OTERO COUNTY, COLORADO

INVITATION TO BID

Otero County requests sealed bids for new flooring of the new Public Works Office (formerly CSU Extension Office), 411 North 10th Street, Rocky Ford, CO 81067.

Bids are due on or before 1:15 p.m., on September 28, 2020, at the Otero County Public Works Office, 13 West Third Street, Room 208, La Junta, CO 81050. The bids will be opened publicly and read aloud on September 28, 2020 at 1:30 p.m., in Room 107 in the Otero County Courthouse.

Bids must be identified in the following manner: The outside of the envelope shall be marked “Flooring of New Public Works Office, 411 North 10th Street, Rocky Ford, CO 81067, September 28, 2020.” Faxed bids will be accepted prior to the 1:15 p.m. deadline. Any faxed bids received after 1:15 p.m. will be returned to the vendor and marked rejected. Every effort will be made to preserve the confidentiality of a faxed bid; however, Otero County assumes no responsibility for the secrecy of any bid received via fax. Legibility of faxed bids is the responsibility of the bidder. All bids must be returned on the bid form provided. Bids may be emailed to: dgarcia@oterogov.org. Otero County will send you an email confirmation when your bid/proposal is received. Otero County assumes no responsibility for the secrecy of any bid received via email.

For questions, call telephone: 719-383-3035 or fax your questions to 719-383-3935 or email your questions to dgarcia@oterogov.org.

Attached are minimum specifications as determined by the County. Please note clearly in the bid proposal any alternatives or deviations from said specifications and include justification for acceptance of the same. Bids must show total cost to Otero County.

Before award of the contract, the successful bidder may be required to satisfy the County as to experience and competence to provide the product and services in question. The County may make such investigations as it deems necessary to determine the ability of the bidder to meet the required needs, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by or the investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to deliver the products contemplated therein. Conditional bids will not be accepted.

Otero County reserves the right to reject any and all bids, waive irregularities and accept the bid which, in its opinion, best serves the needs and purposes of the County. The County is exempt from all taxes under Certificate No. 98-03453. Otero County is an “Equal Opportunity Employer”.

The bidder shall submit at a minimum a worksheet and bid form.

All materials are confidential and proprietary until bid opening, except as mentioned above.

All bids must be good for 30 days after bid opening.

A mandatory pre-bid conference will be held on September 21, 2020 at 11:00 a.m., at the new Public Works Office, 411 North 10th Street, Rocky Ford, CO 81067. A bid will not be accepted unless the bidder attends this pre-bid conference.
Bidder must submit with the bid:

- Proof of Workers’ Compensation Insurance or sign a certification by independent contractor stating the bidder is not entitled to W.C.’s benefits through Otero County
- Proof of General Liability Insurance with a minimum of $387,000.00 per person and $1,093,000.00 per incident.
- List of at least three (3) references
- Completed and signed W-9 form

General Conditions:

- The Contractor will be responsible for any and all damages he may cause and will hold the County harmless and indemnify the County from any damages he may cause while performing the services required by this Invitation to Bid.

- Any injury on the job must be reported to the Road & Bridge Coordinator/Supervisor within twenty-four (24) hours from the time of the accident or injury.

- Contractor shall furnish all supervision, technical personnel, labor, supplies/materials, permits, inspections, machinery, tools, equipment and services including utility and transportation services to perform and complete all work required to install the new flooring.

- The Contractor shall not use any product, supplies or equipment that is injurious or damaging to the surface to which it is applied/exposed. The Contractor shall not use any floor supplies and/or products that may emit harmful fumes and are explosive in nature.

- Contractor shall be responsible for the removal of all trash generated by Contractor off Otero County property.

- Hazardous conditions and items in need of immediate repair should be reported to the Road & Bridge Coordinator/Supervisor.

- No smoking will be allowed inside the building and no alcoholic beverages or drugs will be allowed on Otero County’s properties.

Definition of Work

- Removal of all existing floor covering and cove base
- Prepare all sub-floors as needed
- Provide self-leveling process
- Provide and install all reduction materials
- Provide and install all vinyl cove base
- Remove all debris/trash at the end of the job
- Clean all floors at the end of the job
- All products and materials used must be asbestos-free

Summary

- Quality Assurance
- Manufacturer: provide each type of Luxury Vinyl Plank (LVP) flooring and accessories as produced by a single manufacturer, including but not limited to recommended adhesives, sealants, and leveling compounds.
Submittals
• Product Data: submit manufacturer’s technical data for each type of LVP flooring and accessories, including information on building and fire code compliance.
• Samples: submit manufacturer’s standard color LVP flooring and cove base samples showing full range of colors and patterns available for type of LVP material required.
• Maintenance Instructions: submit two (2) copies of manufacturer’s recommended maintenance practices for each type of LVP material and accessory required.
• Maintain minimum temperature of 68 degrees Fahrenheit in spaces to receive LVP flooring and accessories for at least 48 hours after installation. Store LVP flooring materials in spaces where they will be installed for at least 48 hours before beginning installation. Subsequently, maintain minimum temperature of 55 degrees Fahrenheit in areas where work is completed.

Products – Minimum specifications
• Luxury Vinyl Tile: Southwind Hard Surface 2mm (mil/.015 wear layer).
• Vinyl Cove Base Burke/Mercer (4”).

Execution
• Inspect subfloor surfaces to determine that they are satisfactory for installation.
• Do not allow LVP flooring work to proceed until unsatisfactory conditions have been corrected.

Preparation – Prepare sub-floor surfaces as follows:
• Use leveling and patching compound, as recommended by LVP flooring manufacturer, for filling cracks, holes and depression in subfloors and as required to align LVP flooring with adjoining finishes. Floor shall be prepared to condition that it will be acceptable for finished flooring warranty, including self-leveling process to prepare for adhesive.
• Remove coatings from subfloor surfaces that would prevent adhesive bond, including curing compounds incompatible with LVP flooring adhesives, paints, oils, waxes and sealers.
• Broom clean and vacuum surfaces to be installed with LVP and inspect subfloor.

Installation, General
• Install LVP flooring using method indicated in strict compliance with manufacturer’s printed instructions. Extend flooring into toe spaces, door reveals, and into closets and similar openings
• Scribe, cut and fit LVP flooring to permanent fixtures, built-in furniture and cabinets, pipes, outlets and permanent columns, walls and partitions
• Tightly cement LVP flooring to sub-base without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, or other imperfections
• Hand roll LVP flooring in accordance with manufacturer’s written instructions to assure adhesion.

Installation of Accessories
• Apply cove base to walls, columns, pilasters, casework and other permanent fixtures in rooms or areas where base is required. Install base in lengths as long as practicable. Tightly bond base to substrate throughout length of each piece, with continuous contact at horizontal and vertical surfaces. On masonry surfaces, or other similar irregular substrates, fill voids along top edge of cove base with manufacturer’s recommended adhesive filler material.
• Place LVP edge strips tightly butted to flooring and secure with adhesives. Install edging strips at edges of flooring which would otherwise be exposed.

Clean and Protection - Perform the following operations immediately upon completion of installation of LVP flooring:
• Sweep or vacuum thoroughly;
• Do not wash floor until time period recommended by LVP flooring manufacturer has elapsed to allow flooring to become well sealed in adhesive;
• Damp mop floor being careful to remove black marks and excessive soil;
• Remove excessive adhesive or other surface blemishes using appropriate cleaner recommended by LVP flooring manufacturer.

**Extra Stock**
• Deliver stock of maintenance materials to New Public Works Office. Furnish maintenance materials from same manufactured lots as materials installed and enclosed in protective packaging with appropriate identifying labels. • The Flooring: furnish not less than 2 box, for each type, color and size installed. • Vinyl Base: furnish 50 feet of cove base for each type and color of cove base installed.

**County Responsibilities**
• Provide access to work area.
• Answer Contractor’s questions.

**Warranty**
• The successful bidder shall furnish a one (1) year warranty against defect in materials and/or workmanship. The factory/manufacturer warranty on materials shall become effective on the date of installation and acceptance by Otero County. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above-stated warranty period, the successful bidder shall repair or replace same at no cost to Otero County.
Bidder Form

Otero County New Public Works Office

Name of Bidder (please print): ________________________________

Company Name: ________________________________

Company Address: ________________________________

Office phone number: ________________ Cell phone number: ________________

Please list manufacturer’s types of flooring and cove base that meet or exceed minimum specifications:

Flooring ________________________________, thickness ____ (mm), wear layer ________________ (mil/mm)

Cove Base ________________________________, inches ____

Commercial Warranty ________ years

Price per room includes removing old floor material and install new

1. Front Entrance $ _____________
2. Front office: $ _____________
3. Front south 3 offices: $ _____________
4. Center office area: $ _____________
5. Back Storage room: $ _____________
6. Back 4 offices and hallway: $ _____________
7. Hallway and bathrooms: $ _____________
8. Front small storage area: $ _____________
9. Large Meeting Room: $ _____________

Total Bid Amount $ _____________

The contractor shall list below any requirements that he is not able to meet.

________________________________________________________________________________________

________________________________________________________________________________________

Total offer shall include all materials, labor and equipment to complete project as outlined within the specifications.

Signature of Bidder: ________________________________ Date: _____________

Otero County reserves the right to reject any and all bids and the right to waive any requirements if it determines it is in the best interest of the County.

NO BID IS DEEMED ACCEPTED BY OTERO COUNTY UNTIL THE PARTIES HAVE SIGNED A FORMAL CONTRACT REGARDING THE PROJECT.
CONTRACTOR’S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et seq., as amended, as a prerequisite to entering into a contract for services with Otero County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department Program, as those terms are defined in C.R.S. § 8-17.5-101, et seq. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

__________________________________________  __________________________
Company Name                                        Date

______________________________________________
Name (Print or Type)

______________________________________________
Signature

______________________________________________
Title

Note: Registration for the E-Verify Program can be completed at: https://www.vis-dhs.com/employerregistration. It is recommended that employers review the sample “memorandum of understanding” available at the website prior to registering.
EEO POLICY STATEMENT

______________________________________ is an equal opportunity employer and will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, or veteran status. We will take affirmative action to ensure applicants are employed and employees are treated during employment without regard to race, color, religion, sex, national origin, handicap, or veteran status. Such action will include, but not be limited to; employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

_______________________________________ has been designated as the Equal Opportunity Officer and will be available during the hours of ____________________________ to discuss employment-related problems and to review our Affirmative Action Program with you. His/her has the responsibility to monitor all employment related activity to ensure the Equal Opportunity Policy is being carried out, to submit reports related to employment required by the Government, and to keep records.

(Signature of CEO)   ____________________________

Date

______________________________________________
Print Name
Independent Contractor Guidelines

Determining whether or not an individual is an “employee” or “independent contractor” can be tricky. There has been a great deal of case law and legislation regarding this issue. A county cannot claim an individual is an independent contractor in order to avoid paying workers’ compensation premiums. Section C.R.S. 8-40-202, Paragraphs VI.2b.I and VI.2.b.II provides that the following conditions be met to prove an individual is an independent contractor.

A person who performs services for pay for another shall be considered to be an employee unless that person meet both of the following requirements:

1. Free from control and direction of the other in the performance of the service (unless control is exercised under the requirements of any state or federal statute or regulation and;

2. Customarily engaged in an independent trade, occupation, profession or business related to the service performed.

To prove independence through a written document, it must be shown that the county does not:

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<th>County Does</th>
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<td>A. Require the individual service provider to work exclusively for you (except that the individual may choose to work exclusively for such person for a finite period of time specified in the document).</td>
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<td>B. Establish a quality standard for the individual (except that the person may provide plans and specifications regarding the work but cannot oversee the actual work or instruct the individual as to how the work will be performed)</td>
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<td>C. Pay a salary or at an hourly rate instead of a fixed or contract rate.</td>
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<td>D. Terminate the work of the provider during the contract period. (Unless the provider violates the terms of the contract or fails to produce a result that meets the specifications of the contract).</td>
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<td>E. Provide more than minimal training for the individual.</td>
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<td>F. Provide tools or benefits to the individual. (Except that materials and equipment may be provided).</td>
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<td>G. Dictate the time of performance. (Except that a completion schedule and a range of negotiated and mutually agreeable work hours may be established.</td>
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<td>H. Pay the service provider personally instead of making checks payable to the trade or business name of such service provider.</td>
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<td>I. Combine our business operations in any way with the business operations of the service provider instead of maintaining all such operations separately and distinctly.</td>
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If you checked “We Do” to any of these statements, the individual is likely to be considered to be your “employee”.

If you’ve answered “County Does Not” to all of these questions, a written document must be provided to the CWCP to show an independent contractor relationship exist. See the next page for “Certification by Independent Contractor”.

**Certification by Independent Contractor**

Based on the answers to the Independent Contractor Guidelines, the independent contractor is not entitled to workers’ compensation benefits and the independent contractor is obligated to pay federal and state income tax on any moneys earned pursuant to the contractor relationship.

______________________________

Independent Contractor Signature

______________________________

Social Security Number

STATE OF COLORADO )
 ) ss.
County of Otero )

Subscribed and sworn before me by ________________________, this _____ day of __________________, 2020.

WITNESS my hand and official seal.

My commission expires: ____________________

______________________________

Notary Public
The Contractor shall list a minimum of three (3) references

Company _____________________________ Contact Person _____________________________
Address ___________________________ City ______________________ State _____________
Phone number _________________________________
Email _____________________________________________
Scope of Work __________________________________________________________

Company _____________________________ Contact Person _____________________________
Address ___________________________ City ______________________ State _____________
Phone number _________________________________
Email _____________________________________________
Scope of Work __________________________________________________________

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Address ___________________________ City ______________________ State _____________
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