

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director RLK
Date: February 14, 2025
Subject: Request for Approval to Award ITB No. 25109 to Familia Rios, LLC d/b/a Nelly's Cleaning Service of Santa Fe, NM, for Janitorial Services for a Total Not-To-Exceed Amount of \$72,500, Including NM GRT

SUMMARY

The Agency recommends awarding Invitation to Bid (ITB) No. 25109 to Familia Rios, LLC d/b/a Nelly's Cleaning Service of Santa Fe, NM, for janitorial services and approving the Services Agreement (Agreement) with Nelly's Cleaning Service for a total not-to-exceed amount of \$72,500, including NM GRT.

On February 3, 2025, the Agency issued ITB No. 25109 for janitorial services for six buildings at the Caja del Rio Landfill (Landfill) and the Buckman Road Recycling and Transfer Station (BuRRT).

Four bidders responded on February 13, 2025:

- Clearly Clean Janitorial Service, Rio Rancho, NM
- Familia Rios, LLC d/b/a Nelly's Cleaning Service, Santa Fe, NM
- Nebula Advisors, Santa Fe, NM
- Ramon Lorenzo Martinez d/b/a Guy in the Chair, Santa Fe, NM

Nelly's Cleaning Service was the lowest responsive bidder, with a bid of \$5,480.00 monthly, excluding NMGRT.

The award recommendation is based on the final selection's price after applying valid New Mexico/Native American resident and resident veteran preferences, with Nelly's Cleaning Service being the lowest.

Per Article 5, the Agreement can be renewed annually upon Board approval, not to exceed ten years. Any request for a price adjustment is subject to Board approval.

Funding is available in 8100851.510310 and 8100852.510310 (Service Contracts).

BACKGROUND

The Agency maintains a clean workplace, including the buildings for its employees and customers. The Agency performs a variety of operations at each of its facilities, where staff, customers, and contractors encounter dirt and other potentially hazardous and infectious materials that can be left behind in the buildings, which can negatively impact human health.

Table 1. Bid Summary for ITB No. 25109 – Janitorial Services.

Description	Clearly Clean Janitorial Service	Nebula Advisors	Nelly's Cleaning Service	Guy in the Chair
Janitorial Services: Five days per week for three buildings, twice weekly for one building, and once weekly for two buildings – per month ⁽¹⁾	\$5,108.00	\$6,473.00	\$5,480.00	\$5,323.50
Preference Submitted	Yes - expired 2/10/2025	No	Yes	No
Percentage Applied	0%	0%	8%	0%
Final Selection Based Price	\$5,108.00	\$6,473.00	\$5,041.60	\$5,323.50

⁽¹⁾ Excluding NM GRT

The ITB calls for a cleaning company to perform janitorial services at the following locations five days each week with noted exceptions:

Landfill Administrative Building

Conference Room Two Bathrooms
 General Office Area Two Offices

Landfill Maintenance Shop Building

Equipment Supervisor's Office Break Room
 Two Bathrooms Parts Room
 Main Shop Floor Walkway Area (Sweeping Only)

Landfill Scale House (Once/week)

Office Bathroom

BuRRT Admin Building

Conference Room Three Offices
 Two Bathrooms Kitchen/Break Room
 The entire Building with Tiles, including the Reception Area and Hallways

BuRRT Scale House (Twice/week)

Office Bathroom

BuRRT HHW Collection Building (Once/week)

Office Bathroom

ACTION REQUESTED:

The Agency recommends awarding ITB No. 25109 -- Janitorial Services to Nelly's Cleaning Service.

The Agency also requests the Board to approve the Services Agreement with Nelly's Cleaning Service for \$72,500, including NM GRT, to provide janitorial services for the Landfill and BuRRT facilities.

Attachments:

- 1) Services Agreement with Nelly's Cleaning Service
- 2) ITB No. 25109 -- Janitorial Services (without appendices)

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ATTACHMENT 1

**Services Agreement
with
Nelly's Cleaning Service**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
SERVICES AGREEMENT WITH
NELLY'S CLEANING SERVICE
(Janitorial Services - 2025)**

This SERVICES AGREEMENT ("Agreement") is made and entered into this 20th day of February 2025 by and between the Santa Fe Solid Waste Management Agency ("Agency") and Familia Rios, LLC d/b/a Nelly's Cleaning Service ("Contractor") for janitorial services as described in ITB No. 25109 and below.

1. SCOPE OF SERVICES

The services subject to this Agreement are set forth in the Scope of Services attached hereto in Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

A. Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement.

B. Contractor agrees to obtain and maintain throughout the term of this Agreement all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Seventy-Two Thousand Five Hundred Dollars and No Cents (\$72,500.00).

B. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of detailed invoices containing the services completed. Compensation shall be paid only for services actually

performed in accordance with the fee schedule set forth in the Scope of Services attached hereto in Exhibit A.

- D. Invoices containing reimbursement expenses, if any, shall be itemized.
- E. Contractor shall submit invoices to the Agency via mail or email as follows:

Santa Fe Solid Waste Management Agency
Attn: Accounts Payable
149 Wildlife Way
Santa Fe, NM 87506
Email: AccountsPayable@sfswma.org

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Article per Article 6 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on February 20, 2026, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed ten years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

6. **TERMINATION**

A. The Agency may terminate this Agreement at any time and for any reason by giving ten (10) days written notice to Contractor. If the Agency terminates the Agreement:

1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement. The Agency shall pay Contractor for services rendered and expenses incurred under this Section, including for preparation of the final report.

2) If compensation is not based upon hourly rates for services rendered, the Agency shall pay Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination for which compensation has not already been paid.

3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

B. The Agency further reserves the right to cancel all or any part of this Agreement without cost to the Agency if Contractor fails to meet the provisions for this Agreement, and except as otherwise provided herein, to hold Contractor liable for any excess costs associated with Contractor's default. Contractor shall not be liable for any excess costs if failure to perform is due to causes beyond the control and shall not be the fault of negligence of Contractor and these causes have been made known to the Agency in written form within five working days of Contractor becoming aware of a cause which may create any delay. Such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods,

epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the Agency shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule. The rights and remedies of the Agency are not limited to those provided for in this Article and are in addition to any other rights provided for by law.

7. **STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS**

A. Contractor, its agents, and its employees are independent contractors performing services for the Agency and are not employees of the Agency.

B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency and shall not be permitted to use Agency vehicles in the performance of this Agreement.

C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors. Contractor retains to perform any of its obligations pursuant to this Agreement.

8. **CONFIDENTIALITY**

Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by Contractor without the Agency's prior written approval.

9. **CONFLICT OF INTEREST**

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations

pursuant to this Agreement. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict of interest.

10. ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the Agency's prior written consent. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

11. RELEASE

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the Agency, its officers, and its employees from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the Agency to any obligation not assumed herein by the Agency unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement commercial general liability insurance of \$1,000,000 for each occurrence and \$2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is canceled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

C. Contractor shall also carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$1,000,000 combined single limit for each accident.

13. INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 to 41-4-27. The Agency and its employees do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. **THIRD-PARTY BENEFICIARIES**

By entering into this Agreement, the parties do not intend to create any right, title, or interest in, or for the benefit of, any person other than the Agency and Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary.

16. **RECORDS AND AUDIT**

Contractor shall maintain throughout the term of this Agreement and for a period of three years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

17. **APPLICABLE LAW; CHOICE OF LAW; VENUE**

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency. In any action, suit, or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be brought in the First Judicial District Court, Santa Fe County, State of New Mexico.

18. **AMENDMENT**

This Agreement shall not be altered, changed, or modified except by an amendment in writing executed by the parties.

19. **SCOPE OF AGREEMENT**

This Agreement expresses the entire agreement and understanding between the parties with

respect to the services set forth in the Scope of Services attached hereto as Exhibit A. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the services Contractor undertakes pursuant to this Agreement on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

22. NOTICES

A. Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by email, as provided below, to the parties at the following addresses:

AGENCY: Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506
Email: rkippenbrock@sfswwa.org

CONTRACTOR: Jesus Rios
General Manager
Nelly's Cleaning Service
7282 Vista Serena Loop
Santa Fe, NM 87507
Email: alderete0807@gmail.com

B. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day.

C. Notice sent by email shall be effective only upon actual receipt of the original by delivery service unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation.

D. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

23. COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, NMSA 1978, §13-1-28 through §13-1-199, imposes civil and criminal penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kickbacks.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Camilla Bustamante
Chairperson

Date:

ATTEST:

Katharine E. Clark
Santa Fe County Clerk

CONTRACTOR:

Jesus Rios
General Manager
Nelly's Cleaning Service

Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A
Scope of Services

SCOPE OF SERVICES

JANITORIAL SERVICES FOR THE SANTA FE SOLID WASTE MANAGEMENT AGENCY

The Santa Fe Solid Waste Management Agency (Agency) aims to obtain the following goals for this Services Agreement:

The Agency has six buildings requiring janitorial services at the Caja del Rio Landfill (Landfill) and Buckman Road Recycling and Transfer Station (BuRRT). Due to the nature of the operations performed at both the Landfill and BuRRT facility, staff, customers and vendors are exposed to fine dust, excessive dirt, mud and other materials that may have an impact on their health.

Contractor affirms that they have the expertise and the appropriate resources to perform the janitorial services.

Contractor shall furnish all labor, materials, services, tools, and equipment necessary to perform the janitorial services. Contractor shall have control over, and be solely responsible for, all means and methods needed to perform the janitorial services.

Contractor shall clean the following six buildings five days each week with noted exceptions:

- Caja del Rio Administration Building
 - Conference room
 - Two bathrooms
 - General office area
 - Two offices

- Caja del Rio Maintenance Shop Building
 - Supervisor's office
 - Break room
 - Two bathrooms with lockers and showers
 - Parts room
 - Main equipment repairs room floor, from the wall to the first bay (sweeping and wet mopping only)

- Caja del Rio Scale House (Once a week on Monday)
 - Office area
 - Bathroom

- BuRRT Administration Building
 - The entire building with tiles, including the reception area and hallways
 - Three offices
 - Two bathrooms with lockers and showers
 - Kitchen
 - Conference room

- BuRRT Scale House (Twice a week on Sunday and Wednesday)
 - Office area
 - Two bathrooms

- BuRRT HHW Collection Center Building (Once a week)
 - Office
 - Bathroom

The hours of operations at the Landfill are from 7:00 a.m. to 5:30 p.m., Monday through Saturday. The hours of operations at the BuRRT facility are from 7:00 a.m. to 5:30 p.m., Sunday through Saturday.

The five-day janitorial schedule for the Landfill shall be Monday through Friday of each week. The five-day janitorial schedule for the BuRRT facility shall be Sunday through Thursday of each week. An alternate schedule will be considered when there is a closure or a need by the Contractor for that work week.

No janitorial services will take place on the following observed holidays: New Years's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

For safety and security purposes, the janitorial services must start at 5:30 p.m. Monday through Friday. The janitorial services for Sunday may start as early as 7:00 a.m. but no later than 5:30 p.m.

Contractor shall have reliable transportation to and from each facility.

The Agency shall provide all janitorial supplies to the Contractor. In order not to hinder janitorial services, Contractor shall make requests in advance for more janitorial supplies before running out of current supplies.

The Agency shall provide Contractor with keys to the locks for each facility's gates and office doors. Contractor shall ensure that all gates and doors are locked during and after each cleaning.

In the event of an emergency, the Agency employs a security guard company on site that is available to Contractor. In addition to the security company, security cameras are installed throughout the facilities for everyone's safety.

Other than the Hazardous Household Waste (HHW) Collection Center and Scale Houses at the Landfill and BuRRT facilities, the Contractor shall perform the janitorial services outlined by the Agency every day. Contractor shall complete a Daily Cleaning Checklist attesting to the janitorial services performed. Contractor's notes may be added for the Agency's review (Appendix A).

Contractor shall be responsible for submitting monthly billing to the Agency. The Agency shall pay monthly billing within 30 days of receipt. No pre-payments for cleaning services provided are available.

Contractor is responsible for all applicable New Mexico gross receipts taxes associated with this Services Agreement and remitting the taxes to the New Mexico Taxation and Revenue Department.

APPENDIX A
Daily Cleaning Checklist

Daily Cleaning Checklist

This checklist must be initialed by the staff cleaning the selected buildings at both Caja del Rio (admin offices and maintenance shop – daily, 5 days per week, Sunday through Thursday) and Buckman Road Recycling and Transfer Station (admin offices – daily, 5 days per week, Sunday through Thursday; BuRRT Scale House – twice a week; and HHW Collection Center and Caja del Rio Scale House – once a week).

Cleaner Signature

Date

CHECKLIST MUST BE SUBMITTED DAILY FOR EACH FACILITY. COPIES SHOULD BE LEFT IN SPECIFIED OFFICES.

DAILY TASKS

All Buildings/Facilities

- Empty trash and replace liners. Leave all full bags by the front doors.
- Collect all rubbish, papers, bottles etc., from front entrances and between buildings.
- High dust for cobwebs.
- Feather dust all electronics, bookshelves, file cabinets and picture frames.
- Disinfect/damp wipe all flat surfaces.
- Clean all drinking fountains at a high level of sanitation
- Wipe clean all open areas on desks, moving only light objects and replacing them. Do not move any paperwork.
- Remove fingerprints and marks from around light switches and doorframes.
- Sanitize all phone handles, doorknobs and light switches.
- Vacuum all carpets, mats and hard floors.
- Disinfect and wet-mop (no dust mop) all hard floors.
- Ensure all areas are cleaned and arranged in a tidy fashion prior to leaving.
- Spot clean walls, painted surfaces, glass surfaces and blinds, as needed.
- Sweep sidewalks/entryways leading to the building, weather permitting.

Conference Rooms

- Disinfect and wipe down the table and chairs.
- Vacuum and wet mop floors.
- Spot clean windows.

Kitchen Areas/Break Rooms

- High dust for cobwebs and dust light fixtures.
- Disinfect and wipe down all flat surfaces, including tables, chairs and countertops.
- Tidy up items that are remaining on counters, such as sweeteners, condiments, etc.
- Wipe down the outsides of cabinets and clean sinks.
- Clean inside and outside of the coffee pot(s) and microwave(s).

- Wipe fingerprints from light fixtures and door handles.
- Vacuum or clean seating areas of debris.
- Empty trash and replace liners. Leave all full bags by the front doors.

Restrooms

- High dust for cobwebs and dust light fixtures.
- Empty trash bins, replace liners and wipe.
- Clean or polish all mirrors, sinks, and basins.
- Clean and wipe all hand towels, hand dryers and soap dispensers.
- Wipe the outsides of all cabinets and lockers.
- Clean showers
- Disinfect and clean all urinals and toilets inside and out.
- Sweep and wet mop all floors with a disinfectant cleaner.
- Replenish toilet supplies (e.g., hand soap, paper towels, toilet paper) as needed to maintain an adequate supply.

Shop (Caja del Rio)

- Sweep, wet mop the first section of the shop floor from door to door.
- Dust, wet mop and clean the Paris Room.

WEEKLY TASKS

All Buildings/Facilities

- Clean all interior glass windows.
- Vacuum all air vents.
- Empty recycling bins. Leave all full bags by the front doors.

HHW Building (BuRRT) – Office and Restroom Only

- Empty trash and replace liners. Leave full bags by the front door.
- High dust for cobwebs and dust light fixtures.
- Feather dust all electronics, bookshelves, file cabinets and picture frames.
- Disinfect/damp wipe all flat surfaces.
- Wipe clean all open areas on desks, moving only light objects and replacing them. Do not move any paperwork.
- Remove fingerprints and marks from around light switches and doorframes.
- Sanitize phone handle, doorknobs and light switches.
- Disinfect and wet-mop (no dust mop) floors.
- Spot clean walls, painted surfaces, glass surfaces and blinds, as needed.
- Sweep sidewalks/entryways leading to the building, weather permitting.
- Clean all interior glass windows.
- Vacuum air vents.
- Clean or polish all mirrors, sinks, and basins.
- Clean and wipe all hand towel and soap dispensers.
- Wipe the outsides of all cabinets and lockers.
- Disinfect and clean toilet inside and out.

Caja del Rio Scale House – Office and Restroom Only

- Empty trash and replace liners. Leave full bags by the front door.
- High dust for cobwebs and dust light fixtures.
- Feather dust all electronics, bookshelves, file cabinets and picture frames.
- Disinfect/damp wipe all flat surfaces.
- Wipe clean all open areas on desks, moving only light objects and replacing them. Do not move any paperwork.
- Remove fingerprints and marks from around light switches and doorframes.
- Sanitize phone handle, doorknobs and light switches.
- Disinfect and wet-mop (no dust mop) floors.
- Spot clean walls, painted surfaces, glass surfaces and blinds, as needed.
- Sweep sidewalks/entryways leading to the building, weather permitting.
- Clean all interior glass windows.
- Vacuum air vents.
- Clean or polish all mirrors, sinks, and basins.
- Clean and wipe all hand towels and soap dispensers.
- Wipe the outsides of all cabinets and lockers.
- Disinfect and clean toilets inside and out.

TWICE WEEKLY TASKS

BuRRT Scale House – Office and Restrooms Only

- Empty trash and replace liners. Leave full bags by the front door.
- High dust for cobwebs and dust light fixtures.
- Feather dust all electronics, bookshelves, file cabinets and picture frames.
- Disinfect/damp wipe all flat surfaces.
- Wipe clean all open areas on desks, moving only light objects and replacing them. Do not move any paperwork.
- Remove fingerprints and marks from around light switches and doorframes.
- Sanitize phone handle, doorknobs and light switches.
- Disinfect and wet-mop (no dust mop) floors.
- Spot clean walls, painted surfaces, glass surfaces and blinds, as needed.
- Sweep sidewalks/entryways leading to the building, weather permitting.
- Clean all interior glass windows.
- Vacuum air vents.
- Clean or polish all mirrors, sinks, and basins.
- Clean and wipe all hand towels and soap dispensers.
- Wipe the outsides of all cabinets and lockers.
- Disinfect and clean toilets inside and out.

QUARTERLY TASKS

All Buildings/Facilities

Clean all exterior glass windows.

APPENDIX B

Fee Schedule

ITB No. 25109

**Santa Fe Solid Waste Management Agency
Janitorial Services**

SERVICE LABOR RATE

5:30 p.m. to 7:00 a.m., Sunday through Friday, excluding seven holidays

ITEM	DESCRIPTION	UNIT	PRICE ⁽¹⁾
1	Labor – Five days per week for three buildings, twice weekly for one building, and once weekly for two buildings.	Per Month	\$5,480.00

(1) Excluding NMGRT.

ATTACHMENT 2

ITB No. 25109

**Janitorial Services
for the
Santa Fe Solid Waste Management Agency
(Without appendices)**

**CITY OF SANTA FE
CENTRAL PURCHASING OFFICE**

for

SANTA FE SOLID WASTE MANAGEMENT AGENCY

INVITATION TO BID

JANITORIAL SERVICES

ITB # 25019

NIGP COMMODITY CODE:

91039

DUE:

**September 17, 2024
2:00 PM Mountain Time**

ITB SCHEDULE

ITB # 25019

EVENT	DATE
Advertisement/Release Date	August 22, 2024
Pre-Bid Meeting & Site Visit	September 3, 2024 at 10 a.m. Mountain Time – In person Pre-Bid Meeting & Site Visit
Deadline to Submit Questions	September 12, 2024
Deadline to Respond to Written Questions and Any Addendum	September 14, 2024
Receipt of Bids	September 17, 2024, at 2:00 p.m. Mountain Time Bids are to be uploaded to the following link: https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx
Recommendation of Award to Joint Powers Board	October 17, 2024

The Agency reserves the right to modify the dates and times mentioned above or withdraw the ITB due to significant justification(s) in the Agency's best interest.

BID OPENING: Bid opening will be accomplished through a Microsoft Teams meeting as follows:

Date: Per ITB Schedule

Time: 2:00 PM Mountain S/D Time (US and Canada) (4:00 PM Eastern S/D Time)

Web Address: Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting .](#)

Link to copy into ITBs:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YWFjZmRiZDYtYzlkOC00ZDA4LWJkMzMtY2Y5MmFINWY5ZGIw%40thread.v2/0?context=%7b%22Tid%22%3a%2277b69f5a-55ed-4363-8616-4867b0bc707f%22%2c%22Oid%22%3a%221a05b75d-789e-4d46-849e-c34d09c04400%22%7d

Meeting ID: 263 489 892 392

Passcode: Spy25c

[Download Teams](#) | [Join on the web](#)

[Learn More](#) | [Meeting options](#)

All Bidders must notify the CPO or designee if any employee(s) of the Agency or the office of CPO have a financial interest in the Bidder:

No financial interest **Yes financial interest**

If yes specify by name: _____

BIDDER FORM

Having read the Terms and Conditions and examined the Scope of Work (SOW) and Specifications for ITB No. 25019, we hereby submit this Bidder Form, Bid Sheet and other required information.

Company Name: _____

d/b/a (if applicable): _____

Mailing Address: _____

City, State, Zip Code: _____

Physical Address: _____

City, State, Zip Code: _____

Email Address: _____

Area Code + Phone Number: _____

NM Gross Receipts Tax # (CRS) _____ Federal Tax ID # _____

Payment terms: _____ (e.g., net 30 days. Discount will not be considered - see "Terms and Conditions.")

Delivery for this ITB will be Caja del Rio Landfill, 149 Wildlife Way, Santa Fe, NM 87506.

Contractor's Delivery: _____ (May be considered in the award)

Authorized Signature: _____ Print or type name: _____

Signatory Email: _____ Phone Number: _____

No addenda or amendment will be issued three (3) days before the date for receipt of bids, except an addenda or amendment withdrawing the ITBs or postponing the date for receipt of bids.

If applicable, the Bidder hereby acknowledges receipt of the following addenda or amendment:

Addenda/Amendment No. _____ Dated: _____ Addenda/Amendment No. _____ Dated: _____

Bids are subject to the "Terms and Conditions" shown on the attached pages of this document and any additional bidding instructions or requirements.

~~**Mailed, Faxed, and Emailed bids will not be accepted.**~~

TERMS AND CONDITIONS

(Unless otherwise specified)

1. **General:** When the City of Santa Fe's Chief Procurement Officer (CPO) or their designee approves a purchase document in response to the bid, a binding contract is created.
2. **Assignment:** Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the Contractor, except as expressly authorized in writing by the City Purchasing Office. Under this order, no such consent shall relieve the Contractor's obligations and liabilities.
3. **Variation in Quantity:** No increase in the SOW of services or items after award will be accepted, unless means were provided for within the contract documents. Decreases in the SOW of services, or items can be made upon request by the Agency or if such variation has been caused by documented conditions beyond the Contractor's control, and then only to the extent, as specified elsewhere in the contract documents.
4. **Default:** The Agency reserves the right to cancel all or any part of this order without cost to the Agency if the Contractor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the Contractor liable for any excess costs associated with the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform is due to causes beyond the control and shall not be the fault of negligence of the Contractor and these causes have been made known to the Agency in written form within five working days of the Contractor becoming aware of a cause which may create any delay. Such causes include, but are not limited to, acts of God or the public enemy, acts of the state or the federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the Agency shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The rights and remedies of the Agency are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.
5. **Items:** All bid items are to be new and of the most current production unless otherwise specified.
6. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
7. **Inspection:** Final inspection and acceptance will be made at the destination. Tangible items (goods) rejected at the destination for non-conformance with specifications shall be removed at the Contractor's risk and expense promptly after notice of rejection.
8. **Packing, Shipping and Invoicing:**
 - a) The City Purchasing Office's purchase order number, Contractor's name, Agency's name and location shall be shown on each packing slip, delivery ticket, package, bill of lading and other correspondence concerning the shipments. The Contractor shall accept the Agency's count as final and conclusive on all shipments not accompanied by a packing slip.
 - b) The Contractor's invoice shall be submitted duly certified and contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each complete shipment.
 - c) Invoices must be submitted to Santa Fe Solid Waste Management Agency, 149 Wildlife Way, Santa Fe, NM 87506, and not the City of Santa Fe.

9. Method of Payment:

- a) Every effort will be made to process payments within thirty (30) days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.
- b) Contractor must register with the City of Santa Fe's Enterprise Resource Planning (ERP) System. Contractor's failure to do so will experience delays in the processing of invoices and will not be able to do business with the Agency. Contractor can register online at:

<https://santafenm.munisselfservice.com/Vendors/default.aspx>.

10. Payment Provisions: All payments under this Agreement are subject to the following provisions.

- a) Acceptance - In accordance with NMSA 1978, Section 13-1-158, the Agency shall determine if the product or services provided meet specifications. Until the Agency accepts the products or services in writing, the Agency shall not pay for any products or services. Unless otherwise agreed upon between the Agency and the Contractor, within thirty (30) days from the date the Agency receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the Agency shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the Agency gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
- b) Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the invoice date. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The Agency agrees to pay in full the balance shown on each account's statement by the due date shown on said statement.

11. Taxes: The Agency is tax exempt for state gross receipts taxes for the procurement of tangible personal property, but not for services. A tax-exempt certificate will be issued upon written request to the Purchasing Office. Such tax or taxes shall be added at the time of invoicing at the current rate and shown as a separate item to be paid by the Agency.

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

13. Price Adjustments: Unit prices for services and items quoted by the Contractor are to be firm for the duration of the contract. A request for a price adjustment due to an increase or decrease in cost of living, fuel or product manufacturer/supplier is subject to approval by the Agency. The Contractor shall submit to the Agency sufficient justification to support the request.

14. Late Delivery: It is expressly understood and agreed that, as a result of the public interest and because of the monetary losses that the Agency may incur as a result of failure to deliver the items and services described in the contract on time, that time is of the essence in the performance of this Agreement. It is agreed that damages resulting from late delivery can neither be accurately anticipated nor calculated. At the option of the Chief Procurement Officer, the Agency may invoke the default provisions of the Agreement contained herein.

15. Agency Furnished Property: Agency furnished property shall be returned to the Agency upon request in the same

condition as received except for ordinary wear, tear and modifications ordered hereunder.

16. **Workers' Compensation:** The Contractor agrees to comply with State laws and rules on Workers' Compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required, this Agreement may be terminated by the Agency.
17. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Agency are considered material to any work performed under this Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without the prior written consent of the Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to ensure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.
18. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Agreement's term and effect, and retain them for three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit billings before and after payment. Payment for services under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.
19. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.
20. **Non-Collusion:** In signing this bid, the Contractor certifies they have not, directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the CPO or their designee.
21. **Nondiscrimination:** Contractor doing business with the Agency must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).
22. **Penalties:** NMSA 1978, Sections 13-1-28 through 13-1-199 imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
23. **Power of Attorney:** Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
24. **No additional terms and/or conditions will be accepted.**

INFORMATION FOR BIDDERS

1. ITB Access and Bid Submission

Solicitation packets are available in Bid Central through Vendor Self Service (VSS), see the link below to gain access.

VSS: <https://cityofsantafenmvendors.munisselfservice.com/Vendors/default.aspx>

(On the Bid page, click on "Search," to find the ITB. Anyone may view the ITB without logging in, however, you must be a registered vendor and logged in, to "Create Bid.")

To register, follow the VSS link below. Please ensure your registration profile at minimum, has the commodity codes listed on the ITB. It is your responsibility to keep your profile up to date based on the products and services your company provides.

It is the Bidder's responsibility to ensure all documents are completely uploaded and submitted electronically via Munis Bid Central (link below) by the Bid due date and time. Such submissions will be considered sealed. Bidders must ensure their bids are correct, accurate, and correspond with any amendments before submission. Complete and submit all required documents, including specifications, supporting materials, certificates, pricing, etc., through Bid Central as per instructions to form a complete, responsive bid (NMSA 1978, Sections 13-1-82 through 13-1-84 and 13-1-133).

The Santa Fe Solid Waste Management Agency (herein called "Agency") invites bidder(s) to submit their bid electronically on the forms attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Central Purchasing Office of the City of Santa Fe until 2:00 p.m. Mountain Time as per ITB Schedule. Bids are to be uploaded to the following link:

<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx>

Procurement amendments are processed through Bid Central. If amendments (addenda) are processed before bids are submitted, ensure bids reflect the amendments; after bids are submitted, bidders must update the bid by clicking "modify" and updating the associated area(s)* to ensure bid reflects the amendment.

*Bidders must replace the previously submitted documents if the amendment affects uploaded documents.

Bidders must ensure adequate time is allowed for large uploads and to fully complete bid submittal by the deadline. Bids that are not both: (1) fully complete; and (2) received, by the deadline, will be deemed late. Further, bids that are not received by the deadline because the response was captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.

LATE BIDS WILL NOT BE ACCEPTED. Bid Central will kick you out if bid is not submitted in time.

2. Preparation of Bid

All blank spaces for bid prices must be filled in, hand or type written. Bids must be in Word or PDF format.

This ITB may be canceled or any and all bids may be rejected in whole or in part whenever the Agency determines it is in the Agency's best interest to do so.

3. Bid Tabulations

Bid tabs will be posted to the Central Purchasing Office's website after the bid opening date. To access it, go to: https://www.santafenm.gov/bid_tabulations.

4. Pre-Bid Meeting & Site Visit

An in-person non-mandatory pre-bid meeting will be held per the ITB Schedule at the Caja del Rio Landfill – Administration Building located at 149 Wildlife Way, Santa Fe, NM. The pre-bid meeting will provide information on significant aspects of the project and may address any potential bidder questions. A site visit will be conducted during this time to ensure that bidders are acquainted with the specific needs of the Agency.

5. Correction or Withdrawal of Bid

A bid containing a mistake discovered before bid opening may be modified or withdrawn by the Bidder before the deadline for receipt of bids by emailing a written notice to Purchasing_ITB@santafenm.gov. Withdrawn bids may be resubmitted up to the time and date designated for the receipt of bids, provided they are then fully in conformance with the ITB.

6. Interpretations and Addenda

No oral interpretation of the meaning of any section of the ITB will be binding. Oral communications are permitted to assess the need for an addendum. Any questions concerning the ITB must be addressed prior to the date set for receipt of bids.

Every request for such interpretations should be submitted via email to Danita Boettner at dboettner@sfswwa.org and to be given consideration must be received at least five (5) days prior to the date set for receipt of bids. Other Agency employees do not have the authority to respond on behalf of the Agency.

Any and all such interpretations and any supplemental instruction will be in written addenda to the ITB, which, if issued, will be sent to all prospective Bidders through Vendor Self Service (VSS) not later than three (3) days prior to the date set for receipt of bids. Failure of any Bidder to receive any such addenda or interpretations shall not relieve Bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the contract documents.

Addenda may be obtained from Danita Boettner via email at dboettner@sfswwa.org or website <https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx>.

The Agency reserves the right not to comply with these time frames mentioned above if an addendum is required to extend the bid deadline or cancel the ITB due to significant justification(s) that are in the Agency's best interest.

7. Laws and Regulations

The Bidder's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over the subject of this ITB shall apply to the ITB throughout, which will be deemed to be included in the ITB the same as though written out in full.

8. Disclosure of Bid Contents

All bids and documents pertaining to the bid shall be opened publicly. Each bid, except those portions for which a bidder has made a written request for confidentiality, shall be open to public inspection. Any data, which a bidder believed should be kept confidential shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices and makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary.

9. Brand Name or Equal Specification

In accordance with NMSA 1978, Section 13-1-168, all brand names specified in this bid are not meant to be restrictive but used as descriptive or equal specification.

Bidders shall clearly indicate that it is offering an "equal" product unless the Bidder is offering the brand name product(s) referenced in the inquiry. Should any specified brands or models be listed incorrectly, discontinued or improved, the Bidder shall note such changes in their responses and include the pertinent details regarding the change. In the event the

item has been discontinued, the Bidder will be allowed to propose comparable goods or services along with the necessary supplemental documentation supporting their position.

The Agency reserves the right to evaluate "or equal" or any line of the SOW that does not exactly meet the requirements. The Agency also reserves the right to evaluate based on the make and model submitted by the bidder and review all specifications to ensure that make and model meets or exceeds the specifications listed in the SOW and deny the bid with justification if the minimum requirements are not met.

10. Method of Award

The Agency also reserves the right to award to multiple Bidders to meet the needs of the Agency in accordance with NMSA 1978, Section 13-1-153.

The ITB sets forth all specifications to be used in determining acceptability. An acceptability evaluation is not conducted for the purpose of determining whether one bidder's item is superior to another's, but only to determine that a bidder's offering is acceptable as set forth in the ITB. Any bidder's offering which does not meet the acceptability requirements shall be rejected as non-responsive.

Following determination of acceptability as set forth in the ITB, if any is required, bids will be evaluated to determine which bidder offers the lowest cost to the Agency in accordance with the evaluation criteria set forth in the ITB. Only objectively measurable criteria that are set forth in the ITB shall be applied in determining the lowest bidder.

Awards may be determined by total or lifecycle costing. Life-cycle costing shall take into account operative, maintenance, and money costs, other costs of ownership and usage and resale or residual value, in addition to acquisition price, in determining the lowest bid cost over the period the item will be used.

In addition, the CPO or designee shall have the right to waive technical irregularities.

Special Notice – To preclude any possible errors and/or misinterpretations, bid prices must be affixed legibly in ink or typewritten.

11. Identical Bids

If two or more identical bids are received, the Chief Procurement Officer will apply the process described in NMSA 1978, Section 13-1-110 of the New Mexico Procurement Code.

12. Contract Award

The Agency anticipates awarding the contract(s) during the regular scheduled Joint Powers Board meeting per the ITB Schedule; however, the meeting's date is tentative and subject to change without notice.

13. Rejection or Cancellation of Bid

The ITB may be canceled, and any or all bids may be rejected in whole or in part, when it is in the Agency's best interest. Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions shall be construed in favor of the Agency. A determination containing the reasons shall be made part of the project file (NMSA 1978, Section 13-1-131).

14. Prohibit Bidding

If any Bidder is of the opinion that the specifications as written preclude them from submitting a bid on this ITB, the Bidder should make their opinion known to the CPO or their designee, in writing, at least seven (7) days prior to the bid opening date.

15. Protest Deadline

Any protest by a Bidder must be timely submitted and conform to NMSA 1978, Section 13-1-172 and applicable procurement regulations. The fifteen (15) calendar day protest period shall begin on the day following the contract award and will end by the close of business fifteen (15) calendar days after the contract award. Protests must be written and must include the protestor's name and address and the ITB number. Protests must also contain a statement of grounds for protest, including appropriate supporting exhibits, and specify the ruling requested. Protests must be addressed and delivered to:

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
tkduttonleyda@santafenm.gov

Protests received after the deadline will not be accepted. The Agency reserves the right to implement the terms of the contract with the successful Bidder during the pendency of the protest.

16. Agency Rights

The Agency reserves the right to accept all or a portion of a bid.

17. Right to Publish

Throughout this procurement process and contract term, potential Bidders and contractors must secure from the Agency written approval before releasing any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Bidder's bid or termination of the contract.

18. Compliance with the City of Santa Fe and Santa Fe County's Minimum Wage Rate Ordinances (Living Wage Ordinances)

Compliance with the City of Santa Fe and Santa Fe County's Minimum Wage Rate Ordinances (Living Wage Ordinances). The vendor must comply with the current living wage rate and requirements posted on these pages:

<https://santafenm.gov/economic-development/business-resources/living-wage-information>

<https://www.santafecountynm.gov/livingwage>

19. Preferences

New Mexico Resident Business Preference / Native American Resident Preference / Veteran Resident Business Preference: To receive the preference pursuant to NMSA 1978, Section 13-1-22 (as amended), the Bidder **must** submit a copy of a valid Resident Business or Resident Contractor certificate issued by the New Mexico Department of Taxation and Revenue with its bid.

When a public body makes a purchase using a formal bid process, the public body shall deem a bid submitted by a:

- (1) New Mexico resident business or Native American resident business to be eight percent lower than the bid actually submitted; or
- (2) resident veteran business or Native American resident veteran business with annual gross revenues of up to six million dollars (\$6,000,000) in the preceding tax year to be ten percent lower than the bid actually submitted.

The New Mexico Resident Business or Native American Resident Business Preference is not cumulative with the New Mexico Resident Veteran Business or Native American Resident Veteran Business Preference.

Local Preference: Local preference is not applicable pursuant to the Agency's 2013 Purchasing Procedures and Finance Policy.

BIDDER SUBMITTAL CHECKLIST

- BIDDER FORM** must be signed by an authorized representative of the company.
- BID SHEET.** Verify the total written dollar amount matches the total dollar number. Do amounts total correctly? In the event of discrepancies, the dollar value which is **WRITTEN** out is legally considered the valid price.
- ADDENDA or AMENDMENT** - acknowledge any addenda issued in reference to this ITB.
- COPY OF CITY OF SANTA FE AND/OR SANTA FE COUNTY BUSINESS LICENSE**
- COPY OF STATE OF NEW MEXICO GROSS RECEIPTS TAX (BTIN) OR TAX IDENTIFICATION NUMBER OF RELEVANT STATE THE BIDDER RESIDES.**
- COPY OF NEW MEXICO RESIDENT BUSINESS OR VETERANS' OR NATIVE AMERICAN BUSINESS OR VETERANS' PREFERENCE CERTIFICATE** issued by the New Mexico Department of Taxation and Revenue, if applicable.

DEFINITIONS AND TERMS

1. **Addendum or Amendment:** a written or graphic instrument issued prior to the opening of Bids, which clarifies, corrects, or changes the Invitation to Bid.
2. **Agency:** means the Santa Fe Solid Waste Management Agency.
3. **Bidder:** means the companies or firms submitting a bid in response to this Invitation to Bid.
4. **BuRRT:** means the Buckman Road Recycling and Transfer Station.
5. **Central Purchasing Office:** means the office responsible for the control of procurement of items of tangible personal property, services or construction.
6. **Chief Procurement Officer:** means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personal property, services or construction.
7. **City:** means the City of Santa Fe.
8. **Close of Business:** means 5:00 p.m. Mountain Time.
9. **Contractor:** means the successful Bidder who enters into a binding contract/agreement.
10. **Contract/Agreement:** means the Agency's Services Agreement for the procurement of items of tangible personal property, services or construction, including all exhibits attached to it and incorporated in it by reference, and all amendments in accordance with its terms.
11. **Desirable:** means the terms "can," "may," and "should" indicate a discretionary item or factor.
12. **Determination:** means the written documentation of the Chief Procurement Officer's decision, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (NMSA 1978, Section 13-1-52).
13. **Invitation to Bid:** or "ITB" means all documents, including those attached or incorporated by reference, used for soliciting bids (NMSA 1978, Section 13-1-102).
14. **Joint Powers Board (JPB):** means the governing body of the Santa Fe Solid Waste Management Agency that operates the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station.
15. **Landfill:** means the Caja del Rio Landfill.
16. **Mandatory:** means the terms "must," "shall," "will," "is required," and "are required" indicate a mandatory item or factor that will result in the rejection of the Bidder's bid.
17. **Multi-Term Contract:** means a contract having a term longer than one year (NMSA 1978, Section 13-1-68).
18. **Purchase Order:** means a fully executed purchase document issued by the City of Santa Fe that specifies the items and services to be provided by the Contractor.

19. **Responsible Bidder:** means a Bidder who submits a responsive bid and who has furnished, when required, information and data to prove that the Bidder's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the invitation to bid (NMSA 1978, Section 13-1-82).
20. **Responsive Bid:** means an offer that conforms materially to the requirements in the invitation to bid. Material respects of the invitation to bid include, but are not limited to, price, quality, quantity or delivery requirements (NMSA 1978, Section 13-1-84).
21. **Services:** means the furnishing of labor, time or effort by a Contractor not involving the delivery of a specific end product other than reports and other materials merely incidental to the required performance. Services include the furnishing of insurance but do not include construction or the services of employees of the Agency (NMSA 1978, Section 13-1-87).
22. **Staff:** means any individual who is a full-time, part-time, or independently contracted employee with the Bidders' company.
23. **Written:** means typewritten on standard 8½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

SCOPE OF WORK

1. Purpose

Establish a Services Agreement for Janitorial Services for the Santa Fe Solid Waste Management Agency (Agency) to properly maintain building and facilities located at both the Caja del Rio Landfill (Landfill), 149 Wildlife Way, Santa Fe, NM 87506 and the Buckman Road Recycling and Transfer Station (BuRRT), 2600 Buckman Road, Santa Fe, NM 87507.

2. Background and Summary

The Agency has six buildings requiring janitorial services at the Caja del Rio Landfill (Landfill) and Buckman Road Recycling and Transfer Station (BuRRT). Due to the nature of the operations performed at both the Landfill and BuRRT facility, staff, customers and vendors are exposed to fine dust, excessive dirt, mud and other materials that may have an impact on their health.

This ITB seeks to establish a standing services agreement with a qualified vendor that affirms that they have the expertise and the appropriate resources to perform the janitorial services.

3. General Provisions

Contractor shall furnish all labor, materials, services, tools, and equipment necessary to perform the janitorial services. Contractor shall have control over, and be solely responsible for, all means and methods needed to perform the janitorial services.

Contractor shall clean the following six buildings five days each week with noted exceptions:

- Caja del Rio Administration Building
 - Conference room
 - Two bathrooms
 - General office area
 - Two offices
- Caja del Rio Maintenance Shop Building
 - Supervisor's office
 - Break room
 - Two bathrooms with lockers and showers
 - Parts room
 - Main equipment repairs room floor, from the wall to the first bay (sweeping and wet mopping only)
- Caja del Rio Scale House (Once a week on Monday)
 - Office area
 - Bathroom
- BuRRT Administration Building
 - The entire building with tiles, including the reception area and hallways
 - Three offices
 - Two bathrooms with lockers and showers
 - Kitchen
 - Conference room

- BuRRT Scale House (Twice a week on Sunday and Wednesday)
 - Office area
 - Two bathrooms

- BuRRT HHW Collection Center Building (Once a week)
 - Office
 - Bathroom

The hours of operations at the Landfill are from 7:00 a.m. to 5:30 p.m., Monday through Saturday. The hours of operations at the BuRRT facility are from 7:00 a.m. to 5:30 p.m., Sunday through Saturday.

The five-day janitorial schedule for the Landfill shall be Monday through Friday of each week. The five-day janitorial schedule for the BuRRT facility shall be Sunday through Thursday of each week. An alternate schedule will be considered when there is a closure or a need by the Contractor for that work week.

No janitorial services will take place on the following observed holidays: New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

For safety and security purposes, the janitorial services must start at 5:30 p.m. Monday through Friday. The janitorial services for Sunday may start as early as 7:00 a.m. but no later than 5:30 p.m.

Contractor shall have reliable transportation to and from each facility.

The Agency shall provide all janitorial supplies to the Contractor. In order not to hinder janitorial services, Contractor shall make requests in advance for more janitorial supplies before running out of current supplies.

The Agency shall provide Contractor with keys to the locks for each facility's gates and office doors. Contractor shall ensure that all gates and doors are locked during and after each cleaning.

In the event of an emergency, the Agency employs a security guard company on site that is available to Contractor. In addition to the security company, security cameras are installed throughout the facilities for everyone's safety.

Other than the Hazardous Household Waste (HHW) Collection Center and Scale Houses at the Landfill and BuRRT facilities, the Contractor shall perform the janitorial services outlined by the Agency every day. Contractor shall complete a Daily Cleaning Checklist attesting to the janitorial services performed. Contractor's notes may be added for the Agency's review (Appendix A, Exhibit B – Daily Cleaning Checklist).

Contractor shall be responsible for submitting monthly billing to the Agency. The Agency shall pay monthly billing within 30 days of receipt. No pre-payments for cleaning services provided are available.

Contractor is responsible for all applicable New Mexico gross receipts taxes associated with this Services Agreement and remitting the taxes to the New Mexico Taxation and Revenue Department.

A request by the Contractor for price adjustment is subject to approval by the Agency. Contractor shall submit to the Agency sufficient justification to support the Contractor's request.

BID SHEET

ITB No. 25019

Santa Fe Solid Waste Management Agency

Janitorial Services

SERVICE LABOR RATE

5:30 p.m. to 7:00 a.m., Sunday through Friday, excluding seven holidays

ITEM	DESCRIPTION	UNIT	PRICE¹
1	Labor – Five days per week for three buildings; twice per week for one building, Once per week for two buildings.	Per Month	\$

¹Excluding NMGRT