



MARTHA B. MENDIOLA
Procurement Officer

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
Office of Procurement

Guma' Hustisia, Imwal Aweewe, House of Justice
P.O. Box 502165, Saipan, MP 96950
Phone: (670) 236-9804 | Email: procurement@nmijudiciary.com

REQUEST FOR PROPOSALS
NO. RFP-2021-JUD-3
“JANITORIAL SERVICES”

SUBMISSION DATE: January 13, 2021 (ChST)
SUBMIT TO: Cashier's Window, Suite 212 of the Marianas Business Plaza
TIME: 10:00 a.m.

The Commonwealth Judiciary (“Judiciary”) is soliciting request for proposals for Janitorial Services.

The Request for Proposal No. RFP-2021-JUD-3 and supporting documents may be obtained at the cashier's window, located at Suite 212 of the Marianas Business Plaza, in Susupe, Saipan, during regular working hours. The proposal package may also be retrieved online at www.nmijudiciary.com.

The Judiciary reserves the right to reject any or all proposals, or portions thereof, and waive immaterial defects if to do so would be in the best interest of the CNMI government.

The provisions of the NMI Judiciary Rules of Procurement Rule 69 prohibiting gratuities, kickbacks and contingent fees shall apply.

/s/
ALEXANDRO C. CASTRO
Chief Justice

/s/
MARTHA B. MENDIOLA
Judiciary Procurement Officer

**REQUEST FOR PROPOSALS
RFP-2021-JUD-3**

**JANITORIAL SERVICES
FOR THE COMMONWEALTH JUDICIARY
SAIPAN, NORTHERN MARIANA ISLANDS
P.O. BOX 502165, SAIPAN MP 96950 (“Guma’ Hustisia”)
(670) 236-9804
www.nmijudiciary.com**

Date of Issuance: December 30, 2020

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REQUEST FOR PROPOSALS

SECTION I. INTRODUCTION.

The Commonwealth Judicial Branch (“Judiciary”) is accepting proposals for janitorial services on Saipan, Commonwealth of the Northern Mariana Islands (“CNMI”) from qualified, individuals with experience as described in the scope of work.

SECTION II. PROCUREMENT METHOD.

This procurement is made in accordance with NMI Judiciary Rules of Procurement Rule 13, Competitive Sealed Proposals.

SECTION III. INSTRUCTIONS.

A. Proposal Package: A copy of the proposal package is available at the Cashier’s window, at Suite 212 of the Marianas Business Plaza between 8:00 am. to 4:00 p.m. Tuesday to Friday, excluding observed holidays, upon registration completion. The proposal package may also be retrieved online at www.nmijudiciary.com. For website issues preventing access, please contact Procurement Officer Martha B. Mendiola at procurement@nmijudiciary.com.

B. Receipt and Proposal Opening.

1. Sealed Proposals within the CNMI. Sealed proposals must be marked **RFP-2021-JUD-3** and submitted in one (1) original and three (3) copies to the Cashier’s window, at Suite 212 of the Marianas Business Plaza no later than **10:00 a.m., Chamorro Standard Time, on Wednesday, January 13, 2021.**

2. Contact Information.

Martha B. Mendiola
Procurement Officer
Commonwealth Judiciary
P.O. Box 502165
Saipan, MP 96950
Phone: (670) 236-9804
Email: procurement@nmijudiciary.com

3. Proposal Openings. Proposals shall be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation. A register of proposals shall be prepared and shall be open for public inspection after contract award.

C. Mandatory Pre-Submission Conference. A mandatory pre-proposal meeting will be held on **Tuesday, January 5, 2021, at 10:00 a.m., local time** at the **Guma’ Hustisia. Failure to attend the mandatory pre-proposal meeting will result in the proposer being excluded from further consideration.** Any questions or inquiries shall be directed to Gerald E. Weaver, Building Superintendent, **and shall only be answered at the mandatory pre-proposal meeting.** Any questions or inquiries not raised at the mandatory pre-proposal meeting shall not be answered and shall be disregarded.

SECTION IV. REQUIREMENTS.

A. Scope of Work. The chosen proposer shall provide the following goods/services:

1. Description. The Contractor shall perform the following tasks from 7:00 a.m. to 4:00 p.m., Monday through Friday except on holidays. Required services are to be performed and completed on a timely basis and not disruptive of judicial proceedings. The scope of cleaning areas is outlined in Section IV.A.2 below. Because the Guma' Hustisia is not fully occupied and will likely undergo renovation/construction soon, certain areas at the Guma' Hustisia may not need extensive cleaning services. The "other alternate sites" for the Judiciary is, accordingly, considered in lieu of the restricted areas. The "other alternate sites" include but are not limited to, Marianas Business Plaza, JCT Building II, Karidat, Satellite Office for the Office of Adult Probation Supervision, and etc.

2. Time, Place, and Method of Delivery or Performance.

a. Scope of Cleaning Areas. The scope of cleaning services and applicable terms are as follows:

- 1) Guma' Hustisia: Section IV. A(2)(b);(d);(e); and (f);
- 2) Marianas Business Plaza: Section IV. A(2)(c) and (f);
- 3) Office of Adult Probation Supervision Satellite Office: Section IV. A(2)(c) and (f);
- 4) JCT Building II, Unit 6: Section IV. A(2)(c) and (f);
- 5) Karidat: Section IV. A(2)(c) and (f); and
- 6) Other alternate sites for the Judiciary: Section IV. A(2)(c) and (f).

b. Daily Tasks: The Contractor shall perform the following tasks on a daily basis. Required services are to be performed and completed on a timely basis and not disruptive of judicial proceedings.

- 1) Sweep, mop, and/or vacuum all designated floors (main lobby, hallways, stairwells, courtrooms, courtroom foyers, conference rooms, staff break rooms, public areas of division offices, etc.);
- 2) Empty all trash cans and dispensers in public areas and dispose of all trash at the designated location;
- 3) Replenish, refill and re-supply all public and staff restrooms with disposable supplies including toilet tissue, paper towels, hand-soap, soap dispensers, trash bags, deodorizer, and other items listed;
- 4) Clean, scrub and sanitize all public and staff restrooms floors, walls, sinks, and fixtures; and
- 5) Clean and polish all public and staff restrooms mirrors.

c. Two Times a Week Tasks: The Contractor shall perform the following task two (2) times a week. Required services are to be performed and completed on a timely basis and not disruptive of judicial proceedings.

- 1) Sweep, mop, and/or vacuum all designated floors of the alternate sites (i.e. main lobby, hallways, stairwells, courtrooms, courtroom foyers, conference rooms, staff break rooms, public areas of division offices, etc.);
- 2) Empty all trash cans and dispensers in public areas and dispose of

all trash at the designated location;

- 3) Replenish, refill and re-supply all public and/or staff restrooms with disposable supplies including toilet tissue, paper towels, hand-soap, soap dispensers, trash bags, deodorizer, and other items listed;
- 4) Clean, scrub and sanitize all public and/or staff restrooms floors, walls, sinks, and fixtures; and
- 5) Clean and polish all public and/or staff restrooms mirrors.

d. Three Times a Week Tasks: The Contractor shall perform the following task three (3) times a week. Required services are to be performed and completed on a timely basis and not disruptive of judicial proceedings.

- 1) Dust and polish all wood furniture, desks, shelves, counters, chairs, appliances and related millwork in all Superior Court courtrooms in the Guma' Hustisia.

e. Weekly: The Contractor shall perform the following tasks once a week. Required services are to be performed and completed on a timely basis and not disruptive of judicial proceedings.

- 1) Dust and polish all wood furniture, desks, shelves, counters, chairs, appliances and related millwork in the Supreme Court courtroom in the Guma' Hustisia;
- 2) Polish all floor tiles in the main lobby and public areas of the Guma' Hustisia, including public areas in the division offices;
- 3) Clean, scrub, and sanitize all restroom floors, sinks and fixtures and replenish, refill and re-supply the restrooms with disposable supplies including toilet tissue, paper towels, hand-soap, soap dispensers, trash bags, deodorizer, and other items listed in the Justices and Judges chambers; vacuum, mop, and/or sweep the Justices and Judges chambers; dust and polish all wood furniture, desks, shelves, counters, chairs, appliances and related millwork in the Justices and Judges chambers; and empty all trash cans and dispensers and dispose of all trash at the designated location for the Justices and Judges Chambers;
- 4) Clean and sanitize all Supreme Court and Superior Court offices and staff common areas; and
- 5) Clean, scrub, and sanitize all basement holding cell and courtroom holding cell restroom floors, sinks and fixtures and replenish, refill and re-supply the restrooms with disposable supplies including toilet tissue, paper towels, hand-soap, soap dispensers, trash bags, deodorizer, and other items.

f. Other Essential Requirements.

- 1) The Contractor shall provide the necessary cleaning and janitorial supplies such as cleaning chemicals, solution, detergents, furniture polish, and other related supplies. All chemicals intended for use by the contractor must meet local Bureau of Environmental and Coastal Quality (BECQ) and Federal Environmental (EPA) requirements. Contractor shall not store any dangerous or hazardous chemicals at

- the Guma' Hustisia;
- 2) The Contractor shall provide the necessary mops, brooms, vacuum cleaners, buffers, and other related tools, equipment, and machinery to assure the proper performance of the services;
 - 3) The Contractor shall perform the contract deliverables in a professional manner to assure the integrity and confidentiality of sensitive court information that the Contractor's personnel may come across during the performance of the contract. For security reasons, the Commonwealth may require the Contractor's employees to wear uniforms acceptable to the Judiciary during their presence in the Guma' Hustisia. In the event uniforms are required, such uniforms shall be provided by the Contractor;
 - 4) The Contractor shall coordinate with the Building Superintendent or his/her designee regarding all delivery, storage and/or removal of chemicals from the premises, as well as arranging access to secured and restricted areas of the Guma' Hustisia to perform work. The Building Superintendent shall identify areas for cleaning staff to take breaks during the workday;
 - 5) From time-to-time cleaning staff will be asked by the Building Superintendent to work flextime hours to ensure adequate cleaning is performed for Judiciary public events. Such hours will require cleaning staff to work past 4:00 p.m., or commence work prior to 7 a.m. In the event cleaning staff work flextime hours, their regular hours will be adjusted so that they do not work more than eight hours in a single day; and
 - 6) In the event the Guma Hustisia is closed for five or more consecutive weekdays, and as a result janitorial services are not provided during such a closure period, there shall be a pro rata reduction in the contract price.

g. Duration of Contract. The Judiciary intends to contract for one (1) year.

B. Proposal Submission Documents. Proposers must include in their proposal submission the following:

1. **Documents.** The following must be included in the proposal submission.
 - a. Copy of a valid business license;
 - b. Relevant experience;
 - c. Method of fulfilling the Scope of Work; and
 - d. Names of Contractor's staff who will be assigned to the NMI Judiciary.
2. **Forms.** The following forms must be completed, signed, and included in the proposal submission.
 - a. Certification of Prohibition Against Gratuities, Kickbacks, and Contingent Fees; and
 - b. Vendor Registration Form.

SECTION V. EVALUATION FACTORS.

A. Evaluation Factors. All evaluation factors stated in the request for proposals shall be considered in determining proposals in the competitive range (i.e., those allowed to participate further in the selection process), and any subsequent evaluations (including evaluation of best and final offers from the competitive range offerors).

B. Evaluation Factors Are:

1. Technical Requirements.

- a. Methods of fulfilling specific requirements outlined in Section III – 45%;
- b. Past experience or equivalent on similar projects – 35%;
- c. Current workload and ability to commit to the Scope of Work – 10%; and
- d. Price – 10%.

SECTION VI. NOTICE.

A. Confidentiality. Until award of a contract is made, the content of any proposals submitted by the proposer shall be held in strictest confidence.

B. Costs. All costs incurred by the proposer to prepare a response to this invitation for proposals and subsequent inquiries shall be borne by the proposer.

C. Addenda: Any changes or clarifications to the scope of work or project details will be made via addenda and emailed to all registered, potential proposers.

D. Error in Proposals. Each proposer must carefully examine his or her proposal prior to submission. Each proposer must comply with the requirements contained in the invitation for proposals. Failure to do so is at the proposer's risk. Deviation from the requirements may result in rejection of the proposal.

E. Right to Reject or Waive. The Judiciary reserves the right to reject any or all proposal, or portions thereof. A proposal may be rejected for any of the following reasons:

1. Failure to conform to essential requirements of the requests for proposals such as specifications or time of delivery;
2. Submission contents are so unacceptable that a revision of the proposal in the negotiation stage would be equivalent to accepting a new proposal;
3. In comparison with other proposals, such proposal clearly has no chance of being selected for award.
4. Imposition of conditions or restrictions in the proposal which modify requirements of the request for proposal. For example, proposals may be rejected in which the proposer:
 - a. protects against future changes in conditions, such as increased costs;
 - b. fails to state a price and indicates that price shall be the price in effect at the time of delivery;
 - c. states a price but qualifies it as subject to price in effect at time of delivery; or
 - d. limits the rights of the Judiciary.
5. Unreasonableness as to price; or
6. A proposal from a non-responsible proposer.
7. Failure to execute the contract or furnished the required bonds.

F. Property of the Judiciary. All proposals received shall become the property of the Judiciary and will not be returned to the proposer.

SECTION VII. AWARD.

- A. Prior to Award.** Discussions may be conducted with responsible offerors who submit proposals in the competitive range for the purpose of clarification and ensuring a full understanding of, and responsiveness to, all solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining the best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.
- B. Award.** Award shall be made to the responsible offeror whose proposal is determined to be most advantageous to the Judiciary taking into consideration price and the evaluation factors set forth in the request for proposal. No other factors or criteria shall be used in the evaluation and the contract file shall contain the basis on which the award is made.

SECTION VIII. STATUTORY AND REGULATORY REQUIREMENTS.

The Contractor and subcontractors employed in the completion of the project shall comply with all applicable Federal, State, and CNMI Laws, including laws on minimum wage and Judicial Branch Procurement Rules 69 and 70:

Rule 69. Gratuities and Kickbacks.

- (a) **Gratuities.** It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or dispute or other particular matter, pertaining to any program requirement, or a contractor or subcontract, or to any solicitation or proposal therefor.]
- (b) **Kickbacks.** It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

Rule 70. Prohibition Against Contingent Fees.

- (a) **Contingent Fees.** It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Judiciary contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- (b) **Representation of Contractor.** Every person, before being awarded a Judiciary contract, shall represent, in writing, that such person has not retained anyone in violation of Rule 70(a). Failure to do so constitutes a breach of ethical standards.

**JANITORIAL SERVICES FOR THE COMMONWEALTH JUDICIARY
REQUEST FOR PROPOSALS
NO. RFP-2021-JUD-3**

The NMI Judiciary Rules of Procurement prohibit gratuities, kickbacks, and contingent fees. All Contractors shall certify [under oath] that they have not in any way been involved in any gratuities, kickbacks, or contingent fees in connection with their selection or ultimate performance of this contract.

Rule 69. Gratuities and Kickbacks.

- (a) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or dispute or other particular matter, pertaining to any program requirement, or a contractor or subcontract, or to any solicitation or proposal therefor.
- (b) Kickbacks. It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontractor or order.

Rule 70. Prohibition Against Contingent Fees.

- (a) Contingent Fees. It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Judiciary contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

I (name) _____, a representative of (company) _____ have read and understood the prohibition on gratuities, kickbacks, and contingent fees as set forth in NMI Judiciary Rules of Procurement Rule 69 and Rule70 above. I attest that I have not retained anyone in violation of these rules. I further agree to comply with the requirements set forth in Rules 69 and 70 and understand that failure to do so may result in rejection of the bid submission or termination of award of contract.

Name and Signature

Date



VENDOR REGISTRATION FORM

(Instructions on reverse)

SUPPLIER ORGANIZATION INFORMATION

1. COMPANY NAME		2. TAXPAYER ID NUMBER (TIN)	3. IS THIS TIN AN SSN?		
4. MAIN PHONE	5. MAIN FAX	6. MAIN EMAIL ADDRESS		7. WEBSITE	
8. MAILING ADDRESS		9. CITY	10. STATE	11. POSTAL CODE	12. COUNTRY

POINT OF CONTACT

13. NAME			14. TITLE		
15. PHONE	16. ALTERNATE PHONE	17. EMAIL ADDRESS			

PERSON RESPONSIBLE FOR PREPARING THE FORM

18. NAME			19. TITLE		
20. PHONE	21. ALTERNATE PHONE	22. EMAIL ADDRESS			
23. SIGNATURE			24. DATE		

**INSTRUCTIONS FOR PREPARATION OF
JUD PROC. FORM 3**

General.

The JUD PROC. FORM 3, Vendor Registration Form, must be completed to register as a Commonwealth of the Northern Mariana Islands Judiciary ("Judiciary) vendor. The Judiciary reserves the right to approve or disapprove the registration request at their discretion.

Please email the completed form, accompanied with a copy of your Business License and document showing proof of your TIN (i.e. W2), to procurement@nmijudiciary.com.

Instructions for completing the form.

1. Enter the company name as identified in the company Business License.
2. Enter the Taxpayer Identification Number (TIN).
3. Answer "Yes" only if the TIN in Item 2 is a Social Security Number issued by the Social Security Administration. Otherwise, answer "No."
4. Enter the company's main phone number.
5. Enter the company's main fax number.
6. Enter the company's main email address.
7. Enter the company's website address.
8. Enter the company's mailing address.
9. Enter the company's city address.
10. Enter the company's state address.
11. Enter the company's postal address zip code.
12. Enter the company's country address.
13. Enter the name of the person who can be contacted regarding procurement, billing, etc.
14. Enter the title of the person listed in Item 13.
15. Enter the contact number of the person listed in Item 13.
16. Enter an alternate contact number of the person listed in Item 13.
17. Enter the email address of the person listed in Item 13.
18. Enter the name of the person responsible for preparing the form.
19. Enter the title of the person listed in Item 18.
20. Enter the contact number of the person listed in Item 18.
21. Enter an alternate contact number of the person listed in Item 18.
22. Enter the email address of the person listed in Item 18.
23. The person listed on Item 18 must sign the form.
24. Enter the date on which the form was signed and completed.