

INVITATION TO BID (ITB)
SANDOVAL COUNTY PUBLIC WORKS
JANITORIAL SERVICES



ITB# FY18-SCPW-05

Release Date: May 6, 2018

Due Date: June 6, 2017 at 2:00 p.m.

I. INTRODUCTION

A. PURPOSE OF THIS INVITATION TO BID

Sandoval County Board of County Commissioners is requesting sealed bids on behalf of the Sandoval County Public Works for a **Multi-Step Invitation to Bid** for Janitorial Services (NIGP Commodity Codes # 91003, 91025, 91039 and 95863). Responses will be accepted in the Finance Department, Attn: Ms. Trish Greene, Sandoval County Administrative Bldg., 1500 Idalia Road, Bldg. D 2nd floor, P.O. Box 40, Bernalillo, New Mexico up to 3:00 p.m. (Mountain Standard Time) on June 6, 2018. The Sandoval County Board of Commissioners reserves the right to reject any and all responses.

B. SCOPE OF PROCUREMENT

The Sandoval County Public Works Department is soliciting sealed bids from prospective Bidders who will be able to provide the County with Janitorial Services that meets all the criteria outlined in this ITB.

C. PROCUREMENT MANAGER

1. Sandoval County has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Trish Greene, Senior Procurement Specialist
Address: Sandoval County
1500 Idalia Road Bldg. D 2nd Floor
PO Box 40
Bernalillo, NM 87004

Telephone: (505) 404-5873
Fax: (505) 867-7605
Email: tgreene@sandovalcountynm.gov

2. All deliveries of responses via express carrier must be addressed as follows

Name: Trish Greene, Senior Procurement Specialist
Reference ITB Name: Janitorial Services
ITB# FY18-SCPW-05
Address: Sandoval County
1500 Idalia Road Bldg. D
PO Box 40
Bernalillo, NM 87004

3. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Bidders may ONLY contact the Procurement Manager regarding this procurement. Other county

employees or Evaluation Committee members do not have the authority to respond on behalf of the County. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** A Protest Manager has been named in this Request for Bids, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Bids. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the Invitation to Bid contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue ITB	Sandoval County	5-6-18
2. Return of Acknowledgement of Receipt Form	Bidders	5-9-18
3. Mandatory Pre-Bid Meeting and Walk Through	Sandoval County/Bidders	5-14-18 @ 8:30 a.m.
3. Deadline to Submit Questions	Bidders	5-18-18
4. Response to Written Questions	Potential Bidders	5-22-18
5. Submission of Sealed Bids	Bidders	6-6-18
6. Public Opening	Sandoval County	TBD
7. Bid Tabulation	Sandoval County	TBD
8. Commission Approval	County Commission	TBD
9. Bid Award	County Commission	TBD
10. Protest Deadline		+15 days

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II. A., above.

1. Issuance of ITB

This ITB is being issued on behalf of the Sandoval County Public Works Department.

2. Acknowledgement of Receipt

Potential Bidders may e-mail, hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Bids Form" that accompanies this document, APPENDIX A, to have the Bidder placed on the procurement distribution list. The form should be signed by an authorized

representative of the Bidder, dated and returned to the Procurement Manager by 5:00 pm MST or MDT on May 9, 2018.

The procurement distribution list will be used for the distribution of written responses to questions.

3. Mandatory Pre-Bid Meeting and Walk Through

Bidders who intend to submit a bid will be required to attend a MANDATORY PRE-BID MEETING and WALK THROUGH of the 11 facilities. This will provide an opportunity for the bidders to ask of the bid and receive any clarity of the intent of the bid. All questions should be forwarded to Trish Greene, Procurement Manager. **The walk through is scheduled for Monday, May 14, 2018 at 8:30 a.m. at The Administrative Building at 1500 Idalia Road, Building D, Bernalillo, NM.**

4. Deadline to Submit Written Questions

Potential Bidders may submit written questions to the Procurement Manager as to the intent or clarity of this ITB until May 22, 2018 at 4:00 pm Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the ITB or other document which form the basis of the question.

5. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Bidders whose name appears on the procurement distribution list. An e-mail copy will be sent to all Bidder's that provide Acknowledgement of Receipt Forms.

6. Submission of Bids

ALL BIDS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM MOUNTAIN STANDARD TIME /DAYLIGHT TIME ON June 6, 2018. Bids received after this deadline will not be accepted or considered. The date and time of receipt will be recorded on each bid.

Bids must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2. Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response for Janitorial Services and ITB# FY18-SCPW-05. Bids submitted by facsimile, or other electronic means will not be accepted.

A public log will be kept of the names of all Bidders that submitted bids. Pursuant to NMSA 1978, § 13-1-116, the contents of bids shall not be disclosed to competing potential Bidders during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Bids.

7. Public Opening

Sealed bids will be publically opened to the bidders who had their Technical Responses accepted in the First Phase of this Multi-Step Bid process.

Bidders with acceptable Technical Responses will be notified regarding the time and place of the Public Bid Opening of the qualified Cost Response Bid Packages.

The date and time of receipt will be recorded on each bid. Bids must be addressed and delivered to the Procurement Manager at the delivery address listed in Section I. Paragraph C. Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to “: **ITB# FY18-SCPW-05**”.

8. Bid Tabulation

Any Contractual agreement(s) resulting from this ITB will be finalized with the most advantageous Bidder(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the Sandoval County.

9. Commission Approval

The contract shall be awarded to the Bidder whose Bid is most advantageous to Sandoval County and Sandoval County Public Works Department. The award is subject to appropriate Sandoval County Commission approval.

10. Bid Award

After review of the bids, the contract for the item(s) or services will be awarded to the lowest Responsible and Responsive Bidder meeting or exceeding the required specifications for this sealed bid.

11. Protest Deadline

Any protest by a Bidder must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Bids, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Bids. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Trish Greene, Senior Procurement Specialist
Sandoval County
1500 Idalia Road Bldg. D 2nd Floor
PO Box 40
Bernalillo, NM 87004

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Bidders must indicate their acceptance of the Conditions Governing the Procurement section in the Letter of Transmittal. Submission of a bid constitutes acceptance of the all factors described herein.

2. Incurring Cost

Any cost incurred by the potential Bidder in preparation, transmittal, and/or presentation of any bid or material submitted in response to this ITB shall be borne solely by the Bidder. Any cost incurred by the Bidder for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Bidder.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this ITB shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement which may derive from this ITB.

4. Amended Bids

A Bidder may submit an amended proposal before the deadline for receipt of Bids. Such amended Bids must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The County personnel will not merge, collate, or assemble proposal materials.

5. Bidder's Rights to Withdraw Proposal

Bidders will be allowed to withdraw their Bids at any time prior to the deadline for receipt of Bids. The Bidder must submit a written withdrawal request addressed to the Procurement Manager and signed by the Bidder's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the Bids is governed by the applicable procurement regulations.

6. Bid Offer Firm

Responses to this ITB, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of Bids or ninety (90) days after the due date for the receipt of a best and final offer, if the Bidder is invited or required to submit one.

7. No Obligation

This ITB in no manner obligates Sandoval County to the use of any Bidder's services until a valid written contract is awarded and approved by appropriate authorities.

8. Termination

This ITB may be canceled at any time and any and all Bids may be rejected in whole or in part when the agency determines such action to be in the best interest of Sandoval County.

9. Sufficient Appropriation

Any contract awarded as a result of this ITB process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

10. Legal Review

The County requires that all Bidders agree to be bound by the General Requirements contained in this ITB. Any Bidder's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

11. Governing Law

This ITB and any agreement with a Bidder which may result from this procurement shall be governed by the laws of the State of New Mexico.

12. Basis for Bid

Only information supplied, in writing, by Sandoval County through the Procurement Manager or in this ITB should be used as the basis for the preparation of Bidder Bids.

13. Bidder Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Bidder to adhere to the requirements specified within this ITB. The Evaluation Committee will reject the proposal of any potential Bidder who is not a Responsible Bidder or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-82 and 13-1-85.

Bidders must, upon request of the County, provide information and data to prove that the financial resources, production or services facilities, service reputation and experience are adequate to make satisfactory delivery of materials and/or service.

14. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive Bids failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

15. Notice of Penalties

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

16. Right to Publish

Throughout the duration of this procurement process and contract term, Bidders and contractors must secure from the County written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or County contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Bidder's proposal or termination of the contract.

17. Ownership of Bids

All documents submitted in response to the ITB shall become property of the Sandoval County.

18. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this ITB 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 County.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring County's written permission.

19. Use of Electronic Versions of this ITB

This ITB is being made available by electronic means. In the event of conflict between a version of the ITB in the Bidder's possession and the version maintained by the agency, the Bidder acknowledges that the version maintained by the County shall govern.

20. Use by Other Government Agencies

By submitting a bid, the Bidder indicates that they understand and agree that other local public bodies and state agencies with the State of New Mexico, if allowed by their governing directives, may contact for the goods and services included in this procurement document with the awarded Contractor(s). Contractual engagements accomplished under this provision shall be solely between the awarded Contractor and the contracting government entity with no obligation or liability by Sandoval County.

21. Campaign Contribution Disclosure Form

Bidder must complete, sign, and return the Campaign Contribution Disclosure Form as a part of their proposal. Failure to complete and return the signed unaltered form will result in disqualification.

22. Letter of Transmittal

Bidder's proposal must be accompanied by the Letter of Transmittal Form which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Bidder organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Sub-contractor will not be authorized for this procurement.
6. Identify the following with a check mark and signature where required:
 - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement **Explicitly indicate acceptance of Section VII of this ITB**; and
 - b. Acknowledge receipt of any and all amendments to this ITB.
7. Be signed by the person identified in para 2 above.

24. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Bidders **must** include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

A. New Mexico Business Preference

OR

B. New Mexico Resident Veterans Business Preference

In addition to a copy of the certification, the Bidder should sign and complete the Resident Veterans Preference Certificate form, as provided in this ITB.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply when the expenditures for this ITB includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

This section describes the format and organization of the Bidder's responses. Failure to conform to these guidelines may result in the disqualification of the bid.

A. NUMBER OF RESPONSES

Bidders shall submit only one bid in response to this ITB.

B. NUMBER OF COPIES

Bidders shall deliver one (1) ORIGINAL and three (3) COPIES, signed and sealed bids to the location specified in Section 1 Paragraph C on or before the closing date and time for the receipt of bids.

C. BID CONTENTS

All Bids **MUST** contain the following items:

1. **COMPLETED, SIGNED AND E-MAILED/FAXED** Acknowledgement of Receipt Form (Appendix A)
2. **COMPLETED AND SIGNED** Campaign Contribution Disclosure Form (Appendix B)
3. **COMPLETED AND SIGNED** Letter of Transmittal Form (Appendix C)
4. **COMPLETED AND SIGNED** Resident Veterans Certification (Appendix D) if applicable
5. **COMPLETED AND SIGNED** Conflict of Interest Affidavit (Appendix E)
6. **COMPLETED AND SIGNED** Non-Collusion Affidavit (Appendix F)
7. **COMPLETED AND SIGNED** Bid Form (Appendix G)

D. SUMMARY

This is a Multi-Step sealed bid procurement and priced bids will be considered **ONLY** in the second phase and **ONLY** from those bidders whose unpriced technical offers are found to be acceptable in the first phase. Bidders with acceptable technical offers will be notified regarding the time and place of the public bid opening for the qualified Cost Response Bid Packages.

Sandoval County intends to seek and obtain professional janitorial services, by a reputable provider to perform necessary janitorial services to the eleven (11) County owned and leased facilities located within County limits.

IV. SPECIFICATIONS AND REQUIREMENTS:

1. BID SUBMITTAL REQUIREMENTS

A. To be considered, each bidder must submit two (2) sealed packages including:

- A sealed technical response to this Invitation to Bid (ITB) **without** an included price; and
- A sealed cost response for the services requested. The bids must be signed, in ink, by an official authorized to bind the bidder to its provision.

B. Bid Cost Responses and Technical Responses must be clearly marked with the name of the Bidder, "Attn: Trish Greene," and the following statements on the outside bottom left corner of the sealed envelope:

- Envelope 1 - ****Sandoval County Janitorial Services Technical Response****
- Envelope 2 - ****Sandoval County Janitorial Services Cost Response****

C. Sealed envelopes must be received by **2:00 p.m. on June 6, 2018**. The bidder is responsible for the timely receipt of their bid by the Finance department. Late or faxed bids will not be considered.

D. Each Envelope must contain one (1) original and 3 (three) identical copies and must be submitted to the Sandoval County Finance Department located on the 2nd floor of the Sandoval County Administrative Building at 1500 Idalia Road, Bldg. D, in Bernalillo, New Mexico or packages containing both sealed envelopes may be mailed to the Sandoval County Finance Department, Attn: Trish Greene, P.O. Box 40, Bernalillo NM 87004, clearly marked **"Janitorial Services: ITB# FY18-SCPW-05"**.

E. Format: Bids should be 8 ½ x 11 inches, bound in a single document and organized in sections following the other specified under content

2. TECHNICAL RESPONSE:

Bidders must submit written narrative responses to the following topics: *(To be included in the first sealed envelope)*

A. Project Approach

Describe your understanding of the County's needs, taking into account the required criteria listed by the County. Identify the methods your firm will use to meet the requirements.

B. Firm Description

Provide a description of your firm and list relevant information about capabilities, rate of service, and length of time in existence.

C. Relevant Experience

Describe relevant experience your firm has with providing Janitorial services for other government entities or similar size organizations.

D. Key Personnel Qualifications

Identify key personnel assigned to the project, their respective roles and a synopsis of their relevant experience.

E. References

List of public agencies or clients for whom similar work has been performed. Provide the name, title, and phone number of a contact person. The County may request a copy of a similar plan prepared by your firm for another client.

F. Insurance

Provide copies of all insurance and bonds.

3. QUALIFICATIONS

Pre-Qualification for this ITB will be evaluated based upon the following factors (*To be included in first sealed envelope*):

A. Capability, Qualifications and References

- Statement of Qualifications should indicate the ability of the contractor to meet the terms of the ITB.
- Statement of Qualifications should indicate the competence of personnel whom the bidder intends to assign to the project.
- Qualifications will be measured by training and experience, with particular reference for previous work experience in facilities of equal or greater size to that described in the ITB.
- Emphasis will be placed upon the qualifications of bidder's project manager.

B. Work Plan Requirements

The contents of the Work Plan shall include, at a minimum, the following:

- Number of employees to be assigned to project
- Number of hours per day each employee will be assigned
- Start and end times for employees
- Description of cleaning methods

C. Bidders who intend to submit bids will be required to attend a mandatory pre- bid meeting and walk through of the eleven (11) facilities. This will provide an opportunity for the bidder(s) to ask any questions of the bid, and receive clarity of the intent of the bid through mutual understanding. The walk through is scheduled for **8:30 a.m. on May 14, 2018**. Please meet at the reception desk at the Sandoval County Administration Building located at 1500 Idalia Road, Building D, Bernalillo, NM 87004.

D. The Content of this ITB, its attachments, the bid and any mutual understandings resulting from oral presentations will become contractual obligations if a contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of a proposed contract. Sandoval County further reserves the right to interview the key personnel assigned by the successful bidder to this project. **Sandoval County reserves the right to reject** any and all bids. To waive any irregularities or technicalities that is in the best interest of the County.

4. OBJECTIVE

The County wishes to secure timely, consistent, and cost effective janitorial services, from one contractor, to ensure clean and safe office facilities for employees and persons doing business with the County and its staff.

The Objectives of the County are as follows:

- A. Clean buildings. The definition of clean means "free of dirt, pure, spotless, sanitary, sterile, and uncontaminated". The ultimate responsibility of the vendor is to provide facilities that are uniformly clean, hygienic, orderly, attractive, which will reflect favorably upon the County and the Contractor.
- B. Variances in user traffic, building renovation work, weather conditions and other uncontrollable and unpredictable factors will determine the actual frequency requirements necessary to maintain County Standards.
- C. To contract for cost efficient and effective janitorial services. The County reserves the right to add services or delete services specified in the Contract as requirements change during the course of the contract. Prices for services to be added to the Contract will be mutually agreed to by Sandoval County and the contractor. A Contract amendment will be issued for each addition/deletion.
- D. Timely removal of trash, dirt, dust, cobwebs, and other waste. Including exterior trash waste bins and exterior portals walls and windows.
- E. Minimal interruptions of County operations.
- F. Ensure consistent and reliable janitorial services from one contractor for all County owned/leased facilities.

5. SCOPE OF WORK

The Bidder shall perform duties, functions and all other work described the Schedule of Duties listed below in a consistent and professional manner. The Bidder shall furnish at its own expense all labor, materials, machinery and appliances that may be necessary or appropriate for the performance of the work, including all related management, supervisory and administrative services.

The following duties shall be performed on a five (5) day per week (Monday through Friday) schedule or as directed by the Manager of Facility Maintenance.

**Must have one full-time person available on the Administration Complex Premises located at 1500 Idalia Road Monday-Friday, 7:30 – 4:30 to assist in the cleaning of

restrooms, throwing trash, picking up spills, vacuuming of offices when requested and other janitorial duties as assigned.

* Bidders are also to submit an alternative bid for services and cost associated with performing Carpet shampoo and cleaning, three times per year, for each of the facilities and or as needed basis:

A. Daily Tasks

1. Dust mop and wet mop all appropriate areas.
2. Empty and wipeout wastebaskets, and replace trash bags in containers.
3. Clean partitions and doors, including washing partition glass (where applicable).
4. Clean door side windows.
5. Clean walls (entire height).
6. Dust mop and wet mop all vinyl and tile floors.
7. Vacuum carpet and floor mats completely, move furniture (chairs and other small items) and put back in place, with a HEPA vacuum.
8. Clean entrance door glass- interior and exterior.
9. Clean interior of exterior glass in public waiting areas in all buildings.
10. Dust partitions, windowsills, pictures, open areas on desktops, office equipment, air registers, counters, benches, chairs, shelves, walls and vending machines.
11. Clean carpet spots and spots or stains on upholstery.
12. Clean and sterilize restrooms and kitchen/break areas thorough cleaning and disinfecting of all restrooms to include: sinks, toilets, urinals, trashcans, light fixtures, faucets, handles, counters, floors and mirrors.
13. Clean kick plates and baseboards.
14. Scrubbing of tile/vinyl floors will consist of dust mopping, then scrubbing with scrubbing machine (provided by contractor).
15. Cleaning and buffing floors will consist of dust mopping, then wet mopping, then applying buffing solution, then buffing, then dust mopping. (Buffing machine provided by contractor).
16. Mondo flooring will be cleaned as needed by method recommended by manufacture.
17. All floor mats are to be removed before scrubbing, buffing, or vacuuming the floor and then returned after the cleaning is completed.
18. Sift all ashtray urns, removing cigarette butts and any trash.
19. Areas directly outside of facilities will be cleaned and trash cans will be serviced.
20. County will provide toilet paper, paper towels, soap, hand sanitizer, toilet seat covers and sanitary napkin disposal bags. Bidder will stock all buildings daily.

B. Weekly

1. Vacuum upholstered furniture.
2. Dust wood ceilings removing cob webs and dust.

C. Monthly

1. Interior and exterior of all lower windows will be cleaned monthly. Interior windows in upper floors will be cleaned monthly.
2. Provide inspection reports for all facilities. Due the first of each month.

3. Provide Facility manager with estimated count for toilet paper, paper towels, soap, hand sanitizer, toilet seat covers and sanitary napkin disposal bags.

D. Quarterly

1. Higher level exterior windows will be cleaned quarterly.
2. Seal, buff, and/or apply wax to tile/vinyl floors with a high quality finish.
3. Carpet shampoo and cleaning.

E. Unit Prices for:

1. Price per square foot for seal, buff and wax.
 - A. VCT flooring
 - B. Ceramic Tile flooring
 - C. Rubber flooring (Mondo)
 - D. Brick
 - E. Wood
 - F. Concrete
2. Price per square foot for shampooing carpet and upholstery
3. Cost to set up a 120 person event (*Include this information in second sealed envelope labeled "Cost Response"*)
 - A. Includes setting up tables and chairs
 - B. Clean up trash after event is complete
 - C. Tear down event and put tables and chairs back in storage

6. GENERAL BID REQUIREMENTS

A. First Sealed "Technical Response" Bid Document shall include the following:

- 1) Name of firm or company, business address, name of contact person, person, telephone number, fax number and email address (if applicable).
- 2) References, especially government organizations, preferably governmental entities in New Mexico; and specifically in the Albuquerque and Santa Fe area.
- 3) Description of your firm, personnel and services provided.
- 4) Reason(s) why you believe your firm should provide these services to Sandoval County.
- 5) Copies of all applicable licenses and insurance certificate (i.e., worker's compensation, general liability, unemployment compensation, etc.).
- 6) Reason(s) why you believe your firm should provide these services to Sandoval County.
- 7) Copies of all applicable licenses and insurance certificate (i.e., worker's

compensation, general liability, unemployment compensation, etc.).

- 8) Any other pertinent information that you believe will assist the County in understanding your company and assurances if awarded the contract, i.e., most recent financial statement, bonding certificate.
- 9) Any prior experience providing services to Sandoval County. (Lack of prior experience with Sandoval County will not disqualify any bidder.)
- 10) Changes made to the ITB as the result of a response by the County, to questions or concerns raised through correspondence with prospective bidders, will be in writing and provided to each bidder until (insert time and date here).

B. Second Sealed "Cost Response" Bid Document shall include the following:

Provide a complete fee schedule with hourly billing rates for all who will work on the project. Include all charges and fees, any hidden charges or fees will not be recognized by the County. Please include job descriptions for all personnel and any relevant training they have received.

- 1) Price of services per facility and aggregate.
- 2) Number of hours that you project will be necessary to perform the described duties, per Facility and aggregate.
- 3) Bid Form Pages 1 and 2

*Please note: All information contained in a bid is subject to disclosure unless clearly marked "CONFIDENTIAL".

7. LIABILITY

Sandoval County assumes no responsibility or liability for cost incurred by the contractor prior to the signing of an agreement. Total Liability of Sandoval County is limited to the terms and conditions of any contract resulting from this ITB.

8. INDEMNIFICATION

The contractor shall indemnify and hold harmless Sandoval County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney fees arising out of or resulting from the performance of the work, which includes all labor, materials, and equipment required to produce the services required by the contract, provided that any such claim, damage, loss or expense: 1) is injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from; and 2) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The contractor assumes full responsibility and liability for compliance with any

and all local, state, federal laws and regulations applicable to the contractor and its employees, including, but not limited to, compliance with the Occupational Safety and Health Act of 1970.

9. OTHER GENERAL CONDITIONS

In the event the premises specified described herein are removed from service so that they are not used in whole or part, the fees set forth in the contract shall be proportionately reduced based on the remaining duties and functions described in the Schedule of Duties.

Insurance required during entire length of agreement is as follows:

1. Worker's compensation coverage per statutory requirements

2. Liability coverage as follows:

<u>Bodily Injury</u>	<u>Property Damage</u>
\$1 million per person	\$1 million each accident
\$1 million each aggregate	\$1 million aggregate

The contractor shall comply with any and all rules and regulations established by the County regarding security, building use, and conduct of the contractors employees on the Counties premises.

The contractor shall have a designated agent on the premises to provide adequate and continuous supervision at all times that its employees are working.

The contractor shall promptly remove any of its employees who, in the judgment of the County, either has performed his/her duties unsatisfactory or has violated the agreement.

In the event activities are scheduled or occur on the premises, which interfere with the contractor's normal cleaning schedule, the contractor shall rearrange such schedule so that the work is performed before, and/or after the activity.

The contractor is not required to rearrange work to be performed on Saturday, Sunday, or holidays.

The contractor, including all outside contractors, shall comply with all County and OSHA safety policies.

The agreement shall not be automatically renewed. Termination of agreement shall be for any reason by either party with a thirty (30) day written notice.

Contract shall be for an initial one year period with the owner option to renew for an additional three years.

All employees of the successful bidder will be required to have a background check, which will be paid by the successful bidder, to determine if the employee can be assigned to this project, particularly in facilities occupied by the Sheriff department and other facilities the County designates.

10. OTHER CONSIDERATIONS

- A. The County reserves the right to reject any and all bids. This request for bids does not commit the County to award a contract, pay any cost incurred in the preparation of bids, or to procure or contract for supplies or services.

- B. The County reserves the right to negotiate with any qualified source or to cancel, in part or in its entirety, this Request for Bids, if it is in the best interest of the County to do so. The County may require the selected bidders to participate in negotiations, and submit such price, for revisions of the bid that may result from negotiations.

- C. Contractor may perform services in offices that contain confidential and private materials that shall not be reviewed or disclosed. Contractor may be asked to sign confidentiality statements or assure the County that confidentiality will always be maintained where required.

- D. The successful bidder will be required to submit a political contribution statement as required by **N.M.S.A** 13-1-191.1. This is not a qualification for the award of this contract. Sandoval County will furnish the successful bidder with the statute referred to in this paragraph.

APPENDICES

1. Acknowledge of Receipt Form

Potential Bidders **should** hand deliver or return by facsimile, registered or certified mail or email the “Acknowledgement of Receipt Form” (see APPENDIX A) that accompanies this document to have their organization placed on the procurement distribution list. The form **should** be signed by an authorized representative of the organization and delivered to the Procurement Manager no later than the date specified in the Sequence of Events. The procurement distribution list will be used for the distribution of important information regarding this procurement.

2. Campaign Contribution Disclosure Form

The Bidder must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Bidder’s proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B)

3. Letter of Transmittal Form

The Bidder’s proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX C. The form **must** be completed and must be signed by the person authorized to obligate the company.

4. Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Bidders must include a copy of their preference certificate in this section. In addition, for resident Veterans Preference, the attached certification Form (APPENDIX D) must accompany any Offer and any business wishing to receive the preference must complete and sign the form.

5. Conflict of Interest Affidavit

Bidders must include signed and completed Conflict of Interest Form (APPENDIX E) with ITB documents. The Bidder 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 or services required under the Agreement. The Bidder certifies that the requirements of the Governmental Conduct Code Act, Sections 10-

16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

6. Non-Collusion Affidavit

In signing this form, the Bidder 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 County. (APPENDIX F)

7. Bid Form

The Bid Form (APPENDIX G) is to be completed and needs to be included in your “Cost Response”. This will be in a separate sealed envelope and not part of the Technical Response.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

JANITORIAL SERVICES

ITB# FY18-SCPW-05

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and ending with APPENDIX G.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than May 9, 2018 by 5:00 pm (Mountain Standard Time). Only potential Bidders who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Bidder written questions and the written responses to those questions as well as ITB amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Trish Greene, Senior Procurement Specialist
Sandoval County
1500 Idalia Road Bldg D, PO Box 40
Bernalillo, NM 87004
Fax: 505-867-7605
E-mail: tgreene@sandovalcountynm.gov

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Campaign Contribution Disclosure Form

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for Bids and ending with the award of the contract or the cancellation of the request for Bids.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

APPENDIX C

LETTER OF TRANSMITTAL FORM

APPENDIX C
Letter of Transmittal Form

ITB#: _____

Bidder Name: _____ **FED ID#** _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL

1. **Identity (Name) and Mailing Address** of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

___ No sub-contractors will be used in the performance of any resultant contract OR

___ The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

7. ___ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement

___ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this ITB.

___ I acknowledge receipt of any and all amendments to this ITB.

_____, 2018
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX D
RESIDENT VETERANS CERTIFICATION

New Mexico Preference Resident Veterans Certification

Reminder, a copy of Resident Veterans Preference Certificate from Taxation and Revenue MUST be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under NMSA 1978, § 13-1-21 or 13-1-22, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)* _____
(Date)

*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.

APPENDIX E
CONFLICT OF INTEREST AFFIDAVIT

APPENDIX E

CONFLICT OF INTEREST AFFIDAVIT

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANDOVAL)

I, _____ (name), being first duly sworn upon my oath, depose and state the following:

I am a former employee of _____ (name of Department/Agency), having separated/retired from state employment as of _____ (date).

I am a current employee of _____ (name of Department/Agency), or a legislator with the state, or the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee or legislator with the state. Being a current employee or legislator or family member of a current employee or legislator of the state, I hereby certify that I obtained this Agreement pursuant to Sections 10-16-7 or 10-16-9 NMSA 1978, that is, in accordance with the Procurement Code except that this Agreement has NOT been awarded via the sole source or small purchase procurement methods.

The Department/Agency and I have entered into an agreement in the amount of \$_____.

Section 10-16-8.A(1) NMSA 1978 of the Governmental Conduct Act does not apply to this Agreement because I neither sought a contract with the Department/Agency, nor engaged in any official act which directly resulted in the formation of the Professional Services Agreement while an employee of the Department/Agency.

To the best of my knowledge, this Agreement was awarded in compliance with all relevant provisions of the New Mexico Procurement Code (13-1-28, et. seq., NMSA 1978).

FURTHER, AFFIANT SAYETH NOT.

NAME

Subscribed and sworn to before me by _____ (name of former employee) this ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires:

Terms of the Conflict of Interest Affidavit are inapplicable.

APPENDIX F

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF _____)

County of _____)

_____ (name) being first duly sworn, deposes and says that
he/she is (title) _____ of organization
_____ who submits herewith to
the County of Sandoval, a bid:

That all statements of fact in such bid are true:

That said bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the County of Sandoval, or of any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of the bid, said bid:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham bid;
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw his bid;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their bid price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository or to any member or agent thereof, or to any individual or group of individuals, except that County of Sandoval, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By: _____

Title _____

SUBSCRIBED and sworn to before me this _____ day of _____, 20_____.

Notary Public: _____

My Commission Expires:

APPENDIX G

BID FORM – PAGES 1 AND 2

APPENDIX G

BID FORM (PAGES 1 AND 2)

	BUILDINGS	APPROX SQ.FT.	DAYS CLEANED	MONTHLY COST PER BUILDING
1	SANDOVAL COUNTY COURTHOUSE 711 CAMINO DEL PUEBLO, BERNALILLO, NM	29,894	M, T,W,T,F	
2	SANDOVAL COUNTY EMS BUILDING 314 MELISSA ROAD, BERNALILLO, NM	2,722	M,W,F	
3	NEW ADMINISTRATION BUILDING 1500 IDALIA ROAD, BLDG. D BERNALILLO, NM	69,384	M,T,W,T,F	
4	SANDOVAL COUNTY JUDICIAL COMPLEX 1500 IDALIA ROAD, BLDG. A BERNALILLO, NM	42,000	M,T,W,T,F	
5	SANDOVAL COUNTY HEALTH COMMONS 1500 IDALIA ROAD, BLDG. B BERNALILLO, NM	14,000	M,T,W,T,F	
6	SANDOVAL COUNTY MAGISTRATE COURT 100 MONTOYA ROAD, BERNALILLO, NM	10,000	M,T,W,T,F	
7	SANDOVAL COUNTY SOLID WASTE OFFICES 2700 IRIS ROAD, RIO RANCHO, NM BREAK ROOM	800 300	M,W,F M,W,F	
8	SANDOVAL COUNTY PUBLIC WORKS BUILDINGS ROAD AND FLEET MAINTENANCE BUILDING, SHOP 2708 IRIS ROAD, RIO RANCHO, NM	2,062 2,600	M,T,W,T,F M,W,F	
9	LA PLAZUELA TRANSIT STATION 1500 IDALIA ROAD, BLDG. C BERNALILLO, NM	1,600	M,W,F	
10	EL ZOCALO COMPLEX 264 S. CAMINO DEL PUEBLO, BERNALILLO, NM	12,850	M,T,W,T,F	

11	SANDOVAL COUNTY DETENTION CENTER 1100 MONTOYA ROAD, BERNALILLO, NM	4,656	M,T,W,T,F	

APPENDIX G – BID FORM – PAGE TWO

		SQ Ft cost	Unit Cost	
1	Seal, buff and wax: SQ Ft Cost <ul style="list-style-type: none"> • VCT Flooring • Ceramic Tile Flooring • Rubber Flooring (Mando) • Brick Flooring • Wood Flooring • Concrete Flooring 			
2	Shampoo carpet Shampoo upholstery			
3	Set up 120 person event - Unit Cost per event <ul style="list-style-type: none"> • Set up tables and chairs • Clean up trash before and after event • Tear down event and put tables and chairs back in storage 			
4	One Full Time employee on the premises of the Administration Building Complex located at 1500 Idalia, Bernalillo, NM 87004. (This individual will maintain restrooms during working hours, pick up spills, vacuum offices as requested and other janitorial duties as the need arises).			
5				
6				
7				
8				
9				
10				