or prepare for the response to a serious threat to public health, welfare, safety, or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event; and
 - 2. Cannot be acquired through normal procurement methods.
- B. The CPO or designee in making an emergency procurement, shall:
 - 1. Employ a competitive process to the extent practicable under the circumstances; and
 - 2. Use due diligence in determining the basis for the procurement and in selecting a contractor; and
- C. Outline in the determination the basis for the procurement and for the selection of the contractor in writing and include such in the procurement file. Promptly thereafter, the Village shall post notice of the procurement on its website and shall transmit the notice to the State Purchasing Office for positing on the state purchasing agent's website.
- D. If the Village makes an emergency procurement to plan or prepare for the response to the serious threat to public health, welfare, safety or property caused b a flood, fire, epidemic, riot, act or terrorism, equipment failure or similar event, it shall account for the money spent in making the procurement and report on that accounting to the legislative finance committee and the department of finance and administration within sixty days after the end of the fiscal year in which the procurement was made.

I. Name of Agency: Village of Questa

Agency Chief Procurement Officer: Dina Coleman

Telephone Number: :575-586-0694

II. Name of prospective Contractor: Smith & Loveless

Address of prospective Contractor: 14040 Santa Fe Trail Drive Lenexa, KS 66215-1284

Amount of prospective contract: \$ 10,672.00

Term of prospective contract: One time immediate purchase

III. Please thoroughly list the services (scope of work), construction or items of tangible personal property of the prospective contract:

The following are the parts needed for the Village of Questa Wastewater Treatment Plant Headworks building

QTY	P/N	DESCRIPTION	UNIT PRICE (Each)	SHIPMENT
1	CZZ1740-10-SCR	SCREW W/ COUPLING BOLTS	\$6,921.53	5-7 WEEKS
1	CZZ1740-10-FB	FLAT BRUSH (DRUM SCREEN BRUSH)	\$1,269.25	5-7 WEEKS
1	CZZ1740-10-SS	STUB SHAFT ASSEMBLY (LOWER SHAFT)	\$992.64	5-7 WEEKS
1	CZZ1740-10-SA	SUPPORT ARM ASSEMBLY	\$1,394.13	5-7 WEEKS
10	CZZ1740-10-BC1	BRUSH CLIP (for Flat Drum Screen Brush)	\$12.45	5-7 WEEKS
6	CZZ1740-10-BC2	BRUSH CLIP- DRILLED & TAPPED (for Cup Brush)	\$82.00	5-7 WEEKS
			Total \$10,672.00	

IV. Provide an explanation of the criteria developed and specified by the agency as necessary to perform and/or fulfill the contract and upon which the state agency reviewed available sources. (Do not use "technical jargon;" use plain English. Do not tailor the criteria simply to exclude other contractors if it is not rationally related to the purpose of the contract.)

Sarah Gosewehr Manager, Parts Department Schloss Engineered Project #1740-10

Unit is MK XV-B Model 1408 (Basket Screen & Grit Collection)

I do not have a parts list with part numbers, only the general arrangement drawing that it sounds like you also have. This is a fairly complex piece of equipment, so just want to make sure we are getting you the correct parts. The Schloss Engineered Equipment, Inc. Mark XV-B Screw Screen is designed to collect and compact sewage screenings and then dewater them. This process is accomplished by an inclined screening section, screw conveyor, water injection nozzles, and compaction zone.

This unit has failed due to the screw conveyor has been bent from this foreign material and caused it to fail. Although we have an emergency overflow screen, this equipment failure is impacting the rest of the operation which could lead to further equipment failures down the line which include the following:

- RAS/WAS pump failure (downstream equipment failure)
 - o Premature wear and tear on the equipment due to the increase material load the pumps.
 - Pumps will rag up due to the material that passes through the 1 inch Rack Screen compared to the 1/8 inch screen.
 - o Pumps will wear down due to increase in amps due to pumps becoming stuck with debris.
 - Pump controls are not designed for continuous high amperage caused by the increased pressure to pump because of the debris.
- Clarifier (downstream equipment failure and health)
 - Debris material will plug up the discharge and cause the biological process to fail.
 - Unprocessed sewage would by-pass the operation and would go into the infiltration galleries which violate our discharge permit.
 - Unscreened debris could cause the clarifier rack to jamb and the clarifier would have to be isolated to correct the problem.
 - Currently, there is no way to safely isolate either clarifier putting staff in harms way.
- Equipment failures in a wastewater treatment facility is an unacceptable for the health and safety of the environment and property.
 - Lack of flow control would cause sewage overflow either in the Wastewater Treatment facility and/or the collection system.
 - Spillage of any material from the sanitary sewer system is against our New Mexico Discharge permit.
- V. Provide a detailed, sufficient explanation of the reasons, qualifications, proprietary rights or unique capabilities of the prospective contractor that makes the prospective contractor *the one source* capable of providing the required professional service, service, construction or item(s) of tangible personal property.

There are no detailed plans owned by the Village to be able to send to a manufacturer to replicate the parts that are required to properly operate this piece of equipment. These parts were built specifically for this unit and there is no guarantee if another manufactor could duplicate the parts to fit and work as per design with existing equipment. Other parts were engineered to fit within certain specifications and dimensions. These parts were manufactured to engineering specifications which can not be determined on our existing parts due to wear and tear of the

equipment.

VI. Provide a detailed, sufficient explanation of how the professional service, service, construction or item(s) of tangible personal property is/are unique and how this uniqueness is substantially related to the intended purpose of the contract.

Smith and Loveless merged with Schloss Engineered Equipment and have the proper design specifications to remanufacture the parts that are required.

VII. Explain why other similar professional services, services, construction or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.

Due the need to prevent further equipment failure which could cause issues for the health and safety of the environment, equipment and staff there is no assurances that another manufacturer could replicate the parts required to fit this piece of equipment.

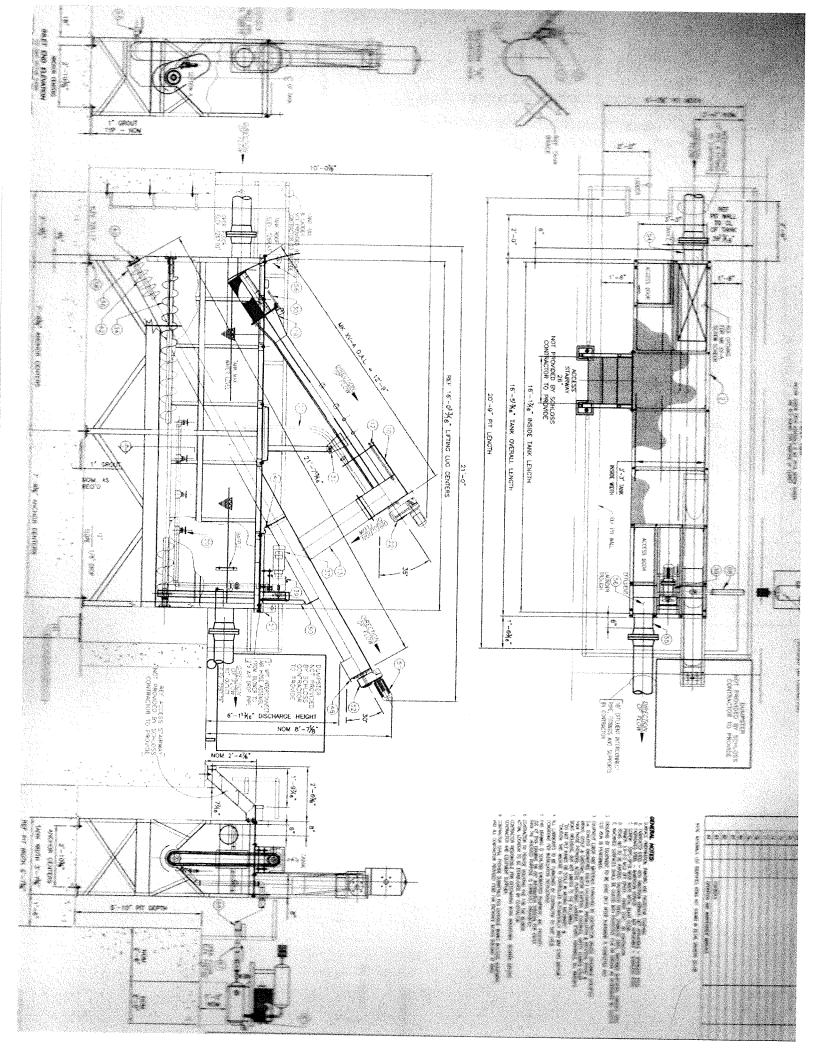
VIII. Provide a narrative description of the agency's due diligence in determining the basis for the procurement, including procedures used by the agency to conduct a review of available sources such as researching trade publications, industry newsletters and the internet; reviewing telephone books and other advertisements; contacting similar service providers; and reviewing the State Purchasing Agent's vendor list. Include a list of businesses contacted (*do not state that no other businesses were contacted*), date of contact, method of contact (telephone, mail, e-mail, other), and documentation demonstrating an explanation of why those businesses could not or would not, under any circumstances, perform the contract; or an explanation of why the agency has determined that no businesses other than the prospective contractor can perform the contract.

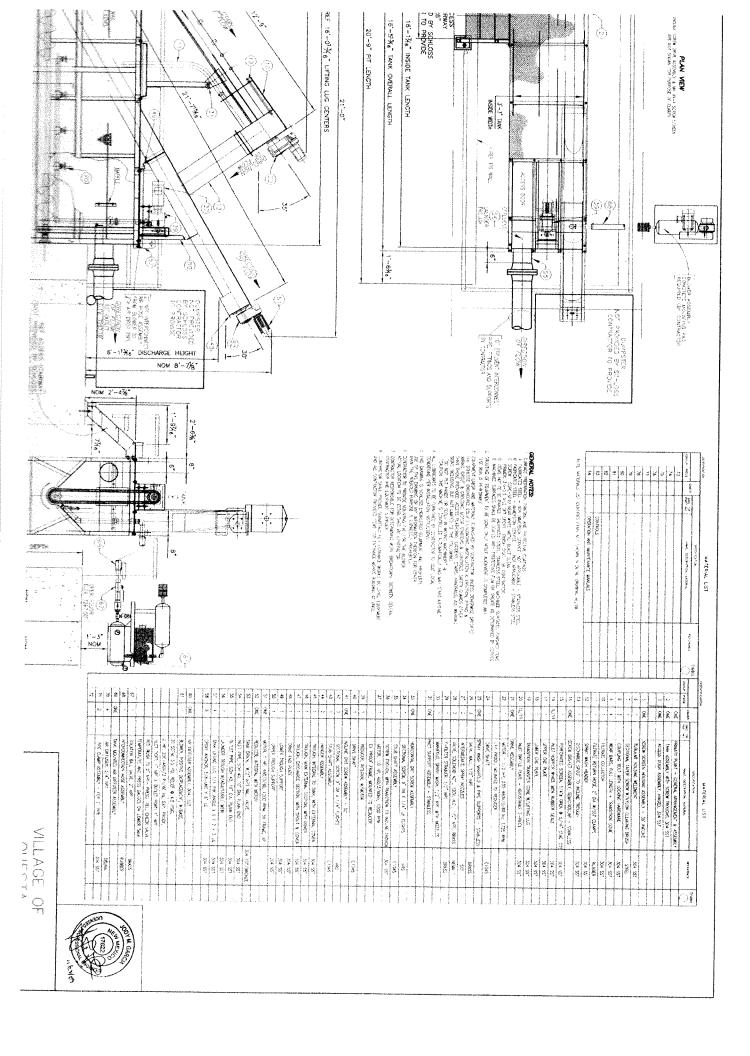
Due to the time limits of the repair, we do not have time to contact another company to attempt to replicate a specific piece of equipment to prevent more equipment failures.

Certified by:

Agency Chief Procurement Officer

Date: 9/27/202









Smith & Loveless, Inc.

14040 Santa Fe Trail Drive Lenexa, KS 66215-1284, USA www.smithandloveless.com

Ph:

(913) 888-5201, Ext. 321

Toll Free:

(800) 922-9048

Fax:

(913) 748-0106

E E Schloss Environmental Equipment was acquired in 2014 by Smith & Loveless.

Contact S&L Schloss Parts at 800.922.9048.

Date:

September 10, 2021

Email/Phone:

amartinez@villageofquesta.org

To:

Anthony Martinez

From:

- (575) 770-5034 Sarah Gosewehr

Company:

Questa, Village of

Customer Master:

34094

Location:

Questa, NM, USA

Total Pgs (Incl. This Pg):

2

Subject:

Quote - Pricing and Availability of Parts

S/N:

1740-10

Location:

Questa, NM, USA

Quotation:

SG-2021-9-10-1-S

Thank you for contacting us about your Smith & Loveless Parts Request. Below you will find the part numbers, pricing and availability of the parts on which you requested information. Please remember this is a quote. Contact us when you are ready to order or sign below and note the ship to address and email or fax this back to our Parts Department. If you have any questions, please feel free to contact me.

QTY	P/N	DESCRIPTION	UNIT PRICE (Each)	SHIPMENT
1	CZZ1740-10-SCR	SCREW W/ COUPLING BOLTS	\$6,921.53	5-7 WEEKS
1	CZZ1740-10-FB	FLAT BRUSH (DRUM SCREEN BRUSH)	\$1,269.25	5-7 WEEKS
1	CZZ1740-10-SS	STUB SHAFT ASSEMBLY (LOWER SHAFT)	\$992.64	5-7 WEEKS
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6	CZZ1740-10-BC2	BRUSH CLIP – DRILLED & TAPPED (for Cup Brush)	\$82.00	5-7 WEEKS

FREIGHT:

F.O.B. ORIGIN (Freight Prepaid & Add)

DELIVERY:

Shipment Upon Availability of Parts and Receipt of PO or Credit Card #

INSTALLATION:

Smith & Loveless is supplying the aforementioned items. Owner is responsible for installation, including all inspections and/or code compliance of the installation.

WARRANTY:

Warranty Period for Replacement Parts is 90 Days

TIME FRAME:

Quote is good for 30 days.

PAYMENT:

100% prior to shipment via check/credit card, OR, with continuing credit approval, 100% the earlier of net

30 days from date of shipment or at time of start up (if S&L start up is included in our quote).

RESTOCKING

FEE:

All returned items may be subject to a 15% to 30% restocking fee. Non-stock / electrical / made to order parts are not eligible for return. Credit for freight is based on whether the station number was provided

upon ordering.

Smith & Loveless' quotation and standard terms and conditions applies to this order and no terms set forth in buyers purchase order, acknowledgment letter or verbal communication shall control unless approved in writing by the S&L Contract Department. In the event of any inconsistency between S&L's terms and conditions and buyers purchase order, S&L's terms and conditions shall govern.



Smith & Loveless Inc.

Above All Others:

CUSTOMER #:

Part Order Acknowledgement

SALES ORDER #:

PS122750 ORDER DATE: 09/30/21

PURCHASE ORDER #:

2906

S&L REPRESENTATIVE: FALCON ENVIRONMENTAL CORP WN

SHIP VIA: COMMERCIAL CARRIEROBORIGIN

Please sign acknowledgement and RETURN to (FREIGHT PREPAY & ADD)

PAYMENT TERMS:

34094

X A28

PMS: NET 30 CUSTOMER#:

CUSTOMER #:		CUSTO	MER#: 34094		! P	and RETURN	
BILL TO	VILLAGE OF QUESTA 2500 OLD STATE ROAD 3 P.O. BOX 260 QUESTA, NM 87556 USA	SHIP TO:	VILLAGE OF QUESTA UTILITY - WASTEWATER 2500 OLD STATE ROAD ; QUESTA, NM 87556 USA	‡3	[and RETURN and RETURN Smith & Loveless Smith & Loveless parts@smithandloveless.com	
	PART#		PRICE (EACH) US\$	PRICE EXTENDE	D US\$		
001	1 CZZ1740-10-SCR SCREW W/ COUPLING BOLTS S/N 1740-10	1 DUE	6921.53	6921.53			
002	1 CZZ1740-10-FB FLAT BRUSH (DRUM SCREEN	1 DUE	1269.25	1269.25	TERMS: FREIGHT:	F.O.B. ORIGIN (Freight Prepaid & Add) Customer must request complete shipment, otherwise partial shipment will occur.	
	BRUSH) S/N 1740-10			DELIVERY:		Shipment Upon Availability of Parts and Receipt of P Credit Card #	
003	1 CZZ1740-10-SS STUB SHAFT ASSEMBLY S/N 1740-10	1 DUE	992.64	992.64	INSTALLATION:	Smith & Loveless is supplying the aforementioned items. Owner is responsible for installation, including all inspections and/or code compliance of the installation.	
004	1 CZZ1740-10-SA	1 DUE	1394,13	1394.13	WARRANTY:	Warranty Period for Replacement Parts is 90 Days	
	SUPPORT ARM ASSEMBLY S/N 1740-10		1334,13	1334.13	CANCELLATION:	Orders cancelled after 36 hours will have a cancellation fee assessed. Cancellations are not permitted for non-stock / electrical / made to order parts.	
005	10 CZZ1740-10-BC1 BRUSH CLIP (FOR FLAT DRUM SCREEN BRUSH) S/N 1740-10	10 DUE	12.45	124.50	RESTOCKING FEE:	All returned items may be subject to a 15% to 30% restocking fee. Custom / non-stock / electrical orders are not eligible for return. Credit for freight based on if station	
006	6 CZZ1740-10-BC2 BRUSH CLIP - DRILLED & TAPPED (FOR CUP BRUSH) S/N 1740-10	6 DUE	82.00	492.00	PAYMENT:	number was provided upon ordering. 100% prior to shipment via check/credit card, OR, with continuing credit approval, 100% the earlier of nel 30 days from date of shipment.	
	EMAIL ORDER FROM ANTHO P: 575-770-5034 E: amartinez@villageof S/N 1740-10	·		NTINUED		Smith & Loveless' quotation and standard terms and conditions applies to this order and no terms set forth in buyers purchase order, acknowledgment letter or verbal communication shall control unless approved in writing by the S&L Contract Department. In the event of any inconsistency between S&L's terms and conditions and buyers purchase order, S&L's terms and conditions shall govern.	

PLEASE SIGN AND RETURN

REVIEW YOUR ORDER NOW. SIGN:

If any of the information above is not correct, please contact us immediately at (800) 922-9048, Option 5 or (913) 888/5201 of parts@smithandloveless.com Thank you for your business.

Smith & Loveless, Inc. • 14040 Santa Fe Trail Drive • Lenexa, KS 66215-1234, USA Ph: (913) 888-5201 • Toll Free: (800) 922-9048 • Fax: (913) 748-0106 • www.smithandloveless.com



Smith & Loveless Inc.

Above All Others:

CUSTOMER #:

VILLAGE OF QUESTA 2500 OLD STATE ROAD 3 P.O. BOX 260 QUESTA, NM 87556 USA

PART#

Part Order Acknowledgement

SALES ORDER #:

PS122750 ORDER DATE: 09/30/21

PURCHASE ORDER #:

2906

S&L REPRESENTATIVE: SHIP VIA:

FALCON ENVIRONMENTAL CORP WN

COMMERCIAL CARRIEFOBORIGIN

(FREIGHT PREPAY & ADD)

PAYMENT TERMS:

RMS: NET 30 CUSTOMER#: 34094

X A28

SHIP TO:

VILLAGE OF QUESTA UTILITY - WASTEWATER 2500 OLD STATE ROAD #3 QUESTA, NM 87556 USA

PRICE (EACH) US\$

PRICE EXTENDED US\$

Please sign acknowledgement and RETURN to parts@smithandloveless.com Smith & Loveless

TERMS: FREIGHT:

F.O.B. ORIGIN (Freight Prepaid & Add)

DELIVERY:

Customer must request complete shipment, otherwise partial shipment will occur. Shipment Upon Availability of Parts and Receipt of PO or Credit Card #

INSTALLATION:

Smith & Loveless is supplying the aforementioned items. Owner is responsible for installation, including all inspections and/or code compliance of the installation. Warranty Period for Replacement Parts is 90 Days

WARRANTY: CANCELLATION:

Orders cancelled after 36 hours will have a cancellation fee assessed. Cancellations are not permitted for non-stock / electrical / made to order parts.

RESTOCKING FEE:

PAYMENT:

All returned items may be subject to a 15% to 30% restocking fee. Custom / non-stock / electrical orders are not eligible for return. Credit for freight based on if station number was provided upon ordering, 100% prior to shipment via check/credit card, OR, with continuing credit approval, 100% the earlier of net 30 days from date of shipment.

Smith & Loveless' quotation and standard terms and conditions applies to this order and no terms set forth in buyers purchase order, acknowledgment letter or verbal communication shall control unless approved in writing by the S&L Contract Department. In the event of any inconsistency between S&L's terms and conditions and buyers purchase order, S&L's terms and conditions shall

Date: / 1-1-2-/

PLEASE SIGN AND RETURN

REVIEW YOUR ORDER NOW. SIGN:

TOTAL 11194.05

11194.05

If any of the information above is not correct, please contact us immediately at (800) 922-9048, Option 5 or (913) 889,5201 or parts@smithandloveless.com Thank you for your business.

SUBTOTAL

Smith & Loveless, Inc. • 14040 Santa Fe Trail Drive • Lenexa, KS 66215-1234, USA
Ph: (913) 888-5201 • Toll Free: (800) 922-9048 • Fax: (913) 748-0106 • www.smithandloveless.com