

Village of Los Lunas Janitorial Services Specifications

1. Scope of the Project: Village of Los Lunas (hereinafter referred to as “Village”), desires bids from interested firms, (hereinafter referred to as “Contractor”), to provide cleaning services to the Village of Los Lunas public facilities mentioned within agreement.

The cleaning service shall include all labor, materials, machines, appliances and equipment necessary to provide and perform cleaning services in accordance with these specifications. Consideration for award of bid will be given to the Contractors whose bid substantially meets all of the required specifications, duties terms and conditions as defined in these specifications.

2. Site Visit: **A mandatory pre-bid conference** will be held on Thursday, April 20, 2017 at 9:30 a.m. at Village Hall, 660 Main Street, Los Lunas, New Mexico 87031. Be prepared to drive to each location and ask questions of services being requested. **Only those attending will be allowed to submit a Bid.**

- 2.1 All interested Contractors must attend the site visit to insure their proposal is responsive to the bid, and includes all work to be performed.
- 2.2 No subsequent financial adjustments will be authorized due to failure of the Contractor to include work detailed in these specification or conditions present at the various sites.

3. Supplies: The Village shall provide all toilet tissue, towels, napkins, liners, soaps, urinal blocks, and cups.

- 3.1 The Contractor shall furnish all detergents, waxes, dust cloths, glass cleaner, strippers, safety supplies, etc.
- 3.2 The Contractor shall own and provide cleaning equipment such as vacuums, mops/buckets, brooms, carpet machine, ladders, and floor scrubbers.
- 3.3 Except as stated herein, maintenance, stripping, cleaning refinishing and polishing of all floor surfaces shall be done in accordance with good cleaning industry standards.
- 3.4 The Village shall only pay for materials (Stripper, Sealer) needed for the Daniel Fernandez Recreation Center gym floor, as this floor requires a special stripping and sealing process due to the synthetic rubber floor.

4. Employees: All person(s) employed to perform theses services shall be legal resident(s) of the United States capable to perform work requested by the Contractor. Contractor shall pay all salaries and expenses of, and all federal, social security taxes, federal and state unemployment taxes, and any similar payroll taxes related to such employees, and will carry workmen’s compensation insurance for such employees in the amount required by law.

- 4.1 For safety reasons no children or non employees of the Contractor shall be allowed in the building with cleaning service company.

- 4.2 No Contractor, Sub-Contractor or their employees are allowed to smoke or use any tobacco products within the Village facilities.
- 4.3 The use or possession of alcoholic beverages or illicit drugs is prohibited on Village property.
- 4.4 Any Sub-Contractor or Contractor employee who reports for work showing evidence of being in an impaired condition shall not be permitted to remain on the premises.
- 4.5 The Contractor is responsible for monitoring the conduct of his/her employees and shall be held responsible for the proper investigating and resolution of suspected incidents which are in violation of these cleaning specifications.
- 4.6 Three written registered complaints involving violations of section 4 to the Facility Maintenance Supervisor shall be grounds to automatically terminate cleaning service agreement.

5. Complaints: In the event of a daily, weekly cleaning services complaint and is registered regarding the worked covered by these specifications, the Contractor or his/her representative must be available within 24 hours of the registered complaint on-site to meet with Facility Manager or his designee.

- 5.1 The purpose of this meeting is to evaluate the complaint and rectify the situation.
- 5.2 If work is not preformed to good cleaning industry standards as stated herein, and the Contractor has been notified in writing of such performance by the Village facility manager and/or supervisor, a portion of the Contractor's monthly payment shall be withheld to pay a different cleaning company the amount necessary to comply to cleaning services agreement due to poor quality cleaning standards.
- 5.3 Facility Maintenance Supervisor should provide monthly inspection of all buildings and evaluate the service(s) provided by the Contractor.
- 5.4 Contractor should provide current contact information of the person(s) assigned to the cleaning service contract.

6. Qualifications of Bidder: The Village may investigate the Contractor as deemed necessary to determine the ability of the Contractor to continue to perform the required work.

- 6.1 No Bidders will be considered who are not presently, actively engaged in the performance of contract cleaning services, and who cannot clearly demonstrate to the satisfaction of the Village, his/her ability to satisfactorily perform the work in accordance with the requirements of this specification.

7. Termination of Contract: The Village or Contractor may terminate the Contract, without cause by delivering to the designated representative, a written Notice of Termination, thirty (30) days prior to the intended termination date.

- 7.1 The Village may terminate the contract when the Contractor refuses or fails to supply enough properly skilled workers or proper cleaning equipment to satisfactorily provide complete cleaning services as required by these specifications.

- 7.2 The Village may terminate the contract when the Contractor, its sub-contractors or its employees violate laws, ordinances, or rules, regulations written in these cleaning agreement specifications.
- 7.3 If through any cause, the Contractor shall fail to fulfill in a timely and proper manner violate any of the covenants, agreements or stipulations of this agreement, the Village shall thereupon have the right to terminate this agreement by giving written notice of the Contractor of such termination and specifying the effective date of such termination. Notwithstanding the above, the Contractor shall not be relived of liability to the Village for damages sustained by the Village by virtue of any breach of this agreement by the Contractor.

8. Hold Harmless: The Contractor shall hold harmless and indemnify the Village, its Governing Body, Officers, employees, agents from all claims, liabilities, obligations, losses and the like, asserted by any third parties arising from or caused by the Contractor's negligence, misrepresentation, fraud, or any other acts.

- 8.1 The indemnity and hold harmless agreement shall include reimbursement of all attorney fees, costs and expenses incurred by the Village, its Governing Body, officers, employees or agents.

9. Liability: As between the parties, each party shall be solely responsible for any and all liability arising from personal injury, including death or damage to property arising from the act or failure to act of the respective party or of its officials, agents and employees pursuant to this Agreement.

- 9.1 General Liability Insurance shall be required and maintained throughout the terms of the Contract by Contractor in providing Janitorial Services.
- 9.2 The liability of the Village shall be subject to the immunities and limitations or the Tort Claims Act, 41-41-1 N.M.S.A. 1978 et. Seq., and of any amendments thereto.

10. Independent Contractor: Neither the Contractor nor its employees are considered to be employees of the Village of Los Lunas for any purpose whatsoever.

- 10.1 The Contractor is considered as an independent contractor at all times in the performance of the services described in Section 1 of "Scope of Work".
- 10.2 The Contractor further agrees that neither it, or its employees are entitled to any benefits from the Village under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to the employees of the Village under the provisions of the Personnel System Ordinance is now enacted or hereafter amended.

11. Personnel: The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the services required under this Agreement.

- 11.1 Such personnel shall not be employees of, or have any contractual relationships with the Village.
- 11.2 All the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local laws to perform such services.
- 11.3 None of the work of the services covered by this Agreement shall be subcontracted without the prior written approval of the Village.
- 11.4 Any work or services subcontracted hereunder shall be specified by written contract or Agreement and shall be subject to each provision of this Agreement.
- 11.5 Due to the safety sensitive area within the Los Lunas Police Department and Valencia County Central Dispatch Center, all personnel hired to perform janitorial cleaning services shall be required to undergo a FBI background investigation at Contractors own expense.**
- 11.6 Contractor shall provide official original copies to the Los Lunas Police Chief and Central Dispatch Administrator prior to performing Janitorial Cleaning Service Agreement for individual applicant approval.**
- 11.7 The Contractor shall maintain the process within Section 11.5 and 11.6 for each new employee hired by Contractor to perform Janitorial Cleaning Services.**

12. Appropriations: The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Governing Body of the Village for performance under this agreement.

- 12.1 If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice being given by the Village to the Contractor.
- 12.2 Such termination shall not result in any claim for damages by the Contractor.
- 12.3 The Village's decision as to whether sufficient appropriation and authorizations are available and have been given by the Governing Body shall be accepted by the Contractor and shall be final.

13. Terms: **Should be May 28, 2017 – May 27, 2018 with the ability to extend for two (2) additional one year terms.**

- 13.1 Except as modified by this amendment, the provisions of the price agreement shall remain in full force and effect.

14. Cleaning Schedules: These are the recommended cleaning schedules of the facilities listed. (Schedules can be modified if approved by building manager)

DF Recreation Center & Gym- Monday thru Friday to be cleaned before 10:00am

Fire Department - Monday thru Friday between 2:00 pm and 4:00 pm

Municipal Court - Monday thru Friday between 3:00 pm and 4:00 pm

Museum of Heritage & Arts – Monday, Wednesday, Friday between 8:00 am and 10:00 am

Park Maintenance Office – Any day between 8:00 am and 5:00 pm
Police Department - Monday thru Friday between 1:00 pm and 2:00 pm
Public Library – Tuesday thru Saturday between 8:00 am and 10:00 am
Senior Center - Monday thru Friday between 3:00 pm and 5:00 pm
Transportation Center - Monday thru Friday between 5:00 pm and 9:00pm
Water Department Office - Wednesday between 5:00 pm and 9:00 pm
Wastewater Treatment Facility – Wednesday between 7:00 am and 8:00 am
Wellness Center - Monday, Wednesday, Friday before closing
Village Administrative Building - Monday thru Friday between 5:00 pm and 7:00pm
Visitor Center – Tuesday and Thursday between 5:00 pm and 9:00 pm
Street Department Office – Wednesday between 5:00 pm and 9:00 pm
Vehicle Maintenance Shop/Office - Wednesday between 5:00 pm and 9:00 pm

15. Daily Cleaning Services: - Monday through Friday: Village Hall, Fire Department, Police Department, Municipal Court, Library, Multi-Generational Center, Transportation Center, Wellness Center and the Recreation Center at Daniel Fernandez Park

Daily Services – Offices, Council Chambers, Conference Rooms, Waiting Areas, Lobbies, Hallways, Kitchen areas, File rooms, PD-holding area, booking room holding cells, dispatch area, training room, officer’s lounge & court yards.

- 15.1 Wastebaskets and trash containers emptied and cleaned, trash liners provided by Village
- 15.2 Ashtrays emptied and cleaned (out of entrances near exit doors)
- 15.3 Desks, counters and table – dusted and cleaned
- 15.4 General dusting, file cabinets, window ledges, furniture, etc.
- 15.5 Upholstery whisked
- 15.6 Carpets vacuumed (all areas)
- 15.7 Wood furniture dusted
- 15.8 Telephones cleaned & disinfected
- 15.9 Offices left in an orderly manner, (lights off, doors locked if applicable)
- 15.10 Baseboards on lower end of wall dusted as needed
- 15.11 Kitchen appliances cleaned only on exterior surfaces

Daily Services – Floors

15.11 Tile floors swept and wet mopped, disinfectant used (lobby areas and entrances included). Daniel Fernandez Recreation Center gym floor shall be scrubbed at least two times a week with proper cleaning equipment, specified by the Village.

Daily Services – Restrooms

- 15.12 Sinks scrubbed, toilets cleaned and sanitized
- 15.13 Mirror cleaned
- 15.14 Floors swept and wet mopped, disinfectant used

15.15 Dispensers restocked (towels, soap, toilet paper, urinal blocks) which Village provide
Daily Services – Windows

15.16 All glass doors and windows within entryway, small glass windows on exit doors,
cleaned inside and out, including trim

15.17 Drive up and customer walk up windows in water dept. to be cleaned inside and out

15.18 Windows inside of office to be cleaned as needed (include window ledges)

Other Cleaning Services - All buildings

15.19 Provide carpet cleaning, **biannual**

15.20 Provide stripping, waxing & buffing **yearly (Police Department, biannual)**

16. Twice a week cleaning service: Los Lunas Visitor Center, Vehicle Maintenance Shop/Office,

Daily Cleaning Services: - As per Schedule

Daily Services – Offices, conference rooms, waiting areas, lobbies, hallways, and restrooms

16.1 Wastebaskets and trash containers emptied and cleaned, trash liners provided by Village

16.2 Ashtrays emptied and cleaned (out of entrances near exit doors)

16.3 Desks, counters and table – dusted and cleaned

16.4 General dusting, file cabinets, window ledges, furniture, etc.

16.5 Upholstery whisked

16.6 Carpets vacuumed (all areas)

16.7 Wood furniture dusted

16.8 Telephones cleaned & disinfected

16.9 Offices left in an orderly manner, (lights off, doors locked if applicable)

16.10 Baseboard on lower end of wall dusted as needed

Daily Services – Floors

16.11 Tile floors swept and wet mopped, disinfectant used (lobby areas and entrances included)

Daily Services – Restrooms

16.12 Sinks scrubbed, toilets cleaned and sanitized

16.13 Mirror cleaned

16.14 Floors swept and wet mopped, disinfectant used

16.15 Dispensers restocked (towels, soap, toilet paper, urinal blocks) which Village provides

Daily Services – Windows

- 16.16 All glass doors, small glass windows on exit doors, cleaned inside and out, including metal trim
- 16.17 Windows inside of office to be cleaned as needed (include window ledges)

Other Cleaning Services - All buildings

- 16.18 Provide carpet cleaning **biannual**
- 16.19** Provide stripping, waxing & buffing **yearly**

17. **Three times a week cleaning service:** Museum of Heritage & Arts

Daily Services – Offices, conference rooms, waiting areas, lobbies, hallways, kitchen areas, and restrooms.

- 17.1 Wastebaskets and trash containers emptied and cleaned, trash liners provided by Village
- 17.2 Ashtrays emptied and cleaned (out of entrances near exit doors)
- 17.3 Desks, counters and table – dusted and cleaned
- 17.4 General dusting, file cabinets, window ledges, furniture, etc.
- 17.5 Upholstery whisked
- 17.6 Carpets vacuumed (all areas)
- 17.7 Wood furniture dusted
- 17.8 Telephones cleaned & disinfected
- 17.9 Offices left in an orderly manner, (lights off, doors locked if applicable)
- 17.10 Baseboard on lower end of wall dusted as needed

Daily Services – Floors

- 17.11 Tile floors swept and wet mopped, disinfectant used (lobby areas and entrances included)

Daily Services – Restrooms

- 17.12 Sinks scrubbed, toilets cleaned and sanitized
- 17.13 Mirror cleaned
- 17.14 Floors swept and wet mopped, disinfectant used
- 17.15 Dispensers restocked (towels, soap, toilet paper, urinal blocks) which Village provides

Daily Services – Windows

- 17.16 All glass doors and windows within entry way, small glass windows on exit doors, cleaned inside and out, including metal trim
- 17.17 Windows inside of office to be cleaned as needed (include window ledges)

Other Cleaning Services - All buildings

- 17.18 Provide carpet cleaning **biannual**
- 17.19 Provide stripping, waxing & buffing **yearly**

18. **Once a week cleaning service:** Park Maintenance Office, Water Department, Wastewater Treatment Facility, and Street Department Shop/Office.

Daily Services: Offices, waiting areas, courtyard, kitchen areas, conference rooms, hallways, file rooms.

- 18.1 Wastebaskets and trash containers emptied and cleaned, (trash liners provided by Village)
- 18.2 Ashtrays emptied and cleaned
- 18.3 Desks, counters and table – dusted and cleaned
- 18.4 General dusting, file cabinets, window ledges, furniture, etc.
- 18.5 Upholstery whisked
- 18.6 Carpets vacuumed (all areas)
- 18.7 Wood furniture dusted
- 18.8 Telephones cleaned & disinfected
- 18.9 Offices left in an orderly manner, (lights off, doors locked if applicable)
- 18.10 Baseboard on lower end of wall dusted as needed

Services: Floors

- 18.11 Tile floors wet mopped and disinfectant used

Services: Restrooms

- 18.12 Sinks scrubbed, toilets cleaned and sanitized
- 18.13 Mirrors cleaned
- 18.14 Floors swept and wet mopped, disinfectant used
- 18.15 Dispensers restocked (towels, soap, toilet paper, urinal blocks) which Village provides

Services: Windows

- 18.16 All glass door, small glass window on doors cleaned inside and out
- 18.17 Windows inside of office to be cleaned as needed (include window ledges)

Other Cleaning Services - All buildings

- 18.18 Provide carpet cleaning **biannual**
- 18.19 Provide stripping, waxing & buffing **yearly**

STANDARD BID CLAUSES

AWARD OF BIDS

The award of the bid shall be made to responsible bidder or bidders whose bid meets specifications. The Village of Los Lunas reserves the right to reject any or all bids.

TIMETABLE:

Bids pursuant to this request must be received at the Village of Los Lunas Village Hall located at 660 Main Street, Los Lunas New Mexico 87031, at 2:00 pm on Thursday, April 27, 2017 at 2:00 pm when bids which have been received up until the time will be opened. This opening will occur at the Village Council Chambers located at the Village Offices. The successful bidder will be notified by mail of award and delivery of said items, shall be scheduled immediately thereafter.

ENVELOPES:

Sealed envelopes shall be clearly marked indicating that a bid is enclosed and the type of bid will be identified. This information shall be placed on the lower left hand corner of the envelope. Failure to comply with the requirement shall result in the rejection of the bid.

BRIBERY AND KICKBACK:

As required by Section 13-1-191, N.M.S.A. 1978, it should be noted that it is a third degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-01, N.M.S.A. 1978); it is a third degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, N.M.S.A. 1978); it is a fourth degree felony to commit the offense of offering or paying illegal kickback (Section 30-41-2, N.M.S.A. 1978).

RESPONSIBILITY OF BIDDER:

At all times it shall be the responsibility of the bidder to see that their bid is delivered to the Village by the date and time set for the opening of the bid. If the mail or delivery of said bid is delayed beyond the deadline set for the bid opening, bids thus delayed will not be considered.

CLARIFICATION OF BID:

Bidders requiring clarification of interpretation of the bid documents shall make a written request to the Village at least seven (7) days prior to the date for receipt of bids. Any interpretation, correction or change of the bid documents will be made by addendum. Interpretations, corrections or changes of the bid documents made in any other manner will not be binding and bidders shall not rely upon such interpretations, corrections, and changes.

MODIFICATION OF WITHDRAWAL OF BID:

A bid may not be modified, withdrawn or canceled by the bidder during the stipulated time period following the time and date designated for the receipts of bids, bids submitted early may be withdrawn prior to the time designated for receipt of bids, but may not be resubmitted.

APPLICATION OF PREFERENCES:

Pursuant to Section 13-1-21 and 13-1-22, N.M.S.A. 1978, any resident business or resident manufacturer who wishes to receive the benefit of an application or preference must so state in their bid and identify their certification number from the State Purchasing Office.

**BID FORM
VILLAGE OF LOS LUNAS**

BID ITEM(S): CLEANING SERVICE BIDS:

The Village of Los Lunas will accept SEALED BIDS for Janitorial Service up to 2:00 pm, Thursday, April 27, 2017 at the Village of Los Lunas Administration Building. Los Lunas, New Mexico 87031. A public bid opening will be held at 2:00 pm, Thursday April 27, 2017 and any BIDDER or their authorized representatives are invited to attend.

Bidders must bid on this Bid form and if bidder must make any changes in the specifications, then a detailed clarification of the proposed substitution, including manufacturer's drawings and specifications, shall be placed on the vendor's letterhead and attached to this Bid Form. The Village of Los Lunas reserves the right to reject any and all bids and to waive any informality in any bid.

Bid envelopes must be clearly marked "**Janitorial Service Bid**", on the lower left hand corner of the envelope. Any bidder who wishes to receive a resident business preference must include their State Purchasing Office Certification Number in order to receive such a preference.

(Year 2017)	(Year 2018)	(Year 2019)
Bid item _____	Bid item _____	Bid item _____
Total bid _____	Total bid _____	Total bid _____
Tax Amt. _____	Tax Amt. _____	Tax Amt. _____

Attached you will find general guidelines and specifications for each of the above proposed item(s).

VENDOR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

STATE PURCHASING RESIDENT CERT.#: _____

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF NEW MEXICO)
COUNTY OF VALENCIA)

_____ of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a part to any collusions among bidders in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from proposing, or with the Village official or employee as to quantity, quality or price in the prospective contract, or any other terms of said things of value for special consideration in the letting of a contract.

Subscribed and sworn to before me this ____ day of _____ 2017.

Notary Public _____ My commission expires: _____