

LEGAL NOTICE FO REQUEST FOR BIDS
LOVINGTON, NEW MEXICO

JANITORIAL SERVICES
CITY OF LOVINGTON
DUE DATE: JANUARY 6, 2015

The City of Lovington, New Mexico will accept sealed bids in the Finance Department, 214 S. Love St., Lovington, New Mexico, for Janitorial Services in seven facilities. Contract term will be for three years. Bids will be accepted until 2:00 p.m. (MST), January 6, 2015. Specifications and bid forms are available at the Office of the City Manager Administrative Assistant at Lovington City Hall or at www.lovington.org under "Procurement". Any questions should be addressed to James Williams at 575-396-2884 or at jwilliams@lovington.org.

Bids should be delivered in a sealed envelope, addressed and delivered to Lovington City Hall, 214 S. Love St., Lovington, NM 88260. Please mark the outside of the envelope "JANITORIAL SERVICES". It is the offeror's responsibility to see that the bid arrives on time. Late proposals, faxes, and emails will not be accepted. Telephone proposals will not be accepted.

James R. Williams, City Manager

Publish in Lovington Leader: December 13, 2014

Publish in Hobbs News Sun: December 13, 2014



City of Lovington

Bid Form

Janitorial Services

NAME OF BIDDER _____

ADDRESS _____

TELEPHONE NUMBER _____

EMAIL _____

Facility Name	Location	Cleaning Days per Week	Approximate Square Ft.	Monthly Base Price
Denton Building	100 N. Central Ave	2	7,554	_____
City Hall	214 S. Love St.	2	9,682	_____
Library	119 S. Main St.	5	14,270	_____
Police Department	213 S. Love St.	2	9,841	_____
Troy Harris Building	201 S. Main St.	2	8,000	_____
Senior Citizens Center	18 W. Avenue G	5	17,700	_____
Motor Vehicle Department	1211 S. Main St.	2	3,750	_____

Attach a least three professional references to this bid form

The City of Lovington reserves the right to waive any irregularities and award, or not award, in the best interests of the City. The City is held harmless and is indemnified for the loss and/or misplacement of bid submittals. The bidder is required to utilize this form. Signature is required and reflects agreement, by the bidder, to the terms of this document.

SIGNATURE OF BIDDER _____

Mail or deliver to City Hall at 214 S. Love St., Lovington, NM 88260

Deadline: January 6, 2015 at 2:00 p.m. (MST)

Janitorial Services Contract

This Contract for Janitorial Services is made effective as of _____,
_____, by and between the City of Lovington (hereinafter "City") and
_____ (hereinafter "Contractor").

I. LOCATION OF SERVICES, CLEANING DAYS, BASE PRICE

Facility Name	Location	Cleaning Days	Monthly Base Price
Denton Building	100 N. Central Ave	2 days per week	_____
City Hall	214 S. Love St.	2 days per week	_____
Library	119 S. Main St.	5 days per week	_____
Police Department	213 S. Love St.	2 days per week	_____
Troy Harris Building	201 S. Main St.	2 days per week	_____
Senior Citizens Center	18 W. Avenue G	5 days per week	_____
Motor Vehicle Department	1211 S. Main St.	2 days per week	_____

II. DESCRIPTION OF SERVICES

- A. Per Cleaning Day
 - 1. Damp mopping at all entrances
 - 2. All floors swept
 - 3. Floors mopped as needed
 - 4. Restrooms cleaned, to include disinfection of all surfaces, refilling towel, soap, and toilet paper dispensers.
 - 5. Kitchen and break areas cleaned (no dish or utensil cleaning).
 - 6. Ledges and counters dusted.
 - 7. Dust office furniture if surfaces are cleared
 - 8. Empty trash receptacles and replace liner
 - 9. Vacuum carpets
 - 10. Spot cleaning of carpet and walls as needed.

- B. Monthly
 - 1. Clean and disinfect handsets, doorknobs, light switches

- C. Quarterly
 - 1. Windows cleaned

- D. Annual
 - 1. Floors stripped and waxed

III. SCOPE OF WORK

Contractor shall provide all labor to perform the described services. Equipment and materials will be provided by the City and shall remain at each facility. Any equipment, materials, and supplies will be ordered by the facility department head or designee after receiving a request from contractor. Supplies ordered by the contractor outside of the City purchasing system will be the sole responsibility of the contractor.

IV. PAYMENTS

The City of Lovington agrees to pay the Contractor \$_____ per month. If additional cleaning is required, beyond the base amount, prior approval from the City is required and will be invoiced by the Contractor separately.

V. TERM

The term of this agreement shall be three (3) years, commencing on _____, _____.

VI. ACCESS

The City shall provide to Contractor access to the facilities listed either through issuance of keys, providing door codes or access cards, or opening of doors by City employees. The Contractor will be responsible for maintaining the security of the keys, codes, or access cards they are issued.

VII. INSURANCE

Contractor shall maintain general liability in the amount of one million dollars (\$1,000,000) and workers compensation insurance as required by law. The City shall be listed as an additional insured on the Contractor's general liability policy.

VIII. INDEMNIFICATION

The Contractor agrees to release, indemnify, defend and hold harmless the City of Lovington, its officers, agents, volunteers, and employees from any and all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against City of Lovington that result from the acts or omissions of the Contractor and/or the Contractors employees, agents, or representatives.

IX. DEFAULT

The occurrence of any of the following shall constitute a material default under this Contract:

- A. The failure to make a required payment when due.
- B. The insolvency or bankruptcy of either party.
- C. Theft or misappropriation of City or Facility occupant(s) property.
- D. Failure to adequately provide janitorial services.

X. REMEDIES

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract. However, all obligations of Contractor in the paragraphs regarding Insurance, Indemnification and Warranty shall survive the termination of this Contract.

XI. ENTIRE AGREEMENT

This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

XII. SEVERABILITY

If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provisions of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

XIII. AMENDMENT

This Contract may be modified or amended only in writing, which shall include the signature of both parties.

XIV. GOVERNING LAW

This Contract shall be construed in accordance with the laws of the State of New Mexico.

XV. WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this Contract.

XVI. NOTICES

All notices to be given with respect to this contract shall be given in writing. Each notice shall be sent either by certified mail, postage prepaid, and return receipt requested to the party to be notified, or by personal delivery at the address set forth herein or at such other address as either party may from time to time designate in writing.

City: City Manager
City of Lovington
214 S. Love
Lovington, NM 88260

Contractor:

The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by both parties.

CITY OF LOVINGTON, NEW MEXICO

Scotty Gandy, Mayor

ATTEST:

Carol Ann Hogue, City Clerk

CONTRACTOR

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 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 proposals and ending with the award of the contract or the cancellation of the request for proposals.

"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)

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)

BID FORM
Resident / Veterans Preference Certification

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

Please check one box only

Veteran Resident Businesses:

- 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 discount 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 discount on this bid or proposal. 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 discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

Resident Businesses:

- I declare under penalty of perjury that my business is a New Mexico resident business allowing me the 5% preference discount on this bid or proposal. 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 Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State's Division of the General Services Department the awarded amount involved. I will indicate in the report the awarded 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.

Resident Business/Veteran Business Certificate Number: _____

(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 un-award of the procurement involved if the statements are proven to be incorrect.

A valid New Mexico Resident Business or New Mexico Veterans' Resident Business Certificate number must be provided in order to receive preference.