Otero County requests sealed bids for the painting 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 21, 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 July 20, 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 “Painting of New Public Works Office, 411 North 10th Street, Rocky Ford, CO 81067, September 21, 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. We will send you an email confirmation when we receive your bid/proposal. 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 11, at 10:00 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 Worker’s 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
- W-9 form

General Conditions

- The successful bidder will be responsible for any and all damages he may cause while performing the work and will hold the County harmless and indemnify the County from any damages he may cause.

- Any injury on the job must be reported to the Public Works Director within twenty-four (24) hours from the time of the accident or injury.

- Successful bidder 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 for the project.

- The successful bidder shall not use any product, supplies or equipment that is injurious or damaging to the surface to which it is applied/exposed. The successful bidder shall be responsible for restoring/replacing all damaged equipment, furniture, floor coverings, etc., to the satisfaction of the Public Works Director if caused by the successful bidder. The successful bidder shall not use any painting supplies and/or products that may emit harmful fumes and are explosive in nature.

- Successful bidder shall be responsible for disposal of all trash off of Otero County property and shall remove all refuse, rubbish, surplus and scrap material and debris resulting from contracted services at the end of each work day and after completion of all work.

- Hazardous conditions and items in need of immediate repair should be reported to the Public Works Director.

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

Painting Specifications

- All exterior doors shall be painted using a high-quality exterior paint.

- All interior walls, ceilings, doors (interior), trim, woodwork, steps, baseboard, banisters (if already painted), are to be painted using a high-quality interior paint.

- All walls and ceiling that have been retextured will have to be covered with Drywall primer.

- All unpainted interior wood doors, trim, shelves and cabinets shall be taped off and not painted.
• The successful bidder shall guarantee workmanship for a period of one (1) year.

• The successful bidder shall use only trained service technicians in the performance of the work and are to be directly employed and supervised by the successful bidder. Evidence of stated qualifications shall be made available to the Public Works Director upon request. Otero County reserves the right to reject successful bidder’s service personnel who, in Otero County’s judgment, are not adequately qualified to perform the work or are unsuitable to be on Otero County property.

• The successful bidder shall clean up after painting. No washing or dumping paint materials in drains or on the ground. Cleaning of tools must not be done on the lawn, shrubs or in the building.

**Preparation of Surfaces**

• All surfaces specified to be painted shall be dry and free of all dirt, grit, nails, stickers, borders, grease, and foreign substances.

• Any cracked, bulging, or gouged wall or ceiling surfaces shall be filled with spackle and sanded smooth. Loose, peeling, blistering and scaling paint shall be removed and patched properly.

• All rough edges will be feathered into smooth wall or ceiling surfaces. All filled, scraped and sanded areas will be spot primed before painting.

• Successful bidder shall repair any holes found in walls or ceilings less than 3” in diameter. Larger areas of damage shall be reported immediately to the Public Works Director before beginning painting. Any additional repair work not included in the bid must be pre-approved by Otero County and will be subject to negotiations.

• Successful bidder shall be responsible for protection from painting of switch plates, receptacles, light fixtures, mirrors, door knobs and locks.

**General Workmanship**

• All work will be done in a neat and clean manner by experienced, capable workers. All repairs must meet industry standards and be approved by Otero County.

• Painting shall be defined as: prepare walls, doors, ceilings and wood trim; remove nails, tape, screws, and staples; fill all holes, including small nail, screw or staple holes with spackle or appropriate fill. Before painting, sand to smooth finish or existing texture, feathering edges of scraped areas and apply as many coats of paint as required to create a uniform coverage on painted surfaces. A block-out primer will be required if surfaces cannot be covered by normal painting procedures. More than one coat of “block-out” primer may be required in order to cover the painted surfaces.

• Finish coat or coats of paint will be of the exact shade or shades, texture and consistency as approved by Otero County. The successful bidder shall not change the color of any paint that has already been approved by Otero County.

• The finished work shall be free from runs, sags, and defective brushing, rolling and spraying.
• The thinning of good material for additional coverage, the use of poor materials, and the adulteration with inferior substitute materials will not be permitted. A full, even texture finish of the paint surface is required under the contract regardless of the number of coats necessary to accomplish the result.

• Window and window shades will be carefully handled and be kept free of paint.

• Drop cloths must be used to cover floors, base molding, stair treads, windows, appliances; drips and spills must be cleaned up. Sinks and countertops will be left as found prior to work.

• The successful bidder will be charged for the cost of any additional work by another cleaning/painting company required to correct any deficiencies noted by Otero County staff that the successful bidder failed to remedy within the timeframe outlined in a contract.

• The successful bidder will be penalized $100.00 per lost key during the term of the project.

**Paint Colors and Type**

Minimum specifications:

• Interior walls to be painted with Behr Ultra Minimalistic PPU25-12 semi-gloss high-quality interior paint.
• Ceiling to be painted with Behr Ultra White 52 semi-gloss high-quality interior paint.
• Interior walls, storage space and ceiling on Southside storage area to be painted with Behr Ultra White 52 semi-gloss high-quality interior paint.
• Interior door trims that are being painted shall be painted with Behr Ultra White 52 semi-gloss high-quality interior paint.
• Exterior door on Southside to be painted with Behr Ultra Pumice MQ6-23 semi-gloss high-quality exterior paint.
• Drywall Primer Zinsser Drywall interior Pva water base wall and ceiling Primer (5 gallon) Model #1500
• Block-out primer-KILZ Original Interior Multi-purpose Oil-Based Wall and Ceiling Primer

**Paint Protection and Clean Up**

• Wherever surface preparation, or finish painting is being performed, all walks, floors, or other surfaces and items not to be painted shall be carefully protected.

• All painting-related debris will be picked up and removed on a daily basis. The definition of debris includes but is not limited to paint cans, rags, and brushes. All debris is to be contained and disposed of properly.

**Painting Safety**

• All ladders are to be taken down daily and stored in a safe place away from any traffic areas.

• Wet paint signs and clearly marked areas shall be roped off whenever necessary.

• All unpainted areas are too masked off or draped including any personal property.

• All workers are to take the appropriate precautions to prevent any injury to themselves and County employees
County Responsibilities

- Provide access to work area.
- Answer all questions posed by successful bidder.

Warranty

The successful bidder shall furnish a warranty against defect in materials and/or workmanship. The factory/manufacturer warranty on materials shall become effective on the date of completion of the project 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 the same at no cost to Otero County.
Bid 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 paint and colors for the project:

1. Interior walls paint: __________________________ Color ______________________

2. Interior walls paint: __________________________ Color ______________________
   (Storage area)

3. Ceiling paint: __________________________ Color ___________________________

4. Doors trim paint: __________________________ Color _________________________

5. Exterior door paint: __________________________ Color _______________________

6. Drywall Primer: ____________________________

7. Block-out primer: __________________________

The successful bidder shall list below any requirements that said bidder is not able to meet.

___________________________________________________________________________________________

___________________________________________________________________________________________

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preparation labor per hr</td>
<td>$ ________</td>
</tr>
<tr>
<td>Painting labor per hr</td>
<td>$ ________</td>
</tr>
<tr>
<td>Cost of Paint per gallon</td>
<td>$ ________</td>
</tr>
<tr>
<td>Cost of Primer per gallon</td>
<td>$ ________</td>
</tr>
<tr>
<td>Materials</td>
<td>$ ________</td>
</tr>
<tr>
<td>Total Bid Amount</td>
<td>$ ________</td>
</tr>
</tbody>
</table>

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 5/13/08, 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. He/she 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 worker’s 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:**

<p>| | |</p>
<table>
<thead>
<tr>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>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;</td>
</tr>
<tr>
<td>2.</td>
<td>Customarily engaged in an independent trade, occupation, profession or business related to the service performed.</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>County Does</th>
<th>County Does Not</th>
</tr>
</thead>
<tbody>
<tr>
<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>
<td></td>
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<tr>
<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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<tr>
<td>C. Pay a salary or at an hourly rate instead of a fixed or contract rate.</td>
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<tr>
<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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<tr>
<td>E. Provide more than minimal training for the individual.</td>
<td></td>
</tr>
<tr>
<td>F. Provide tools or benefits to the individual. (Except that materials and equipment may be provided).</td>
<td></td>
</tr>
<tr>
<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>
<td></td>
</tr>
<tr>
<td>H. Pay the service provider personally instead of making checks payable to the trade or business name of such service provider.</td>
<td></td>
</tr>
<tr>
<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>
<td></td>
</tr>
</tbody>
</table>
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 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 worker’s compensation benefits and the Independent Contractor is obligated to pay federal and state income tax on any moneys earned pursuant to the independent contractor relationship.

____________________________
Independent Contractor’s Signature

____________________________
Social Security Number or EIN

STATE OF COLORADO )
) ss.
County of )

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

WITNESS my hand and official seal.

My commission expires: ________________________

____________________________
Notary Public
The bidder 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 _____________________________

Company _____________________________ Contact Person _____________________________
Address _____________________________ City _____________________________ State _____________
Phone number __________________________
Email _____________________________
Scope of Work _____________________________