

**SANTA FE COUNTY
PRICE AGREEMENT**

THIS AGREEMENT is made and entered into this 24th day of February, 2009 by and between **Santa Fe County, New Mexico**, a political subdivision of the County of New Mexico (hereinafter referred to as "the County"), and **C&C Distributors**, a Corporation authorized to do business in Santa Fe County (hereinafter referred to as "the Contractor").

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

A. "Using department" shall mean a department or Elected Official's Office of Santa Fe County.

B. "Purchase Order" shall mean a fully executed Purchase Document issued by the Santa Fe County Purchasing Department that specifies the items to be provided by the Contractor under the terms of the Price Agreement.

C. Price Agreement means this indefinite quantity Price Agreement which requires the Contractor to furnish items to the using department which issues a purchase order.

2. GOODS TO BE PROVIDED

A. Goods Listed on Exhibit A. Certain departments of the County may issue orders for purchase of the items described herein. The item ordered must be listed on the Exhibit A to this Agreement. All orders issued hereunder must bear both an order number and the number of this Price Agreement.

B. Quantities. It is understood that this is an indefinite quantity price agreement and the County may order any quantity of the items listed on Exhibit A. No guarantee or warranty is made or implied, by either the County or the using department that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items when ordered.

C. Specifications. Items furnished hereunder shall conform to the requirements of the specifications provided in the Invitation for Bid. Orders issued pursuant to this Agreement must show the applicable Price Agreement item(s), quantities, and price(s). Any items provided pursuant to this Price Agreement must meet or exceed the manufacturers' specifications.

D. Shipping and Billing Instructions.

1. The Contractor shall ship the items in accordance with the County's instructions. The Contractor shall enclose a packing list with each shipment listing the order number, purchase order number, and the commercial part number (if any) for each item. Unless otherwise designated by the County, the Contractor shall ship all products FOB Destination. Except for loss or damage directly attributable to the negligence of a procuring department, the Contractor shall bear all risk of loss or damage until products have been accepted by the using department. Destination charges shall be included in the product price.

2. The Contractor may impose shipping and handling charges for enhanced delivery services (overnight courier service, second-day courier service or delivery-by-messenger service). Such enhanced delivery charges shall be pre-paid by the Contractor and billed as a separate item at actual cost. The Contractor shall advise the procuring department of any enhanced delivery charges prior to the acceptance of the purchase order.

3. Whenever a using department does not accept any product and returns it to the Contractor, all related documentation furnished by the Contractor shall be returned also.

4. The Contractor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the using department.

5. Unless otherwise agreed upon by the using department, the Contractor shall be responsible for the pick-up of returned items.

6. Time is of the essence for purposes of this Agreement. All damages resulting from late delivery shall be the responsibility to the Bidder. In the event of failure of the Bidder to deliver in accordance with this requirement, the Bidder shall be liable to the County for liquidated damages in the amount of \$100.00 per order per each day the items are delivered late.

E. Delivery Tickets. The County's purchasing document number and the Contractor's name, using department's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Contractor as final and conclusive on each shipment that is not accompanied by a packing ticket.

F. Price. Prices listed in Exhibit A for each item shall be the price for that item as listed in the submitted bid form. In the event of a product cost increase an escalation request will be reviewed by this office on an individual basis.

3. PAYMENT

All payments under this Price Agreement are subject to the following provisions.

A. Inspection. Final inspection and acceptance of all items ordered shall be made at the destination. Items rejected at the destination for non-conformance with specifications shall be removed, at the Contractor's risk and expense, promptly after notice of rejection.

B. Acceptance. In accordance with NMSA 1978, Section 13-1-158, the using department shall determine if the items meet specifications, and may accept the items if the items meet specifications. No payment shall be made for any items until the items have been accepted in writing by the using department. Unless otherwise agreed upon between the using department and the Contractor, within thirty (30) days from the receipt of items, the using department shall issue a written certification of complete or partial acceptance or rejection of the items. The time period shall begin at the time of receipt of the final shipment when there are multiple shipments per purchase order. Unless the using department gives notice of rejection within the specified time period, the items will be deemed to have been accepted.

C. Issuance of Orders. Only written, signed and properly executed purchase orders are valid under this Price Agreement.

D. Invoices. The Contractor may submit invoices for payment no more frequently than monthly. The Contractor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices, and extended totals. Separate invoices shall be rendered for each and every complete shipment. Invoices must be submitted to the using department and not the Central Purchasing Office.

E. Payment of Invoices. Upon written certification from the using department that the items have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. 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 Price Agreement to the Contractor at the rate of 1.5 % per month. Payment shall be made to the Contractor's designated mailing address.

F. Tax Note. Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item to be paid. The payment of taxes for any money received under this agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's federal and State of New Mexico tax identification number(s). If a using department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the using department shall provide the Contractor with written evidence of such exemption(s).

4. TERM

THIS PRICE AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE PARTIES. The term of this Agreement shall be two years. The County, at its sole option, may renew this Price Agreement on the same terms and

conditions for one (1) additional two (2) year term. This Price Agreement, including all extensions and renewals, shall not exceed four (4) years in total duration.

5. DEFAULT

A. The failure of the Contractor to perform shall create a default pursuant to this Price Agreement. The County reserves the right to cancel all or any part of any orders placed under this Price Agreement without cost to the County if the items fail to meet the requirements of this Price Agreement. The Contractor may be excused from performance under this Price Agreement if the Contractor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not limited to, acts of God or the public enemy, acts of the County or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the County shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the subcontractor to meet the required delivery schedule.

B. The County may cancel all or any part of any resulting order without cost to the County if the Contractor fails to meet material provisions of the order; the Contractor shall be liable for any excess costs associated with such a default.

6. TERMINATION

A. For Convenience. This Price Agreement may be terminated by the County upon written notice to the Contractor thirty (30) days before the proposed date of termination. Notice of Termination of the Price Agreement SHALL NOT AFFECT ANY OUTSTANDING ORDERS.

B. For Cause. Either party may terminate this agreement for cause based upon material breach of this agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in thirty (30) days, begin and proceed in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

7. AMENDMENT

This Price Agreement may be amended by mutual agreement of the County and the Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. An amendment to this Price Agreement SHALL NOT AFFECT ANY OUTSTANDING ORDERS issued prior to the effective date of the amendment as mutually agreed upon, and as published by the County Purchasing Manager. Amendments affecting prices are not allowed unless specifically provided for in the bid documents.

8. STATUS OF CONTRACTOR

The Contractor, and Contractor's agents and employees, are independent Contractors for the department and are not employees of Santa Fe County. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the Santa Fe County as a result of this agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

9. ASSIGNMENT

A. Neither this price agreement nor any orders placed under this price agreement, nor any interest therein, nor claim there under, shall be assigned or transferred by the Contractor, except as set forth in subparagraph 10(B) below or as expressly authorized in writing by the County purchasing manager. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this price agreement.

B. Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the County as to goods, services, and materials purchased in connection with this bid are hereby assigned to the County.

10. NON-COLLUSION

In signing this agreement, the Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Agreement.

11. INSPECTION OF PLANT

The County Procurement Manager may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this Price Agreement.

12. COMMERCIAL WARRANTY

The Contractor agrees that the items furnished under this price agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such items, and that the rights and remedies provided herein shall extend to the County and are in addition to and do not limit any rights afforded to the County by any other clause of this order. Contractor agrees not to purport to disclaim warranties of fitness for a particular purpose or merchantability and fitness for a particular purpose.

13. CONDITION OF PROPOSED ITEMS

All proposed items are to be NEW and of most current production, unless otherwise specified.

14. RECORDS OF AUDIT

During the term of this agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the department, the County and State Auditor and other appropriate County and federal authorities. The department shall have the right to audit billings both before and after payment. Payment under this agreement shall not foreclose the right of the department to recover excessive or illegal payments.

15. APPROPRIATIONS

The terms of this price agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this agreement. If sufficient appropriations and authorization are not made, this price agreement, and any orders placed under it, shall terminate upon written notice being given to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

16. RELEASE

The Contractor, upon final payment of the amount due under this agreement, releases the County, its Elected Officials, officers, employees, agents and attorneys, from and against all liabilities, claims and obligations whatsoever arising from or under this agreement. The Contractor agrees not to purport to bind the Santa Fe County, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

17. CONFIDENTIALITY

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

18. PRODUCT OF SERVICE: COPYRIGHT

All materials developed or acquired by the Contractor under this agreement shall become the property of the Santa Fe County and shall be delivered to the using department no later than the termination date of this agreement. Nothing produced, in whole or in part, by the Contractor under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor. The original and one copy of all materials, work papers, meeting notes, or other

documents produced by the Contractor shall be indexed and placed in appropriately labeled binders and delivered to the using department at conclusion of the agreement.

19. CONFLICT OF INTEREST

The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with any performance required under this agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

20. APPROVAL OF CONTRACTOR REPRESENTATIVES

The department reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the department, serving the needs of the County adequately.

21. SCOPE OF AGREEMENT, MERGER

This agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and all such covenants, agreements and understandings have been merged into this written agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

22. NOTICE

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

23. EQUAL OPPORTUNITY COMPLIANCE

The Contractor shall abide by all federal and state laws, rules and regulations, and all applicable executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, and executive orders of the governor of the State of New Mexico, the Contractor agrees to assure that no person shall on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this agreement. If Contractor is found to be not in compliance with these requirements during the life of this agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

24. INDEMNIFICATION

The Contractor shall hold the County and its agencies and employees harmless and shall indemnify the County and its agencies and employees against any and all claims, suits, actions,

liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the department, its officers or employees.

25. APPLICABLE LAW

This agreement shall be governed by the laws of the State of New Mexico.

26. INCORPORATION BY REFERENCE AND PRECEDENCE

This agreement is derived from the Invitation for Bid, including any written Addenda, and the Contractor's bid, Exhibit A. In the event of a dispute under this agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Price Agreement in reverse chronological order; (2) the Price Agreement, including the scope of work; (3) the Invitation for Bid (IFB) including attachments thereto and addenda.

27. WORKER'S COMPENSATION

The Contractor shall comply with State laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated.

28. INVALID TERM OR CONDITION/SEVERABILITY

The provisions of this Price Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or department or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of the Agreement, which can be given effect without the invalid provision.

29. ENFORCEMENT OF AGREEMENT

A party's failure to require strict performance of any provision of this agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

30. PATENT, COPYRIGHT, AND TRADE SECRET INDEMNIFICATION

A. The Contractor shall defend, at its own expense, the County from and against any claim that any item provided under this agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a

judgment against the department based upon Contractor's trade secret infringement relating to any items provided under this agreement, the Contractor agrees to reimburse the County for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the department shall:

- i. give the Contractor prompt written notice within 48 hours of any claim;
- ii. allow the Contractor to control the defense of settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any item becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

i. provide the County the right to continue using the item and fully indemnify the County against all claims that may arise out of the County's use of the item;

ii. replace or modify the item so that it becomes non-infringing;

or,

iii. accept the return of the item and refund an amount equal to the value of the returned item, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any item modified by the department to the extent such modification is the cause of the claim.

C. Nothing produced, in whole or in part, by the Contractor under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

D. The agreement paragraph titled "patent, copyright, trademark, and trade secret indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall also survive termination of this agreement

31. SURVIVAL

Each party agrees to protect confidential information and information identified as sensitive, proprietary, patent, copyright and/or trade secret data of the other. This protection will survive completion and/or termination of this Agreement and each party agrees not disclose this data unless under an order by a court of appropriate jurisdiction or the information becomes public knowledge.

32. NOTICES

Either party may give written notice to the other party in accordance with the terms of this Price Agreement. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the County:

Santa Fe County Legal Office
102 Grant Avenue
Santa Fe, New Mexico 87501

To Contractor:

C&C Distributors
P.O. Box 22610
Santa Fe, NM 87502

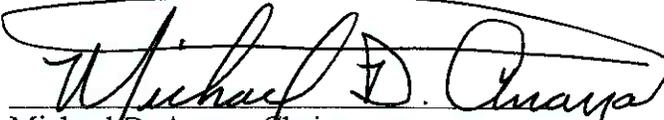
Either party may change its representative or address above by written notice to the other in accordance with the terms of this Agreement. The carrier for mail delivery and notices shall be the agent of the sender.

33. AMENDMENTS

This price agreement shall only be amended by written instrument executed by the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement this as of the date first written above.

SANTA FE COUNTY:


Michael D. Anaya, Chairperson
Santa Fe County Board of County Commissioners

ATTEST:

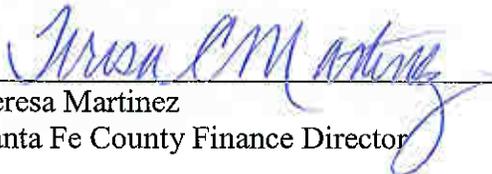

Valerie Espinoza
Santa Fe County Clerk

APPROVED AS TO FORM:


Stephen C. Ross,
Santa Fe County Attorney

Date

FINANCE DEPARTMENT APPROVAL:


Teresa Martinez
Santa Fe County Finance Director

2/19/09
Date

C&C DISTRIBUTORS:



2-19-09
Date

By: KENNETH K. WHITNEY
(Print Name)

Its: PRESIDENT
(Print Title)

FEDERAL TAX I.D. NUMBER

85-0331362



IFB #29-0004-ASD/HGR

Board of County Commissioners
Invitation for Bids

Date: 24 NOV 2008

To: Henry G. Robledo, Procurement Manager
Santa Fe County Purchasing Division
142 West Palace Avenue, Second Floor
Santa Fe, NM 87501

From: C&C DISTRIBUTORS

Address: P.O. Box 22610
SANTA FE, NM 87502

Having read the Santa Fe County Bid Instructions and General Terms and Conditions and examined the specification sheet(s) for the Invitation for Bids reference #29-0004-ASD/HGR we hereby submit the attached firm offer for which will remain open for a period not to exceed ninety (90) days in accordance with all terms and conditions represented in this solicitation for:

INDEFINITE QUANTITY JANITORIAL SUPPLIES

Signature
KENNETH K. WHITNEY
Name Typed or Printed
PRESIDENT
Title
C&C DISTRIBUTORS
Firm Name

T- 474-4411
F- 474-8669

Telephone and Fax Number

F.O.B. Point: Destination

Delivery Date: 1 to 5 DAYS ARO

Federal ID or Social Security Number 85-0331362

Received addenda numbers 1, 2, when issued.

New Mexico Business Preference No. SPD14200

EXHIBIT A

BID SHEET

JANITORIAL SUPPLIES BID ITEMS CONTINUED				
ITEM	EST.	ITEM	PRICE PER	PRICE PER ITEM
#	QTY	DESCRIPTION	ITEM	(WRITTEN IN WORDS)
1	40 case	NON ACID BATHROOM CLEANER 32 oz. (12 to a case) (ready to use)	\$ 3. <u>63</u>	
2	30 case	DISINFECTANT FLOOR CLEANER 32 oz. (12 to a case) (ready to use)	\$ 1. <u>85</u>	Three dollars and 63/100ths one dollar and 85/100ths
3	25 case	GLASS CLEANER 32 oz. (12 to a case) (ready to use)	\$ 3. <u>20</u>	Three dollars and 20/100ths
4	25 case	MULTI-SURFACE CLEANER 32 oz. (12 to a case) (ready to use)	\$ 2. <u>37</u>	Two dollars and 37/100ths
5	20 case	ODOR COUNTERACTANT 32oz. (12 to a case) (ready to use)	\$ 5. <u>40</u>	Five dollars and 40/100ths
6	25 case	ACID BATHROOM CLEANER 32 oz. (12 to a case) (ready to use)	\$ 3. <u>63</u>	Three dollars and 63/100ths
7	10 case	EXAM GLOVES (Large) Latex Disposable Non Powered-Medical (10 boxes of 100 to a case)	\$ 67. <u>43</u>	Sixty seven dollars and 43/100ths
8	70 case	24 x 24 PLASTIC LINERS (1000 to a case)	\$ 26. <u>73</u>	Twenty six dollars and 73/100ths
9	60 ea	LARGE FINISH MOP 32 oz.	\$ 11. <u>72</u>	Eleven dollars and 72/100ths
10	72 ea	MEDIUM MOP 24 oz. (8 ply cotton)	\$ 7. <u>38</u>	Seven dollars and 38/100ths
11	50 case	FLOOR WAX (4 Gallon to a case)	\$ 62. <u>78</u>	Sixty Two dollars and 78/100ths
12	35 case	BLEACH (1 gallon) (6 to a case)	\$ 22. <u>66</u>	Twenty Two dollars and 66/100ths

JANITORIAL SUPPLIES BID ITEMS CONTINUED				
ITEM #	EST. QTY	ITEM DESCRIPTION	PRICE PER ITEM	PRICE PER ITEM (WRITTEN IN WORDS)
13	24 case	16 x 19 WHITE TOWELS TERRY CLOTH (12 to a case)	\$12. <u>05</u>	Twelve dollars and 05/100ths
14	24 ea	DUST MOP HEADS (5" x 24")	\$11. <u>35</u>	Eleven dollars and 35/100ths
15	70 case	LOTIONIZED HAND SOAP REFILL BAG IN A BOX 8000 ML FOR WALL MOUNTED DISPENSER (12 TO A CASE).	\$40. <u>82</u>	Fourty dollars and 82/100ths
16	12 ea	PLUNGER (power)	\$11. <u>37</u>	Eleven dollars and 37/100ths
17	70 ea.	BOWL BRUSH (CURVED style) PLASTIC	\$3. <u>07</u>	Three dollars and 07/100ths
18	30 case	FURNITURE POLISH AERO 20 oz. (12 to a case)	\$44. <u>48</u>	Fourty Four dollars and 48/100ths
19	20box	SEAT COVERS (5000 to a box)	\$80. <u>18</u>	Eighty dollars and 18/100ths
20	10 case	SANITARY SAC LINERS FOR WALL MOUNTED RECEPTACLE) 7 1/2 X 10 X 3	\$38. <u>43</u>	Thirty Eight dollars and 43/100ths
21	10 case	SPRAY BUFF-FLOOR FINISH (4 GAL. TO A CASE).	\$41. <u>58</u>	Fourty One dollars and 58/100ths
22	10 case	20 INCH BURNSHING PADS (5 to a case)	\$33. <u>85</u>	Thirty Three dollars and 85/100ths
23	150 ea	SPRAY BOTTLE W/SPRAYER 32. OZ.	\$2. <u>06</u>	Two dollars and 06/100ths

JANITORIAL SUPPLIES BID ITEMS CONTINUED				
ITEM #	EST. QTY	ITEM DESCRIPTION	PRICE PER ITEM	PRICE PER ITEM (WRITTEN IN WORDS)
24	10 ea	4' X 6' FLOOR MAT (OLEFIN WIPER MAT).	\$ <u>86.⁶⁷</u>	Eighty Six dollars and 67/100ths
25	45 case	URINAL SCREENS W/DEODORIZER BLOCK. (12 to a case)	\$ <u>32.⁴¹</u>	Thirty Two Dollars and 41/100ths
26	35 case	WAX STRIPER (1 gallon) (4 to a case)	\$ <u>60.⁵⁶</u>	Sixty Dollars and 56/100ths
27	15 ea	ANGLE BROOM (plastic)	\$ <u>8.⁹⁰</u>	Eight Dollars and 90/100ths
28	12 ea	24" BROOM w/handle LARGE	\$ <u>19.⁸⁵</u>	Nineteen Dollars and 85/100ths
29	6 case	AJAX CLEANSER 21 oz. (24 per case)	\$ <u>31.⁴³</u>	Thirty One Dollars and 43/100ths
30	12 box	TRASH BAGS 1.8 mil. (55 gallon 208L) 1000 bags per box	\$ <u>45.⁰¹</u>	Fourty Five Dollars and 01/100ths
31	6 case	SHAMPOO EXTRACTOR (1 gallon) (4 to a case)	\$ <u>45.⁹³</u>	Fourty Five Dollars and 93/100ths
32	30 case	TOILET PAPER 2-PLY CONVENTIONAL SIZE, SMALL, WHITE (96 ROLLS TO A CASE) 500 SHTS/RL.	\$ <u>53.⁰³</u>	Fifty Three Dollars and 03/100ths
33	20 EA.	SOPA DISPENSER (HOLDS 800ML BAG IN BOX SOAP) PLASTIC 41/2"W41/8DX11"H BLACK.	\$ <u>18.⁷⁶</u>	Eighteen Dollars and 76/100ths
34	40 case	MULTI-FOLD HAND TOWELS WHITE 91/2 X 91/4 SHEET SIZE (16 BUNDLES OF 250 SHEETS T A CASE).	\$ <u>31.³⁶</u>	Thirty One Dollars and 36/100ths

JANITORIAL SUPPLIES BID ITEMS CONTINUED				
ITEM	EST.	ITEM	PRICE PER	PRICE PER ITEM

#	QTY	DESCRIPTION	ITEM	(WRITTEN IN WORDS)
35	6 EA.	SQUEEGEE 36" HVY.	\$ 33.57	Thirty Three Dollars and 57/100ths
36	36 EA.	PREMIUM OSTRICH FEATHER DUSTERS 20" OVERALL LENGTH/10" HANDLE	28.87	Twenty Eight Dollars and 07/100ths
37	12 EA.	MOP BUCKET W/SIDE PRESS WRINGER 26-QUART 3" CASTERS	70.81	Seventy Dollars and 81/100ths
38	30 EA.	CONCENTRATED LAUNDRY DETERGENT 36LB. BULK CASE	34.98	Thirty Four Dollars and 98/100ths.
39	40 CASE	NEUTRAL HEAVY DUTY FLOOR CLEANER (4 GAL. TO A CASE.)	35.33	Thirty Five Dollars and 33/100ths
40	12 EA.	VIRTUAL AIRE PROGRAMMABLE METERED NON-AEROSOL DISPENSER	61.26	Sixty one Dollars and 26/100ths
41	6 CASE	VIRTUAL AIRE FRAGRANCE REFILLS (12 TO A CASE).	84.94	Eighty Four Dollars and 94/100ths
42	25 CASE	PREMIUM QUALITY AIR FRESHENERS 17OZ. 12 TO A CASE.	\$ 46.77	Fourty Six Dollars and 77/100ths
43	12 EA.	LOBBY UPRIGHT BLACK DUST PAN 37" OVERALL HEIGHTH 12.5" WIDE DUST BIN.	\$ 18.83	Eighteen Dollars and 83/100ths
44	50 CASE	READY TO USE GLASS & MULTSURFACE CLEANER 32 OZ. TRIGGER SPRAY AT (12 TO A CASE).	\$ 33.84	Thirty Three Dollars and 84/100ths
45	20 CASE	STAINLESS STEEL CLEANER & POLISH 15OZ. (12 TO A CASE.)	\$ 52.44	Fifty-Two Dollars and 44/100ths

JANITORIAL SUPPLIES BID ITEMS CONTINUED				
ITEM #	EST. QTY	ITEM DESCRIPTION	PRICE PER ITEM	PRICE PER ITEM (WRITTEN IN WORDS)
46	20 CASE	FOAM DISINFECTANT CLEANER AEROSOL 19 OZ. (12 TO A CASE.)	\$ <u>37.21</u>	Thirty Seven Dollars and 21/100ths
47	30 CASE	TRASH BAGS 33 GAL. 1.3 MIL 33"X 39" BLACK (100 TO A CASE.)	\$ <u>50.35</u>	Fifty Dollars and 35/100ths
48	40 drums	SNOW AND ICE MELTER (100 LB. DRUMS).	\$ <u>16.55</u>	Sixteen Dollars and 55/100ths
49	10 EA	WET FLOOR SIGN	\$ <u>18.13</u>	Eighteen Dollars and 13/100ths
50	30 CASE	URINAL SCREEN 12 PER CASE	\$ <u>13.60</u>	Thirteen Dollars and 60/100ths
51	20 EA	GLOVES, MED LTX-NON- POWDER	\$ <u>7.05</u>	Seven Dollars and 05/100ths
52	12 CASE	MILD ACID 32 OZ. (12 TO A CASE).	\$ <u>37.45</u>	Thirty Seven and 45/100ths
53	10 EA	TOOL HOLDER 24" EA.	\$ <u>24.79</u>	Twenty Four Dollars and 79/100ths
54	12 CASE	CONTEMPO H202- 32 OZ. (12 TO A CASE).	\$ <u>36.56</u>	Thirty Six Dollars and 56/100ths
55	20 PK	BLACK DOODLE SCRUB PAD (5 TO A PKACK)	\$ <u>7.40</u>	Seven Dollars and 40/100ths
56	10 PK	GRILL SCREEN 10 PK. (5 PACK)	\$ <u>4.01</u>	Four Dollars and 01/100ths
57	12 PK	SEAT COVER DISPENSER- 2 PK.	\$ <u>18.32</u>	Eighteen Dollars and 32/100ths

JANITORIAL SUPPLIES BID ITEMS CONTINUED				
ITEM	EST.	ITEM	PRICE PER	PRICE PER ITEM
#	QTY	DESCRIPTION	ITEM	(WRITTEN IN WORDS)
58	10 case	VANDAL MARK ROMOVER 12 PK.	\$ 58. <u>66</u>	Fifty Eight Dollars and 66/100ths
59	50 case	TOILET TISSUES JUMBO (6 TO A CASE).	\$ 46. <u>59</u>	Fourty Six Dollars and 59/100ths
60	12 EA	WIPER TERI, WY PA- BOX	\$ 20. <u>88</u>	Twenty Dollars and 88/100ths
61	10 case	DUST MOP TREATMENT, AERISOL	\$ 55. <u>85</u>	Fifty Five Dollars and 85/100ths
62	12 EA	MOP HANDLE, FIBERGLASS	\$ 17. <u>27</u>	Seventeen Dollars and 27/100ths
63	10 case	FLOOR SEALER (4 GAL. PER CASE)-	\$ 79. <u>65</u>	Seventy Nine Dollars and 65/100ths

Contractor's Name: C¹SC DISTRIBUTORSContractor's Phone: 474-4411Fax #: 474-8669

**INDEFINITE QUANTITY
JANITORIAL SUPPLIES**

DELIVERY NEEDED FOR EACH UNIT ORDERED: 15 DAYS ARO

DELIVERY PROPOSED: 1 to 5 DAYS ARO

Written in words: ONE TO FIVE DAYS ARO

These bid prices shall be held firm and valid for any and all quantities ordered under this offer, for a period not to exceed ninety (90) days from the date of official bid opening.

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IFB #29-0004-ASD/HGR

**SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
BUILDING SERVICES DIVISION**



**INDEFINITE QUANTITY
JANITORIAL SUPPLIES**

IFB#29-0004-ASD/HGR

NOVEMBER 2008

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ADVERTISEMENT FOR BIDS

**SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
BUILDING SERVICES DIVISION
IFB #29-0004-ASD/HGR**

INDEFINITE QUANTITY JANITORIAL SUPPLIES

Santa Fe County is requesting bids for the purpose of procuring Indefinite Quantity Janitorial Supplies for the Santa Fe County Administrative Services Department, Building Services Division. Bids may be held for ninety (90) days subject to all action by the County. Santa Fe County reserves the right to reject any and all bids in part or in whole.

Bids must be submitted in a sealed container or envelope indicating the Invitation for Bid title and number along with the Bidders name and address clearly marked on the outside of the container or envelope. **All bids must be received and recorded by the deadline of 2:00 PM Tuesday, November 25, 2008 at the Santa Fe County Purchasing Division, 142 West Palace Avenue, Second Floor, Santa Fe, NM 87501.** By submitting a bid for the requested materials and/or services each Bidder is certifying that its bid complies with the provisions and requirements as stated within the Invitation for Bids.

EQUAL OPPORTUNITY EMPLOYMENT: All qualified Bidders will receive consideration of contract(s) without regard to race, color, religion, sex or national origin. Proponents of this work shall be required to comply with the President's Executive Order No. 11246 as amended.

Invitations for Bid will be available by contacting Henry G. Robledo, Santa Fe County Purchasing Division, 142 West Palace Avenue, Second Floor, Santa Fe, New Mexico 87501, or by telephone at (505) 986-6373, or by email at hrobledo@co.santa-fe.nm.us. This solicitation is also available at www.santafecounty.org/about.us/current-bid-solicitations.php

ANY BID RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE SHALL BE CONSIDERED NON-RESPONSIVE AND WILL NOT BE ACCEPTED.

Santa Fe County
Administrative Services Department
Publish – November 9, 2008

BID INSTRUCTIONS

1. All bids must be submitted on the "Bid Sheet" provided herein on **Page 12 through 19** of this Invitation for Bids (IFB).
2. **All bids must be received no later than Tuesday, November 25, 2008 by the Santa Fe County Purchasing Division, 142 West Palace Avenue, Second Floor, Santa Fe, NM 87501**

Mailing Address:

Santa Fe County Purchasing Division
Attn: Henry G. Robledo, Procurement Manager
P.O. Box 276
Santa Fe, New Mexico 87504-076

Or

Hand Delivery or by Courier:

Santa Fe County
Purchasing Division
Henry G. Robledo, Procurement Manager
142 West Palace Avenue, Second Floor
Santa Fe, NM 87501

3. Bids must be submitted in a sealed envelope or container and be clearly marked with the words: **Sealed Bid Enclosed, IFB #29-0004-ASD/HGR Indefinite Quantity Janitorial Supplies. Bids that are not submitted in a sealed envelope or container will not be accepted.**
4. Filing time marked or date stamped on the sealed envelope or container by the Santa Fe County (County) Purchasing Division shall be the official time of receipt of the bid.
5. All bids shall remain sealed until the date and time bids are due to the County as specified in the "Advertisement for Bids" on Page 3 of this bid package.
6. To preclude possible errors and/or misinterpretations, bid prices shall be affixed in ink, legibly written or typed. In case of discrepancy, amounts stated in words shall govern.

GENERAL TERMS & CONDITIONS

1. **Bid Modification and Withdrawal:** After bid opening, no modifications of bids shall be permitted. A Bidder alleging a material mistake of fact after the opening of bids may be permitted to withdraw its bid upon written request prior to contract award. Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purposes of correction and/or change. Such modifications shall be properly identified and signed or initialed by the firm's authorized representative or agent. Resubmission of the modified bid must be received within the specified time of bid opening in order to be considered.

2. **Contract Terms and Conditions:** The contract between the County and the Contractor shall follow the Terms and Conditions as stipulated throughout this Invitation for Bid. The County reserves the right to negotiate with a successful Bidder Terms and Conditions in addition to those contained in this IFB. The contents of this IFB, as revised and/or supplemented, the successful contractor's bid, and any additional Terms and Conditions (if applicable) as negotiated shall be accepted by the County and the Contractor as the contractual documents.

 Should a Bidder object to any of the County's Terms and Conditions, as stipulated throughout this Invitation, that Bidder must propose specific alternative language. The County may or may not accept the alternative language. General references to the Bidder's terms and conditions or attempts at complete substitutions are not acceptable to the County and will result in disqualification of the Bidder's bid. Bidders must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

3. **Notification of Award:** The successful Bidder shall be notified in writing within ten (10) working days of contract award. The successful Bidder will be issued subsequent purchase order(s) for goods and/or services as predicated by the Scope of Work, Specifications or supplemental agreement (if applicable) prepared by Santa Fe County.

4. **Delivery:** All goods and/or services shall be delivered to the designated area or office within Santa Fe County unless otherwise specified on the purchase order or contract. All deliveries will be shipped FOB DESTINATION.

5. **Payment Terms:** All successful Bidders for items/services bid shall be subject to the terms of net thirty (30) days after receipt of the firm's proper and acceptable invoice(s) by Santa Fe County.

6. **Applicable Taxes:** Bid prices offered by interested Bidders are not to include applicable taxes. Applicable taxes shall be specified as a separate line item and will not be included in the bid evaluation. The County agrees to pay all applicable taxes where required. Santa Fe County is exempt from paying taxes on supplies and/or goods. The awarded Bidder may request a non-taxable transaction certificate (NTTC) from the Santa Fe County Purchasing Division.

7. **Estimated Quantities:** All Bidders understand that any quantities/rates stated in this IFB are estimated quantities/rates and those actual quantities/rates for the term of the contract may vary. Santa Fe County assumes no liability in the event actual requirements do not equal the stated estimated quantities. Actual purchases by the County for materials and/or services stated in this invitation for bids are contingent upon available appropriated funding.

8. **Inspection and Acceptance:** Final inspection and acceptance of items, if applicable, will be made at the Contractor's destination. Non-conforming units shall be removed by the contractor at its risk and expense promptly upon notification of the non-conformance.
9. **Warranties (If Applicable):** The Bidder agrees that the goods and/or services furnished under this invitation for bids shall be covered by most favored commercial warranties the Bidder gives to any customer for such goods and/or services and that the rights and remedies provided herein shall extend to the County and are in addition to and do not limit any rights afforded to the County by any other clause in any resulting order. The Bidder agrees not to disclaim warranties of fitness for a particular purpose and warranty of merchantability.
10. **Invoice Requirements:** The awarded Contractor's invoice shall be submitted in triplicate, duly certified, and contain at a minimum the following information to be acceptable to the County:
 - Purchase order number – Contract number
 - Invoice number
 - Unit/Hourly prices/rates with extended totals
 - Complete descriptions of goods and/or services rendered
 - Separate invoices shall be issued for each completed shipment, project or phase as determined in any previous order for such goods and/or services.
11. **Rights to Cancel:** The County reserves the right to cancel all or any part of any resulting order without cost to the County if the awarded Contractor fails to meet material provisions of the order, and except as otherwise provided herein, to hold the awarded Contractor liable for any excess costs associated with the contractor's default. The awarded 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. Such causes include, but are not restricted to, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the County can determine that the goods or services to be supplied by the subcontractor were obtainable from other sources in sufficient time to meet the required delivery schedule. The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to other rights provided under applicable laws.
12. **Contractors Certification:** In submitting a bid, the Bidder certifies that it has not directly or indirectly entered into actions that may restrict open and effective competition for items subject to this invitation for bids by the County.
13. **Compliance with FCRA:** Bidders submitting bids shall be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev.1979).
14. **Specifications:** The apparent silence of the specification as to any detail or apparent commission from them of detailed description concerning any point shall be regarded as meaning that only the best commercial practice is to prevail and only materials and workmanship of first quality are to be used.
15. **Rejection of Bids:** The County reserves the right to reject any and all bids in part or whole, to waive technicalities, make single or multiple awards without discussions with Bidders and to accept the

offer it deems to be in the best interest of Santa Fe County, giving due consideration to prices, quality of goods or services, distribution and delivery facilities available and time of delivery.

16. **Interpretation of Bid Specifications:** Technical expertise may be required to provide materials that will conform to all applicable federal, state and local standards and/or to function as indicated in these specifications. The contractor shall be responsible for ensuring that goods and/or services offered meet or exceed the stated criteria.

ANY EXCEPTIONS TO THE SPECIFICATIONS SHALL BE CLEARLY NOTED AND EXPLAINED.

17. **Interpretation of Meaning:** No interpretation of the meaning of the specifications or other documents will be made to any bidding firm orally. Each request for interpretations shall be in writing addressed to Henry G. Robledo, Procurement Manager, at (505) 986-6373 Santa Fe County Purchasing Division, 142 West Palace Avenue, Second Floor, Santa Fe, NM, 87501 or via fax at (505) 989-3243, and to be given consideration must be received at least five (5) working days prior to the date fixed for the receipt of bids.
18. **Communication:** Direct communication with the County technical representative or government sponsor of the requirement, other than through the aforementioned individual, may result in the elimination of the Bidder's offer from consideration.
19. **IFB Corrections:** Any and all interpretations and supplemental instructions will be in the form of written addenda to the IFB which, if issued, will be mailed by certified mail with return receipt requested or other means determined by the County as reasonable to expedite this process to all prospective firms prior to the date fixed for the receipt of bids. A new bid opening schedule may be set to allow for modification and resubmission of bids. Failure of any bidding firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their bid as submitted. **All addenda so issued shall become part of the contract documents.**
20. **Brand Names and Model Numbers (If Applicable):** Specifications in this invitation for bid are not meant to be restrictive, but descriptive. Specifications contained herein reflect the minimum acceptable standards and are not intended to restrict competition. No substitute specifications may be included, exceptions may be made only if required to match existing equipment, or conform to pre-existing conditions which preclude mismatch of sizes, styles or color. Substitutions which would require additional delivery time, expense or modifications of the original design may be rejected.
21. **Item Description(s) (If Applicable):** All items on all pages of the specification are representative of the desired sizes and dimensions and as such are intended as guides to potential Bidders in the preparation of bids. Bids of equivalent items will be considered for award if (1) such items are clearly identified by manufacturer's name, brand, and model number, if any, in the offer; (2) descriptive literature or other such data is provided to show that the equivalent items are equal to the brand name; and (3) the County determines such items to be equal in all material respects to the salient specifications of the products required.
22. **Compatibility or Brand Name(s) (If Applicable):** 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.

23. **Evaluation and Determination of Product(s)**: The evaluation of bids and the determination as to equality of the product or service proposed shall be the responsibility of the County and will be based on information provided in the Bid and/or information reasonably available to the County.

24. **Resident Manufacturer Preference**: To expedite the determination of eligibility for the 5% resident manufacturer preference, please complete the following if applicable:

I (We) certify that the following items numbered _____ as indicated in this invitation for bids were(are) grown, produced, processed or manufactured wholly in the state of New Mexico.

Resident Business Preference

The 5% resident business preference shall apply to all registered business, unless the expenditure of federal funds designated for a specific purpose is involved.

Preference Registration Information

I (We) certify that this business is registered with the State of New Mexico as a resident manufacturer or resident business, number _____.

Note: No Bidder shall receive more than 5% preference on any one bid.

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SUPPLEMENTAL TERMS & CONDITIONS

1. **Intent of Specifications**: The following specifications are intended to describe the requirements by Santa Fe County. The County reserves the right to accept some minor variances in the approved goods and/or services offered by the Bidders if such acceptance is determined to be in the best interest of the County.
 2. **Qualified Bidders (If Applicable)**: Bids may be accepted from vendors and/or factory authorized dealers who are able and willing to provide responsive service to the County. Bidders must be in a position to offer the lowest cost/highest effectiveness, completely meeting all established state and federal regulations or exceeding the minimum specifications contained herein. When additional equipment (components) are required to complete a bid package which is not usually supplied by the Bidder, such equipment shall be supplied by an authorized equipment supplier, but shall be the full responsibility of the Bidder.
 3. **Inspection of Work (If Applicable)**: Representatives of the County shall have access, at any reasonable time, to the Bidder's and Manufacturer's facilities for the purposes of inspection during the agreement period, to inspect the recording facility during its normal working hours. The costs associated with such inspection trips shall be borne by the County.
 4. **Late Delivery (If Applicable)**: It is expressly understood and agreed that, as a result of the public interest, and because of the monetary losses that the County may incur as a result of failure to deliver the goods and/or services described in the contract on time, that time is of the essence in the performance of this contract. It is agreed that damages resulting from late delivery can neither be accurately anticipated or calculated.
- The following delivery terms and conditions apply to the item(s) described in the specifications: The goods and/or services shall be delivered should be within fifteen (15) days After Receipt of Order (ARO).
5. **Payment or Acceptance Not Conclusive**: No payment made under the subsequent Agreement shall be conclusive evidence of the performance of the contract, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, and shall not relieve the Bidder from corrections of the defects. The final acceptance shall not be binding upon the County or conclusive, should it subsequently develop the Bidder had furnished inferior items or had departed from the specifications and/or the terms of the contract. Should such conditions become evident, the County shall have the right, notwithstanding final acceptance and payment, to cause the services to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the Bidder.
 6. **Order of Preference**: In the event of conflict between the Bid Instructions and General Terms and Conditions and the Supplemental Terms and Conditions, the Supplemental Terms and Conditions shall prevail. Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design (if applicable).
 7. **Method of Award**: The item(s) or services will be awarded to the lowest responsible Bidder meeting or exceeding the minimum required specifications for the desired services. Santa Fe County, at its discretion, may award a Bidder who can provide all of the services outlined in the Scope of Work or a portion of the services outlined in the Scope of Work. It is the County's intent to award a one (1) year contract for the desired services with three one-year options to renew not to exceed four (4) years total.

SCOPE OF WORK

Objective Description

Santa Fe County is issuing an Invitation for Bids (IFB) for Indefinite Quantity Janitorial Supplies for the Santa Fe County Administrative Services Department, Building Services Division with the intent to award a firm, fixed, price agreement. Santa Fe County will make a single award of all items on this solicitation. The successful Bidder will be awarded a one (1) year price agreement with the County, with three (3) one-year options to renew and not to exceed four (4) years.

Scope of Work

- A. In the event this order is validated and Bidder is authorized to proceed with the supplier of the janitorial supplies, the awarded contractor shall:
1. Assume fully the responsibility for material, workmanship and quality of product hereunder and in the event of error, Bidder shall immediately replace any and all janitorial supplies, at no cost to the County, in which supplier errors and/or defects shall have occurred.
 2. Determination of error and/or unacceptability shall be the sole responsibility of the Santa Fe County Administrative Services Department and such determination and/or judgment shall be final.
- B. The parties understand and agree that by entering into this Price Agreement that there is no obligation or commitment by the County to purchase the materials in amounts specified in the Bid Sheets. Further, quantities set out in Bid Sheets are estimated quantities only by the County; its actual needs may be less or exceed those amounts. The County assumes no liability in the event actual requirements do not equal the stated estimated quantities.

Cost of Delivery: Any of the bid items shall include delivery costs to the Santa Fe County Administrative Services Department.

Packaging for Shipment: Any of the bid items shall be shipped in boxes suitable to protect against damage during shipment. All ships shall be delivered FOB DESTINATION.

**Board of County Commissioners
Invitation for Bids**

Date: _____

To: Henry G. Robledo, Procurement Manager
Santa Fe County Purchasing Division
142 West Palace Avenue, Second Floor
Santa Fe, NM 87501

From: _____

Address: _____

Having read the Santa Fe County Bid Instructions and General Terms and Conditions and examined the specification sheet(s) for the Invitation for Bids reference #29-0004-ASD/HGR we hereby submit the attached firm offer for which will remain open for a period not to exceed ninety (90) days in accordance with all terms and conditions represented in this solicitation for:

INDEFINITE QUANTITY JANITORIAL SUPPLIES

Signature _____

F.O.B. Point: Destination

Name Typed or Printed _____

Delivery Date: _____

Title _____

Federal ID or Social Security Number _____

Firm Name _____

Received addenda numbers _____, _____, when issued.

New Mexico Business Preference No. _____

Telephone and Fax Number _____

EXHIBIT A

BID SHEET

JANITORIAL SUPPLIES BID ITEMS CONTINUED				
ITEM	EST.	ITEM	PRICE PER	PRICE PER ITEM
#	QTY	DESCRIPTION	ITEM	(WRITTEN IN WORDS)
1	40 case	NON ACID BATHROOM CLEANER 32 oz. (12 to a case) (ready to use)	\$	
2	30 case	DISINFECTANT FLOOR CLEANER 32 oz. (12 to a case) (ready to use)	\$	
3	25 case	GLASS CLEANER 32 oz. (12 to a case) (ready to use)	\$	
4	25 case	MULTI-SURFACE CLEANER 32 oz. (12 to a case) (ready to use)	\$	
5	20 case	ODOR COUNTERACTANT 32oz. (12 to a case) (ready to use)	\$	
6	25 case	ACID BATHROOM CLEANER 32 oz. (12 to a case) (ready to use)	\$	
7	10 case	EXAM GLOVES (Large) Latex Disposable Non Powered-Medical (10 boxes of 100 to a case)	\$	
8	70 case	24 x 24 PLASTIC LINERS (1000 to a case)	\$	
9	60 ca	LARGE FINISH MOP 32 oz.	\$	
10	72 ca	MEDIUM MOP 24 oz. (8 ply cotton)	\$	
11	50 case	FLOOR WAX (4 Gallon to a case)	\$	
12	35 case	BLEACH (1 gallon) (6 to a case)	\$	

JANITORIAL SUPPLIES BID ITEMS CONTINUED				
ITEM	EST.	ITEM	PRICE PER	PRICE PER ITEM
#	QTY	DESCRIPTION	ITEM	(WRITTEN IN WORDS)
13	24 case	16 x 19 WHITE TOWELS TERRY CLOTH (12 to a case)	\$	
14	24 ea	DUST MOP HEADS (5" x 24")	\$	
15	70 case	LOTIONIZED HAND SOAP REFILL BAG IN A BOX 8000 ML FOR WALL MOUNTED DISPENSER (12 TO A CASE).	\$	
16	12 ea	PLUNGER (power)	\$	
17	70 ea.	BOWL BRUSH (CURVED style) PLASTIC	\$	
18	30 case	FURNITURE POLISH AERO 20 oz. (12 to a case)	\$	
19	20box	SEAT COVERS (5000 to a box)	\$	
20	10 case	SANITARY SAC LINERS FOR WALL MOUNTED RECEPTACLE) 7 1/2 X 10 X 3	\$	
21	10 case	SPRAY BUFF-FLOOR FINISH (4 GAL. TO A CASE).	\$	
22	10 case	20 INCH BURNISHING PADS (5 to a case)	\$	
23	150 ea	SPRAY BOTTLE W/SPRAYER 32. OZ.	\$	

JANITORIAL SUPPLIES BID ITEMS CONTINUED				
ITEM	EST.	ITEM	PRICE PER	PRICE PER ITEM
#	QTY	DESCRIPTION	ITEM	(WRITTEN IN WORDS)
24	10 ea	4' X 6' FLOOR MAT (OLEFIN WIPER MAT).	\$	
25	45 case	URINAL SCREENS W/DEODORIZER BLOCK. (12 to a case)	\$	
26	35 case	WAX STRIPER (1 gallon) (4 to a case)	\$	
27	15 ea	ANGLE BROOM (plastic)	\$	
28	12 ea	24" BROOM w/handle LARGE	\$	
29	6 case	AJAX CLEANSER 21 oz. (24 per case)	\$	
30	12 box	TRASH BAGS 1.8 mil. (55 gallon 208L) 1000 bags per box	\$	
31	6 case	SHAMPOO EXTRACTOR (1 gallon) (4 to a case)	\$	
32	30 case	TOILET PAPER 2-PLY CONVENTIONAL SIZE, SMALL, WHITE (96 ROLLS TO A CASE) 500 SHTS/RL.	\$	
33	20 EA.	SOPA DISPENSER (HOLDS 800ML BAG IN BOX SOAP) PLASTIC 41/2"W41/8DX11"H BLACK.	\$	
34	40 case	MULTI-FOLD HAND TOWELS WHITE 91/2 X 91/4 SHEET SIZE (16 BUNDLES OF 250 SHEETS T A CASE).	\$	

JANITORIAL SUPPLIES BID ITEMS CONTINUED				
ITEM	EST.	ITEM	PRICE PER	PRICE PER ITEM

#	QTY	DESCRIPTION	ITEM	(WRITTEN IN WORDS)
35	6 EA.	SQUEEGEE 36" HVY.	\$	
36	36 EA.	PREMIUM OSTRICH FEATHER DUSTERS 20" OVERALL LENGTH/10" HANDLE	\$	
37	12 EA.	MOP BUCKET W/SIDE PRESS WRINGER 26-QUART 3" CASTERS	\$	
38	30 EA.	CONCENTRATED LAUNDRY DETERGENT 36LB. BULK CASE	\$	
39	40 CASE	NEUTRAL HEAVY DUTY FLOOR CLEANER (4 GAL. TO A CASE.)	\$	
40	12 EA.	VIRTUAL AIRE PROGRAMMABLE METERED NON-AEROSOL DISPENSER	\$	
41	6 CASE	VIRTUAL AIRE FRAGRANCE REFILLS (12 TO A CASE).	\$	
42	25 CASE	PREMIUM QUALITY AIR FRESHENERS 17OZ. 12 TO A CASE.	\$	
43	12 EA.	LOBBY UPRIGHT BLACK DUST PAN 37" OVERALL HEIGHT 12.5" WIDE DUST BIN.	\$	
44	50 CASE	READY TO USE GLASS & MULTSURFACE CLEANER 32 OZ. TRIGGER SPRAY AT (12 TO A CASE).	\$	
45	20 CASE	STAINLESS STEEL CLEANER & POLISH 15OZ. (12 TO A CASE.)	\$	

JANITORIAL SUPPLIES BID ITEMS CONTINUED				
ITEM #	EST. QTY	ITEM DESCRIPTION	PRICE PER ITEM	PRICE PER ITEM (WRITTEN IN WORDS)
46	20 CASE	FOAM DISINFECTANT CLEANER AEROSOL 19 OZ. (12 TO A CASE.)	\$	
47	30 CASE	TRASH BAGS 33 GAL. 1.3 MIL 33"X 39" BLACK (100 TO A CASE.)	\$	
48	40 drums	SNOW AND ICE MELTER (100 LB. DRUMS).	\$	
49	10 EA	WET FLOOR SIGN	\$	
50	30 CASE	URINAL SCREEN 12 PER CASE	\$	
51	20 EA	GLOVES, MED LTX-NON- POWDER	\$	
52	12 CASE	MILD ACID 32 OZ. (12 TO A CASE).	\$	
53	10 EA	TOOL HOLDER 24" EA.	\$	
54	12 CASE	CONTEMPO H202- 32 OZ. (12 TO A CASE).	\$	
55	20 PK	BLACK DOODLE SCRUB PAD (5 TO A PKACK)	\$	
56	10 PK	GRILL SCREEN 10 PK. (5 PACK)	\$	
57	12 PK	SEAT COVER DISPENSER- 2 PK.	\$	

JANITORIAL SUPPLIES BID ITEMS CONTINUED				
ITEM	EST.	ITEM	PRICE PER	PRICE PER ITEM
#	QTY	DESCRIPTION	ITEM	(WRITTEN IN WORDS)
58	10 case	VANDAL MARK ROMOVER 12 PK.	\$	
59	50 case	TOILET TISSUES JUMBO (6 TO A CASE).	\$	
60	12 EA	WIPER TERI, WY PA- BOX	\$	
61	10 case	DUST MOP TREATMENT, AERISOL	\$	
62	12 EA	MOP HANDLE, FIBERGLASS	\$	
63	10 case	FLOOR SEALER (4 GAL. PER CASE)-	\$	

Contractor's Name: _____

Contractor's Phone: _____

Fax #: _____

**INDEFINITE QUANTITY
JANITORIAL SUPPLIES**

DELIVERY NEEDED FOR EACH UNIT ORDERED: 15 DAYS ARO

DELIVERY PROPOSED: _____ DAYS

Written in words: _____ DAYS

These bid prices shall be held firm and valid for any and all quantities ordered under this offer, for a period not to exceed ninety (90) days from the date of official bid opening.

THIS SECTION LEFT INTENTIONALLY BLANK

Harry B. Montoya
Commissioner, District 1

Virginia Vigil
Commissioner, District 2

Michael D. Anaya
Commissioner, District 3



Paul Campos
Commissioner, District 4

Jack Sullivan
Commissioner, District 5

Roman Abeyta
County Manager

November 14, 2008

SANTA FE COUNTY
INDEFINITE QUANTITY JANITORIAL SUPPLIES
IFB #29-0004-ASD/HGR

ADDENDUM #1

Dear Proponents,

This is to notify all potential bidders that the Santa Fe County is issuing the following addendum with regards to IFB #29-0004-ASD/HGR Indefinite Quantity Janitorial Supplies. This addendum is issued to reflect the following immediately:

Replace Paragraph 7. Method of Award in Supplemental Terms & Conditions on Page 9 to read:

7. **Method of Award:** *The item(s) or services will be multi-awarded to the responsible Bidder(s) meeting or exceeding the minimum required specifications for the desired goods and services. Santa Fe County, at its discretion, may award a Bidder who can provide all the services outlined in the Scope of Work or a portion of the services outlined in the Scope of Work. It is the County's intent to award a one (1) year Price Agreement for the desired goods with a three (3) one-year options to renew options to renew not to exceed four (4) years total. Each contract will allow for a maximum of ten percent (10%) increase based on prior approval by Santa Fe County and will not take effect until an Amendment has been executed extending the term and the proposed prices.*

Correction to Bid Item 30 of Exhibit A – Bid Sheet to read:

ITEM #	EST QTY	ITEM DESCRIPTION	PRICE PER ITEM	PRICE PER ITEM WRITTEN IN WORDS
30	12 Box	TRASH BAGS 1.8 MIL (55 gallon 208L) 100 bags per box	\$	

Correct Contact for Procurement:

Please address the Invitation for Bid to the following Procurement Specialist:

Mailing Address:

Santa Fe County Purchasing Division
Attn: James P. Chavez, Procurement Specialist
P.O. 276
Santa Fe, New Mexico 87502-0276

Or

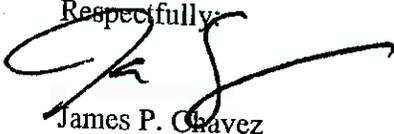
Hand Delivery or by Courier

Santa Fe County Purchasing Division
Attn: James P. Chavez, Procurement Specialist
142 W. Palace Avenue (Second Floor)
Santa Fe, New Mexico 87501

Please add this Addendum #1 to the original bid documents and refer to bid documents, hereto as such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect.

Bidders are reminded that any questions or need for clarification must be addressed to James P. Chavez, Senior Procurement Specialist at (505) 992-6759 or at jchavez@co.santa-fe.nm.us.

Respectfully,



James P. Chavez
Senior Procurement Specialist

Harry B. Montoya
Commissioner, District 1

Virginia Vigil
Commissioner, District 2

Michael D. Anaya
Commissioner, District 3



Paul Campos
Commissioner, District 4

Jack Sullivan
Commissioner, District 5

Roman Abeyta
County Manager

November 19, 2008

SANTA FE COUNTY
INDEFINITE QUANTITY JANITORIAL SUPPLIES
IFB #29-0004-ASD/HGR

ADDENDUM #2

Dear Proponents,

This is to notify all potential bidders that the Santa Fe County is issuing the following addendum with regards to IFB #29-0004-ASD/HGR Indefinite Quantity Janitorial Supplies. This addendum is issued to reflect the following immediately:

Q: I need clarification on lines 1-6, "ready to use" cleaning chemicals; it is my understanding that these chemicals are not "ready to use" but in fact are "concentrates"?

A: This is true, these products are "concentrates" and should be considered as so, not "ready to use" as stated in Items 1-6.

Q: What is the thickness you are requesting for Item no. 8, the 24"x24" plastic liner?

A: The size Santa Fe County has requested is: 24"x24" x six (6) microns thickness.

Q: Would you be able to tell us approximately how many cases of liners are ordered at one time, how often, and to how many locations?

A: Twenty (20) cases per order, six (6) times per Fiscal Year, to one location to be distributed by Santa Fe County.

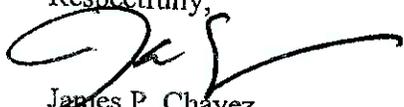
Q: Do you have a delivery dock and pallet jack or fork lift at the delivery site(s)?

A: No

Please add this Addendum #2 to the original bid documents and refer to bid documents, hereto as such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect.

Bidders are reminded that any questions or need for clarification must be addressed to James P. Chavez, Senior Procurement Specialist at (505) 992-6759 or at jchavez@co.santa-fe.nm.us.

Respectfully,

A handwritten signature in black ink, appearing to read 'JP Chavez', with a long horizontal flourish extending to the right.

James P. Chavez
Procurement Specialist Senior